

PHILIPPINE BIDDING DOCUMENTS (As Harmonized with Development Partners)

SUPPLY OF SECURITY SERVICES FOR THE INSURANCE COMMISSION (MANILA HEAD OFFICE, CEBU AND DAVAO DISTRICT OFFICES) AND ITS PREMISES FOR 2023 (PROJECT REFERENCE NO. 2022-07-169)

INSURANCE COMMISSION DEPARTMENT OF FINANCE Government of the Republic of the Philippines

18 August 2022

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Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications

are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

- **BIR** Bureau of Internal Revenue.
- **BSP** Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) preinvestment 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.

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines Department of Finance INSURANCE COMMISSION 1071 United Nations Avenue Manila



INVITATION TO BID FOR SUPPLY OF SECURITY SERVICES FOR THE INSURANCE COMMISSION (MANILA HEAD OFFICE, CEBU AND DAVAO DISTRICT OFFICES) AND ITS PREMISES (PROJECT REFERENCE NO. 2022-07-169)

- 1. The Insurance Commission through its Bids and Awards Committee (BAC), through the Insurance Fund (151) intends to apply the sum of Ten Million Two Hundred Nineteen Thousand Two Hundred Ninety-Seven Pesos and 31/100 (P10,219,297.31) inclusive of 12% VAT, being the Approved Budget of the Contract (ABC) to payments under the contract for the Supply of Security Services for the Insurance Commission (Manila Head Office, Cebu and Davao District Offices and its premises) with Project Reference Number 2022-07-169 from October 30, 2022 to October 29, 2023. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Insurance Commission (hereinafter referred to as "IC"), through its Bids and Awards Committee, now invites bids for the **Supply of Security Services for the Insurance Commission (Manila Head Office, Cebu and Davao District Offices and its premises)**. Delivery of the Goods is required by a *One (1) year Service Agreement*. Bidders should have completed, within *five* (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. Bidding is 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 *IC-BAC Secretariat* through email at <u>bacsec@insurance.gov.ph</u> and inspect the Bidding Documents at the address given below during **8:00 A.M. to 5:00 P.M., Monday** *to Friday*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders starting **18 August 2022** from the given address and at the IC website (<u>https://www.insurance.gov.ph/public-bidding/</u>) 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 (PHP25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

Kindly sign-up/make an appointment through the **IC Appointment Reservation System (ICare)** prior the official visit in the Insurance Commission through this web application portal: https://web.insurance.gov.ph/icare/login

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the IC website (<u>https://www.insurance.gov.ph/category/public-bidding/bidding-documents/</u>) provided that Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

 To reduce the risks and hazards of community transmission of COVID-19, the Insurance Commission will hold a Pre-Bid Conference on 26 August 2022, 2:00PM via online thru WebEx video conferencing facility (Cisco WebEx Meetings) in accordance with Section 22.3 of the revised IRR of RA No. 9184, which shall be open to prospective bidders.

Interested bidders may send their request to participate in the Pre-Bid Conference through e-mail. Kindly indicate the company name, full name, designation, and e-mail addresses of the company representatives and send the request to <u>bacsec@insurance.gov.ph</u>.

- Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 07 September 2022, 01:00PM. 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 07 September 2022, 2:00PM at the IT Conference Room, Insurance Commission, 1071 United Nations Avenue, Ermita, Manila and via online thru WebEx video conferencing facility (Cisco WebEx Meetings) in accordance with Section 29 of the revised IRR of RA No. 9184. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

Interested bidders may send their request to participate in the Bid Opening through e-mail. Kindly indicate the company name, full name, designation, and e-mail addresses of the company representatives and send the request to bacsec@insurance.gov.ph.

- 10. Each Bidder shall submit one (1) original and two (2) copies of the First and Second components of its bids: A three-envelope system.
- 11. The **Insurance Commission** 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:

MR. ARTURO S. TRINIDAD II

BAC Chairperson Insurance Commission 1071 United Nations Avenue, Ermita, Manila 8523-8461 local 107 Email address: bacsec@insurance.gov.ph

13. You may visit the following websites: For downloading of Bidding Documents: <u>https://www.insurance.gov.ph/category/public-bidding/bidding-documents/</u>

> ARTURO S. TRINIDAD II BAC Chairperson

___ August 2022

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, INSURANCE COMMISSION wishes to receive Bids for the SUPPLY OF SECURITY SERVICES FOR THE INSURANCE COMMISSION (MANILA HEAD OFFICE, CEBU AND DAVAO DISTRICT OFFICES) AND ITS PREMISES with identification number 2022-07-169.

The Procurement Project (referred to herein as "Project") is composed of 1 lot for a One-Year Obligation 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 2023 in the amount of **Ten Million Two Hundred Nineteen Thousand Two Hundred Ninety-Seven Pesos** and 31/100(P10,219,297.31).
- 2.2. The source of funding is:
 - a. NGA, the National Expenditure Program.
 - b. GOCC and GFIs, the proposed Corporate Operating Budget.
 - c. LGUs, the proposed Local Expenditure Program.

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.
- 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 {*[insert if applicable]* 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 *[state relevant period as provided in paragraph 2 of the IB]* 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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).**
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
 - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
 - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be

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.

forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each minicompetition.

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.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.
 - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least

equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial postqualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Notes on the Bid Data Sheet

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

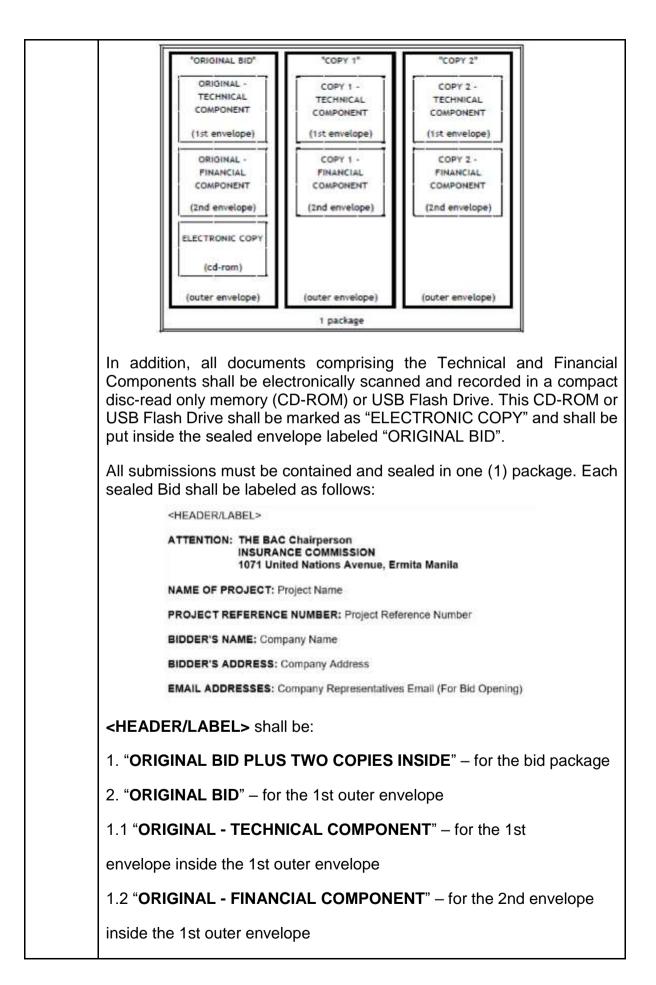
This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

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

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

| | Bid Data Sneet | | | | | | |
|--------|--|--|--|--|--|--|--|
| 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. | | | | | | |
| | b. Completed within 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 DDP <i>1071 United Nations Avenue, Ermita, Manila</i> or the applicable International Commercial Terms (INCOTERMS) for this Project. | | | | | | |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: | | | | | | |
| | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: | | | | | | |
| | The amount of not less than Two Hundred Four Thousand, Three Hundred Eighty-Five Pesos and 94/100 (PhP 204,385.94 or 2% of the ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or | | | | | | |
| | The amount of not less than Five Hundred Ten Thousand Nine Hundred Sixty-Four Pesos and 86/100 (PhP 510,964.86 or 5% of the ABC) if bid security is in Surety Bond | | | | | | |
| | If the Bid Security is in the form of cashier's/manager's check, the payee shall be " INSURANCE COMMISSION ". | | | | | | |
| 15 | Each Bidder shall submit one (1) original and two (2) copies of the technical and financial components of its bid as illustrated below: | | | | | | |
| | | | | | | | |

Bid Data Sheet



| | 1.3 "ELECTRONIC COPY" – CD-ROM | | | | | |
|----|---|--|--|--|--|--|
| | 3. "COPY 1" – for the 2nd outer envelope | | | | | |
| | a. " COPY 1 - TECHNICAL COMPONENT " – for the 1st envelope insid the 2nd outer envelope | | | | | |
| | | | | | | |
| 19 | The lot and reference is: | | | | | |
| | SUPPLY OF SECURITY SERVICES FOR THE INSURANCE COMMISSION (MANILA HEAD OFFICE, CEBU AND DAVAO DISTRICT OFFICES) AND ITS PREMISES | | | | | |
| | The goods are grouped in a single lot and the lot shall not be divided further into sub-lots for the purpose of bidding, evaluation and contract award. | | | | | |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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. *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 *{[Include if Framework Agreement will be used:]* or Framework Agreement} 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

- 6.1. 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.
- 6.2. 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.

Notes on the Special Conditions of Contract

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

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

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

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

| 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 within the Philippines, state:] "The terms applicable to this Contract are delivered to Ins Commission, 1071 United Nations Avenue, Ermita, Manila. F title will pass from the Supplier to the Procuring Entity upon rect 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 Crisostomo O. Ferrer of the Administrative Division . | | | |
| | 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 | | | |
| | 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. | | | |

Special Conditions of Contract

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 Twelve (12) months.

Spare parts or components shall be supplied as promptly as possible, but in any case, within twelve 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 | One (1) year after acceptance by the Procuring Entity of the delivered Goods. | | | | |
| 4 | The inspections and tests that will be conducted are: | | | | |
| | (a) Spot inspections of the performance of the guards at any time it may deem necessary; | | | | |
| | (b) Semi-Annual performance report of each guard deployed as evaluated by IC Employees based on the standard required by IC.; | | | | |
| | (c) Testing of Handheld Radio - The maximum power output and frequency accuracy of any handheld radio. In addition, the high and low power settings. The receiver sensitivity or the ability of the receiver to hear a weak signal as well as the authority (license) of each unit. | | | | |
| | (d) CCTV - Operability and functionality. | | | | |
| | (e) Firearms - Operability and authority (license). | | | | |

Section VI. Schedule of Requirements

The services included in this project consists of, but not limited to, the supply of security services for IC Offices as indicated in tables below.

| | | | NO. OF | NO. OF | |
|-------|--|----------------|---------------|-------------------|-------------------|
| GUARD | SECURITY STATION | TOUR OF DUTY | WORK HOURS | DAYS IN A WEEK | DAYS OF DUTIES |
| 1 | Detachment Commander (Roving) | 0600H-1800H** | 12 | 7 | MON-SUN |
| 2 | Detachment Commander (Roving) | 1800H-0600H*** | 12 | 7 | MON-SUN |
| 3 | Main Entrance/Exit – Pedestrian | 0600H-1400H | 8 | 6 | MON-SAT |
| 4 | Main Entrance/Exit – Pedestrian | 0700H-1500H | 8 | 5 | MON-FRI |
| 5 | Main Entrance/Exit – Pedestrian | 1400H-2200H | 8 | 5 | MON-FRI |
| 6 | Main Entrance/Exit - Pedestrian (Roving) | 2200H-0600H* | 8 | 7 | MON-SUN |
| 7 | Gate 1 - Entrance Gate – Vehicles | 0600H-1800H** | 12 | 6 | MON-SAT |
| 8 | Gate 2 - Back Gate | 0600H-1400H | 8 | 7 | MON-SUN |
| 9 | Gate 2 - Back Gate | 1400H-2200H | 8 | 7 | MON-SUN |
| 10 | Gate 2 - Back Gate | 2200H-0600H* | 8 | 7 | MON-SUN |
| 11 | Gate 3 - Exit Gate – Vehicles | 0600H-1400H | 8 | 7 | MON-SUN |
| 12 | Gate 3 - Exit Gate – Vehicles | 1400H-2200H | 8 | 7 | MON-SUN |
| 13 | Gate 3 - Exit Gate – Vehicles | 2200H-0600H* | 8 | 7 | MON-SUN |
| 14 | IC Function Room | 0600H-1800H** | 12 | 5 | MON-FRI |
| 15 | Second Floor Lobby | 0600H-1800H** | 12 | 5 | MON-FRI |
| 16 | Ground Floor Lobby (Receptionist; Lady Guard) | 0600H-1800H** | 12 | 5 | MON-FRI |
| 17 | Close-In Security – Commissioner | 0600H-1800H** | 12 | 7 | MON-SUN |
| 18 | Close-In Security – Commissioner | 1800H-0600H*** | 12 | 7 | MON-SUN |
| 19 | Emergency Exit near Life Division | 0800H-1600H | 8 | 5 | MON-FRI |
| 20 | Gate 3 | 0800H-1600H | 8 | 5 | MON-FRI |
| 21 | Main Lobby | 0800H-1600H | 8 | 5 | MON-FRI |
| 22 | Roving SG | 0800H-1600H | 8 | 5 | MON-FRI |
| 23 | Cebu District Office | 0600H-1800H** | 12 | 7 | MON-SUN |
| 24 | Cebu District Office | 1800H-0600H*** | 12 | 7 | MON-SUN |
| 25 | Davao District Office | 0600H-1800H** | 12 | 7 | MON-SUN |
| 26 | Davao District Office | 1800H-0600H*** | 12 | 7 | MON-SUN |
| • | • | • | | | - |

*With night shift differential (NSD) **With Overtime (OT) Premium Pay ***With NSD and OT Premium I hereby certify to comply and deliver all the above requirements.

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

Telephone/Fax Number

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable. Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent*." References to brand names cannot be used when the funding source is the GOP.

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

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

The duration of the contract shall be for a period of one (1) year and shall automatically terminate without need of further Notice from the Insurance Commission (IC) upon the expiration thereof, unless otherwise extended upon the sole instance and discretion of the IC.

SECURITY PLAN OF THE INSURANCE COMMISSION

A. MISSION

To conduct comprehensive security operations for the protection of Insurance Commission officials, personnel, visitors and properties against assault, arson, mischief, pilferage, robbery, sabotage, terrorism and theft, including safety measures and response to prevent and minimize loss or damage from calamities and civil disturbance.

B. OBJECTIVE

- 1. To undertake security measures for total protection of Insurance Commission officials, personnel and properties against theft, sabotage, arson, pilferage, robbery and other unlawful acts.
- 2. To undertake other security operations such as traffic/crowd control and respond to emergencies (man-made or natural).
- 3. To undertake preventive measures that will deter unauthorized individuals from entering the Insurance Commission and its premises.
- 4. To enforce existing Insurance Commission security rules and regulations on personnel.
- 5. To perform other operations as deemed necessary by the Insurance Commission management

C. CONCEPT OF IMPLEMENTATION

I. PRE-DEPLOYMENT PHASE

In coordination with the Insurance Commission management and the outgoing security provider, the incoming security provider shall organize an advance team who will conduct a pre-deployment orientation onsite. At the expense of the winning bidder, the said advance team will render duties side by side with the personnel of the outgoing security provider two (2) days before the formal assumption.

II. SERVICE TAKE-OVER/DEPLOYMENT PHASE

1. A minimum of eight (8) hours before expiration of the security contract of the outgoing security contractor, the incoming security

force listed in the manning detail order must attend a briefing to be conducted by the Administrative Division. Thereafter, they shall be posted alongside with the outgoing security guards to get acquainted with the new assignments.

- 2. With the consent of the officers of both parties, staff of the outgoing security provider shall pass through the security searching and frisking procedures upon their departure from the Insurance Commission premises. All office equipment, furniture, painting, vehicles and other items with significant value that is to be brought outside the Insurance Commission premises shall be accompanied by Gate Pass issued by authorized Insurance Commission Property Officer.
- 3. Authorized representative of the outgoing security contractor shall be required to make proper endorsement of accountability to the authorized representative of the incoming security contractor in the presence of the authorized Insurance Commission representative prior to their departure.
- 4. A list of incoming security personnel who will assume duties at the Insurance Commission together with their individual bio-data and licenses and mandatory clearances shall be submitted three (3) days in advance to the Administrative Division for scrutiny and approval.
- 5. The actual takeover shall commence at <u>12:00 noon, 29 October</u> <u>2022</u> at the Insurance Commission.
- 6. During the actual takeover of duties, the security guards shall be accompanied and closely supervised by a Senior Official of the incoming security contractor (agency).
- 7. All incoming security personnel who will assume to take over duties shall report in proper uniform with head gears and paraphernalia, prescribed equipment and all necessary documents such as duty detail order, guard's license, copy of firearms license, and individual company ID.

III. LOGISTICS

- 1. Security Contractor will provide the security force with the minimum equipment required under the bidding rules such as firearms, VHF radios and other equipment deemed necessary in the effective implementation of security policies, rules and regulations of Insurance Commission.
- 2. The Security Contractor will also provide the daily time record (DTR), other logistical supplies such as logbooks, uniforms and paraphernalia.

IV. ADMINISTRATION

- 1. Organizational Structure Annex "A"
- Schedule of Security Post, Personnel, Equipment, CCTV Surveillance Cameras and the provisions pertaining thereto – Annex "B" and Series
- 3. Operating Policies and Procedures Annex "C"
- 4. Regular monthly meeting with the Administrative Division or as necessary
- 5. Announced and unannounced visit/inspection will be conducted.

Annexes "A" to "C" hereof shall form part of the Technical Specifications.

V. ADDITIONAL WARRANTIES, UNDERTAKINGS AND REQUIREMENTS

- 1. The Security Contractor must have completed, within three (3) years from the date of submission and receipt of bids, a contract of similar nature with a Bank or any Financial Institution and/or must have an existing contract with a Bank or any Financial Institution.
- 2. Minimum height requirements:
 - a. Male 5'5"
 - b. Female 5'3"
- 3. Educational attainment: At least high school graduate
- 4. Trainings attended: Basic Occupational Safety and Health (BOSH), First Aid Training
- 5. Security Guards' Experience: Minimum of Two (2) years experience
- 6. Upon execution of the contract and yearly thereafter, the Security Contractor shall submit the following:
 - a. Proof that the security personnel intended to be assigned had passed neuropsychiatric, physical examination, drug testing from authorized testing centers;
 - b. Conduct of training related to provision of security services such as but not limited to BOSH and update every six (6) months thereafter of trainings attended by the Security Guards;
 - c. Annually update credentials of Security Guards assigned;

- d. Sketch showing the residential address of the security personnel intended to be assigned duly certified by Barangay concerned.
- 7. Deployed security personnel, except detachment commanders, are prohibited from using their cellphones while on duty.
- 8. The Security Contractor shall conduct Safety and Risk Assessment of the area and update every six (6) months.
- 9. Security personnel on duty shall inspect the personal belongings of janitorial personnel before and after rendering of duty by the latter.
- 10. Contractor: Five (5) years actual work experience related to security services.
- 11. Upon the execution of the contract, the Security Contractor automatically, and without the need of any written or verbal agreement or conformity, warrants and undertakes to comply, at any and all times during the effectivity of the contract and for such applicable period thereafter, with all the statutory rights and benefits of each and every security personnel assigned to the IC, whether regular or temporary when allowed by IC, as may be provided under the provisions of Presidential Decree No. 442, as amended (Labor Code of the Philippines, any and all applicable issuances of DOLE including, among others, Department Order 18-A (series of 2011). *Provided*, That the warranties and undertakings of the Security Contractor should be deemed to automatically include as minimum requirements the following:
 - a) Provisions on Safe and Healthful working conditions;
 - b) Provisions on Labor Standards, such as but not limited to, Minimum Wage Rate, Service Incentive Leave, Rest Days, Overtime Pay, 13th Month Pay and Separation Pay, Retirement Benefits, Contributions and remittance of SSS, Philhealth and PAG-IBIG Fund, and other welfare benefits;
 - c) Provisions on the right to self-organization, collective bargaining and peaceful concerted action; and
 - d) Provisions on the right to security of tenure.
- 12. The Security Contractor undertakes to provide, upon demand by the Insurance Commission, copies of the written employment contracts the Contractor has entered into with the security personnel assigned or deployed, whether permanent or temporary, to the Insurance Commission, to ensure the Contractor and IC's compliance with all applicable laws.

13. As a condition precedent to the effectivity of the contract, the Security Contractor shall issue and post a Bond, as defined in Section 3(a) and required under Section 9(b)(v) of DO 18-A, Series of 2011 and as further provided under Article 108 of Presidential Decree No. 442, as amended, in favor of the Insurance Commission on or before the contract effectivity date provided in the Notice To Proceed. The failure of the Contractor to comply with this requirement shall cause the contract to be ineffective without prejudice to the rights of the Insurance Commission under the provisions contained in the Bidding Documents and all applicable laws and rules.

The Bond herein required shall be effective during the contract period and/or for such longer period thereafter as may be provided by applicable laws, rules and regulations insofar as prescriptive periods involving employees' rights and benefits are concerned.

- 14. The Security Contractor warrants that the security personnel assigned to the IC are the Contractor's Regular Employees and not employees of the Commission.
- 15. The Security Contractor shall directly remit monthly the employer's share and employees' contribution to the SSS, ECC, Philhealth and PAG-IBIG.
- 16. The Security Contractor and its corporate officers shall be solidarily liable to indemnify the Insurance Commission for any and all liabilities and damages, which may be incurred by the latter, pursuant to the contract for security services.
- 17. The ocular inspection for the location of CCTV Surveillance Cameras shall be conducted on **14 October 2022** from **9:00AM to 12:00 NN**. Kindly look for Mr. Rey M. Gannaban, TWG Member and an Administrative Division Personnel.

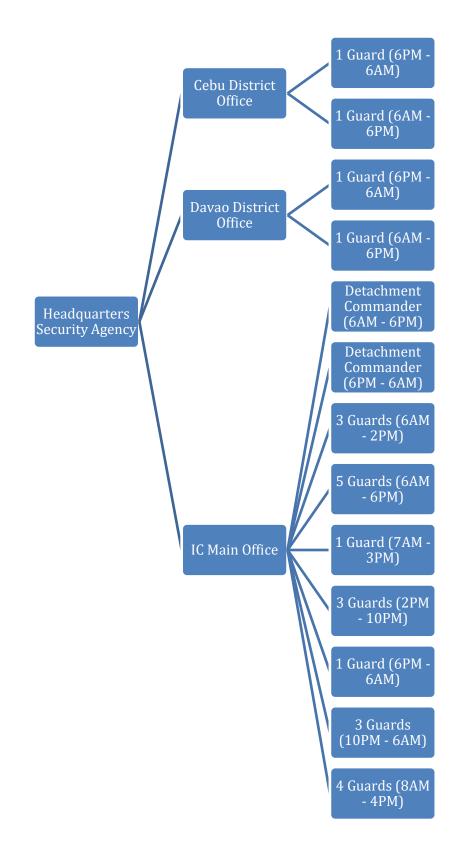
VI. OTHERS

 The winning bidder, during post-qualification, who requires cash deposits from its employees shall submit a notarized undertaking signed by its President, General Manager or any other position performing equivalent functions, that they shall comply with Section 8 of DOLE Department Order No. 150-16, Series of 2016 which states:

"In the event that a SSC/PSA requires a cash deposit from its employees, the maximum amount shall not exceed the employee's one (1) month basic salary. xxx xxx <u>The FULL amount of cash deposited deducted shall be returned to the employee within ten (10) days from his/her separation from the service.</u>"

2. No other deductions from the salary of the security personnel shall be allowed, except those provided under Section 8 of DOLE Department Order no. 150-16. Deductions made by agency outside of those allowed by the aforementioned department order will be considered as a violation of the same and will be given due consideration by the IC in the assessment of the agency's performance in relation to the renewal of its contract.

ANNEX A ORGANIZATION STRUCTURE



ANNEX B

SECURITY GUARDS ASSIGNMENTS/TOUR OF DUTIES

| GUARD | SECURITY STATION | TOUR OF DUTY | NO. OF WORK HOURS | NO. OF DAYS IN A WEEK | DAYS OF DUTIES |
|-------|---|----------------|-------------------------|-----------------------------|-------------------|
| 1 | Detachment Commander (Roving) | 0600H-1800H** | 12 | 7 | MON-SUN |
| 2 | Detachment Commander (Roving) | 1800H-0600H*** | 12 | 7 | MON-SUN |
| 3 | Main Entrance/Exit – Pedestrian | 0600H-1400H | 8 | 6 | MON-SAT |
| 4 | Main Entrance/Exit – Pedestrian | 0700H-1500H | 8 | 5 | MON-FRI |
| 5 | Main Entrance/Exit – Pedestrian | 1400H-2200H | 8 | 5 | MON-FRI |
| 6 | Main Entrance/Exit - Pedestrian (Roving) | 2200H-0600H* | 8 | 7 | MON-SUN |
| 7 | Gate 1 - Entrance Gate – Vehicles | 0600H-1800H** | 12 | 6 | MON-SAT |
| 8 | Gate 2 - Back Gate | 0600H-1400H | 8 | 7 | MON-SUN |
| 9 | Gate 2 - Back Gate | 1400H-2200H | 8 | 7 | MON-SUN |
| 10 | Gate 2 - Back Gate | 2200H-0600H* | 8 | 7 | MON-SUN |
| 11 | Gate 3 - Exit Gate – Vehicles | 0600H-1400H | 8 | 7 | MON-SUN |
| 12 | Gate 3 - Exit Gate – Vehicles | 1400H-2200H | 8 | 7 | MON-SUN |
| 13 | Gate 3 - Exit Gate – Vehicles | 2200H-0600H* | 8 | 7 | MON-SUN |
| 14 | IC Function Room | 0600H-1800H** | 12 | 5 | MON-FRI |
| 15 | Second Floor Lobby | 0600H-1800H** | 12 | 5 | MON-FRI |
| 16 | Ground Floor Lobby (Receptionist; Lady Guard) | 0600H-1800H** | 12 | 5 | MON-FRI |
| 17 | Close-In Security - Commissioner | 0600H-1800H** | 12 | 7 | MON-SUN |
| 18 | Close-In Security - Commissioner | 1800H-0600H*** | 12 | 7 | MON-SUN |
| 19 | Emergency Exit near Life Division | 0800H-1600H | 8 | 5 | MON-FRI |
| 20 | Gate 3 | 0800H-1600H | 8 | 5 | MON-FRI |
| 21 | Main Lobby | 0800H-1600H | 8 | 5 | MON-FRI |
| 22 | Roving SG | 0800H-1600H | 8 | 5 | MON-FRI |
| 23 | Cebu District Office | 0600H-1800H** | 12 | 7 | MON-SUN |
| 24 | Cebu District Office | 1800H-0600H*** | 12 | 7 | MON-SUN |
| 25 | Davao District Office | 0600H-1800H** | 12 | 7 | MON-SUN |
| 26 | Davao District Office | 1800H-0600H*** | 12 | 7 | MON-SUN |

*With night shift differential (NSD) **With Overtime (OT) Premium Pay ***With NSD and OT Premium

MINIMUM EQUIPMENT REQUIRED BY IC (To be provided by the Contractor)

| 2 units | Portable meta | al detector | | |
|----------------------|---|---|--|--|
| 12 units | Portable two-way radio communication | | | |
| 9 units | Licensed handguns with sufficient number of ammunitions | | | |
| 2 units | Licensed shotguns with sufficient number of ammunitions | | | |
| 2 units | Vehicle under chassis mirror | | | |
| CCTV Su specifica | - | tem that meets the following minimum technical | | |
| IC Manil | a Office | | | |
| | <i>19</i> units | CCTV/IP Camera (Indoor) Size/Shape – Dome Type Camera Image Sensor – 2 MP Progressive Scan (CMOS) Resolution – 1080p Power over Ethernet – Power over Ethernet (PoE) Ingress Protection – IP66 IR Length – up to 20 meters Video Compression – H.264/MJPEG | | |
| | 9 units | CCTV/IP Camera (Outdoor) Size/Shape – Bullet Type Camera Image Sensor – 2 MP Progressive Scan CMOS Resolution – 1080p Power over Ethernet – Power over Ethernet (PoE) Ingress Protection – IP67 IR Length – up to 30 meters Video Compression – H.264/MJPEG | | |
| | 2 sets | Network Video Recorder (NVR) Network Video Input – 16-channel IP Input Recording Resolution – 5MP/3MP/1080P/720P Hard Disk Drives – 2 SATA Hard Disks Drives Hard Disk Capacity – 2 sets of 4 TB (Total of 8 TB) Audio Output – Audio IN & Audio Out Video Output – HDMI Interface & VGA Interface Interface – Universal Serial Bus (USB) Network Interface – Network Interface Card (NIC) LiveView/Playback – Synchronous Playback of All Channels | | |
| | 2 units | CCTV colored monitor; 32" screen | | |

| | 2 units | Automatic voltage regulator (AVR) |
|---------|-----------------|---|
| | 22 units | 22 runs UTP Cable for CCTV Cameras |
| | 1 unit | Desktop computer with printer; 1 terabyte hard disk, LCD monitor 21" |
| | Note: The NV | R, CCTV colored monitor, AVR amplifiers and desktop |
| | | st have the capacity to project/record authentic footages of |
| | the 28 CCTV | cameras on a real-time basis. The brand/model and |
| | | shall be included in the bidding documents. |
| IC Cebu | District Office | |
| | 2 units | CCTV/IP Camera (Indoor) Size/Shape – Dome Type Camera Image Sensor – 2 MP Progressive Scan (CMOS) Resolution – 1080p Power over Ethernet – Power over Ethernet (PoE) Ingress Protection – IP66 IR Length – up to 20 meters Video Compression – H.264/MJPEG |
| | 1 unit | CCTV/IP Camera (Outdoor) Size/Shape – Bullet Type Camera Image Sensor – 2 MP Progressive Scan CMOS Resolution – 1080p Power over Ethernet – Power over Ethernet (PoE) Ingress Protection – IP67 IR Length – up to 30 meters Video Compression – H.264/MJPEG |
| | 1 set | Network Video Recorder (NVR) Network Video Input – 4-channel IP Input Recording Resolution –4MP (Local), 12MP (Remote) Hard Disk Drives – 1 SATA Hard Disks Drive Hard Disk Capacity – 1 set of 2 TB (Included/Installed) Video Output – HDMI Interface & DVI Interface Interface – 2 Ports of Universal Serial Bus (USB) Network Interface – Four (4) Power over Ethernet (PoE) and One (1) Gigabit Network Interface/Connector for LAN LiveView/Playback – Instant Playback in Live View Window (Remote Client) with Display Layout Mode 1, 2, 4; Synchronized Playback of up to Four (4) Channels |
| | 1 unit | CCTV colored monitor; 32" screen with HDMI Port |
| | 1 set | Automatic voltage regulator (AVR), Mouse, and Keyboard |
| | 3 units | 3 runs UTP Cable for CCTV Cameras |
| | project/record | /R and CCTV colored monitor must have the capacity to authentic footages of the 3 CCTV cameras on a real-time and/model and specifications shall be included in the bidding |

| | | ts. Components needed for the effective monitoring and of the CCTV System which are not in the specifications should | | | | | |
|----------|---|---|--|--|--|--|--|
| | be shouldered by the supplier. | | | | | | |
| IC Davad | o District Office | | | | | | |
| | 2 units | CCTV/IP Camera (Indoor) Size/Shape – Dome Type Camera Image Sensor – 2 MP Progressive Scan (CMOS) Resolution – 1080p Power over Ethernet – Power over Ethernet (PoE) Ingress Protection – IP66 IR Length – up to 20 meters Video Compression – H.264/MJPEG | | | | | |
| | 1 unit | CCTV/IP Camera (Outdoor) Size/Shape – Bullet Type Camera Image Sensor – 2 MP Progressive Scan CMOS Resolution – 1080p Power over Ethernet – Power over Ethernet (PoE) Ingress Protection – IP67 IR Length – up to 30 meters Video Compression – H.264/MJPEG | | | | | |
| | 1 set | Network Video Recorder (NVR) Network Video Input – 4-channel IP Input Recording Resolution –4MP (Local), 12MP (Remote) Hard Disk Drives – 1 SATA Hard Disks Drive Hard Disk Capacity – 1 set of 2 TB (Included/Installed) Video Output – HDMI Interface & DVI Interface Interface – 2 Ports of Universal Serial Bus (USB) Network Interface – Four (4) Power over Ethernet (PoE) and One (1) Gigabit Network Interface/Connector for LAN LiveView/Playback – Instant Playback in Live View Window (Remote Client) with Display Layout Mode 1, 2, 4; Synchronized Playback of up to Four (4) Channels | | | | | |
| | 1 unit | CCTV colored monitor; 32" screen with HDMI Port | | | | | |
| | 1 set | Automatic voltage regulator (AVR), Mouse, and Keyboard | | | | | |
| | 3 units | 3 runs UTP Cable for CCTV Cameras | | | | | |
| | project/re basis. Th documer recording | e NVR and CCTV colored monitor must have the capacity to ecord authentic footages of the 3 CCTV cameras on a real-time be brand/model and specifications shall be included in the bidding ints. Components needed for the effective monitoring and g of the CCTV System which are not in the specifications should dered by the supplier. | | | | | |
| 26 units | Whistles | | | | | | |
| 26 units | First aid | kit | | | | | |

| 11 units | Flashlights (inclusive of 2 spare units) with battery supply |
|----------|--|
| 2 units | Digital Camera for incident documentation |
| 3 units | Reflectorized Stop and Go Sign Board |
| 3 units | Reflectorized Vest |

THE CCTV SURVEILLANCE CAMERAS

The CCTV surveillance cameras shall be installed by the Security Agency in the following strategic locations inside the Insurance Commission compound:

| NO. | AREAS COVERED | UNITS |
|---------|--|-------|
| CCTV 1 | Main Lobby Entrance (Pedestrian Gate) | 1 |
| CCTV 2 | Ground Floor Lobby, Hallway Reception/Receiving Area/Stairways going to the 2nd Floor/PAMD Main door | 1 |
| CCTV 3 | OCOM Hallway | 1 |
| CCTV 4 | Investment Division Hallway | 1 |
| CCTV 5 | 2nd Floor Lobby Hallway/Admin/Cashier Main Door | 1 |
| CCTV 6 | Driveway to Back Gate (Romualdez St. Side) | 1 |
| CCTV 7 | Exit Gate/VIP Parking (Gate 3) | 1 |
| CCTV 8 | Walk Through near Function Room | 1 |
| CCTV 9 | Cashier Section | 1 |
| CCTV 10 | IT Division/Records/Supply/CR Hallway | 1 |
| CCTV 11 | Licensing Division Hallway/CRL | 1 |
| CCTV 12 | 2nd Floor Stairways to DepCom Office | 1 |
| CCTV 13 | Life Division/Records Room/Stairs to 2nd Floor Hallway | 1 |
| CCTV 14 | 2nd Floor Stairway to Rating/Statistics/Brokers | 1 |
| CCTV 15 | DepCom Wing Hallway | 1 |
| CCTV 16 | Back Gate/Back Door/Genset/Gym/Employees Parking Area | 1 |
| CCTV 17 | Library/PAMD/Chapel Hallway | 1 |
| CCTV 18 | Admin/Planning Division | 1 |
| CCTV 19 | Canteen/Executive Lounge/Back Driveway | 1 |
| CCTV 20 | Brokers Examination Division near the Fire Exit | 1 |
| CCTV 21 | Covered Parking | 1 |
| CCTV 22 | Emergency Exit (Back Door) near Life Division | 1 |
| CCTV 23 | Rating Division 2 nd Floor Fire Exit Stairways going to Ground Floor Near Life Exit | 1 |
| CCTV 24 | 2 nd Floor Stairway near Broker/Rating Division going down to Life Division//Records Room | 1 |
| CCTV 25 | 2 nd Floor Lobby Stairway going down to Ground Floor Lobby | 1 |
| CCTV 26 | 2 nd Floor Lobby Stairway going down to Function Room Ground Floor | 1 |
| CCTV 27 | IT Back Office Near elevated water tank, electrical room, Generator set/REPD Back Door | 1 |
| CCTV 28 | Gravahan Parking Depository Area | 1 |
| CCTV 29 | IC Cebu District Office - Entrance | 1 |
| CCTV 30 | IC Cebu District Office – Computer Laboratory | 1 |
| CCTV 31 | IC Cebu District Office – Back Door | 1 |
| CCTV 32 | IC Davao District Office - Entrance | 1 |
| CCTV 33 | IC Davao District Office – Computer Laboratory | 1 |
| CCTV 34 | IC Davao District Office – Back Door | 1 |
| TOTAL | | 34 |

Provisions pertaining to the CCTV cameras, monitors and recordings:

- 1. The Security Agency shall provide the needed 34 CCTV to be installed at the above-mentioned locations. The cabling works, installation, commissioning, repair and maintenance shall be for the account of the Security Agency. The cable wires shall be provided by the Security Agency.
- 2. The Security Agency shall have one **CCTV Operator** responsible for manning the CCTV Station at all times.
- 3. To provide utmost security and protection to the IC personnel and the public within its premises, the Security Agency must constantly monitor the CCTV cameras and is obliged to make a written report of any and all untoward incidents relating to the security and protection contemplated herein. The said written report shall be submitted to the IC's Administrative Division within 24 hours from the happening of the untoward incident.
- 4. Notwithstanding the foregoing provisions, the Insurance Commission retains full control over the CCTV cameras and recordings and the authorized official of the IC may access and view the CCTV monitor/s at any time of the day and night.
- 5. The Security Agency shall neither delete nor tamper the video recordings of the CCTV and shall ensure that the footages remain authentic at all times. Moreover, insofar as the Security Agency and its security personnel are concerned, the footages of the CCTVs shall be considered as confidential and may not be reproduced without the expressed written consent of the Insurance Commission or when so ordered to be reproduced by a competent governmental authority. Retention period of video recordings shall be for a period of at least one (1) month.
- 6. The concerned official of the Security Agency shall submit to the Administrative Division of the Insurance Commission an authentic copy of all the recordings of the CCTV cameras on a daily basis and as often as may be required by the IC.
- 7. At the expiration of the security contract, the CCTV cameras, TV monitors, NVRs, AVR and installed coaxial cable wires will be pulled out by the Security Agency. The pull-out and recovery of the aforementioned equipment shall not, in any way, cause damage or injury to any of the properties of the Insurance Commission upon such damage the Security Contractor shall be held liable.
- 8. In case bidding for this project will result to more than one (1) Lowest Calculated Responsive Bid (LCRB), the bidder with additional offer relevant to the contemplated security services and subject to further evaluation by and to the sole discretion of the Bids and Awards Committee and as may be approved by the Head of the Procuring Entity, shall be awarded the contract. Nothing herein shall be construed as to limit the authority of the Bids and Awards Committee to select the bid, which, to its discretion, is more advantageous to the Government.

OPERATING POLICIES AND PROCEDURES

These operating policies and procedures of the Security Guards are hereunder discussed:

- DETACHMENT COMMANDER (OFFICER-IN-CHARGE): 2 SG 7 DAYS, MON-SUN, 0600H-1800H (ROVING) 7 DAYS, MON-SUN, 1800H-0600H (ROVING)
 - a. Assume over-all responsibility of the members of the security force of the Insurance Commission.
 - Supervise all assigned security personnel; and conduct guard mounting for proper dissemination of instructions and information regarding security daily operations.
 - c. Ensure the constant monitoring of the CCTV footages and officially transmit authentic copies of its recordings to the Administrative Division.
 - d. Report any untoward incident.
 - e. Conduct initial investigation, attend all complaint or unusual incidents, and to coordinate these events with the nearest Police station/BFP, if necessary.
 - f. Responsible for monitoring of CCTV/FDAS.
 - g. Submit weekly and monthly report to the Management Support Office and the Agency.
 - h. Conduct roving inspection at all times in all areas of responsibility.
 - i. Monitor and assist in special events of Insurance Commission.
 - j. Relieve guards during break time or when observing personal necessities.
 - k. Extend necessary assistance to all visitors, guests and employees.
- 2. MAIN ENTRANCE/EXIT (PEDESTRIAN) GUARD: 4 SG
 - 6 DAYS, MON-SAT, 0600H-1400H
 - 5 DAYS, MON-FRI, 0700H-1500H
 - 5 DAYS, MON-FRI, 1400H-2200H
 - 7 DAYS, MON-SUN, 2200H-0600H (ROVING)
 - a. Greet with respect all visitors, guests, all Insurance Commission officers, staff and personnel.
 - b. Observe "No ID, No Entry" policy, maintain visitors' registry logbook and issue visitors pass.
 - c. Inspect baggage/s (if any) before entry.
 - d. Require visitors and guests to deposit firearms and other deadly weapons before entering the premises; acknowledge receipt of these items for proper disposition.
 - e. Check at all items, materials and equipment being brought in and out of office; and allow none of these to leave the premises unless accompanied with necessary documents or authorized gate pass.
 - f. Screen guests and visitors going to the Office of the Commissioner and Deputy Commissioners; and call/inform the Secretary whether or not they will be entertained.

- g. Observe the visitors/guests entering the office building during employees' break time (1200H-1300H).
- h. Conduct roving inspection by designated security guard (2200H-0700H).
- i. Report any untoward incident during duty.
- j. Submit daily activity report to Detachment Commander
- k. Perform other duties as Insurance Commission and/or the security Agency may assign/direct.
- 3. GATE 1 ENTRANCE GATE (VEHICLES): 1 SG 6 DAYS, MON-SAT, 0600H-1800H
 - a. Man the Entrance Gate at all times.
 - b. Greet with respect all visitors, guests and personnel; and salute all Insurance Commission officers.
 - c. Direct incoming vehicles to designated parking areas.
 - d. Thoroughly inspect all incoming vehicles; and ensure the smooth flow of traffic by clearing obstacles during entry.
 - e. Report any untoward incident during duty.
 - f. Submit daily activity report to Detachment Commander
 - g. Perform other duties as Insurance Commission and/or the security Agency may assign/direct.
- 4. GATE 2 (BACK GATE): 3 SG 7 DAYS, MON-SUN, 0600H-1400H 7 DAYS, MON-SUN, 1400H-2200H 7 DAYS, MON-SUN, 2200H-0600H
 - a. Man the back gate at all times.
 - b. Greet with respect all visitors, guest, personnel; and salute all Insurance Commission officers.
 - c. Direct all incoming vehicles to designated parking areas; and observe "No counter flowing" policy.
 - d. Monitor incoming deliveries and workers.
 - e. Responsibly conduct roving inspection to perimeter area and extend necessary assistance for the welfare of other post.
 - f. Report any untoward incident during duty.
 - g. Submit daily activity report to Detachment Commander.
 - h. Perform other duties as Insurance Commission and/or the security Agency may assign/direct.
- 5. GATE 3 EXIT GATE (VEHICLES): 3 SG

7 DAYS, MON-SUN, 0600H-1400H 7 DAYS, MON-SUN, 1400H-2200H 7 DAYS, MON-SUN, 2200H-0600H

- a. Man the Exit Gate at all times; and observe "No counter flowing" policy.
- b. Greet with respect all visitors, guests, personnel and salute all Insurance Commission officers.
- c. Monitor employees' and visitors' designated parking area; and observe illegal parking and first-come-first-served basis for employees' parking.

- d. Thoroughly inspect all outgoing vehicles and see to it that properties being brought out are covered by proper documents.
- e. Ensure the smooth flow of traffic by clearing all obstacles upon vehicles exit.
- f. Report any untoward incident during duty.
- g. Submit daily activity report to Detachment Commander
- h. Perform other duties as Insurance Commission and/or the security Agency may assign/direct.
- 6. IC FUNCTION ROOM: 1 SG 5 DAYS, MON-FRI, 0600H-1800H
 - a. Monitoring the Function Room area at all times.
 - b. Records incoming/outgoing personnel.
 - c. Monitor the Function room events/activities held.
 - d. Register incoming workers/deliveries.
 - e. See to it that properties being pulled out are covered by proper documents.
 - f. Report any untoward incident during duty.
 - g. Submit daily activity report to Detachment Commander
 - h. Perform other duties as Insurance Commission and/or the security Agency may assign/direct.
- 7. SECOND FLOOR LOBBY: 1 SG
 - 5 DAYS, MON-FRI, 0600H-1800H
 - a. Man the Office of the Commissioner and Deputy Commissioners lobby/hallway at all times.
 - b. Greet with respect all visitors, guest and personnel; and salute Insurance Commission officers.
 - c. Screen guests and visitors; and call/inform the Secretary whether or not they will be entertained.
 - d. See to it that all outgoing properties being brought out are covered by gate passes.
 - e. Observe the visitors/guests entering the office building during employees' break time (1200H-1300H).
 - f. Report any untoward incident during duty.
 - g. Submit daily activity report to Detachment Commander
 - h. Perform other duties as Insurance Commission and/or the security Agency may assign/direct.
- 8. GROUND FLOOR LOBBY RECEPTIONIST: 1 LG 5 DAYS, MON-FRI, 0600H-1800H
 - a. Greet with respect all visitors, guests and personnel; and salute Insurance Commission officers.
 - b. Monitor incoming and outgoing employees, visitors, guests and deliveries.
 - c. Direct all visitors and guests to their designated divisions for transaction.
 - d. Assist in receiving incoming documents/deliveries.
 - e. Report any untoward incident during duty.
 - f. Submit daily activity report to Detachment Commander

- g. Perform other duties as Insurance Commission and/or the security Agency may assign/direct.
- EMERGENCY EXIT NEAR LIFE DIVISION: 1 SG IC GATE 3: 1 SG MAIN LOBBY: 1 SG ROVING: 1 SG 5 DAYS, MON-FRI, 0800H-1600H
 - a. Monitor incoming and outgoing employees.
 - b. Inform all visitors and guests that ONLY IC officials and personnel are allowed to pass thru said exit. Hence, direct them to the designated entrance/exit for visitors and guests.
 - c. Register incoming workers/deliveries.
 - d. See to it that properties being pulled out are covered by proper documents.
 - e. Report any untoward incident during duty.
 - f. Submit daily activity report to Detachment Commander
 - g. Perform other duties as Insurance Commission and/or the security Agency may assign/direct.

10. CLOSE-IN SECURITY (COMMISSIONER): 2 SG

7 DAYS, MON-SUN, 0600H-1800H

7 DAYS, MON-SUN, 1800H-0600H

- a. Provides protection to and ensure the safety of the Insurance Commissioner at all times.
- b. Performs other duties as the Insurance Commissioner may assign or direct.

The Insurance Commission may promulgate additional operating policies and procedures, which are germane and relevant to the security services contemplated.

11. CEBU DISTRICT OFFICE: 2 SG

7 DAYS, MON-SUN, 0600H-1800H (ROVING)

- 7 DAYS, MON-SUN, 1800H-0600H (ROVING)
 - a. Assume over-all responsibility of the members of the security force of the IC Davao District Office.
 - b. Ensure the constant monitoring of the CCTV footages and officially transmit authentic copies of its recordings to the Administrative Division.
 - c. Report any untoward incident.
 - d. Conduct initial investigation, attend all complaint or unusual incidents, and to coordinate these events with the nearest Police station/BFP, if necessary.
 - e. Responsible for monitoring of CCTV/FDAS.
 - f. Submit weekly and monthly report to the Management Support Office and the Agency.
 - g. Conduct roving inspection at all times in all areas of responsibility.
 - h. Monitor and assist in special events of Insurance Commission Davao District Office.
 - i. Extend necessary assistance to all visitors, guests and employees.

12. DAVAO DISTRICT OFFICE: 2 SG

7 DAYS, MON-SUN, 0600H-1800H (ROVING) 7 DAYS, MON-SUN, 1800H-0600H (ROVING)

- a. Assume over-all responsibility of the members of the security force of the IC Davao District Office.
- b. Ensure the constant monitoring of the CCTV footages and officially transmit authentic copies of its recordings to the Administrative Division.
- c. Report any untoward incident.
- d. Conduct initial investigation, attend all complaint or unusual incidents, and to coordinate these events with the nearest Police station/BFP, if necessary.
- e. Responsible for monitoring of CCTV/FDAS.
- f. Submit weekly and monthly report to the Management Support Office and the Agency.
- g. Conduct roving inspection at all times in all areas of responsibility.
- h. Monitor and assist in special events of Insurance Commission Davao District Office.
- i. Extend necessary assistance to all visitors, guests and employees.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following: a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs. The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail"

criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

surance

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

<u>or</u>

 (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,

<u>and</u>

- (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

- (f) 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; <u>and</u>
- (g) 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
- (h) 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

- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

(k) 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**

___ (I)

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

<u>or</u>

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

Class "B" Documents

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

<u>or</u>

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

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

- ___ (r
- (n) [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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; and
- (b) Original of duly signed and accomplished Price Schedule(s).

BIDDING FORMS

| FORM NO. | FORM TITLE | PAGE |
|-----------------|---|------|
| IC Form No. 1 | BID FORM | 60 |
| IC Form No. 1-A | DETAILED BID PRICE SCHEDULE | 61 |
| IC Form No. 2 | DETAILED COST DISTRIBUTION FORMS | 62 |
| IC Form No. 3 | FINANCIAL DOCUMENTS FOR ELIGIBILITY | 74 |
| IC Form No. 4 | FORM OF BID SECURITY (BANK GUARANTEE) | 75 |
| IC Form No. 5 | FORM OF BID SECURITY (IRREVOCABLE LETTER OF CREDIT) | 77 |
| IC Form No. 6 | CONFORMITY WITH SECTION VI (SCHEDULE OF REQUIREMENTS) AND SECTION VII (TECHNICAL SPECIFICATION) | 80 |
| IC Form No. 7 | LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED | 81 |
| IC Form No. 8 | STATEMENT IDENTIFYING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS | 82 |
| IC Form No. 9 | CREDIT LINE CERTIFICATE | 83 |
| IC Form No. 10 | JOINT VENTURE AGREEMENT | 85 |
| IC Form No. 11 | AFFIDAVIT OF COMMITMENT | 87 |
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| IC Form No. 13 | OMNIBUS SWORN STATEMENT | 91 |
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| IC Form No. 15 | LIST OF KEY PERSONNEL/OFFICIALS | 95 |
| IC Form No. 16 | ORGANIZATIONAL CHART | 96 |
| IC Form No. 17 | LIST OF LICENSED SECURITY PERSONNEL | 97 |

Bid Form

Date: ______ Invitation to Bid No: ______

To: The BAC Chairperson Insurance Commission G/F IC Bldg., 1071 United Nations Avenue Ermita, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of Goods] in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in <u>BDS</u> provision for **ITB** Clause **Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause **Error! Reference source not found.** of the Bidding Documents.

Dated this ______ day of ______ 20____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Detailed Bid Price Schedule

| | Invitat | Date: ion to Bid No: | | | |
|---|-----------------------|--|-------------------------|--------------|-------------------|
| <u>Project :</u> Supply of Secur Head Office, Cebu and Davao | | for the Insurance fices) and its Pren | | | (Manila |
| <u>Code:</u> Date of Bidding: Time of Bidding: | | | | | |
| (Supplier's Name/Address/Te | el. No.) | ۰. | 6 | | |
| Name of Bidder | | ITB Number | . Page _ | 0 | of |
| <u>Category</u> | <u>Rate/</u> Guard | No. of Security Personnel | Month | <u>Total</u> | <u>Year Total</u> |
| Regular Guards | | 26 | | | |
| | | | | | |
| | 0 | Total for One (1) y | vear : | | |
| - | ТС | DTAL BID PRICE F | PHP : | | |
| Total Amount in Words : | | | | | |
| | | | (PhP | |) |
| | | | | | |
| | | Sigr Authorized | nature/D I Official/ | | on |
| | | | | | |

IC Form No. 2

DETAILED COST DISTRIBUTION FORMS

Group 1

| 7 Days / 12 Hours / With ND & OT | | |
|---|---|-----------|
| Days worked per week | 7 | days |
| No. of days/year | | days |
| New daily wage (DW) | | 560.00 |
| COLA | P | 10.00 |
| New minimum wage | Р | 570.00 |
| Amount to guard | | |
| Ave. pay/ month (DW x No. days per year/ 12) | P | 18,734.00 |
| Night differential pay (Ave. pay/ mo. X 10% x 1) / 2 | | 936.70 |
| 13th month pay (DW x 365/ 12/ 12) | | 1,444.79 |
| 5 days incentive pay (DW x 5/ 12) | | 237.50 |
| Uniform allowance (R.A. 5487) | | 100.00 |
| Overtime pay | | 11,813.96 |
| Total amount to guard | Р | 33,266.95 |
| Amount to Government in favor of guards | | |
| Retirement benefit (R.A. 7641) | | 1,068.75 |
| SSS premium | | 1,602.50 |
| SSS Employee's Compensation | | 30.00 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 421.52 |
| PAG-IBIG fund | | 100.00 |
| A. Total amount to guard and Government | Р | 36,489.72 |
| B. Administrative fee (20% of total amount to guard and Government) | | |
| C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
| Minimum contract rate 12 Hours (A + B + C) | Р | |
| | | |

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

| Days worked per week | | days |
|---|-------|-----------|
| No. of days/year | 394.4 | days |
| New daily wage (DW) | P | 560.00 |
| COLA | P | 10.00 |
| New minimum wage | Р | 570.00 |
| Amount to guard | | |
| Ave. pay/ month (DW x No. days per year/ 12) | P | 18,734.00 |
| Night differential pay (Not applicable) | | |
| 13th month pay (DW x 365/ 12/ 12) | | 1,444.79 |
| 5 days incentive pay (DW x 5/ 12) | | 237.50 |
| Uniform allowance (R.A. 5487) | | 100.00 |
| Overtime pay | | 11,813.96 |
| Total amount to guard | Р | 32,330.25 |
| Amount to Government in favor of guards | | |
| Retirement benefit (R.A. 7641) | | 1,068.75 |
| SSS premium | | 1,602.50 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 421.52 |
| SSS Employee's Compensation | | 30.00 |
| PAG-IBIG fund | | 100.00 |
| A. Total amount to guard and Government | Р | 35,553.02 |
| B. Administrative fee (20% of total amount to guard and Government) | | |
| C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
| Minimum contract rate 12 Hours (A + B + C) | Р | |

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

| Days worked per week | 7 | days |
|---|---|--------------|
| No. of days/year | | days days |
| New daily wage (DW) | | 560.00 |
| COLA | | 10.00 |
| New minimum wage | | 570.00 |
| Amount to guard | | |
| Ave. pay/ month (DW x No. days per year/ 12) | Р | 18,734.00 |
| Night differential pay (Ave. pay/ mo. X 10% x 1) / 3 | | 624.47 |
| 13th month pay (DW x 365/ 12/ 12) | | 1,444.79 |
| 5 days incentive pay (DW x 5/ 12) | | 237.50 |
| Uniform allowance (R.A. 5487) | | 100.00 |
| Overtime pay | | |
| Total amount to guard | Р | 21,140.76 |
| Amount to Government in favor of guards | | |
| Retirement benefit (R.A. 7641) | | 1,068.75 |
| SSS premium | | 1,602.50 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 421.52 |
| SSS Employee's Compensation | | 30.00 |
| PAG-IBIG fund | | 100.00 |
| A. Total amount to guard and Government | P | 24,363.52 |
| B. Administrative fee (20% of total amount to guard and Government) | | |
| C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
| Minimum contract rate 12 Hours (A + B + C) | Р | |

1

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

| Days worked per week | 7 | days |
|---|---|---------------|
| No. of days/year | | days |
| New daily wage (DW) | | 560.00 |
| COLA | | 10.00 |
| New minimum wage | | 570.00 |
| Amount to guard | | |
| Ave. pay/ month (DW x No. days per year/ 12) | Р | 18,734.00 |
| Night differential pay (Not applicable) | | 9 4 13 |
| 13th month pay (DW x 365/ 12/ 12) | | 1,444.79 |
| 5 days incentive pay (DW x 5/ 12) | | 237.50 |
| Uniform allowance (R.A. 5487) | | 100.00 |
| Overtime pay | | 1 4 13 |
| Total amount to guard | Р | 20,516.29 |
| Amount to Government in favor of guards | | |
| Retirement benefit (R.A. 7641) | | 1,068.75 |
| SSS premium | | 1,602.50 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 421.52 |
| SSS Employee's Compensation | | 30.00 |
| PAG-IBIG fund | | 100.00 |
| A. Total amount to guard and Government | Р | 23,739.06 |
| B. Administrative fee (20% of total amount to guard and Government) | | |
| C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
| Minimum contract rate 12 Hours (A + B + C) | Р | |

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

| <u>6 Days / 12 Hours / Day shift / With OT</u> | | |
|---|-----|-----------|
| Days worked per week | 6 | days |
| No. of days/year | 313 | days |
| New daily wage (DW) | P | 560.00 |
| COLA | Р | 10.00 |
| New minimum wage | P | 570.00 |
| Amount to guard | | |
| Ave. pay/ month (DW x No. days per year/ 12) | P | 14,867.50 |
| Night differential pay (Not applicable) | | |
| 13th month pay (DW x 313/ 12/ 12) | | 1,238.96 |
| 5 days incentive pay (DW x 5/ 12) | | 237.50 |
| Uniform allowance (R.A. 5487) | | 100.00 |
| Overtime pay | | 9,726.81 |
| Total amount to guard | Р | 26,170.77 |
| Amount to Government in favor of guards | | |
| Retirement benefit (R.A. 7641) | | 1,068.75 |
| SSS premium | | 1,305.00 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 334.52 |
| SSS Employee's Compensation | | 30.00 |
| PAG-IBIG fund | | 100.00 |
| A. Total amount to guard and Government | Р | 29,009.04 |
| B. Administrative fee (20% of total amount to guard and Government) | | |
| C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
| Minimum contract rate 12 Hours (A + B + C) | Р | |

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

| B. Administrative fee (20% of total amount to guard and Government) C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
|--|------|--------------|
| A. Total amount to guard and Government | Р | 19,282.23 |
| PAG-IBIG fund | | 100.00 |
| SSS Employee's Compensation | | 30.00 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 334.52 |
| SSS premium | | 1,305.00 |
| Retirement benefit (R.A. 7641) | | 1,068.7 |
| Amount to Government in favor of guards | | |
| Total amount to guard | Р | 16,443.96 |
| Overtime pay | | |
| Uniform allowance (R.A. 5487) | | 100.00 |
| 5 days incentive pay (DW x 5/ 12) | | 237.50 |
| 13th month pay (DW x 313/ 12/ 12) | | 1,238.96 |
| Night differential pay (Not applicable) | | 1000 1000 |
| Ave. pay/ month (DW x No. days per year/ 12) | Р | 14,867.50 |
| Amount to guard | | |
| New minimum wage | Р | 570.00 |
| COLA | | 10.00 |
| New daily wage (DW) | 1000 | 560.00 |
| No. of days/year | 313 | days |
| Days worked per week | 6 | days |
| <u>ô Days / 8 Hours / Day shift</u> | | |

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

| <u>5 Days / 12 Hours / Day shift / With OT</u> | | |
|---|-----|---------------|
| Days worked per week | 5 | days |
| No. of days/year | 261 | days |
| New daily wage (DW) | P | 560.00 |
| COLA | Р | 10.00 |
| New minimum wage | P | 570.00 |
| Amount to guard | | |
| Ave. pay/ month (DW x No. days per year/ 12) | Р | 12,397.50 |
| Night differential pay (Not applicable) | | 0 |
| 13th month pay (DW x 261/ 12/ 12) | | 1,033.13 |
| 5 days incentive pay (DW x 5/ 12) | | 237.50 |
| Uniform allowance (R.A. 5487) | | 100.00 |
| Overtime pay | | 8,183.06 |
| Total amount to guard | Р | 21,951.19 |
| Amount to Government in favor of guards | | |
| Retirement benefit (R.A. 7641) | | 1,068.75 |
| SSS premium | | 1,072.50 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 278.94 |
| SSS Employee's Compensation | | 30.00 |
| PAG-IBIG fund | | 100.00 |
| A. Total amount to guard and Government | Р | 24,501.38 |
| B. Administrative fee (20% of total amount to guard and Government) | | |
| C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
| Minimum contract rate 12 Hours (A + B + C) | P | |
| | •• | |

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

| Days worked per week | 5 | days |
|---|--|------------|
| No. of days/year | 261 | |
| New daily wage (DW) | | 560.00 |
| COLA | Electron and the second se | 10.00 |
| New minimum wage | | 570.00 |
| Amount to guard | | |
| Ave. pay/ month (DW x No. days per year/ 12) | P | 12,397.50 |
| Night differential pay (Not applicable) | | 1 . |
| 13th month pay (DW x 261/ 12/ 12) | | 1,033.13 |
| 5 days incentive pay (DW x 5/ 12) | | 237.50 |
| Uniform allowance (R.A. 5487) | | 100.00 |
| Overtime pay | | - |
| Total amount to guard | Р | 13,768.13 |
| Amount to Government in favor of guards | | |
| Retirement benefit (R.A. 7641) | | 1,068.75 |
| SSS premium | | 1,072.50 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 278.94 |
| SSS Employee's Compensation | | 30.00 |
| PAG-IBIG fund | | 100.00 |
| A. Total amount to guard and Government | Р | 16,318.32 |
| B. Administrative fee (20% of total amount to guard and Government) | | |
| C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
| Minimum contract rate 12 Hours (A + B + C) | Р | |

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

| 7 Days / 12 Hours / With ND & OT | | |
|---|-------|-----------|
| Days worked per week | 7 | days |
| No. of days/year | 394.4 | days |
| New daily wage (DW) | | 438.00 |
| COLA | P | 5.00 |
| New minimum wage | Р | 443.00 |
| Amount to guard | | |
| Ave. pay/ month (DW x No. days per year/ 12) | P | 14,559.93 |
| Night differential pay (Ave. pay/ mo. X 10% x 1) / 2 | | 728.00 |
| 13th month pay (DW x 365/ 12/ 12) | | 1,122.88 |
| 5 days incentive pay (DW x 5/ 12) | | 184.58 |
| Uniform allowance (R.A. 5487) | | 100.00 |
| Overtime pay | | 9,182.56 |
| Total amount to guard | Р | 25,877.95 |
| Amount to Government in favor of guards | | |
| Retirement benefit (R.A. 7641) | | 830.63 |
| SSS premium | | 1,242.50 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 327.60 |
| SSS Employee's Compensation | | 30.00 |
| PAG-IBIG fund | | 100.00 |
| A. Total amount to guard and Government | Р | 28,408.68 |
| B. Administrative fee (20% of total amount to guard and Government) | | |
| C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
| Minimum contract rate 12 Hours (A + B + C) | Р | |
| | | |

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

| Days worked per week | 7 | days |
|---|---|-----------|
| No. of days/year | | days |
| New daily wage (DW) | | 438.00 |
| COLA | Р | 5.00 |
| New minimum wage | Р | 443.00 |
| Amount to guard | | |
| Ave. pay/ month (DW x No. days per year/ 12) | Р | 14,559.93 |
| Night differential pay (Not applicable) | | |
| 13th month pay (DW x 365/ 12/ 12) | | 1,122.88 |
| 5 days incentive pay (DW x 5/ 12) | | 184.58 |
| Uniform allowance (R.A. 5487) | | 100.00 |
| Overtime pay | | 9,182.56 |
| Total amount to guard | Р | 25,149.96 |
| Amount to Government in favor of guards | | |
| Retirement benefit (R.A. 7641) | | 830.63 |
| SSS premium | | 1,242.50 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 327.60 |
| SSS Employee's Compensation | | 30.00 |
| PAG-IBIG fund | | 100.00 |
| A. Total amount to guard and Government | P | 27,680.68 |
| B. Administrative fee (20% of total amount to guard and Government) | | |
| C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
| Minimum contract rate 12 Hours (A + B + C) | Р | |

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

| 7 Days / 12 Hours / With ND & OT | | |
|---|-------|-----------|
| Days worked per week | 7 | days |
| No. of days/year | 394.4 | days |
| New daily wage (DW) | Р | 435.00 |
| COLA | P | 0.00 |
| New minimum wage | Р | 435.00 |
| Amount to guard | | |
| Ave. pay/ month (DW x No. days per year/ 12) | P | 14,297.00 |
| Night differential pay (Ave. pay/ mo. X 10% x 1) / 2 | | 714.85 |
| 13th month pay (DW x 365/ 12/ 12) | | 1,102.60 |
| 5 days incentive pay (DW x 5/ 12) | | 181.25 |
| Uniform allowance (R.A. 5487) | | 100.00 |
| Overtime pay | | 9,016.75 |
| Total amount to guard | Р | 25,412.45 |
| Amount to Government in favor of guards | | |
| Retirement benefit (R.A. 7641) | | 815.63 |
| SSS premium | | 1,242.50 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 321.68 |
| SSS Employee's Compensation | | 30.00 |
| PAG-IBIG fund | | 100.00 |
| A. Total amount to guard and Government | Р | 27,922.26 |
| B. Administrative fee (20% of total amount to guard and Government) | | |
| C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
| Minimum contract rate 12 Hours (A + B + C) | Р | |
| | | 8. |

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

Telephone/Fax Number

Group 12 - Cebu District Office

| <u>7 Days / 12 Hours / Day shift / With OT</u> | | |
|---|-------|---------------|
| Days worked per week | 7 | days |
| No. of days/year | 394.4 | days |
| New daily wage (DW) | P | 435.00 |
| COLA | P | 0.00 |
| New minimum wage | Р | 435.00 |
| Amount to guard | | |
| Ave. pay/ month (DW x No. days per year/ 12) | P | 14,297.00 |
| Night differential pay (Not applicable) | | 9 - 83 |
| 13th month pay (DW x 365/ 12/ 12) | | 1,102.60 |
| 5 days incentive pay (DW x 5/ 12) | | 181.25 |
| Uniform allowance (R.A. 5487) | | 100.00 |
| Overtime pay | | 9,016.75 |
| Total amount to guard | Р | 24,697.60 |
| Amount to Government in favor of guards | | |
| Retirement benefit (R.A. 7641) | | 815.63 |
| SSS premium | | 1,242.50 |
| Philhealth contribution (Ave. pay/month x 4.5%)/2 | | 321.68 |
| SSS Employee's Compensation | | 30.00 |
| PAG-IBIG fund | | 100.00 |
| A. Total amount to guard and Government | Р | 27,207.41 |
| B. Administrative fee (20% of total amount to guard and Government) | | |
| C. Value-added tax (Agency fee x 12% VAT-RMC-39-2007) [(B + C) * 12%] | | |
| Minimum contract rate 12 Hours (A + B + C) | Р | |

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

Name of Company

Address

Signature over Printed Name (Duly authorized to sign the Bid)

Telephone/Fax Number

(a) Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

| | | Year 20 |
|----|---------------------------|---------|
| 1. | Total Assets | |
| 2. | Current Assets | |
| 3. | Total Liabilities | |
| 4. | Current Liabilities | |
| 5. | Net Worth (1-3) | |
| 6. | Net Working Capital (2-4) | |

(b) The **Net Financial Contracting Capacity (NFCC)** based on the above data is computed as follows:

NFCC = [(Current asset – current liabilities) (15)] minus value of all outstanding or uncompleted portions of the project under ongoing contracts yet to be started coinciding with the contract to be bid.

or

Commitment from a licensed bank to extend to it a credit line if awarded the contract.

Name of Bank: ______ Amount: _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative Date : _____

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Form of Bid Security (Bank Guarantee)

WHEREAS, [insert name of Bidder] (hereinafter called the "Bidder") has submitted his bid dated [insert date] for the [insert name of contract] (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the "Bank" are bound unto Insurance Commission (hereinafter called the "Entity") in the sum of *[insert amount]*² for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of ______ 2019.

THE CONDITIONS of this obligation are:

- 1. If the Bidder:
 - a. withdraws his Bid during the period of bid validity specified in the Form of Bid; or
 - b. does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - a. fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date *[insert days]*³ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

| DATE | SIGNATURE OF | - THE BANK |
|-------------|---------------------|------------|
| WITNESS | | SEAL |
| (Signature, | , Name and Address) | |
| | | |
| | ance | |
| 175 | | |

 $^{^3}$ Usually 28 days after the end of the validity period of the Bid. Date should be inserted by the Entity before the Bidding Documents are issued.

Form of Bid Security (Irrevocable Letter of Credit)

Date: _____

DENNIS B. FUNA

Commissioner Insurance Commission 2nd Floor, IC Building, 1071 United Nations Avenue, Ermita, Manila

> Irrevocable Letter of Credit No. _ For Contract No. ____

WHEREAS, ______, hereinafter called "Supplier" has undertaken in pursuance to <u>(name of Project and contract number)</u>, and whereas it has been stipulated by you in the said Contract that the Supplier shall furnish an irrevocable standby Letter of Credit for a sum specified therein as security for the faithful compliance of Supplier's obligations in accordance with the Contract.

WHEREAS, we have agreed to guarantee this obligation by Supplier.

THEREFORE, we hereby affirm that we are guarantors and responsible to you, behalf of Supplier, the total amount up to of on and we undertake to pay you, upon first written demand declaring the Supplier to be in default under the Contract and without cavil, or argument, any sum or sums within the limits of ____(amount of guarantee)___ as aforesaid, without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This irrevocable guarantee is valid until the issuance by you of Notice of Final Acceptance.

This certification is being issued in favor of the said Supplier in connection with the requirements of bidding of <u>(name of the procuring entity)</u> for the abovementioned contract. We are aware that any false statements issued by us makes us liable for perjury.

Name and Signature of Authorized

Financing Institution Officer :

Official Designation : _____

Concurred By:

Name & Signature of Supplier's

Authorized Representative

Official Designation

Note:

The amount committed should be machine validated.

ACKNOWLEDGMENT

| | ES))SS. | |
|---------------------------------|--|--------------|
| BEFORE ME, a Notary P day of | ublic for and in , 2022, personally a | |
| NAME | CTC NO. | ISSUED AT/ON |
| | | |

known to me and known to be the same person who executed the foregoing instrument consisting of ______ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

| Notary Public |
|------------------------|
| Until 31 December 2022 |
| Issued at: |
| Issued on: |
| TIN No |

Doc. No. _____ Page No. _____ Book No. _____ Series of 2022

Conformity with Section VI (Schedule of Requirements) and Section VII (Technical Specifications)

<u>(Name of Bidder)</u> hereby undertakes that it shall COMPLY with the general requirements stated in Sections VI (Schedule of Requirements) and Section VII (Technical Specifications).

| | Name and Signature of Authorized Official |
|------------------------------|---|
| | |
| | Position |
| | * 65 |
| | Date |
| REPUBLIC OF THE PHILIPPINES) | |
|) S.S. | |
| | |
| ACKNOV | VLEDGMENT |

BEFORE ME, a Notary Public for and in _____, Philippines, this ____ day of _____, 2022, personally appeared:

| Name | Government-Issued ID & No. | Issued on | Issued at |
|------------|-------------------------------|-----------|-----------|
| (SUPPLIER) | | | |

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ (__) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public

Doc. No. ____; Page No. ____; Book No. ____; Series of 2022.

LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

6

| : | | | | | 2 | | | |
|-----------------------------------|---|-----------------------|---------------|---|-------------------|---|------------|--|
| Business Address : | | | | A | C | | | |
| Name of Contract/ Project Cost | (a) Owner's Name (b) Address (c) Telephone Nos. | Nature of Work | Bidder's Role | % | (a) (b) (c) | Date Awarded Date Started Date of Completion | % Accompli | Value of Outstanding Works / Undelivered Portion |
| | | | \smile | _ | | | | |
| | | - C2. | | - | | | | |
| (a) Notice of Awa | nents shall be submitted up ard and/or Contract seed issued by the owner | on post-qualification | : | | | | | |

(Printed Name & Signature)

Date

Business Name

:

Submitted by

Designation

STATEMENT IDENTIFYING THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS

9. K

| Business Name : | | | _ | N. | |
|---|--|----------------|---------------|---|---|
| Business Address : | | | | SO ⁷ | |
| Name of Contract | a) Owner's Name b) Address c) Telephone Nos. | Nature of Work | Bidder's Role | a) Amount at Award b) Amount at Completion c) Duration | a) Date Awarded b) Contract Effectivity c) Date Completed |
| | | | | | |
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| | | \sim | | | |
| Note: The following documents sha (a) Contract (b) Certificate of Completion (c) Certificate of Acceptant Submitted by: (Printed Name & S Designation : | on ce | | | | |
| A. | | 6) | | | |
| Date : | | | | | |

Credit Line Certificate

| | Date: |
|---|-------|
| DENNIS B. FUNA Commissioner Insurance Commission 2nd Floor IC Building, 1071 United Nations Avenue, Ermita, Manila | |
| CONTRACT/PROJECT : | |
| COMPANY/FIRM : ADDRESS : | |
| BANK/FINANCING INSTITUTION: ADDRESS : | |
| AMOUNT : | |

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the

<<u>Contractor/Distributor/Manufacturer/Supplier></u>, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the <<u>Contractor/Distributor/Manufacturer/Supplier></u> of the Notice of Award and such line of credit shall be maintained until the project is completed by the Supplier.

This Certification is being issued in favor of said <<u>Contractor/Distributor/Manufacturer/Supplier></u> in connection with the bidding requirement of <u>(Name of the Procuring Entity)</u> for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Officer : ______ Official Designation : ______

| Concurred By: | | |
|--------------------------|--------|--------------------------------|
| Name & Signature of < C | ontrac | ctor/Distributor/Manufacturer> |
| Authorized Representativ | /e | : |
| Official Designation | : | |

Note: The amount committed should be machine validated.

ACKNOWLEDGMENT

| REPUBLIC | OF | THE)S.S. | | PPINES | |
|----------------------|------------|-----------------------------|--------------|--------|---------------------|
| BEFORE ME, day of | | Public for and i , 2019, | | | , Philippines, this |
| NAM | <u>//E</u> | CTC | <u>: NO.</u> | ISSUE | <u>ED AT/ON</u> |
| | | | 5 | | |

known to me and known to be the same person who executed the foregoing instrument consisting of ______ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

| Notary Public | |
|------------------------|---|
| Until 31 December 2022 | |
| PTR No | _ |
| Issued at: | |
| Issued on: | |
| TIN No | |

| Doc. No |
|-----------------|
| Page No |
| Book No |
| Series of 2022. |

KNOW ALL MEN BY THESE PRESENTS:

| | That th | is JOI | NT VEN | FURE A | AGREEMEN | NT is en | tered | into By a | nd Betw | reen |
|----|---------|--------|--------|------------|---------------|-----------------|---------|-----------|-----------|------|
| | , | of | legal | age, | <u>(civil</u> | <u>status)</u> | , | owner/pro | prietor | of |
| | | | | $_$ and a | a resident of | f | | | | |
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| | | | | | ä | and – | | | | |
| | | | | | | | | | | |
| | | | | | of legal age | e, <u>(CIVI</u> | l statu | | er/propri | |
| of | - | | | | | а | | resident | | of |
| | | | | | | | | | | |

That both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the Insurance Commission.

A. NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that ______ and/or ______ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this _____ day of _____, in the year of our Lord 2022.

ACKNOWLEDGEMENT

| REPUBLIC OF THE PHILIPPINES | S))S.S. | |
|----------------------------------|--|--------------|
| BEFORE ME, a Notary Pu day of | blic for and in _, 2022, personally a | · · · · · |
| NAME | CTC NO. | ISSUED AT/ON |
| | | |

known to me and known to be the same person who executed the foregoing instrument consisting of ______ () pages, including the page whereon the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

| Notary Public | |
|------------------------|--|
| Until 31 December 2022 | |
| PTR No | |
| Issued at: | |
| Issued on: | |
| TIN No. | |

Doc. No. _____ Page No. _____ Book No. _____ Series of 2022.

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

AFFIDAVIT OF COMMITMENT

I, _____, of legal age, Filipino, married and residing at _____, after having been duly sworn to in accordance with law, hereby depose and say:

- 1. That I am the ______ and Authorized Signatory of <Agency> with an approved License to Operate (LTO) as a private security agency by the SOSIA on _____; Registration No. _____ with business address at
- 2. That in my capacity as the _____ _____ of the agency, I hereby commit myself, the agency and our security personnel that for the [Name of Project] with [Project Reference No.], we will abide by all the provisions of the contract to the best of our abilities and will safeguard the welfare of life and property at said facility.
- 3. That I undertake this affidavit to show the agency's commitment in providing quality security service and security personnel worthy of our trust and confidence.

FURTHER AFFIANT SAYETH NAUGHT.

| IN WITNESS WHEREOF, I | have hereunto affixed by signature this _ | day of |
|-----------------------|---|--------|
| , 2022, | , Philippines. | |

| | , 2022, _ | | | , , , , , , , , , , , , , , , , , | ippiliot | | | |
|------------|-----------|------------------------|----------|-----------------------------------|----------|----------------------|----------------------|----|
| 5 | | | | | | ne and s nt desig | signature> nation | |
| SUBSCRIBED | AND | SWORN _, Philippine | to s. | before | me | this | | in |

Notary Public

| Doc. No | |
|-----------------|--|
| Page No | |
| Book No | |
| Series of 2022. | |

Contract Agreement Form

THIS AGREEMENT made this _____ day of _____ 2022 between the **Insurance Commission** with principal office address at the Insurance Commission Building, 1071 United Nations Avenue, Ermita, Manila, 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 is in need of security services to provide protection to IC Offices against theft, pilferage, robbery, damage or loss, malicious mischief, trespass and lawful entry through force, intimation, threat, strategy or stealth, assault, arson, or other unlawful and destructive acts;

WHEREAS, the Entity invited Bids for the INSURANCE COMMISSION wishes to receive Bids for the SUPPLY OF SECURITY SERVICES FOR THE INSURANCE COMMISSION (MANILA HEAD OFFICE, CEBU AND DAVAO DISTRICT OFFICES) AND ITS PREMISES with Project Reference Number 2022-07-169, 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] (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract (GCC);
 - (e) the Special Conditions of Contract (SCC);
 - (f) the Entity's Notice of Award;
 - (g) the Entity's Notice to Proceed;
 - (h) the Supplemental Bid Bulletins;
 - (i) the Performance Security; and
 - (j) the Security Plan

The documents mentioned above shall be collectively referred to as "Contract Documents".

(Authorized Signatory)

DENNIS B. FUNA Commissioner

(Designation)

- 3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

Signed, sealed, and delivered by **DENNIS B. FUNA** the Commissioner of Insurance Commission (for the Entity).

| DENNIS B. FUNA |
|-----------------------------------|
| |
| Signed, sealed, and delivered by, |
| the of |
| (for the Supplier). |
| |
| (Supplier) |
| Witnessed by: |
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| S |
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| |

Certification of funds availability:

Republic of the Philippines)

) s.s.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ____ day of _____, 2022 personally appeared:

| Name | Government issued ID & No. | Issued on | Issued at |
|----------------|-------------------------------|-----------|-----------|
| DENNIS B. FUNA | | 6 | |
| | | 5 | |

known to me and to me known to be the same person who executed the foregoing instrument consisting of three (3) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represents.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

310

| Notary Public |
|------------------------|
| Until 31 December 2019 |
| PTR No |
| Issued at: |
| Issued on: |
| TIN No |

Doc. No. ____; Page No. ____; Book No. ____; Series of 2022. 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, <u>by itself or by</u> <u>relation, membership, association, affiliation, or controlling interest with another</u> <u>blacklisted person or entity as defined and provided for in the Uniform Guidelines</u> <u>on Blacklisting:</u>
- 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]

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

Bid-Securing Declaration

Invitation to Bid/Request for Expression of Interest No.¹ [Insert reference number]

To: **DENNIS B. FUNA**

Insurance Commissioner Insurance Commission 2nd Floor Insurance Commission Bldg., 1071 United Nations Avenue, Ermita, Manila 1000

I/We², the undersigned, declared 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 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 Declaration⁴; 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 9184; without prejudice to the 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:
 - 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

¹ Select one and delete the other.

² Select one and delete the other. Adopt same instruction for similar terms throughout the documents.

⁴ Issued by the GPPB through GPPB Resolution No. 03-2012 on 27 January 2012

request for reconsideration or (ii) I/we filed a waiver to avail of said right;

(c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid⁵, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/we have hereunto set my/our hands this ____ day of _____ 2022 at _____.

| SUBSCRIBED AND SV | VORN TO before me this o | day of |
|-------------------------------|----------------------------------|--------------------------|
| 2022 at | , Philippines, Affiant/s is/ai | e personally known to |
| me and was/were identified by | me through competent evidence | e of identity as defined |
| | Practice (A.M. No. 02—8-13-SC | , |
| 2 77 0 | mment identification card used], | |
| 0 11 0 | on, with noar | nd his/her Government- |
| Issued ID & No | issued on | at |
| | | |

Witness my hand and seal this _____ day of ______ 2022.

NAME OF NOTARY PUBLIC

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

Doc. No. ____; Page No. ____; Book No. ____; Series of 2022.

⁵ Select one and delete the other.

List of Key Personnel/Officials

| Name of Officials | Present Position/ Designation | Education | Military/Police/ Security Background & Years of Experience | No. of Years in the Firm | IC Remarks |
|----------------------|-------------------------------------|-----------|--|--------------------------------|---------------|
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Note:

- 1. Attached personnel history/functional statements and curriculum vitae.
- 2. Use additional sheets if necessary.

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| |

Date: _____

Page _____of _____



Note:

- 1. Indicate the name of key official underneath each position.
- 2. Use additional sheets if necessary.

| Signature of authorized Representative: |
|---|
| Name of Representative: |
| Designation: |
| |

| Page | of | |
|------|----|--|
|------|----|--|

List of Licensed Security Personnel to be Assigned to Manila Head Office, Cebu and Davao District Office

| r | | | | | |
|----------------------------------|-------------------------------------|-----------|--|--------------------------------|---------------|
| Name of Security Personnel | Present Position/ Destination | Education | Military/Police/ Security Background & Years of Experience | No. of Years in the Firm | IC Remarks |
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Note:

- Attached personnel history/functional statements and curriculum vitae.
 Use additional sheets if necessary.

| Signature of authorized Representative: | |
|---|--|
| Name of Representative: | |
| Designation: | |

Date: _____

Page _____of _____

