



TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)

BID DOCUMENTS

**Provision of Security Services
Requirements for TESDA Complex
for FY 2023**

TESDA-CO-2022-14

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID FOR PROVISION OF SECURITY SERVICES REQUIREMENTS FOR TESDA COMPLEX FOR FY 2023

1. The **Technical Education and Skills Development Authority (TESDA)**, through the National Expenditure Program (NEP) for FY 2023 intends to apply the sum of **Twenty-Six Million Forty-Two Thousand Three Hundred Seventy-Eight Pesos and 04/100 (P26,042,378.04)** for the **Provision of Security Services Requirements for TESDA Complex for FY 2023**. Bids received in excess of the ABC for the lot shall be automatically rejected at bid opening.

This procurement activity is being undertaken in accordance with the Government Procurement Policy Board (GPPB) Circular 06-2019 and Resolution No. 14-2019 issued on 17 July 2019 on the Guidelines for the implementation of Early Procurement Activities (EPA).

EPA shall refer to the conduct of procurement activities, from posting of the procurement opportunity, if required, until recommendation of the Bids and Awards Committee (BAC) to the Head of Procuring Entity (HoPE) as to the award of the contract, for goods to be delivered, infrastructure projects to be implemented and consulting services to be rendered in the following fiscal year (i.e., FY 2023), pending approval of their respective funding sources.

The bidders, therefore, are herewith informed of the following:

- a.) Interested bidders are invited/requested to submit their bid proposals based on indicative budget (i.e., subject to final approval) through this Invitation to Bid, together with the bidding documents;
- b.) The PE will evaluate the bid proposals and determine the winning bidder. The financial bid proposal of the winning bidder will be contract price/amount which is considered fixed price. However, the Notice of Award (NOA) will only be issued upon the approval of the budget (i.e., short of award);
- c.) Should there be a delay in the award as affected by the possible delay in the budget approval, the bid validity as specified in the bidding documents (which is a maximum of [120] calendar days), the winning bidder may be requested to extend the bid validity accordingly (that is, changing the expiration of the original bid security). In case of the bidder's refusal to extend the bid validity, the bid submitted by said bidder will be rejected.

Handwritten initials and signature in blue ink.

2. The **TESDA** now invites bids for the above Procurement Project. Delivery of the Goods is required by FY 2023. 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 TESDA and inspect the Bidding Documents at the address given below during office hours from **8:00 a.m. to 5:00 p.m. starting 18 October 2022**.
5. A complete set of Bidding Documents may be acquired by interested Bidders beginning **18 October 2022 until 09 November 2022** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents in the amount of **Twenty-Five Thousand Pesos (₱25,000.00)**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The TESDA will hold a Pre-Bid Conference on **26 October 2022 at 10:00 a.m** through video conferencing or webcasting via **Zoom** which shall be open to prospective bidders.

In line with the precautionary health measures being adopted by the agency, interested bidders may join the Pre-Bid Conference via video-conference (Zoom). In order to secure the zoom link password, prospective bidders are advised to send an email request to the BAC Secretariat at **bacsecretariat@tesda.gov.ph NOT LATER THAN 4:00 P.M., 25 OCTOBER 2022**, together with the following details:

- a. Name of Project
- b. Bid Reference
- c. Activity
- d. Company Name
- e. Address
- f. Name of Representative [**maximum of TWO (2)**]
- g. Contact Nos.
- h. E-mail Address
- i. Scanned or Proof of Identity of the representative (pls. attach)

By submitting the abovementioned information, it would be understood that the prospective bidders are conforming to the Data Privacy Act and TESDA Privacy Rules and Regulations. TESDA will not share the personally identifiable information to any third party for marketing purposes. However, TESDA may share information with governmental agencies in cases permitted or required by law. Likewise, the personally identifiable information shall be kept secured. Only authorized staff of the abovementioned e-mail have access to this information.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who will prepare the documents for the bidder to minimize errors in the preparation of bids. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids. Only the **pre-registered representative/s or personnel** shall be allowed to attend during Zoom Video Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **09 November 2022 at 9:00 a.m.** Online submission is not yet available. 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 **09 November 2022 at 10:00 a.m.,** at the Gabriela Silang Room, TESDA Women's Center, Gate 1, TESDA Complex, Building 2, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Please be advised that all prospective bidders attending the meeting at TESDA must submit **a copy of their COVID 19 vaccination card** demonstrating that their representatives are fully vaccinated and have a **negative COVID-19 antigen result** no later than **twenty-four (24) hours** prior to the foregoing meeting.

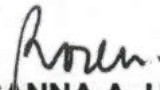
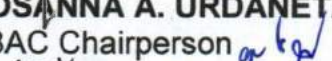
Due to community quarantine measures, only one (1) representative is allowed to attend personally in the bid opening and will be required to follow the TESDA protocol for Visitors specifically on compliance with social distancing, wearing of face masks, body temperature screening, filling up of self-screening form which must be filled-up prior to the arrival at TESDA. Visitors who show signs of COVID-19 related symptoms such as cough, flu, fever, high body temperature and sneezing are advised not to proceed to TESDA since they will not be allowed to enter the TESDA compound.

For the Opening of Bids, bidders are required to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who prepared the documents for the bidder. If there are any issues or concerns about the bidder's document(s), the bidder's representative must respond to them during the meeting.

10. The **TESDA** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. ARCADIA CRESELDA P. BALINAS
Head, BAC Secretariat
4th Floor, BAC Secretariat Office
TESDA Administration Building
East Service Road, South Luzon Expressway (SLEX)
Fort Bonifacio, Taguig City 1630
Telefax: (02) 8893-8296
Viber No.: 09999550108
E-mail: bacsecretariat@tesda.gov.ph
12. You may visit <https://www.tesda.gov.ph/About/TESDA/149> for downloading of Bidding Documents.

Date of Issue: 17 October 2022


DDG ROSANNA A. URDANETA
BAC Chairperson 

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **TESDA** wishes to receive Bids for the **Provision of Security Services Requirements for TESDA Complex for FY 2023**, with identification number **TESDA-CO-2022-14**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2023** in the amount of **Twenty-Six Million Forty-Two Thousand Three Hundred Seventy-Eight Pesos and 04/100 (P26,042,378.04)**.

2.2. The source of funding is the National Expenditure Program for FY 2023.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership is not allowed to 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 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 Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **26 October 2022** at **10:00 a.m.** through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an

apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **9 March 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. Under GPPB Circular No. 06-2019 Item 4 on Bid Validity of the Guidelines on the Implementation of Early Procurement Activities (EPA), the PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective. Hence, a change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended. If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by the said bidder.

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

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.

or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|-----------------|--|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. any contract on the provision of Security Services, and must be at least equivalent to fifty percent (50%) of the ABC.; and b. completed within five (5) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | The Procuring Entity has prescribed that subcontracting is not allowed. |
| 10.1 | <p>During the bid opening, the Bidder shall submit a notarized Affidavit of Undertaking stating compliance with the following requirements:</p> <ul style="list-style-type: none"> • All security personnel to be deployed in TESDA must be holders of valid Security Services NC II certificate and must have previous experience of at least three (3) years as "security personnel". • All security personnel to be deployed in TESDA must have undergone and passed the required neuro-psychiatric examination and drug test conducted by a reputable laboratory/ drug testing center with an active accreditation from the Department of Health (DOH) and/or Philippine National Police (PNP) and/or National Bureau of Investigation (NBI) accredited testing agency evidenced by corresponding proof or certification issued by the concerned authorities. • All security personnel must be ready to perform other task as may be required by TESDA management, related security, safety and protection such as registering visitors, inspection of bags or cargo (in and out), inspection of vehicles, escorting VIPs and other administrative functions. |
| 11.4 | Not applicable. |
| 12.1 (b) | The price of the Goods shall be quoted DDP in the Philippines. |

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| ITB Clause | | | | | | | | | | | | |
|------------|---|--|--------------------------------------|--|---------|-----|-------|-----|---|---|--|--------------------------------------|
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than ₱520,847.56 (two percent [2%] of the ABC) of each lot, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than ₱1,302,118.90 (five percent [5%] of the ABC) of each lot if bid security is in Surety Bond.</p> | | | | | | | | | | | |
| 15 | <p>Each Bidder shall submit one copy of the first and second components of its Bid.</p> <p>The Procuring Entity requests for two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.</p> | | | | | | | | | | | |
| 19.3 | <p>The Project will be awarded one (1) Project having several items, details of which are as follows:</p> <table border="1" data-bbox="341 981 1318 1487"> <thead> <tr> <th data-bbox="341 981 424 1055">Lot No.</th> <th data-bbox="424 981 652 1055">Lot</th> <th data-bbox="652 981 1062 1055">Items</th> <th data-bbox="1062 981 1318 1055">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="341 1055 424 1487">1</td> <td data-bbox="424 1055 652 1487">Provision of Security Services Requirements for TESDA Complex for FY 2023</td> <td data-bbox="652 1055 1062 1487"> 78 - Security Guards 4 – Shift-in-Charge 1 - Detachment Commander Total of Eighty-Three (83) personnel for the whole duration of the contract </td> <td data-bbox="1062 1055 1318 1487"> ₱26,042,378.04 (Inclusive of VAT) </td> </tr> </tbody> </table> | | | | Lot No. | Lot | Items | ABC | 1 | Provision of Security Services Requirements for TESDA Complex for FY 2023 | 78 - Security Guards 4 – Shift-in-Charge 1 - Detachment Commander Total of Eighty-Three (83) personnel for the whole duration of the contract | ₱26,042,378.04 (Inclusive of VAT) |
| Lot No. | Lot | Items | ABC | | | | | | | | | |
| 1 | Provision of Security Services Requirements for TESDA Complex for FY 2023 | 78 - Security Guards 4 – Shift-in-Charge 1 - Detachment Commander Total of Eighty-Three (83) personnel for the whole duration of the contract | ₱26,042,378.04 (Inclusive of VAT) | | | | | | | | | |
| 20.1 | <ul style="list-style-type: none"> • Proof of ongoing/outstanding contract/s as identified in the Statement of Ongoing Contracts Awarded but Not Yet Started Contracts, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Notice of Award; (b) Contract/s or Purchase Order/s; and (c) Notice to Proceed. • Proof of completion of the single largest contract as identified in the Statement of Single Largest Completed Contract, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Performance Evaluation (template of which is hereto attached as Annex "A"). | | | | | | | | | | | |

| ITB Clause | |
|------------|--|
| | <ul style="list-style-type: none"> • Submission of pieces of evidence such as but not limited to samples as proof of compliance with the bidder's actual offer, if applicable. * • Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as filed through the Electronic Filing and Payment System (eFPS). * • Either of the following: <ul style="list-style-type: none"> a. Value Added Tax Returns (Forms 2550M and 2550Q) covering the six (6) months prior to the submission and opening of bids as filed thru eFPS; or b. Percentage Tax Returns (Form 2551M) covering the six (6) months prior to the submission and opening of bids as filed thru eFPS * Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 February 2005. • A Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), as well as an updated list of eligibility documents as specified in Annex "A" of said Certificate of Registration. If the said Certificate of Registration is no longer valid during the post-qualification, the bidder must submit an updated one. • For verification purposes, the documents listed in Annex "A" of the PhilGEPS Certificate of Registration (Platinum Membership) must be submitted. • Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original. • The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shall serve as ground for post-disqualification as specified in GPPB Circular No. 01-2008 dated 7 March 2008. |
| 21.2 | No additional requirement. |

or 1
may

(Bidder's Client's Company Letterhead)

CERTIFICATE OF PERFORMANCE EVALUATION

This is to certify that (NAME OF BIDDER) has provided our company/ agency with Security Services. Based on our evaluation of their services using the following criteria: (i) quality of service delivered, (ii) time management, (iii) management and suitability of personnel, and (iv) contract administration and management, we give (NAME OF BIDDER) a rating of:

- EXCELLENT
- VERY SATISFACTORY
- SATISFACTORY
- POOR

This Certification shall form part of the Technical Documentary Requirements in line with (NAME OF BIDDER) participation for the **Provision of Security Services Requirements for TESDA Complex for FY 2023.**

Issued this _____ day of _____ in _____, Philippines.

Name of Company (Bidder's Client)

Signature over Printed Name of Authorized Representative

Address

E-mail Address

Tel./Fax No.

Handwritten signature

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

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

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p>The Project site is at:</p> <p>Technical Education and Skills Development Authority East Service Road, South Luzon Expressway (SLEX) Fort Bonifacio, Taguig City 1630</p> <p>Contact Person:</p> <p>Ms. ARMELA B. GUTIERREZ Chief Administrative Officer General Services Division, Administrative Service (GSD, AS) Tel/Fax No. (02) 8836-8359</p> |
| 2 | No further instructions. |
| 3 | <p>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.</p> <p>To guarantee the payment for losses and/or damages to property, the winning SA shall post a Performance Security bond in favor of TESDA.</p> <p>To guarantee the faithful performance of the Security Agency of its duties and responsibilities under the Contract, the payment of TESDA losses and/or damages suffered thereby and such other liabilities that the Security Agency might have incurred during its tour of duty arising from unsatisfactory or non-performance under the Contract, the Security Agency shall post a Performance Security in favor of TESDA in the form of Cash, Cashier's or Manager's Check equivalent to 5% of the Contract Price or Surety Bond equivalent to 30% of the Contract Price.</p> <p>The performance and wage securities shall be callable on demand and shall have validity period equivalent to the duration of the pertinent Contract including its renewal or extension, if any, plus three (3) months.</p> <p>In case of a change in Contract Price arising from additional/ reduction of guard force or wage adjustment pursuant to law, executive order or wage order, the aforementioned performance and wage securities shall be increased/ reduced accordingly.</p> |

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Section VI. Schedule of Requirements

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

| ITEM NO. | ITEM | Item/ Description | Delivery Period |
|----------|-----------------|--|---|
| 1 | Security Guards | <p>Manpower Requirements:</p> <p>* Total of Eighty-Three (83) personnel for the whole duration of the contract</p> <p>78 – Security Guards</p> <p>4 – Shift-in-Charge</p> <p>1-Detachment Commander</p> <p>* See Security Services Deployment of Manpower attached as “Annex B”</p> | <p>Twelve (12) Months</p> <p>January 1, 2023 – December 31, 2023</p> <p>(Contract Duration)</p> |

SCOPE OF SERVICE SERVICES:

The Security Agency (SA) shall provide for the following:

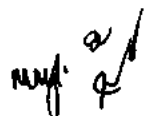
1. A comprehensive Security System for TESDA detailed in its Security Plan, most practicable to safeguard and secure the TESDA Complex and its immediate surroundings with licensed/ bonded and professionally trained, dependable and efficient Security Guards (SGs), capable of conducting, at the minimum, the basics of security inspections and surveys, intelligence and counter intelligence projects and networking, undercover and surveillance operations and investigative works.
2. Conduct of in-service/seminars/trainings which shall, among others, include:
 - a. Bomb Detection and Investigation
 - b. Other Incidents and Crime Investigation
 - c. Disaster Response and Rescue Operations
 - d. First Aid Techniques
 - e. Traffic Management
 - f. VIP Escort and Security
 - g. FA Proficiency and Markmanship

3. The Security Agency shall secure all ingresses and egresses within the TESDA premises of all persons or vehicles and things/materials brought-in and out of the TESDA Complex, including the conduct of reasonable checks and legal searches to ensure security and safety of the TESDA facilities, personnel, clientele, visitors and guests against unauthorized persons, vehicles and/or things.
4. Detail security personnel at designated fixed and roving posts on a three (3) 8hrs/day shift to ensure that no trespassing or other illegal activities will happen within the complex and its immediate surroundings.

DUTIES AND RESPONSIBILITIES OF SECURITY PERSONNEL

The duties and responsibilities of Security Personnel assigned by the Security Agency to safeguard and secure the TESDA Complex and its immediate surrounding shall be as follows:

1. Detachment Commander
 - a. Responsible for the general supervision, administrative functioning and the disciplining of all security personnel.
 - b. Maintain Roster of Security Detachment.
 - c. Enforce and monitor the implementation of the TESDA Approved Security Plan.
 - d. Prepare and submit to the TESDA Administrative Service periodic, Daily, Weekly, Monthly, Quarterly, Semestral and Annual Reports on matters relative to security operations.
 - e. Conduct Security Drills to respond on its own or to calls for assistance in case of fire, natural calamities and other emergencies.
 - f. Conduct and coordinate with higher authorities for the investigation and proper disposition of security related incidents.
 - g. Conduct regular inspection of areas where SGs are posted and its immediate surroundings, check their duty presence and performance, institute on-the-spot corrections and act on all disciplinary situation and maintain records of offenses recommended for disciplinary action.
 - h. Provide safety inspection procedures relative to the entry/ exit of all persons to and from TESDA facilities and offices.
 - i. Upkeep the security equipment and SGs post and outposts.
 - j. Administer the detail steps, procedures and actions on the management of CCTVs, maintain its privacy and the integrity of footages, captured and monitored by the SA personnel.
 - k. Maintain full access to all cameras for monitoring and be responsible for viewing the footages by reporting party in the event of any untoward incident.
 - l. Turn-over every three (3) months, all completed/ accomplished logbooks of SGs to the TESDA Administrative Services Office.
 - m. Answer queries and explore as witness relative to any incident within the TESDA Complex.
 - n. Perform other duties not interfering or contradictory to his duties and responsibilities as may be authorized and/or directed by the Security Agency and/or TESDA.

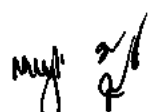


2. Shift-in-Charge

- a. Prepare guard details to include their rounds, shift scheduling and posting.
- b. Conduct daily guard mounting, briefing and dissemination of instructions issued by the Detachment Commander.
- c. Conduct investigation on any security related incidents.
- d. Conduct regular inspection of the physical security of infrastructures, the security guards' barracks, posts and outposts, all other facilities in the complex.
- e. Conduct regular performance evaluation of SGs.
- f. Prepare and submit periodic and daily reports to the Detachment Commander.
- g. Answer queries and appear as witness relative to any incident within TESDA.
- h. Must be ready and capable of acting as Detachment Commander in its absence.
- i. Perform other duties as may be directed by the Detachment Commander.

3. Security Guards on Posts

- a. Abide strictly to the Code of Conduct, Code of Ethics and the General Orders of a Security Guard while on post.
- b. Safeguard TESDA properties, equipment, facilities, as well as officers and employees and all persons transacting business within TESDA against unlawful acts.
- c. Report on time for duty in complete prescribed uniform, presentable and neat in appearance.
- d. Enforce strictly the "NO ID – NO ENTRY" and the "NO PARKING", NO MASK / NO FACE SHIELD – NO ENTRY policies of TESDA.
- e. Stand guard and monitor all persons and vehicles for deadly weapons, explosives, illegal drugs, toxic substances, harmful materials and other contrabands and conduct reasonable checks and authorized searches as necessary.
- f. Detect, prevent and report any violation and/or breach of TESDA rules and regulations.
- g. Report and record all untoward incidents to his Shift-in-Charge and Detachment Commander for information and appropriate action.
- h. Direct and ensure smooth flow of vehicles and pedestrian traffic within TESDA and surrounding thoroughfares.
- i. Enforce strictly regulations against illegal intruders and unauthorized persons.
- j. Carry always his license to practice, NTC permit to handle communications equipment, a copy of firearm license assigned to him and his Duty Detail Order authorizing him to carry his issued firearm within the Complex or area of jurisdiction.
- k. Maintain and update a logbook when manning a fixed post.
- l. Inspect and monitor the conditions, locations and status of fire extinguishers, fire hydrants, water supplies, hoses, fire exits, electrical control switches and alarm systems.
- m. Report information pertaining to any/all violations of rules and regulations monitored or observed to the Shift-in-Charge and/or Detachment Commander and the nearest PNP unit in the municipality.
- n. Establish cooperative link with the PNP, Fire Department, Barangay Government Unit, etc.



- o. Provide close-in security to TESDA officials as may be directed and/or authorized.
 - p. Exercise tact and courtesy at all times to all TESDA officers, employees and visitors.
 - q. Answer queries and appear as witness relative to any incident within TESDA.
 - r. Ensure that all pandemic-related policy for security are implemented.
 - s. Perform other tasks as may be directed by the Shift-in- Charge and/or Detachment Commander or the TESDA Administrative Service (AS) Office.
4. Roving Guards
- a. Monitor the grounds of TESDA such as perimeter fences, vehicles, lighting facilities and equipment installed and stored and implement rules on personnel access as provided for in the approved TESDA Security Plan.
 - b. Conduct regular inspection of TESDA properties and to provide assistance in other areas as needed.
 - c. Enforce strictly the TESDA policies, rules and regulations.
 - d. Answer queries and appear as witness relative to any incident within TESDA.
 - e. Perform other tasks as may be directed by his Shift-in-Charge and/or Detachment Commander or the TESDA Administrative Services Office.
5. Gate Guards
- a. Check, inspect, monitor all vehicles/persons getting in and out of TESDA and implement the rules on vehicle control.
 - b. Safeguard and prevent vehicles from pilferage of vehicle accessories and other attachments.
 - c. Control the flow of traffic and direct vehicles to park properly in designated parking areas.
 - d. Implement the rules on personnel access.
 - e. Check, inspect, monitor all lighting facilities and equipment installed and stored within TESDA.
 - f. Maintain the cleanliness of the guard booth and its surrounding at all times.
 - g. Maintain and update a logbook when manning a fixed post.
 - h. Enforce strictly the TESDA policy, rules and regulations.
 - i. Answer queries and appear as witness relative to any incident within TESDA.
 - j. Perform other tasks as may be directed by his Shift-in-Charge and/or Detachment Commander or the TESDA Administrative Services Office.
6. CCTV Surveillance Guard
- a. Guards assigned at a stationary position shall monitor alarms and the CCTVs.
 - b. Using audio and video equipment in an observation room, guards must maintain alert looking out for anything unusual.
 - c. Monitor/ watch for suspicious activities such as theft, threat, fire, risk and other illegal activities of employees, guests and other security personnel.
 - d. In all emergencies, report immediately to their Shift-in-Charge and/or Detachment Commander and to call for assistance from police, fire or ambulance services.
 - e. Maintain full access to all cameras and monitor live streaming footages and review recorded or extracted footages.

- f. Maintain and organize recordings from security cameras which could be used as evidenced in police investigation.
- g. Maintain and update a logbook and write reports on what they have observed while on duty.
- h. Enforce strictly TESDA policy, rules and regulations.
- i. Answer queries and appear as witness relative to any incident within the TESDA complex.
- j. Serve as witness in court proceedings during trial of apprehended intruders, poachers and other violators of laws, rules and regulations within TESDA complex and immediate surroundings.
- k. Perform other tasks as may be directed by his Shift-in-Charge and/or Detachment Commander or TESDA Administrative Service Office.

ANNEX B**SECURITY SERVICES DEPLOYMENT OF MANPOWER**

| Building / Area / Designation | Number of Guard/s | Number of Shift |
|--|-------------------|-------------------|
| Detachment Commander | 1 | 1 (Flexible time) |
| Shift-in-Charge in Taguig Complex | 3 | 3 |
| Shift-in-Charge in NTTA Complex | 1 | 1 |
| 7 th Flr | 3 | 3 |
| Main lobby (including baggage Xray) | 7 | 3 |
| Basement | 2 | 2 |
| CCTV | 6 | 3 |
| Motor Pool | 3 | 3 |
| TWC Dormitory | 3 | 3 |
| Staff House | 1 | 1 |
| TESDA Dormitory | 3 | 3 |
| PEVOTI | 1 | 1 |
| TESDA Women's Center | 3 | 3 |
| NLSI/TDI | 3 | 3 |
| Building 5 (World Skills Center and HRDC) | 1 | 1 |
| Building 9 (MDTAC and TPCCC) | 1 | 1 |
| Building 9 (TPCCC/ANGKAS) | 1 | 1 |
| Bldg. 7 | 1 | 1 |
| Region 4A (Regional Office) | 2 | 2 |
| MuntiParLas-TaPatb District Office | 1 | 1 |
| Green Technology Center | 2 | 2 |
| NCR-RTC | 1 | 1 |
| NCR Regional Office | 2 | 2 |
| PasMak District Office | 1 | 1 |
| Gate 1 Main Gate | 5 | 3 |
| Gate 1 Inspection | 4 | 2 |
| Gate 2 Main Gate | 5 | 3 |
| Complex Roving All Areas | 6 | 3 |
| Service Vehicle Driver (Part of roving team) | 2 | 2 (day and night) |
| NTTA Compound | 8 | 3 |
| TOTAL | 83 pax | ***** |

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of
Company/Bidder

Signature over Printed Name of
Authorized Representative

Date

Section VII. Technical Specifications

| ITEM | AGENCY SPECIFICATIONS | STATEMENT OF COMPLIANCE* | REFERENCE |
|--|---|--------------------------|-----------|
| Qualifications of the Security Agency | Must have a valid License to Operate (LTO) issued by PNP-SOSIA, a Business Permit and Proof of Continuous Business Operations as Security Agency for the last five (5) years. | | |
| | Must have at least 300 SGs currently employed and capable of providing the TESDA requirements. | | |
| | Must have at least Five Million Pesos (P5,000,000.00) paid up capital for 2019 and 2020 as reflected in its Audited Financial Statement. | | |
| | Must have a valid Certificate of Registration issued by DOLE pursuant to its Department Order No. 174 (s-2017) and BIR Tax Clearance for Bidding Purposes. | | |
| Qualifications of Security Personnel | All security personnel to be deployed in TESDA must be holders of valid Security Services NC II certificate and must have previous experience of at least three (3) years as "security personnel". | | |
| | All security personnel to be deployed in TESDA must have undergone and passed the required neuro-psychiatric examination and drug test conducted by a reputable laboratory/ drug testing center with an active accreditation from the Department of Health (DOH) and/or Philippine National Police (PNP) and/or National Bureau of Investigation (NBI) accredited testing agency evidenced by corresponding proof or certification issued by the concerned authorities. | | |
| | All security personnel must be ready to perform other task as may be required by TESDA management, related security, safety and protection such as registering visitors, inspection of bags or cargo (in and out), inspection of vehicles, escorting VIPs and other administrative functions. | | |

| ITEM | AGENCY SPECIFICATIONS | STATEMENT OF COMPLIANCE* | REFERENCE |
|---|---|--------------------------|-----------|
| Comprehensive Security Plan | The Comprehensive Security Plan must be submitted by the winning bidder within thirty (30) calendar days upon the issuance of the NOTICE TO PROCEED (NTP) and subject for review and approval of TESDA. | | |
| Posting of Performance and Wage Securities | To guarantee the payment for losses and/or damages to property, the winning SA shall post a Performance Security bond in favor of TESDA. | | |
| | To guarantee the faithful performance of the Security Agency of its duties and responsibilities under the Contract, the payment of TESDA losses and/or damages suffered thereby and such other liabilities that the Security Agency might have incurred during its tour of duty arising from unsatisfactory or non-performance under the Contract, the Security Agency shall post a Performance Security in favor of TESDA in the form of Cash, Cashier's or Manager's Check equivalent to 5% of the Contract Price or Surety Bond equivalent to 30% of the Contract Price. | | |
| Posting of Performance and Wage Securities | The performance and wage securities shall be callable on demand and shall have validity period equivalent to the duration of the pertinent Contract including its renewal or extension, if any, plus three (3) months. | | |
| | In case of change in Contract Price arising from additional/ reduction of guard force or wage adjustment pursuant to law, executive order or wage order, the aforementioned performance and wage securities shall be increased/ reduced accordingly. | | |

| ITEM | AGENCY SPECIFICATIONS | STATEMENT OF COMPLIANCE* | REFERENCE |
|--|--|--------------------------|-----------|
| Medical and Risk Insurance | The SGs to be deployed shall have full coverage of medical and risk insurance by the Security Agency and the same shall be submitted to TESDA prior to their deployment. | | |
| Pay Rate of Security Guards and Wage Adjustment | The Security Agency shall guarantee each security officer/ guard a pay rate not lower than the minimum wage rate and other remuneration and benefits as provided for in the Philippine Labor Code and Wage Orders. | | |
| Equipment: | | | |
| Vehicles – maintained and parked within the Complex | 1. one (1) four-wheel transport vehicle with siren and not more than ten (10) years old model; | | |
| | 2. a minimum of two (2) motorcycles not more than five years old model; | | |
| | 3. a minimum of two (2) bicycles not more than five (5) years old model. | | |
| Firearms and Ammunitions duly licensed and stocked in a secured armory within the Complex | 1. a minimum of one (1) short firearm (pistol or revolver) issued to each officer and to 30% of the number of SGs with a minimum of three (3) basic loads of ammunition for each and another three (3) basic loads reserved at the armory; | | |
| | 2. a minimum of 15 long firearms (M-16 or Shotgun – 12 gauge corresponding to 20% of total personnel with a minimum of three (3) basic loads of ammunition and another three (3) basic loads as reserve, all in the armory. | | |
| Communications Equipment | 1. a minimum of two (2) units Radio Repeater with standby power supply; | | |
| | 2. a minimum of one (1) unit of Land Based Radio; | | |
| | 3. one (1) unit Portable Radio issued to each Security Agency officers and SGs with extra battery pack and charger | | |

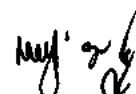
| ITEM | AGENCY SPECIFICATIONS | STATEMENT OF COMPLIANCE* | REFERENCE |
|-----------------------------|---|--------------------------|-----------|
| Surveillance Cameras | A minimum of 130 units CCTV Cameras with monitor and support peripherals for operation and function, with memory that can store and retrieve data for a minimum recording of at least one (1) month to be set-up in TESDA facilities in Taguig and Marikina | | |
| Detectors | <ol style="list-style-type: none"> 1. a minimum of two (2) units Walk Through Metal Detectors 2. a minimum of twenty-four (24) Metal Detectors | | |
| Office Equipment | <ol style="list-style-type: none"> 1. a minimum of two (2) units of Office Table 2. a minimum of two (2) Computers with Printers each 3. a minimum of two (2) units Digital Cameras 4. a minimum of one (1) unit Fax Machine 5. a minimum of one (1) unit Electric Fan for each post and fixed security posts | | |
| Security Peripherals | <ol style="list-style-type: none"> 1. a minimum of Riot Shields for each of 50% of total SGs 2. a minimum of twenty-five (25) Rechargeable Lamps 3. a minimum of eight (8) units of Under Chassis Mirrors 4. a minimum of one (1) Traffic Vest for 30% of the total number of SGs 5. a minimum of thirty (30) pieces of big umbrellas. | | |
| K-9 Team | The Security Agency shall provide K-9 dogs with trained handlers when necessary and/or upon request of TESDA (on call during visits of VIPs). | | |
| Contingency Plans | The Security Agency shall prepare for necessary implementation Contingency Plans for natural disasters (earthquakes and typhoons), Pandemic, Bombing Incidents, Fire, Curb Disturbances and Riots and other man-made emergencies/ eventualities. | | |
| Damages / other liabilities | The Security Agency shall compensate TESDA for damages / other liabilities | | |

| ITEM | AGENCY SPECIFICATIONS | STATEMENT OF COMPLIANCE* | REFERENCE |
|---------------------------------|--|--------------------------|-----------|
| | to be incurred or suffered by TESDA and its personnel arising from or consequent to the SA's failure to perform and comply with its duties and responsibilities provided for in this TOR. Such liabilities may cause the unilateral action of the TESDA to suspend the Security Agency's operations and to terminate the service contract resultant of an investigation and finding conducted by TESDA and as approved by the Director General, recommended by the Administrative Service and/or Legal Division. The penalty of fine imposed shall be charged to the Performance Security. | | |
| Quarters for security personnel | The provision of quarters for security personnel shall be for the account of the service provider, not TESDA. | | |

** Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.*

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

| | | |
|---------------------------|---|------|
| Name of Company/Bidder | Signature over Printed Name of Authorized Representative | Date |
|---------------------------|---|------|



Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from the Universal or Commercial Bank in Lieu of its NFCC computation.

Class "B" Documents

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

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

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

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form with Security Services Cost Breakdown; **and**
- (b) Original of duly signed and accomplished Price Schedule.

STATEMENT OF (i) ONGOING CONTRACTS (ii) AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:

| Contracting Party | Name of Contract | Date and Status of the Contract | Kind of Goods Sold | Amount of Contract | Value of Outstanding Contracts | Purchase Order Number/s or Date of Contract/s |
|-------------------|------------------|---------------------------------|--------------------|--------------------|--------------------------------|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

Name and Signature of
Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. The day before the deadline of submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ (company) _____ has the following completed contracts within five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project

| Contracting Party | Name of Contract | Date of Contract | Kind of Goods Sold | Amount of Contract | Date of Delivery/ End-user's Acceptance | Please submit any of the following attachment: a. Copies of Contract/s or Purchase order/s; <u>OR</u> b. Copy/ies of corresponding Sales Invoices/s; <u>OR</u> c. Copy/ies of Official Receipt/Cash Receipt/Collection Receipt; <u>OR</u> d. Certificate of Performance Evaluation |
|-------------------|------------------|------------------|--------------------|--------------------|---|--|
| | | | | | | |
| | | | | | | |

Name and Signature of Authorized Representative

Date

*** Instructions:**

- a) Cut-off date as of:
 - (i) Up to the day before the deadline of submission of bids.
- b) In the column under "Dates" indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.
- c) "Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION
Invitation to Bid: [Insert Reference number]

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

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

[Jurat]

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

Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

[Jurat]

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

The identification card shall be at least one of the acceptable proofs of identity as identified under the provisions of the 2014 Rules on Notarial Practice

"Sec. 12. Competent Evidence of Identity — The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by TESDA.

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This JOINT VENTURE AGREEMENT (hereinafter referred to as the "Agreement"), entered into this _____ day _____ of 20__ at _____ City, Philippines by and among:

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "_____";

- and -

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, hereinafter referred to as "_____";

- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, hereinafter referred to as "_____";

(Henceforth collectively referred to as the "Parties")

WITNESSETH: That

WHEREAS, the Technical Education and Skills Development Authority (TESDA) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____;

WHEREAS, the parties have agreed to pool their resources together to form the "_____ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of TESDA-CO;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation — The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name — The name and style under which the JV shall be conducted is “ _____”;

SECTION 3. Principal Place of Business — The JV shall maintain its principal place of business at _____;

SECTION 4. Preparation and Documentation — The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the TESDA-CO and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to TESDA-CO, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

**ARTICLE II
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the TESDA-CO Bids and Awards Committee for the supply and delivery of _____ for the _____.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to TESDA-CO, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the TESDA-CO, and all other related activities/obligations, as described in Article II hereof, - the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION I. Contribution — The Parties shall contribute the amount of _____ (Php _____) to support the financial requirements of the Joint Venture, in the following proportion:

| | | |
|-------|---|--------------|
| A. | - | P .00 |
| B. | - | <u>P .00</u> |
| TOTAL | | P .00 |

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing — The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions — Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss — In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the TESDA-CO in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective-successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality), this _____ day of _____ month & year) _____ personally appeared the following:

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

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

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 _____
Note:

"Sec. 12. Competent Evidence of Identity — The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

(Bidder's Client's Company Letterhead)

AFFIDAVIT OF UNDERTAKING FOR THE REQUIREMENT THAT ALL SECURITY PERSONNEL TO BE DEPLOYED IN TESDA MUST BE HOLDERS OF VALID SECURITY SERVICES NC II CERTIFICATE AND MUST HAVE PREVIOUS EXPERIENCE OF AT LEAST THREE (3) YEARS AS "SECURITY PERSONNEL"

I/We, _____, of legal age, after having been duly sworn in accordance with law, hereby depose and state that:

1. I/We am/are the bidder/s in the Project: **Provision of Security Services Requirements for TESDA Complex for FY 2023** with Bid Ref No. TESDA-CO-2022-14.
2. I/We understand that having issued this Affidavit of Undertaking, we conform to the requirement that all security personnel to be deployed in TESDA must be holders of valid Security Services NC II certificate and must have previous experience of at least three (3) years as "security personnel".
3. I/We will submit to TESDA the certified true copies of the corresponding valid Security Services NC II certificate and a certification that our security personnel to be deployed to TESDA have at least three years of experience after the issuance of the Notice of Award.
4. This Affidavit forms part of our Technical Bid for the above-mentioned Project.
5. I/We are executing this Affidavit to attest to the truth of the foregoing facts.

IN WITNESS WHEREOF, we have hereunto set our hands and affix my/our signature/s on this ____ day of _____20__, in _____ City.

(Name of Affiant/Bidder's Authorized Representative)

Signature

Position in the Company

Date

BEFORE ME, appear the person/s of _____ presenting the above Affidavit of Undertaking, who is/are personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the person/s who signed the document and in my presence taken an oath or affirmation before me as to such document.

WITNESS MY HAND AND SEAL, this ___ day of _____20__, in _____.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 20__

*The identification card shall be at least one of the acceptable proofs of identity as identified under the provisions of the 2014 Rules on Notarial Practice

"Sec. 12. Competent Evidence of Identity— The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification:

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by TESDA.

(Bidder's Client's Company Letterhead)

AFFIDAVIT OF UNDERTAKING FOR THE REQUIREMENT THAT ALL SECURITY PERSONNEL TO BE DEPLOYED IN TESDA MUST HAVE UNDERGONE AND PASSED THE REQUIRED NEURO-PSYCHIATRIC EXAMINATION AND DRUG TEST

I/We, _____, of legal age, after having been duly sworn in accordance with law, hereby depose and state that:

1. I/We am/are the bidder/s in the Project: **Provision of Security Services Requirements for TESDA Complex for FY 2023 with Bid Ref No. TESDA-CO-2022-14.**
2. I/We understand that having issued this Affidavit of Undertaking, we conform to the requirement that all security personnel to be deployed in TESDA must have undergone and passed the required neuro-psychiatric examination and drug test conducted by a reputable laboratory/drug testing center with an active accreditation from the Department of Health (DOH) and/or Philippine National Police (PNP) and/or National Bureau of Investigation (NBI) accredited testing agency evidenced by corresponding proof or certification issued by the concerned authorities.
3. I/We will submit to TESDA the results of the abovementioned neuro-psychiatric examination and drug test after the issuance of the Notice of Award.
4. This Affidavit forms part of our Technical Bid for the above-mentioned Project.
5. I/We are executing this Affidavit to attest to the truth of the foregoing facts.

IN WITNESS WHEREOF, we have hereunto set our hands and affix my/our signature/s on this _____ day of _____ 20____, in _____ City.

(Name of Affiant/Bidder's Authorized Representative)

Signature

Position in the Company

Date

BEFORE **ME,** appear the person/s of
_____ presenting the above Affidavit of
Undertaking, who is/are personally known to me or identified by me through competent
evidence of identity as defined by the Notarial Rules as the person/s who signed the
document and in my presence taken an oath or affirmation before me as to such
document.

WITNESS MY HAND AND SEAL, this ___ day of _____20___, in
_____.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 20 _____

*The identification card shall be at least one of the acceptable proofs of identity as identified under the provisions of the 2014 Rules on Notarial Practice

"Sec. 12. Competent Evidence of Identity— The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification:

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by TESDA.

(Bidder's Client's Company Letterhead)

AFFIDAVIT OF UNDERTAKING FOR THE REQUIREMENT THAT THE SECURITY GUARDS TO BE DEPLOYED SHALL HAVE FULL COVERAGE OF MEDICAL AND RISK INSURANCE BY THE SECURITY AGENCY

I/We, _____, of legal age, after having been duly sworn in accordance with law, hereby depose and state that:

1. I/We am/are the bidder/s in the Project: **Provision of Security Services Requirements for the TESDA Complex for FY 2023** with Bid Ref No. TESDA-CO-2022-14.
2. I/We understand that having issued this Affidavit of Undertaking, we conform to the requirement that the security guards to be deployed shall have full coverage of medical and risk insurance by the Security Agency and the same shall be submitted to TESDA prior to their deployment.
3. I/We will submit to TESDA the copies of the medical and risk insurance after the issuance of the Notice of Award.
4. This Affidavit forms part of our Technical Bid for the above-mentioned Project.
5. I/We are executing this Affidavit to attest to the truth of the foregoing facts.

IN WITNESS WHEREOF, we have hereunto set our hands and affix my/our signature/s on this ____ day of _____ 20__, in _____ City.

(Name of Affiant/Bidder's Authorized Representative)

Signature

Position in the Company

Date

BEFORE ME, _____ appear the _____ person/s of
_____ presenting the above Affidavit of
Undertaking, who is/are personally known to me or identified by me through competent
evidence of identity as defined by the Notarial Rules as the person/s who signed the
document and in my presence taken an oath or affirmation before me as to such
document.

WITNESS MY HAND AND SEAL, this ____ day of _____ 20__, in
_____.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 20 ____

*The identification card shall be at least one of the acceptable proofs of identity as identified under the provisions of the 2014 Rules on Notarial Practice

"Sec. 12. Competent Evidence of Identity— The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification:

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by TESDA.

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

| Name and address of agent | Amount | Purpose of Commission or gratuity |
|---------------------------|--------|-----------------------------------|
|---------------------------|--------|-----------------------------------|

| | | |
|--|--|--|
| | | |
| | | |

(if none, state "None")]

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

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

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

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

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

Name: _____
Legal Capacity: _____
Signature: _____
Duly authorized to sign the Bid for and behalf of: _____
Date: _____

SECURITY SERVICES COST BREAKDOWN

Name of Bidder : _____ Date : _____
 Address : _____

A. AMOUNT DUE TO SECURITY GUARD

| | | |
|---------------------------------|-----|-------|
| 1. Average Pay/Month | Php | _____ |
| 2. 13th Month Pay | Php | _____ |
| 3. 5 Days Incentive Leave | Php | _____ |
| 4. COLA | Php | _____ |
| 5. Night Differential Pay | Php | _____ |
| 6. Retirement Benefit | Php | _____ |
| 7. Uniform Allowance | Php | _____ |
| TOTAL | Php | _____ |

B. AMOUNT TO COVER MANDATORY DEDUCTIONS

| | | |
|-------------------------------------|-----|-------|
| 8. SSS Premium | Php | _____ |
| 9. PhilHealth Contribution..... | Php | _____ |
| 10. Pag-IBIG Fund Contribution..... | Php | _____ |
| 11. State Insurance Fund | Php | _____ |
| TOTAL | Php | _____ |

C. AGENCY FEE(COST/SECURITY GUARD/MONTH

| | | |
|---|-----|-------|
| - Administrative Overhead and Margin (12% VAT inclusive)..... | Php | _____ |
| TOTAL | Php | _____ |

| | | |
|---|-----|-------|
| D. TOTAL AMOUNT/SECURITY GUARD/MONTH (A+B+C) | Php | _____ |
| G. NUMBER OF SECURITY GUARDS REQUIRED..... | | _____ |
| H. TOTAL AMOUNT/MONTH (D * 83)..... | Php | _____ |
| I. MULTIPLY BY TWELVE (12) MONTHS | | _____ |
| J. TOTAL BID AMOUNT for Twelve (12) Months | Php | _____ |

| | | |
|-----------------------------------|---|-------------|
| Name of Company/Bidder | Signature over Printed Name of Authorized Representative | Date |
|-----------------------------------|---|-------------|

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|-------------|-------------------|----------|-------------------------|---|--|--|--|--|
| Item | Description | Country of origin | Quantity | Unit price EXW per item | Transportation and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price, per unit (col 5+6+7+8) | Total Price delivered Final Destination (col 9) x (col 4) |
| | | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|-------------|-------------------|----------|---|--|--|--------------------------------------|---------------------------------------|
| Item | Description | Country of origin | Quantity | Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination) | Total CIF or CIP price per item (col. 4 x 5) | Unit Price Delivered Duty Unpaid (DDU) | Unit price Delivered Duty Paid (DDP) | Total Price delivered DDP (col 4 x 8) |
| | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten
(10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information**

prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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



Republic of the Philippines



Government Procurement Policy Board