

BIDDING DOCUMENTS

THE PROCUREMENT OF AN INTEGRATOR FOR THE MANPOWER FOR MAINTENANCE AND SECURITY SERVICES OF THE 30th SOUTHEAST ASIAN GAMES

PUBLIC BIDDING NO.: 19-262-9

**Fifth Edition
August 2016**

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Section I. Invitation to Bid



INVITATION TO BID
FOR THE
PROCUREMENT OF AN INTEGRATOR FOR THE MANPOWER
FOR MAINTENANCE AND SECURITY SERVICES OF THE
30th SOUTHEAST ASIAN GAMES

PUBLIC BIDDING NO. 19-262-9

FUNDING SOURCE:

Government of the Philippines (GOP) through approved budget under
General Appropriations Act of CY 2019 of Philippine Sports Commission (PSC)

1. The **PROCUREMENT SERVICE (PS)** invites Philippine Government Electronic Procurement System (PhilGEPS)-registered suppliers to bid for the item:

Lot No.	Quantity	Item/Description	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	1 lot	THE PROCUREMENT OF AN INTEGRATOR FOR THE MANPOWER FOR MAINTENANCE AND SECURITY SERVICES OF THE 30th SOUTHEAST ASIAN GAMES <i>See Terms of Reference (TOR) for details</i>	₱160,118,463.46	₱17,000.00	Please refer to Section VI. Schedule of Requirements

Bidders should have completed, within *ten (10) years* from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least 50% of the ABC.

2. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	15 August 2019
Issuance and Availability of Bid Documents	15 August 2019
Pre-Bid Conference	Thursday, 22 August 2019; 10:00 AM
Last Day of Written Clarification	25 August 2019
Last Day of Issuance of Bid Bulletin	29 August 2019
Deadline for Submission and Opening of Bids	Thursday, 5 September 2019; 10:00 AM

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

4. 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 5183 and subject to Commonwealth Act 138.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the Special Bids and Awards Committee (see address below) and upon payment of a nonrefundable fee for the Bidding Documents, in amounts pursuant to the Schedule.

The Bidding Documents may also be downloaded free of charge from the website of the PhilGEPS provided that Bidders shall pay the non-refundable price not later than the submission of their bids.

Interested bidders may inspect the Bidding Documents and obtain further information from the Special Bids and Awards Committee at the address given below.

6. The PS will hold a Pre-Bid Conference on **August 22, 2019 (Thursday) at 10:00 AM** which shall be open to all interested parties.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be conducted on **September 5, 2019 (Thursday) at 10:00 AM** at the Procurement Service, PS Complex, R. R. Road, Cristobal St., Paco, Manila. Bids will be opened in the presence of the Bidders' representatives who choose to attend the opening. **Late bids shall not be accepted.**

8. Bidders shall drop their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the designated bid box located at the Bidding Room.
9. The PS reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

Special Bids and Awards Committee
Procurement Service
PS Complex, R. R. Road, Cristobal St., Paco, Manila
(02)354-1623 or (0917)537-8811
pd9@ps-philgeps.gov.ph


ENGR. IAN T. FAJARITO
Chairperson
Special Bids and Awards Committee

representative who did

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.

The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:

- (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause (a).

Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

4. Conflict of Interest

All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (h) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (i) If the Bidder is a partnership, to all its officers and members;
- (j) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (k) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (l) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

- (f) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
- (g) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (h) When the Goods sought to be procured are not available from local suppliers; or
- (i) When there is a need to prevent situations that defeat competition or restrain trade.

Government owned or -controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).

The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 0.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
 - (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and
 - (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.

Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 0.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

- 9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

- (a) Eligibility Documents –

Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner's name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
 - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
 - (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 0 and 0;
- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

- (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

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

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

- (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
- (ii) The cost of all customs duties and sales and other taxes already paid or payable;
- (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- (iv) The price of other (incidental) services, if any, listed in the **BDS**.

(b) For Goods offered from abroad:

- (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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, listed in the **BDS**.

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- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

If so allowed in accordance with **ITB** Clause 0, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security

described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 0.

Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 0.

The bid security may be forfeited:

- (d) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28(d);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;

- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (e) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

Forms as mentioned in **ITB** Clause 0 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and "COPY NO. ____ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 0;
- (d) bear the specific identification of this bidding process indicated in the ITB Clause 0; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 21.

Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

- 23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

Bids requested to be withdrawn in accordance with ITB Clause 0 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 0, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 0, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.

All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:

- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
- (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
- (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.

Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.

The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.

Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).

- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.

The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:

- (c) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
- (d) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider

bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.

Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

29. Post-Qualification

The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.

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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as

well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (d) No bids are received;
- (e) All prospective Bidders are declared ineligible;
- (f) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (g) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
- (b) Posting of the performance security in accordance with **ITB** Clause 33;
- (c) Signing of the contract as provided in **ITB** Clause 32; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Schedule of Requirements.

32. Signing of the Contract

At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Five percent (5%)
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Thirty percent (30%)

Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause									
0	The Procuring Entity is Procurement Service .								
0	<p>The lot and reference are:</p> <table><tr><th>Lot No.</th><th>Quantity</th><th>Item/Description</th></tr><tr><td>1</td><td>1 lot</td><td><p>The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games</p><p><i>See TOR for details</i></p></td></tr></table>	Lot No.	Quantity	Item/Description	1	1 lot	<p>The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games</p> <p><i>See TOR for details</i></p>		
Lot No.	Quantity	Item/Description							
1	1 lot	<p>The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games</p> <p><i>See TOR for details</i></p>							
2	<p>The Funding Source is:</p> <p>The GOP through approved budget under GAA of CY 2019 of PSC in the amount of:</p> <table><tr><th>Lot No.</th><th>Quantity</th><th>Item/Description</th><th>Approved Budget for the Contract</th></tr><tr><td>1</td><td>1 lot</td><td><p>The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games</p><p><i>See TOR for details</i></p></td><td><p>₱160,118,463.46</p></td></tr></table> <p>The name of the Project is: The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games</p>	Lot No.	Quantity	Item/Description	Approved Budget for the Contract	1	1 lot	<p>The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games</p> <p><i>See TOR for details</i></p>	<p>₱160,118,463.46</p>
Lot No.	Quantity	Item/Description	Approved Budget for the Contract						
1	1 lot	<p>The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games</p> <p><i>See TOR for details</i></p>	<p>₱160,118,463.46</p>						
0	No further instructions.								
0	No further instructions.								
0	Foreign bidders, except those falling under ITB Clause 5(g), may not participate in this Project.								
0	In view of the determination by the Procuring Entity that imposition of the provisions of Section 23.5.1.3 of the IRR of RA 9184 will likely								

	<p>result to “failure of bidding” or “monopoly”, the Bidder should comply with the following requirements:</p> <ul style="list-style-type: none"> a.) Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least “fifty percent (50%)” of the ABC for this Project; and b.) The largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC as required above. <p>For this purpose, similar contracts shall refer to any Contracts involving the supply of manpower services* and supply of security services**.</p> <p><i>*Manpower services provision includes housekeeping services or janitorial services or general support services, while;</i></p> <p><i>** Security services provision includes</i> <i>(i.)Provision of Security Guards; or</i> <i>(ii.)Provision of VIP Security; or</i> <i>(iii.)Provision of Personal Background Investigation Services; or</i> <i>(iv.)Provision of K-9 Team services; or</i> <i>(v.) Leasing of security equipment and deployable security devices.</i></p> <p>The PS-BAC shall consider the submissions of the bidder under ITB Clause 12.1a (ii.9) in relation to BDS Clause 12.1(a)(ii) in the determination of the bidder's completed largest single contract.</p> <p>The bidder with the lowest calculated bid (LCB) shall submit, within five (5) calendar days from receipt of Notice from the PS BAC, proof of statement of single largest contract, which shall be 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 Satisfactory Completion.</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
0	The Procuring Entity will hold a pre-bid conference for this Project on Thursday, 22 August 2019;10:00 AM at the Procurement Service, PS Complex, R. R. Road, Cristobal St., Paco, Manila.
0	<p>The Procuring Entity's address is:</p> <p><i>PROCUREMENT SERVICE</i> <i>PS COMPLEX, R. R. ROAD,</i></p>

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	CRISTOBAL ST., PACO, MANILA 1007 (02)354-1623 or (0917)537-8811
12.1(a)	<p>Deferment on the implementation of the mandatory submission of PhilGEPS Certificate of Registration and Membership (GPPB Circular 07-2017 dated 31 July 2017).</p> <p>“4.1.1 For all procurement projects advertised and/or posted after the effectivity of this Circular, bidders may still submit their Class “A” Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the same IRR, or if already registered in the PhilGEPS under Platinum category, their Certificate of Registration and Membership in lieu of their uploaded file of Class “A” Documents, or a combination thereof. In case the bidder opted to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184;”</p> <p>Notwithstanding the above requirements, the bidder may opt to submit the following eligibility documents in lieu of the submission of the PhilGEPS Certificate of Registration (Platinum Membership):</p> <ol style="list-style-type: none"> Business Registration; Mayor’s Permit for 2019; 2018 Audited Financial Statement; and Valid and current Tax Clearance;
12.1(a)(ii)	<p>The bidder’s SLCC similar to the contract to be bid should have been completed within <u>10 years</u> prior to the deadline for the submission and receipt of bids.</p> <p>The statement of all ongoing contracts and awarded but not yet started contracts which may or may not be similar to the project as of the day before the deadline of submission of bids.</p> <p>Bidders shall submit separate statements for: (1) single largest similar completed contract/s; similar to the contract to be bid and (2) all on-going contracts and awarded but not yet started contracts.</p> <p>Attached as Annexes "C" and "C-1" in Section VIII. Bidding Forms are the standard forms for this requirement including the instructions and guidelines in the accomplishment of said forms.</p>
0	No additional requirements.
13(b)	No further instructions.
13.1(c)	No additional requirements.
0	The ABC are as follows:



	Lot No.	Quantity	Item/Description	Approved Budget for the Contract
	1	1 lot	The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games <i>See TOR for details</i>	₱160,118,463.46
<p>Any bid with a financial component exceeding this amount shall not be accepted.</p> <p>In case of tie among bidders, i.e. two or more bidders have been post qualified as Lowest Calculated and Responsive Bid, the Procuring Entity will hold a tie-breaking process which shall be non-discretionary and non-discriminatory such that the same is based on sheer luck or chance, The Procuring Entity may use "draw lots" or similar methods of chance in accordance with the GPPB Circular 06-2005.</p>				
15.4(a)(iv)	No incidental services are required.			
15(b)	No incidental services are required.			
16(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.			
16.3	Not applicable.			
0	Bids will be valid for one hundred twenty (120) calendar days from opening of bids.			
0	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:			
	Lot No.	Item /Description	Amount Cash, Cashier's / Manager's Check, Bank Draft / Guarantee or Irrevocable Letter of Credit (2%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%) Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012

	1	The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games <i>See TOR for details</i>	₱3,202,369.27	₱8,005,923.17	Please see Section VIII attached as Annex "H"
	The bid security in the form of cashier's/manager's check shall be payable to PROCUREMENT SERVICE .				
0	The bid security shall be valid for one hundred twenty (120) calendar days from opening of bids.				
0	<p>Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid.</p> <p>The duplicate – <i>i.e. copy 1</i>, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.</p>				
21	<p>The address for submission of bids is:</p> <p><i>Procurement Service Procurement Division IX PS Complex, R. R. Road, Cristobal St., Paco, Manila</i></p> <p>The deadline for submission of bids is on September 5, 2019 (Thursday) at 10:00 AM.</p>				
0	<p>The place of bid opening is:</p> <p><i>Procurement Service, PS Complex, R. R. Road, Cristobal St., Paco, Manila</i></p> <p>The bid opening will be held immediately after the deadline of submission of bids.</p> <p>During the opening of bids only the authorized representative shall be allowed to assist in the opening of bids. In case the authorized representative is not present, any representative of the authorized representative may be allowed to assist in the opening of bids provided that a separate written authorization from the authorized representative shall be presented for the purpose. Provided that the authorized representative is duly authorized to issue such further authority and the same is reflected in</p>				

	the Board Resolution and/or Secretary's Certificate.								
24.2	No further instructions.								
24.3	No further instructions.								
0	No further instructions.								
0 (a)	<p>Grouping and Evaluation of Lots –</p> <p>Partial bids are not allowed. All Goods are grouped in lots listed below:</p> <table><tr><th>Lot No.</th><th>Quantity</th><th>Item/Description</th><th>Approved Budget for the Contract</th></tr><tr><td>1</td><td>1 lot</td><td>The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games <i>See TOR for details</i></td><td>₱160,118,463.46</td></tr></table> <p>Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p>	Lot No.	Quantity	Item/Description	Approved Budget for the Contract	1	1 lot	The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games <i>See TOR for details</i>	₱160,118,463.46
Lot No.	Quantity	Item/Description	Approved Budget for the Contract						
1	1 lot	The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games <i>See TOR for details</i>	₱160,118,463.46						
0	No further instructions.								
29.2	<p>No licenses and permits required.</p> <p>For purposes of Post-qualification the following document(s) shall be submitted within five (5) calendar days from receipt of notice from the BAC</p> <ol style="list-style-type: none">1. Latest Income Tax Returns for year 2018 (BIR Form 1701 or 1702); and2. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the last six (6) months reckoned from the Opening of Bids. <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (eFPS).</p> <ol style="list-style-type: none">3. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be a copy of any verifiable document(s) such as but not limited to the following: (a)								

	<p>Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.</p> <ol style="list-style-type: none"> 4. Submission of pieces of evidence¹ as proof of compliance with the bidder's actual offer. 5. Valid and updated PhilGEPS Certificate of Registration if the bidder opted to submit their Class "A" Documents. 6. Valid License to Operate issued by PNP-SAGSD valid on the date of bid opening and for the duration of the contract; 7. Organizational Chart and Company Profile; 8. Certification that the bidder shall follow and implement the Comprehensive Safety and Security Plan as prepared and provided by the GSS of PHISGOC. 9. Certification under oath that the bidder has no pending case against the government or any of its agencies including government owned and controlled corporation. <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</i></p>
32(f)	No additional requirement.

¹ In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "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 or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.

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Section IV. General Conditions of Contract

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1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause (a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which

shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 0.

6. Scope of Contract

The Goods and Related Services to be provided shall be as specified in Schedule of Requirements.

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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.

The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 0, and upon fulfillment of other obligations stipulated in this Contract.

Pursuant to GCC Clause 0, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.

Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.

All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent

amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 0.

The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- (b) The Supplier has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.

In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

Any document, other than this Contract itself, enumerated in GCC Clause 0 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. 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 Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 0, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Schedule of Requirements.

If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

100 HOURS;
of ten (10) calendar days from receipt

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1(g)	The Procuring Entity is Procurement Service.
1(i)	The Supplier is _____.
1(j)	<p>The Funding Source is</p> <p>The GOP through approved budget under GAA of CY 2019 of PSC.</p>
1(k)	For the Project Sites/Event Venues, refer to the TOR.
2.1	No further instructions.
0	<p>The Procuring Entity's address for Notices is:</p> <p>OFFICE OF THE EXECUTIVE DIRECTOR Procurement Service Ground Floor, PS Complex, R. R. Road, Cristobal St., Paco, Manila</p> <p>The Supplier's address for Notices is:</p> <p>_____</p> <p>_____</p> <p>_____</p>
6.1	The Goods and Related Services to be provided shall be as specified in Schedule of Requirements and Section 7, pages 7 to 10 of the TOR.
0	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad, The delivery terms applicable to the Contract are DDP delivered to the above project site. In accordance with INCOTERMS.</i></p> <p><i>For Goods Supplied from Within the Philippines, The delivery terms applicable to this Contract are delivered to the above project site. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final</i></p>

destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- (iii) Original Supplier's factory inspection report;

	<p>(iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</p> <p>(v) Original and four copies of the certificate of origin (for imported Goods);</p> <p>(vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</p> <p>(vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</p> <p>(viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is _____.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <p>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>(e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
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Spare Parts –

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

Select appropriate requirements and delete the rest.

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of 5 years.

Other spare parts and components shall be supplied as promptly as possible, but in any case within one (1) month of placing the order.

Packaging –

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

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

	<p>subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine</p>
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	<p>registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.3	Payments shall be in accordance with Section 7, page 7 of the TOR.
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13(c)	No further instructions.
0	The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.
0	Six (6) months after acceptance of the completed Services.
0	The period for correction of defects in the warranty period is <u>within 30 days</u> .
0	If applicable, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity .

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Section VI. Schedule of Requirements

Schedule of Requirements

Lot No.	Quantity	Item/Description	Delivery period
1	Lot	The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games	Within the Notional Schedule of Meetings/Events from September 2019 to December 2019

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

Name of Company

Signature over Printed Name of
Authorized Representative

Date

Section VII. Technical Specifications

TECHNICAL SPECIFICATIONS

LOT NO. 1 : The Procurement of an Integrator for the
Manpower for the Maintenance and Security
Services of the 30th Southeast Asian Games

QUANTITY : 1 lot

**APPROVED BUDGET FOR THE
CONTRACT** : P160,118,463.46

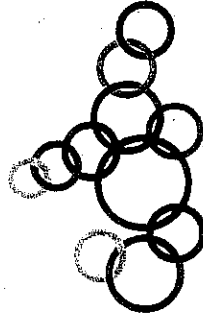
AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE
Conforms to the attached Terms of Reference for The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games under Reference No. 2019-CL10-001	

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

Signature Over Printed Name of
Authorized Representative

Date



**PHILIPPINES 2019
30TH SEA GAMES** 

**TERMS OF REFERENCE FOR:
THE PROCUREMENT OF AN INTEGRATOR FOR THE MANPOWER
FOR MAINTENANCE AND SECURITY SERVICES OF THE
30th SOUTHEAST ASIAN GAMES**

Prepared By:

**THE PHILIPPINE SEA GAMES ORGANIZATIONAL COMMITTEE (PHISGOC)
FOUNDATION, INC.**

For:

THE PHILIPPINE SPORTS COMMISSION (PSC)

SECTION 1: BACKGROUND

The 30th Southeast Asian Games (“SEA Games”) will be the largest sports event in Southeast Asia for 2019. The SEA Games is more than just a sporting event, it is a celebration of national pride. After all, the SEA Games comprise a National Agenda that impacts Southeast Asia. The success of the SEA Games will be determined not only on the level or conduct of sport competition, or the success of the operational and logistic efforts, but it will be likewise evaluated on the quality, relevance and impact of the cultural dimension of the SEA Games.

The SEA Games will also be a centerpiece program for the entire host nation, to which every hope, dream or aspiration each Filipino clings onto. It represents a massive launch pad to propel a country campaign that banners reputational change for the Philippines. Let the SEA Games in 2019 become a milestone for the Philippines, embodying the image of a nation that knows how to look back on its roots, and yet is ready to move along forward, upward.

The Philippine SEA Games Organizational Committee (PHISGOC) Foundation, Inc. [“PHISGOC”], is a non-stock, non-profit corporation duly organized and existing under the laws of the Republic of the Philippines (the “Philippines”). It is principally tasked to undertake the necessary preparation for the hosting of the SEA Games in the Philippines

With the SEA Games to be held for the fourth (4th) time in the Philippines, the potential to create a unique and memorable experience both for Filipinos and for international visitors, viewers, and especially the athletes themselves, is on a heightened level. More than ever, the SEA Games, with participation from eleven (11) countries from region, will present itself to a viewing public crossing and transcending borders of Southeast Asia.

Pursuant to *Memorandum Circular No. 56* dated 25 January 2019 entitled “Directing All Government Agencies and Instrumentalities, Including Government-Owned or –Controlled Corporations and Encouraging Local Government Units to Extend Their Support to the Philippine SEA Games Organizational Committee Foundation, Inc. in Preparation, Organization and Holding of the Southeast Asian Games” issued by the Office of the President, PHISGOC was mandated to oversee the preparations and execution of the SEA Games. With that, PHISGOC has identified the necessity of procuring the following:

The purpose of PHISGOC is to undertake the necessary preparation for the hosting of the SEA Games to be held in the Philippines in the year 2019, which includes the preparation, organization, and holding of the said games where the Philippines is the host country for all fifty six (56) sports and five hundred twenty-three (523) events taking place in thirty nine (39) sports venues, and an expected twelve thousand (12,000) delegates

With all fifty six (56) sports and five hundred twenty-three (523) events taking place in forty three (43) sports venues, and an expected twelve thousand (12,000) delegates, there is a need to procure certain goods and services in order to effectively promote and successfully hold the SEA Games.

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SECTION 2: PURPOSE/OBJECTIVE

The objective of this is to seek proposals from competent and eligible bidders to provide integrated maintenance and security services of the SEA Games such as, but not limited to, the following:

1. Athletes' Village Manpower Services, which include housekeeping, concierge, janitorial, laundry, and general support services, for the SEA Games. In particular, to:
 - a. provide the best, safest, most secure, efficient, and comfortable accommodation with excellent services for the athletes, team officials, Chef de Missions, VIPs and other guests at the New Clark City ("NCC")-Athletes Village ("NCC-AV");
 - b. coordinate with the winning bidder for the venues development and overlay component ensuring that the physical requirements of the NCC-AV are delivered on time and to the highest possible level of quality;
 - c. manage the NCC-AV housekeeping, accommodation, and support services operations and to ensure that each constituent group experiences an enjoyable experience, surpassing the facilities and services that they may have received at previous Southeast Asian Games;
 - d. allocate rooms according to details of each National Olympic Committee's ("NOC") given by NOC's services;
 - e. discuss the day-to-day housekeeping operation inside the Athletes' Village;
 - f. utilize workforce and volunteers' strength wisely according to operational needs.
2. Pest Control for NCC. The winning bidder shall provide pest control services for the entire NCC with a total area of Five Hundred Forty-Five Thousand Six Hundred Forty One (545,641) square meters:

Facility	Area (sq.m.)
1. Athletic Stadium	116,205
2. Aquatic Center	32,407
3. Government Building	40,622
4. Athletes Village	91,168
5. River Park	45,000
6. Commercial Area	34,000

7. UP-PGH Polyclinic	20,090
8. Landscape Area (beside Aquatic Center)	36,285
9. Internal Roads (including bike lane and sidewalk)	48,900
10. VIP Parking	35,120
11. Spectators Parking	45,844
TOTAL	545, 641

Vicinity map and site development plan are attached as **Annexes "A" and "B"** respectively.

3. Provide four hundred sixty-seven (467) licensed security guards during the SEA Games to be utilized by the Games Security and Safety ("GSS") of PHISGOC.
4. Provide one hundred (100) licensed VIP protection agents to be utilized by the GSS of PHISGOC.
5. Conduct partial background investigation ("PBI") of the GSS Workforce, PHISGOC Workforce, and Volunteers for the SEA Games.
6. Lease Games and Events Security Equipment, Deployable Surveillance Systems and Outsourced K-9 Services for the 2019 SEA Games.

SECTION 3: ELIGIBILITY CRITERIA

GENERAL:

The following shall be eligible to participate in the bidding for this Project:

- a. Be duly registered with the Department of Labor and Employment (DOLE);
- b. Be duly registered with the Bureau of Internal Revenue (BIR);
- c. Be duly registered with the Securities and Exchange Commission (SEC) or the Department of Trade and Industry (DTI) for a sole proprietorship or CDA for Cooperatives;
- d. Be duly registered with PhilGEPS;
- e. Be an active employer registered with the following agencies:
 - Social Security System (SSS);
 - Home Development Mutual Fund (PagIBIG Fund);

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- Philippine Health Insurance Corporation (PhilHealth); and/or
- Philippine National Police as a Private Investigation Agency (For Security Services).

In addition to the aforementioned requirements, the bidder shall have the following additional qualifications:

- Completed, within the last ten (10) years from the date of submission and receipt of bids, a similar contract, equivalent to at least fifty percent (50%) of the Approved Budget for the Contract ("ABC"), or two (2) similar contracts and the aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC.

For this purpose, similar contracts shall refer to:

- Contracts involving the supply of manpower services* and supply of security services**.

*Manpower services provision includes housekeeping services or janitorial services or general support services, while;

** Security services provision includes (i.) Provision of Security Guards; or (ii.) Provision of VIP Security; or (iii.) Provision of Personal Background Investigation Services; or (iv.) Provision of K-9 Team services; or (v.) Leasing of security equipment and deployable security devices.

SECTION 4: SCOPE OF WORK and TECHNICAL SPECIFICATIONS

The winning bidder shall provide the necessary services in connection with each of the project components, which shall include, but not limited to, the following:

COMPONENT 1: ATHLETES VILLAGE MANPOWER SERVICES

- A. The winning bidder must be able to provide manpower service for the NCC-Athletes Village in the following areas:

Area of Deployment	Particular	Gross Floor Area (sq.m.)
Building 1	6-Storey with roof deck	5,330.00
Building 2	6-Storey with roof deck	5,330.00
Building 3	6-Storey with roof deck	5,330.00
Building 4	6-Storey with roof deck	5,330.00
Building 5	6-Storey with roof deck	5,330.00

Building 6	5-Storey with roof deck	13,325.00
Building 7	5-Storey with roof deck	13,325.00
Mayor's Office/Admin Office	2-Storey building where the Admin office is located	2,532.80
Open Court and Activity Area	Basketball court and swimming pool	553.00
Village Arrival and Departure Area (VADA)	Temporary Tent with transport mall, security checkpoint zone, etc.	TBD
Materials Recovery Facility (MRF)	Waste segregation area	200.00
Entertainment and Leisure Center (ELC)	Event area	728.40
NOC Business Center	Part of ground floor of Buildings 1 and 2	180.00
Accreditation and Check-in Area (ACA)	Venue for accreditation, luggage check-in and storage area,	300.00
Security Tent Area	Security check	950.00
Event Plaza and Flagpole Zone Area (EFZ)	Venue for daily events	4,000.00
Village Mall (VM)	Temporary food plaza with retail mall	1,500.00
Parking and Common Areas	For Village golf cart, ambulance, etc.	TBD
Assembly Area	Temporary Tents (Open)	TBD

Actual number of manpower to be deployed in each of the above-stated areas shall be the responsibility of PHISGOC. Building details of AV is attached as **Annex "C"**.

B. MANPOWER REQUIREMENTS

1. A maximum of Three Hundred Twenty Three (323) personnel shall be deployed at the Athletes Village in a day (3-shifts) for the duration of ninety-six (96) calendar days to provide the following services:

Type of Service	Maximum Number of Personnel to be Deployed per Day
Housekeeping/Concierge Services	184
Laundry Services	1 Lot
Janitorial Services	80

General Support Services	59
Total	323

See **Annex "D"** for the breakdown.

2. The number of manpower requirements and services shall increase or decrease at any time at the discretion of PHISGOC.
3. The personnel must either have the required experience or new in the service.
4. If personnel is new in the service, the supplier must ensure that the personnel must have undertaken the required training prior to deployment.
5. The winning bidder shall be responsible for the uniforms and identification cards of the supplied personnel prior to deployment.
6. The Contractor shall ensure that, in case of absences, relievers and/or replacements with the same qualifications and/or competence as required by PHISGOC are available at all times to ensure continuous and uninterrupted service.

C. LAUNDRY SERVICES

1. Offer cleaning, pressing and folding of bed and bath linens used in the Athletes' Village.
2. Provide laundry service (washing and drying) for athletes during their stay within ninety (96) days through daily pick-up and delivery system.
3. All athletes are entitled for a three-garment laundry service per day for free. In excess of the three garments, the athlete shall fill-out a Laundry Service Form and shall pay the corresponding charges based on the Laundry Service Provider rates.
4. Strictly no undergarments.

See attached **Annex "E"** for the breakdown and terms and conditions.

D. WORKING DAYS/HOURS

1. All personnel are required to work during the duration of the contract including weekdays and holidays, if any.

Type	Time Schedule
Housekeeping Services / Janitorial Services / General Support Services	Three (3) shifts: <ul style="list-style-type: none"> • 6:00 a.m. to 2:00 p.m. • 2:00 p.m. to 10:00 p.m. • 10:00 p.m. to 6:00 a.m.
Concierge Services	As scheduled
Laundry Services	Bed and bath linens: Pick-up - 6:00pm daily Deliver - 7:00am (after two days) Free three-garments: Pick-up - 7:00am & 6:00pm daily Delivery- 7:00am the following day

See attached **Annex "F"** for the breakdown.

- Only the actual number of workdays and man-hours spent shall be used for billing purposes.

F. MATERIALS AND EQUIPMENT REQUIREMENT

The following materials/tools/supplies/kits/equipment are required prior to deployment of manpower:

Services	Particular	Unit	Qty.
Housekeeping Services	Toiletries, bed linens, cleaning materials, etc.	1	lot
Laundry Services	Laundry Request Form, cabinet, laundry basket, etc,	1	lot
General Services	Maintenance related materials such as, bulbs, faucets, spare air-con, etc.	1	lot
Janitorial Services	Cleaning materials such as Broomsticks, mops, etc.	1	lot

See attached **Annex "G"** for the breakdown.

G. SCOPE OF SERVICES

The following Housekeeping Services will be required	
Bed Room	Daily Room Cleaning (mopping and floor polishing, vacuuming of carpet, bedside mats, side table polishing, cleaning of windows, dusting, removing rubbish, trash disposal, and sanitizing/deodorizing/disinfecting)

	Tidy Bed (changing of bed linens once a week or as requested)
	Daily Functionality Checking of Appliances (light bulbs, television, electric kettle, and intercom device, if available)
	Daily Bathroom Cleaning (mopping and washing/drying/polishing of floors and tiles polishing, cleaning of shower/bath, sink and toilet, cleaning of windows, dusting, removing rubbish, trash disposal and sanitizing/deodorizing/disinfecting)
	Tidy Bathroom (changing of bath linens once a week)
Bathroom	Once A Week Replenishment of Toiletries (soap, shampoo, lotion, toothbrush, toothpaste and toilet papers)

The **Concierge Service** will be required:

Provide assistance to the Hospitality Department in attending to athlete's housekeeping concerns

The following **Laundry Services** will be required:

Laundry services for bed and bath linen	Laundry of bed and bath linens once a week
	Bed linens - bed sheets, blankets and pillows
	Bath linen - bath sheets
	The Service Provider shall provide the schedules of the drop-off and pick-up
Free laundry service for three garments	Wash and dry free of charge
	In excess of three garments, charges shall apply using the rate of the Service Provider
	The Service Provider shall provide laundry machine and supplies on site and/or shall set schedule of the drop-off and pick-up, subject to final arrangement with the AV Housekeeping to serve the requirements of the athlete's billeted in the Village as practical as possible.

The following **Janitorial Services** will be required:

Lounges/ Corridors/ Lobby/ Offices/Lifts/	Removing of rubbish and clearing the dustbins
	Cleaning and Sweeping.

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Common Restrooms /Prayer Rooms/ Clinic,etc. except bedroom units	Hourly cleaning of lifts, stairs, etc.
	Cleaning of restrooms (except inside bedroom units)
	Vacuuming of carpets (if there are any)
	Dusting
Driveway/ Public Areas, /Transport Mall/Events Plaza/Flag Zone area and Portalets, and other Temporary facilities/ etc. except Main Dining Hall, Workforce Dining Hall	Removing of rubbish and clearing the dustbins
	Sweeping and Raking the fall leaves
	Garbage collection and disposal
	Any related duties as may be assigned

The following General Services will be required:	
Maintenance / Support	24 hours per day, 7 days per week, including holidays and weekends
	Trimming and watering of plants/landscaping
	15 minutes response time on complaint or depending on the availability of the maintenance personnel
	Cleaning of swimming pools
	Assist at the Gym

The following Solid Waste Management Services will be required:	
Solid Waste Management	Daily collection of waste
	Separate skips for glass, tin, paper and others
	Separate bins on each floor for guests to separate waste
	Daily hauling of waste to the MRF

H. DURATION OF CONTRACT

The contract shall be for a period of **ninety six (96) calendar days**, effective 16 September 2019 to 20 December 2019.

PHISGOC may opt to extend the contract on a periodic month-to-month basis but not to exceed an aggregate period of one (1) year, upon terms and conditions mutually acceptable to the parties concerned, provided that all the conditions set forth in the Revised Guidelines

on the Extension of Contracts for General Support Services (Appendix 24 of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184) have been complied with.

I. ATHLETES VILLAGE KEY DATES:

Activity	No. of Calendar Days	Date
Bump-In Phase	30 days	16 September to 15 October 2019
Internal Simulation Phase	12 days	16 to 27 October 2019
Simulation Phase (Test Event Proper)	3 days	28 to 30 October 2019
Simulation (Post Test Event)	13 days	31 October to 12 November 2019
Sweep and Lockdown	7 days	13 to 19 November 2019
AV Soft Opening	8 days	20 to 27 November 2019
Official Flag Raising Ceremony / Official Opening of Village	2 days	28 to 29 November 2019
SEA Games Proper	12 days	30 November to 11 December 2019
Check-out of the Village	2 days	12 to 13 December 2019
Closing Phase	7 days	14 to 20 December 2019

COMPONENT 2: PEST CONTROL SERVICES FOR NCC

The winning bidder shall provide the General Pest Control Program:

A. QUALIFICATIONS OF THE PEST CONTROL OPERATOR ("PCO")

1. Program should be in accordance with the principles of Integrated Pest Management — the proven much safer and greener approach in addressing pest problems and concerns;
2. Program should lay emphasis on sanitation and prevention rather than chemical usage;
3. Program must use a number of alternative pest management tools such as the use of gel baits, attractants, and traps to reduce chemical usage, as a greener approach in controlling pests;

4. Program and activities shall be closely monitored by respective supervisors or managers to provide coaching, mentoring, technical support and actual bi-monthly or weekly inspection and mentoring on site;

B. RESPONSIBILITIES OF THE PEST CONTROL OPERATOR (PCO) DURING OPERATIONS

1. The PCO shall ensure that all materials, labor and equipment necessary for the implementation of the work are of the best quality and workmanship.
2. The PCO shall only use environmentally-friendly or green-labeled pesticides/chemicals approved by the relevant government agencies including the Food and Drug Administration ("FDA").
3. PCO should provide free inspection, survey and seminar for the housekeeping and engineering/ maintenance personnel on preventing and controlling pest infestations through good housekeeping, environmental safety, and waste management through its Safety and Pollution Control Officer;
4. General Scope of Work

The PCO shall provide all labor, materials, tools and equipment, supervision and other incidentals for the general pest control.

3. Technical and Professional Services

The PCO shall provide the following technical methods and professional services for the general pest control.

General Pest Control Services

a. Control of Crawling Insect:

- i. Thorough inspection, control treatment for crawling insect
- ii. Identification of potential or active cockroach harborage sites, including cracks and crevices, inside cabinets, behind or underneath equipment and all other potential areas where cockroaches hide and breed.
- iii. Application of cockroach gel baits that has effective domino effect in killing roaches.
- iv. Installation of sticky or glue traps on pipe chases to prevent roaches to come inside the rooms, offices, etc. after space spray or misting treatment has been conducted on the pipe chases.

- v. Free seminar/training with topics on and Integrated Pest Management shall be provided to the Engineering and Housekeeping Personnel by the winning bidder Technical Training Team.

b. Control of Flying Insects:

- i. Thorough inspection, control treatment for flying insect
- ii. Installation of fly bait stations outside the perimeter of the building if necessary to control flying insects outdoor.
- iii. Space treatment (misting or Ultra Low Volume (ULV) Misting Machine) shall be performed for the control of the flying insects indoor.
- iv. Application of either residual or contact action insecticide sprays.
- v. Thorough inspection and larviciding on all possible breeding grounds of flies and mosquitoes such as garbage areas, canals and stagnant waters inside the premises.
- vi. A Free seminar/training on and Integrated Pest Management shall be provided to Engineering/Maintenance, Housekeeping and Stewarding Personnel by the winning bidder Technical Training Team.

c. Control of Vermin:

- i. Thorough inspection to identify any potential or active rodents' harborages and entry points.
- ii. Proper placing of rodent baits and mechanical traps in strategic locations or areas such as runways, harborages and other critical areas.
- iii. Coordination with Engineering Department for the proper sealing or covering of possible entry points of rodents.
- iv. Proper coordination with Housekeeping and Waste Management Committee for the proper cleaning and sanitation activities as a counter and preventive measure to control rodents as the first line of defense against rats and mice.
- v. A Free seminar/training on and Integrated Pest Management shall be provided to Engineering/Maintenance, Housekeeping and Stewarding Personnel by the winning bidder Technical Training Team.

- d. Provide a map indicating the location of all traps and glue boards shall be provided.

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- e. A weekly pest control inspection, findings and recommendations report must be regularly provided to PHISGOC;
- f. PCO to sit down with and thoroughly discuss with PHISGOC NCC-AV Manager-In-Charge all findings, services conducted, and recommendations.
- g. Should there be any evidence of pest within the duration of contract, the Contractor shall immediately conduct re-treatment free of charge.

C. FREQUENCY OF SERVICE / MANPOWER SERVICE:

- 1. One comprehensive treatment.
- 2. Twice a month of all areas.
- 3. Five (5) well-trained technicians will be posted daily to monitor the facilities.
- 4. All service technicians must be accompanied by Chief Technician/Supervisor when doing the thorough treatment in all areas, twice a month.
- 5. Access of the PCO to the premises will be scheduled or when it is deemed necessary. Schedule of service must be coordinated with the corresponding venue managers of each location.

E. DURATION OF CONTRACT

The contract shall be for a period of **ninety six (96) calendar days**, effective 16 September 2019 to 20 December 2019.

COMPONENT 3: SECURITY SERVICES / GUARDS FOR SEA GAMES VENUES

A. Qualifications of Officers and Security Guards

The winning bidder must be able to provide officers and security guards with the following qualifications and comply with the following obligations:

- 1. The Security Officers to be deployed (Detachment Commander/OIC) must:
 - a. Be at least five (5) feet and four (4) inches in height for male and five (5) feet and two (2) inches in height for females; and
 - b. Possess the necessary clearances from the Philippine National Police ("PNP"), National Bureau of Investigation ("NBI"), Neuro-Psychiatric Test, and Drug Test.

2. The Security Guards to be deployed must:

- a. Be at least five (5) feet and four (4) inches in height for male and five (5) feet and two (2) inches in height for female;
 - b. Possess the necessary clearances from the Philippine National Police, NBI, Neuro-Psychiatric Test, and Drug Test; and
 - c. Must have undergone training on first aid and life saving techniques or is willing to undergo similar training within the duration of the contract.
3. Submit bio-data and work employment record with corresponding description of expertise and experience of the nominated Detachment Commander/OIC for the review and acceptance by the Games Security and Safety, PHISGOC.
 4. Submit to GSS of PHISGOC the 201 files of all deployed security officers and guards to include Personal Data Sheet, copies of Security Licenses, Certificates of Completion of Training for security officers and guards, NBI Clearances, Police Clearances, Neuro-Psychiatric Clearances and Drug Tests Results.

B. Concept Plan and Comprehensive Security Plan

The winning bidder shall follow and implement the Comprehensive Safety and Security Plan (Annex "H") as prepared and provided by the GSS of PHISGOC.

C. Technical Specifications

The winning bidder must be able to deploy the number of Security Guards to their required locations as follows:

SECTOR/CLUSTER	No. of SG	Duty Hours	Rate per SG per Month
New Clark City Phase 1 (NCC1)	60	12-Hr Duty	Effective September 15, 2019
New Clark City Phase 2 (NCC2)	39	12-Hr Duty	Effective October 16, 2019
New Clark City Phase 3 (NCC3)	60	12-Hr Duty	Effective November 01, 2019
Pampanga-Clark Cluster	90	12-Hr Duty	Effective November 01, 2019
Subic Cluster	90	12-Hr Duty	Effective November 01, 2019
Metro Manila Cluster & CALABARZON	128	12-Hr Duty	Effective November 01, 2019
Total	467		



D. Manpower Requirement

1. The manpower requirement is four hundred sixty-seven (467) Regular Guards with at least seventy eight (78) relievers on twelve (12) hour duty shift.
2. The winning bidder must be capable of increasing the number of guards deployed within fifteen (15) days upon receipt of written communication from PHISGOC. In cases of extreme urgency, the contracted security agency may be required to immediately deploy a certain number of guards within two (2) days. Prior to the issuance of written notice, PHISGOC shall verbally notify the concerned agency of the need to prepare for the forthcoming changes in the deployment of guards.
3. Should the need arises, the winning bidder must be able to provide the required number of guards for deployment to other PHISGOC areas, and to include competition and non-competition venues.
4. It must be explicitly stated that based on the assessment of the security situation and security needs of PHISGOC, the number of deployed security personnel may either be reduced or increased by PHISGOC as the case maybe.
5. The winning bidder must have the capability to deploy Plain clothes Security Guards of at least 5% of total security deployment upon advance notice.
6. The winning bidder must be able to deploy a security force composed of ten percent (10%) female security guards.
7. GSS of PHISGOC has the right to demand from the winning bidder for the immediate relief from post/duty of security officers/guards who are deemed undesirable or incompetent. The winning bidder shall immediately comply with such demand. However, it is the duty of the winning bidder to conduct investigation and observe the due process and impose the appropriate disciplinary action to erring security officers/guards. Failure of the winning bidder to observe due process is its sole consequential liability.

E. Posting/Manning Hours and Required Equipment

1. The Security Agency must ensure that all security posts within its area/s of responsibility are manned according to the specifications as stated in this Terms of Reference.
2. The Security Agency shall render services twenty-four (24) a day, and seven (7) days a week in its AOR. Individual security officer/guard shall render six (6) days duty per week, in consonance with the provisions of the Presidential Decree No. 442, as amended, otherwise known as the Labor Code, except on extreme necessity, where a security officer/guard may render duty for seven (7) days a week.



3. Under no circumstances shall a security guard be allowed to render two (2) successive shifts in one day.
4. The winning bidder must provide the organizational and individual equipment enumerated in the attached posting/manning hours and required equipment per AOR as part of the standard contract deliverables.

ITEMS	QTY/RATIO	REMARKS
Communication Equipment		
Base Radio with complete accessories/antenna	1	
Handheld Radio (including battery) - For issuance to the Guard on Duty - Radio	1:1	Quantity will be determined according to the number of guards on duty per shift
Vehicles		
4-Wheel Vehicle	5	Always on standby & ready to be used
Motorcycle – more than 400cc	4	Always on standby & ready to be used
Individual Uniform and Equipment		
Type A Uniform	1:1	Verified during inspection
Baton	1:1	Verified during inspection
First Aid Kit	1:1	Verified during inspection
Flashlight	1:1	Verified during inspection

Equipment deployed shall be in good operational condition throughout the duration of the contract. Maintenance of said equipment shall be the responsibility of the winning bidder.

5. It is the duty of the winning bidder to immediately repair or replace its defective equipment. Failure to replace or repair its damaged equipment within one (1) day, especially when the said equipment is/are badly needed at the time, would unfavorably impact on the performance rating of the winning bidder.

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F. Scope of Work

1. Implement and enforce all applicable PHISGOC rules and regulations, standard operating procedures (SOPs) and other issuances relative to the maintenance of safety and security within the scope of work of the winning bidder.
2. In times of emergency, all deployed security guards shall be in emergency mode and ready to implement contingency plans as provided by GSS of PHISGOC. Those who are within the immediate area of the emergency situation shall act as first responders and be prepared to handover the responsibility to designated authority.
3. Conduct emergency preparedness drills for its security guards.
4. In case of damage to or loss of PHISGOC properties due to the negligence or failure of the guard/s to fulfill his/her obligations, the winning bidder is liable to compensate PHISGOC for the cost of losses or damages.
5. Submit the following reports:
 - a. Daily Activity and Situation Report;
 - b. Incident Report (in cases of occurrence of unusual incident);
 - c. Investigation Report (as necessary);
 - d. Special Reports (in cases of confluence of events and observations which have bearing on safety and security);
 - e. Information Reports (as obtained); and
 - f. Daily Guard Detail.
6. Coordinate with the GSS of PHISGOC on matters related to the security and protection of AOR.

COMPONENT 4: VIP SECURITY SERVICES FOR SEA GAMES VENUES

The winning bidder must be able to provide protection agents with the following qualifications and comply with the following obligations:

A. Qualifications of Protection Agents

1. The Protection Agent must:



- a. Have satisfied the basic qualifications required in Section 4 of Republic Act No. 5487;
 - b. Be at least five (5) feet and seven (7) inches in height for the male; five (5) feet and five (5) inches for the female;
 - c. Be computer literate;
 - d. If a former Armed Forces of the Philippines or PNP personnel who has either retired or was honorably separated from the service, a copy of the retirement order or honorable discharge order duly authenticated by the competent authorities must be submitted;
 - e. Possess the necessary clearances from the PNP, NBI, Neuro-Psychiatric Test and Drug Test.
2. Submit to PHISGOC the 201 files of all deployed agents to include Personal Data Sheet, copies of Security Licenses, Certificates of Completion of Training for agents, NBI clearances, Police clearances, Barangay Clearances, Neuro-Psychiatric Clearances and Drug Tests Results.
 3. Certify under oath as to the correctness of the statements made, and the completeness authenticity of the documents submitted. Qualifications of Protection Agents shall be validated during the post-qualification.

B. Concept Plan and Comprehensive Security Plan

Similar requirements and obligations shall be required of the winning bidder for Officers and Security Guards as stated in Component 3 are applicable for Protection Agents.

C. Posting of Performance and Wage Securities

Similar requirements and obligations shall be required of the winning bidder for Officers and Security Guards as stated in Component 3 are applicable for Protection Agents.

D. Confidentiality Clause

Similar requirements and obligations shall be required of the winning bidder for Officers and Security Guards as stated in Component 3 are applicable for Protection Agents. Additionally, charges provided for under the Table of Offenses and Penalties hereto attached shall be imposed in case of failure to comply with this Confidentiality Clause.

E. Technical Specifications

The winning bidder must be able to deploy the number of Protection Agents to their required locations as follows:

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Area of Responsibility (AOR)	No. of PA	Duty Hours
Assigned SEA Games VIPs	100	12 Hour Duty

F. Manpower Requirement

1. The manpower requirement is one hundred (100) Protection Agents and at least sixteen (16) relievers on twelve (12) hour duty shift.
2. The winning bidder must be capable of increasing the number of agents deployed within fifteen (15) days upon receipt of written communication from PHISGOC. In cases of extreme urgency, the winning bidder may be required to immediately deploy a certain number of agents within two (2) days. Prior to the issuance of written notice, PHISGOC shall verbally notify the concerned agency of the need to prepare for the forthcoming changes in the deployment of agents.
3. Should the need arises, the Private Protection Agency must be able to provide the required number of agents for deployment to other PHISGOC VIPs.
4. It must be explicitly stated that based on the assessment of the security situation and security needs of PHISGOC, the number of deployed security personnel may either be reduced or increased by PHISGOC as the case maybe.
5. The winning bidder must be able to deploy a security force composed of ten percent (10%) female agents as needed.
6. The winning bidder must provide a Management Team that will serve as liaison between the Agents and PHISGOC for any and all concerns related to the performance of the Protection Agent Force and on other matters that might crop up relating to the services as contracted.
7. PHISGOC has the right to demand from the winning bidder for the immediate relief from post/duty of agents who are deemed undesirable or incompetent. The winning bidder shall immediately comply with such demand. However, it is the duty of the winning bidder to conduct investigation and observe the due process and impose the appropriate disciplinary action to erring agents. Failure of the winning bidder to observe due process is its sole consequential liability.

G. Posting/Manning Hours and Required Equipment

Similar requirements and obligations shall be required of the winning bidder for Officers and Security Guards as stated in Component 3 are applicable for Protection Agents. Additionally, the winning bidder must provide the organizational and individual equipment enumerated in the attached posting/manning hours and required equipment per AOR (see Annex "I").

H. Scope of Work

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Similar requirements and obligations shall be required of the winning bidder for Officers and Security Guards as stated in Component 3 are applicable for Protection Agents. Additionally, the winning bidder must coordinate with the GSS of PHISGOC, PNP, AFP, and other friendly forces on matters related to the security and protection of VIPs.

COMPONENT 5: OUTSOURCED SERVICES FOR CONDUCT OF PARTIAL BACKGROUND INVESTIGATION

The winning bidder must be able to perform the PBI requirement and securing reliable information on the following records and credentials:

RECORDS	CREDENTIALS
University / School Credentials	Authenticated Transcripts of Records
Employment History	Last two previous employers
	Human Resources Records
	Character References
Government Records Check	Verification of the following:
	NBI Clearance
	PNP Directorate for Intelligence Clearance
	PSA Credentials
	Birth Certificate
	Marriage Certificate
Travel and Vacations	Existing Passport and Foreign Travel History
Residential Information	Picture of Declared Residence
	Verification of Barangay Records
	Sketch of Location
Organizational Affiliations	Fraternities/Sororities/Clubs/Religious/Sectoral

The winning bidder must deliver the PBI report within two and ½ (2.5) as follows:

Personalities	Report Delivery	Quantity
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GSS Workforce	Not later than 15 September 2019	370
PHISGOC Workforce	Not later than 30 September 2019	25% Random
Volunteers	Not later than 31 October 2019	2,630 Random
	Total	3,500 approximately

COMPONENT 6: LEASE OF GAMES AND EVENTS SECURITY EQUIPMENT AND DEPLOYABLE SURVEILLANCE SYSTEMS AND OF K-9 SERVICES FOR THE SEA GAMES

- A. For the Games and Events Security Equipment and Deployable Surveillance Systems component, the winning bidder must provide the following:

S/ N	Description	Requirement	QTY	UNIT
1	BASE OPERATION CENTER	It must be able to provide 24/7 Real-time Situational Awareness and Command and Control (C2) functionality for all key officials, security personnel and attached security agencies	1	System
		<u>MULTI-SCREEN DISPLAY</u> 65" LED TV (2 units) Display Technology :LED Resolution : 4K (2160P) Connector Type: 3 x HDMI2.0 with HDCP2.2 Screen Size : 65 in		
		NOTEBOOK PC (2 units) <ul style="list-style-type: none"> • 8th Generation Intel Core i7-8750H 6-Core Processor (Up to 4.1GHz) with Windows 10 Home • NVIDIA GeForce GTX 1060 Overclockable Graphics with 6 GB of dedicated GDDR5 VRAM • 15.6" Full HD (1920 x 1080) widescreen LED-backlit IPS display • 16GB DDR4 2666MHz DRAM Memory & 256GB PCIe NVMe SSD 		
		SOFTWARE APPLICATIONS (1 License Bundle) Integrated 3D Situational Awareness Application Online Push-to-Talk Communication Application Secure Online Web Conferencing Application		

		Map-based Video Management System Remote Unit Tracking Online Security Management Software		
2	MOBILE OPERATION CENTER	It must be able to provide 24/7 Real-time Situational Awareness and Command and Control (C2) functionality for all key officials, security personnel and attached security agencies	4	System
		<p>CUSTOMIZED BUS (1 system) with the following:</p> <p>Workstations with swivel chairs (4 sets) Mini-conference table and 4 conference chairs 12 V Portable Stove</p> <ul style="list-style-type: none"> • Handy 12-volt portable stove • Warms food to 300 degrees • Can be used to heat most kinds of pre-cooked food • Plugs into most 12V lighter-type sockets • Ideal for stews, beans, chops, rice meals, hot dishes/goulash and more <p>Water dispenser (hot & cold)</p> <ul style="list-style-type: none"> • Dispenses ice-cold and hot water with the push of a button. • Hot water includes safety feature. • Easy bottom loading design eliminates lifting and flipping while loading Primo water. • Bottles are concealed inside the cabinet for a clean look. No plumbing required! • Stainless steel water reservoirs provide durability • removable drip tray for easy cleaning. <p>Mini Refrigerator</p> <ul style="list-style-type: none"> • Dimension:15.8 x 18.1 x 21.7 inch • 110V 12V electric single door small refrigerator with lock • Rear Mounted, Reversible Door, Balcony, Automatic defrost, LED light, with lock • No Freon, no pollution, low energy consumption, environment friendly, no noise 		

		<p>Inverter generator 3500W Inverter Gasoline Generator Silent Type Can be used for 1Hp Aircon, TV and lights 500W Inverter Generator 3500W Gasoline Inverter Generator Rated Power : 3.5KW Maximum Power : 4.0KW Rated Voltage : 230V Rated Current : 15.2A Rated Frequency : 60Hz DC12V 8.3A</p> <p>External power cable set (50 mtrs) Customized cabinets</p>		
		<p>COMMUNICATIONS MODULE (1 set) Android Smartphone OS: Android 8.1 (Oreo) Display: 6.0" HD+ IPS LCD Display 1480 x 720px Camera: "Rear Camera – Dual Camera 13MP f/1.9, 28 mm (wide), AF" Camera Front Camera – 5MP f/2.2 Processor 1.4GHz Quad Core Cortex-A53 Memory 3GB RAM 32GB internal storage, expandable up to 512GB" Connectivity 4G LTE, 3G HSPA+, 2G EDGE & GPRS Battery 3,300 mAh</p> <p>Satellite Hotspot Dimensions: 14.2cm x 6.9cm x 3.8cm Weight: 290g Operating Temperature: -10°C to +55°C Power Talk Time: Up to 3 hours Stand By Time: Up to 70 hours Battery Type: 3.7V Li-ion, 2440 mAh Standard Data Rate: Download: up to 60 kbps Upload: up to 15 kbps Data, SMS, Email SOS Call features Voice: yes Product Interfaces 3.5 mm jack for headset DC charging jack Micro USB for charging and upgrade</p>		

		<p><i>Standard Definition (SD)</i> LNBF to Set Top Box - RG6 Coaxial Cable Set Top Box to TV - RCA</p> <p><i>High Definition (HD)</i> LNBF to Set Top Box - RG6 Set Top Box to TV HDMI Cable (Audio and Video) Component Cable (Video Only) Use RCA cables for audio with component cables</p>		
		<p>CUSTOMIZED CONSOLE</p> <p>55" LED TV (4 units) Display Technology :LED Resolution : 4K (2160P) Connector Type: 3 x HDMI2.0 with HDCP2.2 Screen Size : 55 in</p> <p>NOTEBOOK PC (4 units) <ul style="list-style-type: none"> • 8th Generation Intel Core i7-8750H 6-Core Processor (Up to 4.1GHz) with Windows 10 Home 64 Bit • NVIDIA GeForce GTX 1060 Overclockable Graphics with 6 GB of dedicated GDDR5 VRAM • 15.6" Full HD (1920 x 1080) widescreen LED-backlit IPS display • 16GB DDR4 2666MHz DRAM Memory & 256GB PCIe NVMe SSD • Gigabit Wi-Fi Backlit Keyboard USB 3.1 (Type C) Dual All-Metal AeroBlade 3D Fan Cooling Metal Chassis.Battery Capacity:3320 mAh </p>		
		<p>SOFTWARE APPLICATIONS BUNDLE</p> <p>Integrated 3D Situational Awareness Application Online Push-to-Talk Communication Application Secure Online Web Conferencing Application Map-based Video Management System Remote Unit Tracking Online Security Management Software</p>		
2	ONLINE COLLABORATION SYSTEM			
2.1	Handheld Collaboration Devices	It must be able to provide joint-agency voice, short messaging (SMS), video and data communications for officials, security personnel, volunteers and personnel from attached security agencies such as the AFP, PNP, PCG and others	2,000	Set

		It must be able to provide Real-time Situational Awareness, Blue Force Tracking, Operations Management and other mission essential applications for security personnel in SEA GAMES 2019		
		The devices rugged shockproof and water-resistant Android smartphone with at least IP 66 rating		
		It must have enterprise management system for enterprise-wide online system upgrade		
		It must have defense-grade security features		
		In case of theft or loss, the devices must have security features for remote activation of location, lock or wipe to protect stored data.		
		It must have provision for connectivity with available radio communication network of attached agencies such as the AFP, PNP and others		
		<p>The mobile handset must have the following specifications:</p> <p>OS: Android 8.1 (Oreo)</p> <p>Display: 6.0" HD+ IPS LCD Display 1480 x 720px</p> <p>Camera: "Rear Camera – Dual Camera 13MP f/1.9, 28 mm (wide), AF"</p> <p>Camera Front Camera – 5MP f/2.2</p> <p>Processor 1.4GHz Quad Core Cortex-A53</p> <p>Memory "3GB RAM32GB internal storage, expandable up to 512GB"</p> <p>Connectivity 4G LTE, 3G HSPA+, 2G EDGE & GPRS</p> <p>Battery 3,300 mAh</p>		
2.2	Software Applications	Secure Integrated 3D Situational Awareness Application		
		Secure Online Push-to-Talk Communication Application		
		Secure Online Web Conferencing Application		
		Remote Unit Tracking		
		Online Security Management		
		Emergency First Aid		
		Security manual		

		The smartphone must have dual SIM features		
3	AERIAL SURVEILLANCE SYSTEMS			
3.1	VTOL Unmanned Aerial System	It must be able to provide real-time aerial surveillance, security & video coverage during SEA GAMES 2019 activities	1	System
		It must be Vertical Take Off and Landing UAS for launch and landing anywhere without using runway or catapult		
		It must have a range of at least 70 kms		
		It must have a flight endurance of at least 10 hours		
		It must have EO-IR sensor payload for day and night flight capability		
		It must have at least 30x daylight zoom capability		
		It must have the following specifications: 70cc twin cylinder two stroke electronic fuel injected engine Auto starter/generator (500 watts)		
3.2	Tethered Unmanned Aerial System	It must be able to provide real-time aerial surveillance, security & video coverage during SEA GAMES 2019 activities	1	System
		It must be able to provide at least 16 hours of on station and tethered power up to at 50 mtrs altitude		
		It must have an Electro Optical Infrared [EO-IR] sensor payload for day & night surveillance		
		It must be have at least 30x zoom for daylight camera sensor		
		It must have the following specifications: Max Takeoff Weight : 6.14 kg Max Ascent Speed : 5 m/s Max Descent Speed : 3 m/s Max Wind Resistance : 10 m/s Dimensions (unfolded) : 716 x 220 x 236 mm Dimensions (folded) : 887 x 880 x 378 mm Weight (TB50) : 3.80 kg / (TB55) : 4.53 kg		

		Max Speed : S Mode 23 m/s; P Mode 17 m/s; A Mode 23 m/s		
4	GROUND-BASED SURVEILLANCE SYSTEM			
4.1	Deployable Outdoor PTZ Surveillance Camera	It must be a deployable wireless IP camera for 24/7 surveillance in areas where there are no installed CCTV cameras	40	Set
		There must be no extensive wiring installation required		
		The cameras can be attached to existing electric or lighting posts		
		It must have anti-theft features		
		It must have cloud-based storage and can be controlled and viewed through the integrated security operations management system		
		It must have connectivity to the base or mobile security operation centers		
		It must have all-weather protective casing		
		<p>It must have the following specifications:</p> <p>Camera Image Sensor :1/2.8" STARVIS™ CMOS</p> <p>Effective Pixels: 1920(H) x 1080(V), 2 Megapixels</p> <p>RAM/ROM 1024M/128M</p> <p>Scanning System: Progressive</p> <p>Electronic Shutter Speed : 1/1s~1/30,000s</p> <p>Min. Illumination: Color: 0.005Lux@F1.6; 0Lux@F1.6 (IR on)</p> <p>S/N Ratio: More than 50dB</p> <p>IR Distance: Distance up to 100m (328ft)</p> <p>IR On/Off Control: Auto/Manual</p> <p>IR LEDs: 6</p> <p>Video Compression: H.265/H.264/MJPEG</p> <p>Streaming Capability 3 Streams</p> <p>Resolution : 1080P(1920×1080)/ 720P(1280×720)/ D1(704×576/704×480)/CIF (352×288 / 352×240)</p> <p>Frame Rate:</p> <p style="padding-left: 40px;">Main Stream: 1080P/720P/D1(1~50/60fps</p> <p style="padding-left: 40px;">Sub Stream1: D1/CIF(1 ~ 25/30fps)</p> <p style="padding-left: 40px;">Sub Stream2: 1080P/720P/D1/ CIF (1 ~ 25/30fps)</p> <p>Bit Rate: H.265/H.264: 448K ~ 8192Kbps</p>		

		MJPEG: 5120K ~ 10240Kbps Bit Rate Control : CBR/VBR Day/Night: Auto(ICR) / Color / B/W BLC Compensation: BLC / HLC / WDR(120dB) Memory Slot: Micro SD, Max 128GB Audio Interface: 1/1 channel In/Out Alarm 2/1 channel In/Out Compression G.711a/G.711mu/AAC		
4.2	Deployable Indoor Surveillance Camera	It must be a deployable wireless IP camera for 24/7 surveillance in areas where there are no installed CCTV cameras	40	Set
		There must be no extensive wiring installation required		
		The cameras must have mounting provision for indoor installation		
		The camera must have at least HD or 1280 x 720 pixel resolution		
		It must have day and night capability		
		It must have anti-theft features		
		It must have cloud-based storage and can be controlled and viewed through the integrated security operations management system		
		It must have connectivity to the base or mobile security operation centers		
		It must have the following specification: Image Sensor : 1/2.8" CMOS Effective Pixels: 1920(H) x1080(V) Scanning System: Progressive Electronic Shutter Speed : 1/1 ~ 1/30,000s Min. Illumination Color: 0.05Lux@F1.6; B/W: 0.005Lux@F1.6 IR Distance: Distance up to 98 feet S/N Ratio: More than 50dB Video Compression: H.264 / MJPEG Streaming Capability 2 Streams Resolution: 2MP1080P(1920x1080)/SXGA(1280x1024)/1.3M(1280x960)/720P(1280x720)/D1(704x576/704x480)/		

		VGA(640×480)CIF(352×288/352×240) Frame Rate Mainstream: 2MP(1~25/30fps) Sub Stream: VGA(1 ~ 25/30fps) Bit Rate Control CBR/VBR Bit Rate H.264: 448K ~ 8192Kbps,MJPEG: 5120K ~ 10240Kbps Day/Night Auto(ICR) / Color / B/W BLC Mode BLC / HLC / DWDR (Digital WDR)		
5	ELECTRONIC DETECTION & COUNTERMEASURES SYSTEMS			
5.1	Drone Detection and Disabling System	It must be able to detect and disable commercial drones up flying in no-fly zone areas up to 1 km distance	4	Set
		It must be able to continuously jam for at least 2 hrs with at least 10 hrs standby time		
		The system location can be tracked in the base or mobile operation center		
		The operator must have communication with the operation center		
		It must have the following technical specifications: Jammer Specifications Design ; Separated Host (Backpack) and Antenna (Rifle) Effective Jamming distance At least 1km Optical Sight Zoom Telescope: a) Zoom ratio: At least 6X b) Magnification: At least 3X Beam Width : H: 48°, V: 40° (1.5GHz) H: 29°, V: 25° (2.4GHz) H: 40°, V: 30° (5.8GHz) Jammer Frequencies: 2,4 GHz (50.5 dBm power output) 5.8 GHz (48.5 dBm power output) GNSS(GPS/GLONASS/Galileo L1, (39.5 dBm power output) Battery Endurance At least 10 hrs (standby); At least 1.5 hrs (jamming) Modes of Operation :D (Driving Out): Drive Out Mode L (Landing): Force Landing Mode		

		DRONE DETECTION SYSTEM Detection Range: >1km (0.65 miles) Line-of-Sight, Omni Directional Unit Weight: 710g (1.5lbs) User Feedback: Visual, Haptic, Audible Dimensions: 201mm x 98mm x 64mm (7.9" x 3.9" x 2.5") (excluding antenna's & attachable battery) Technology: Software Defined Radio Detection Time: <5 secs (known frequency) Detects: Drone Video & Control links Colour: Matt Black/Desert Environment Operating temperature: 0° to + 50° C (32°F to +122°F) Designed to IP67 Battery Specifications (AN/PRC 152) Rechargeable Lithium-Ion Battery, Quick release and reload battery Common NATO-standard military grade battery Battery Nominal Voltage: 10.8VDC Battery Weight: 380g (0.83lbs) Battery Dimensions: 71mm x 41mm x 86mm (2.8" x 1.6" x 3.4") Operating Time: 10 hrs+ (continuous operation) Pass through charger available for extended use Operating temperature: -30°C to +60°C (-22°F to +140°F)		
5.2	Sniper & Mortar Locator System	It must be able to provide rapid and accurate location of hostile snipers and mortar launch positions in case of terrorist attack	1	Set
		It must be able to detect small arms fire [2 kms] and mortar launch site [4 kms]		
		It must have connectivity to the base or mobile operation center		
		It must be ruggedized and can withstand harsh weather conditions		
		It must have anti-theft features		
		It must have integrated batteries that can last for at least 3 days		

5.3	IED Radio Frequency Jammer	It must provide Immediate and wide area radio frequency jamming to prevent IED explosions during terrorist attack	4	Set
		It must be able to perform jamming operations of all radio frequency [GSM/3G/4G, UHF, VHF, HF and Satellite]		
		At least 100 Watts power output		
		It must be man-portable and can be carried by one person in a backpack configuration		
5.4	Long Range Acoustic Device	It must be able to provide non-lethal directional acoustic weapon functionality in case of riot or extreme necessity for crowd dispersal	4	Set
		It must be portable and can be carried by one person		
		It must have internal battery		
		It must have at least 150 meters directional acoustic range		
5.5	Digital Rifle Scope	It must be able to provide rapid and extremely high-precision shooting of hostile targets from unexposed firing position in case of terrorist attack or hostage taking situations	4	Set
		It must have very accurate target acquisition with built in rangefinder, ballistic calculator and weather station		
		It must have the capability to accurately hit targets in day or night conditions		
		The sniper who will be using it must have connectivity to the base or mobile operation center		
		It must have a connected smartphone with digital weather station		
		It must have at least 10 hrs power on standby mode		
		It must have at least 20x daylight zoom capability		
		It must have One-shot zero capability		
5.6	Counter-Hostage Taking Kit	It must be able to provide rapid and effective solution to subdue or neutralize a hostage-taker	4	Set

		It must have very accurate laser target acquisition for lethal and non-lethal engagement		
		It must have at least 5 multiple hostage-taking scenario solution components		
		All components must be packaged in a man-portable self-contained kit		
6	SECURITY ACCESS SYSTEMS			
6.1	Deployable Screening Room	It must be able to provide temperature-controlled collapsible shelter against extreme weather such as heavy rains and daytime heat	10	Set
		It must have at least 16ft x 8 ft x 8ft dimension		
		It must have enough space for security access equipment, K9 bomb sniffing dogs and personnel assigned for security inspection		
		It must have at least 1.5HP air conditioning system		
		It must have internal powerpoint and lighting installation		
		It must have an appropriate inverter generator for back-up power		
		The panels must be made of Expanded Polystyrene laminated with pre-painted metal sheets on both sides that can be used for walls and roofs.		
		The panels must be CFC/HCFC free fire-retardant grade expanded polystyrene		
6.2	Walkthrough Metal Scanner	It must be able to detect concealed metal weapons on a person's body during security screening in pedestrian gates or entry points	20	Set
		It must be able to detect flat and rod-shaped metal objects regardless of orientation		
		It must have easy to see "wait" and "proceed" symbols		
		It must be easy to operate and program using touch pad controls		
		It must have user programmable access codes to protect settings.		

		It must be collapsible and easy to assemble		
		6 zones pinpoint detection 7inch LCD Screen Outer frame:2200(h) *800(w) *600mm d Inner frame:2050(h) *700(w) *600mm d Working power:AC:110V-220V Work Environment: -20°C— +65°C Pinpoint Zone Detection: 6 zones show precise target locations on the left, center and right side of the body from head to toe Sensitivity from 0-99, total 100 levels Led display on the both sides DSP and Microprocessor controlled Long standby One-key restoration of factory setting One set gate should be packed in two cartons:Door panel Carton size:229*73*25CM & Base Unit Carton size:75*30*27CM Total gross weight of one set: 80kgs Sound and LED alarm		
6.3	Handheld Metal Detector	must be portable for body search for offensive weapons in crowd control and security,	200	Set
		It must be able to check small bags, parcels and letters for metal objects and anywhere that hidden metal needs to be detected.		
		Power Voltage: uses 9 V battery Power: 270mW Operating Voltage: 7V - 9V		
6.4	Baggage X-ray Scanner	It must be able to screen backpacks, parcels, packages and other small to medium sized objects	20	Set
		It must have high definition and material discrimination by color coding for operators to detect contraband such as weapons, explosives, narcotics and other items, including detection of fine wires and electronic circuit boards.		
		It must have image archiving functionality		
		It must have touchscreen display for operator control and monitoring		
		It must be fully compliant to all radiation safety requirements and external emission limits		

		It must have the following specifications		
		X-Ray generator: 80KV, oil cooling, bottom to top or better		
		Computer: Cortex A9 or better		
		Monitor: 17" LED screen, resolution 1280*1024 pixels or higher resolution		
		It must have power on self-test (POST)		
		It must have secure access Key		
		It must threat alert and material classification		
		It must energy saving design		
		It must have one key turn off		
		It must have capability for drugs and explosives inspection		
		Must have the following specification: CCS AT5030A X-ray Baggage Scanner Tunnel size(mm) 500(L)*300(W) Conveyor Speed(m/s) 0.22 Conveyor height(mm) 668.5 Conveyor Max Load(kgs) 100 Penetration 8 mm steel Wire Resolution dia 0.0787mm copper wire (AWG40) Penetration Resolution dia 0.202mm copper wire (AWG32) under three-step aluminum wedge 9.5mm, 15.9mm, 22.2mm		
7	VEHICLES AND MOBILITY SYSTEMS			
7.1	Pick-up Truck	It must be able to provide mobility support functionality for the mobile operation centers and for mobile security patrols	8	Unit
		2.8L Diesel, 4-Cylinder, 16-Valve DOHC Variable Nozzle Turbo with Front Mounted Intercooler		
		It must have a 4-door crew cab configuration		
		It must have GPS tracking device		
		Max Power: at least 174 hp @ 3,400 rpm		
		Max Torque: at least 400 Nm @ 1,600 ~ 2,000 rpm		

		It must have selectable 2WD or 4WD drive		
		Model: 2016 or Later		
7.2	Sports Utility Vehicle	It must be able to provide mobility support functionality for the mobile operation centers and for mobile security patrols	4	Unit
		2.4 Liters; Diesel 4x4 Manual Transmission		
		It must have tracking device		
		It must have selectable 2WD or 4WD drive		
		Max power: 181PS / 3500rpm; Max Torque 430N-m / 2500rpm.		
		Model: 2016 or Later		
7.3	Utility Task Vehicle [UTV]	It must be a side-by-side 2- to 4-passenger four-wheel drive off-road utility task vehicle or UTV classification	4	Unit
		It must have selectable 2WD or 4WD drive train with auto-locking front differential		
		It must have tracking devices		
		It must be able to carry or mount electronic countermeasure equipment		
		It must have a high-power lighting equipment for night operations		
		Engine type: DOHC inline triple Displacement: 900cc Suspension: Front Dual A-arm/20.0", Rear Trailing Arm/20.0", Length/width/height: 131.0"/64.0"/66.0", Fuel capacity: 10.5 gal.		
7.4	Electric Vehicles	It must be able to carry at least 6 persons	8	Unit
		It must have tracking device		
		It must be able to carry or mount electronic countermeasure equipment		
		It must have a high-power lighting equipment for night operations		

		Battery Voltage; 48V Seats; 3-4 Certification; CE Motor; 48V3KW Battery; 8V150AH Charge Time; 8-10H Range per charge; 80-100km		
7.6	Motorcycle	It must function as mobility system for off-road patrol especially during inclement weather when 4-wheeled vehicles have limited off-road mobility	20	Unit
		It must be able to carry additional one (1) passenger		
		It must have tracking device		
		It must be able to carry or mount electronic countermeasure equipment		
		It must have a high-power lighting equipment for night operations		
		Sports Motorcycle; Brand/make/model and type subject to the nomination of the supplier but it must of no less than 500cc and 150cc displacement. Specific Unit Requirement: 500cc – 2010 model and up - 8 Units 150cc – 2016 model and up - 12 Units		
7.7	Horse-Mounted Security & Surveillance System	It must function as mobility system for off-road patrol especially during inclement weather when vehicles have limited off-road mobility	6	Unit
		It must have a trained mounted security personnel		
		It must have tracking device		
		It must be able to carry or mount electronic countermeasure equipment		
		It must have a high-power lighting equipment for night operations		
7.8	Utility Truck	GVWR/GCWR ; 14,500/20,500 Lbs	3	Unit
		Body/Payload Allowance ; 8,339-8,536 Lbs		

		Engine ; 5.2 liter		
		CAB ; Standard		
		Body Application ; Up to 20 Ft		
8	SURVIVAL & SAFETY KITS	The survival and safety kit must contain the basic items for survival in natural and man-made calamities.	4,000	Unit
		The pouch which contains all the items must be in pocket-sized or wallet form factor for everyday carry and must have the following features: a. Heat -resistant b. Can be used as neck-pouch or wallet c. Can be used as phone pouch d. Transparent plastic sheet on one side for inserting emergency evacuation map High-visibility color		
		It must contain a smoke hood which will have the following features: a. Allow breathing thru toxic smoke, dust and debris up to 20 minutes using carbon activated filter b. 360-degree visibility c. Rubber neck band to prevent smoke from entering the hood One size fits all design		
		It must contain the following tools: Glass breaker, safety seat-belt cutter, LED blinker, flashlight, sonic alarm, wire saw		
		It must contain the following wound and burn care items: Burn and wound gel, powder bandage to stop bleeding, antiseptic wipes, antibiotic ointment		
		It must contain water treatment tablets and the following medicines: Ibuprofen, antihistamine, acetaminophen, anti-diarrhea		
		It must have the following emergency provisions: Survival tablets, emergency drinking water sachet, expandable water container.		
		It must have an emergency inflatable flotation device		

		It must contain a personal insurance card with coverage of at least Php 5,000 for accidental injury and Php 50,000 for accidental death.		
		It must have an emergency phone charger		
		It must contain a small survival booklet		
		It must have a QR code link for downloading survival and emergency first aid procedures		

DELIVERY SCHEDULE

The winning bidder shall be able to deliver the equipment for lease 60 days upon the issuance of notice of proceed.

B. OUTSOURCED K-9 SERVICES

For the K-9 services component, the winning bidder must provide the following:

1. QUALIFICATIONS OF K-9 DOGS

- a. The K-9 to be deployed must:
 - i. Be either breeds of dogs such as Labrador Retrievers, Belgian Malinois, Rhodesian Richback, Beagle, Jack Russel Terriers and Rottweilers;
 - ii. Be able to detect components of explosives such as TNT, Black Powder, Picric Acid, C4, ammonium nitrate, blasting cap, det cord, primers etc.;
 - iii. Be able to detect narcotics or different kinds of illegal drugs;
 - iv. Have identification microchips for each deployed dog;
 - v. Have at least three (3) tracking dogs available for deployment should the need arises.

2. K-9 ADMINISTRATION PROGRAM

- a. All provisions are to be supplied by the winning bidder inclusive of but not limited to:
 - i. Dog food and preventive canine medicines;
 - ii. Canine vaccination;
 - iii. Updated anti-rabies vaccination certificate;
 - iv. Vitamins and supplements;
 - v. Dog paraphernalia;

- vi. Handler's uniform; and
- vii. K-9 transport vehicles.

b. The winning bidder must have a certificate of K-9 Administration Program from an internationally recognized training program or government certified K-9 Administrator of no less than three (3) years.

c. Trained Handlers: The handlers of K-9 Bomb Sniffing and Narcotics Detection Dogs must have a Certificate of Course Completion from a recognized K-9 Training School.

d. The K-9 supplier must have a Certificate of Accreditation from PNP – Supervisory Office for Security and Investigation Agencies (PNP-SOSIA).

e. The K-9 Agency must submit its K-9 Teams to a Test and Evaluation Process by duly certified K-9 Evaluators during post qualification.

f. The medical records of Bomb Detection Dogs, vaccination and physical/medical check-ups must be submitted during post qualification.

2.1 General Safe Handling:

- a. Canine handlers will keep their dog on leash and in full control at all times;
- b. Canine handlers will not allow his dog to chew on items while on duty;
- c. Canine handlers will not allow his dog to be touched by any one or handled by unauthorized person while on duty; and
- d. Canine handlers will keep their dogs with muzzle if the dog is not on duty, dog on rest and/or transported to another place.

2.2 Warranty: In case of death or sickness of dogs, the winning bidder shall immediately replace the dog with similar qualifications at no cost to PHISGOC.

3. CONCEPT PLAN AND COMPREHENSIVE SECURITY PLAN

Similar requirements and obligations shall be required of the winning bidder for Officers and Security Guards as stated in Component 3 are applicable for the lease of K-9 Services.

4. TECHNICAL SPECIFICATIONS

4.1 CLUSTER DEPLOYMENT

SECTOR/CLUSTER	No. of K-9 Teams	Duty Hours
New Clark City	22 Handlers and 22 Dogs	12 Hour Duty
Pampanga-Clark Cluster	14 Handlers and 14 Dogs	12 Hour Duty

Subic-La Union Cluster	32 Handlers and 32 Dogs	12 Hour Duty
Metro Manila Cluster & Calabarzon	20 Handlers and 20 Dogs	12 Hour Duty
Total	88 Teams	

4.2 K-9 SKILLS DEPLOYMENT

SECTOR/CLUSTER	Bomb	Narcotics
New Clark City	18 Teams	4 Teams
Pampanga-Clark Cluster	10 Teams	4 Teams
Subic-La Union Cluster	26 Teams	6 Teams
Metro Manila Cluster & Calabarzon	16 Teams	4 Teams
Total	88 Teams	

4.3 SCHEDULE OF DEPLOYMENT

The K9 Teams shall be deployed to the various clusters from **November 15, 2019 to December 15, 2019** or within a 30-day contracting period.

5. K-9 TEAMS REQUIREMENT

- a. The K-9 Teams requirement is eighty (88) Teams on twelve (12) hour duty shifts.
- b. The K-9 Agency must be capable of increasing the number of dogs deployed within fifteen (15) days upon receipt of written communication from PHISGOC. In cases of extreme urgency, the contracted agency may be required to immediately deploy a certain number of dogs within two (2) days. Prior to the issuance of written notice, PHISGOC shall verbally notify the concerned agency of the need to prepare for the forthcoming changes in the deployment of dogs.
- c. Should the need arises, the K-9 Agency must be able to provide the required number of dogs for deployment to other PHISGOC areas, and to include competition and non-competition venues.
- d. Should the need arises, the K-9 Agency must be able to deploy at least three (3) tracking dogs upon notification from GSS of PHISGOC.
- e. It must be explicitly stated that based on the assessment of the security situation and security needs of PHISGOC, the number of deployed K-9 dogs may either be reduced or increased by PHISGOC as the case maybe.

6. SCOPE OF WORK

- a. Implement and enforce all applicable PHISGOC rules and regulations, standard operating procedures (SOPs) and other issuances relative to the maintenance of safety and security within the scope of work of the contracted K-9 Agency.
- b. Conduct emergency preparedness drills for its K-9 and handlers.
- c. In case of damage to or loss of PHISGOC properties due to the negligence or failure of the guard/s to fulfill his/her obligations, the K-9 Agency is liable to compensate PHISGOC for the cost of losses or damages.
- d. Submit the following reports:
 - i. Daily Activity and Situation Report;
 - ii. Incident Report (In cases of occurrence of unusual incident);
 - iii. Investigation Report (as necessary);
 - iv. Special Reports (In cases of confluence of events and observations which have bearing on safety and security);
 - v. Information Reports (as obtained); and
 - vi. Daily K-9 Detail.
 - vii. Coordinate with the GSS of PHISGOC on matters related to the security and protection of AOR.

SECTION 5: SUBCONTRACTING

Subcontracting is allowed subject to the following conditions:

1. A bidder may identify the subcontractor to whom a portion of the project will be subcontracted at any stage of the bidding process or during contract implementation.
2. Subcontractors must comply with the eligibility criteria and documentary requirements specified in the Bid Data Sheet.
3. If the bidder opts to disclose the name of the subcontractor during bid submission, said bidder shall include the required documents as part of the technical component of its bid.
4. Once the contract is awarded, the winning bidder can only change, add or take out subcontractors from the list with the written consent/approval of PHISGOC;
5. The winning bidder and all its subcontractors if any must render full disclosure and transparency to PHISGOC of all on-boarded suppliers for all events.

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6. Subcontracting of any portion of the project shall not relieve the winning bidder from any liability or obligation that may arise from the contract for the project.

SECTION 6: SELECTION CRITERIA

The project shall be awarded to the Single/Lowest Calculated Responsive Bidder (S/LCRB).

SECTION 7: TERMS, CONDITIONS AND SCHEDULE OF PAYMENTS

1. Billing for Components 1 to 5:

Billings shall be submitted on a monthly basis starting on the first day of the succeeding month:

Billings shall be based on the actual number of days worked during billing period and shall include legal holidays with corresponding items of payments.

Except for justifiable reasons, billing shall be paid within fifteen (15) working days from the date of receipt by PHISGOC provided all documentary requirements are complete.

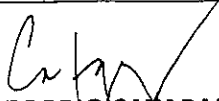
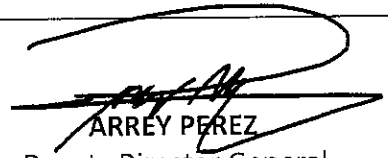
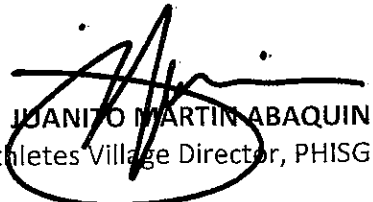
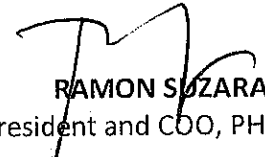
PHISGOC has the right to make the necessary deductions from the claims of the Contractor and/or the bond posted by the Contractor for the purpose by reason of non-payment or refusal by the Contractor to pay the salaries, allowances and other dues to the service personnel on time at prescribed rates provided herein and in pertinent laws.

Billing for Component # 6: For the Lease of Games and Events Security Equipment and Deployable Surveillance Systems and Outsourced K-9 Services, billing shall be submitted upon complete delivery and deployment of leased equipment and deployable surveillance system and K-9 teams to respective venues based on the schedule of deployment and subject to the submission of equipment responsiveness/condition evaluation report and K-9 Deployment Report. The form for the evaluation is attached hereto as "AnnexH".

2. The request(s) for payment shall be made to PHISGOC in writing, accompanied by an invoice describing, as appropriate, the output/report delivered and/or Services performed, and by submission of other required documents and obligations stipulated in the Contract.

Prepared By:	Reviewed By:
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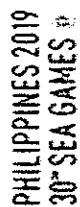
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 Gen. GREGORIO CATAPANG (ret.) Games Security Director, PHISGOC	 ARREY PEREZ Deputy Director General
 JUANITO MARTIN ABAQUIN Athletes Village Director, PHISGOC	 RAMON SUZARA President and COO, PHISGOC

PHISGOC has the right to use
Computer Output for the Internal
and External Use of the PHISGOC

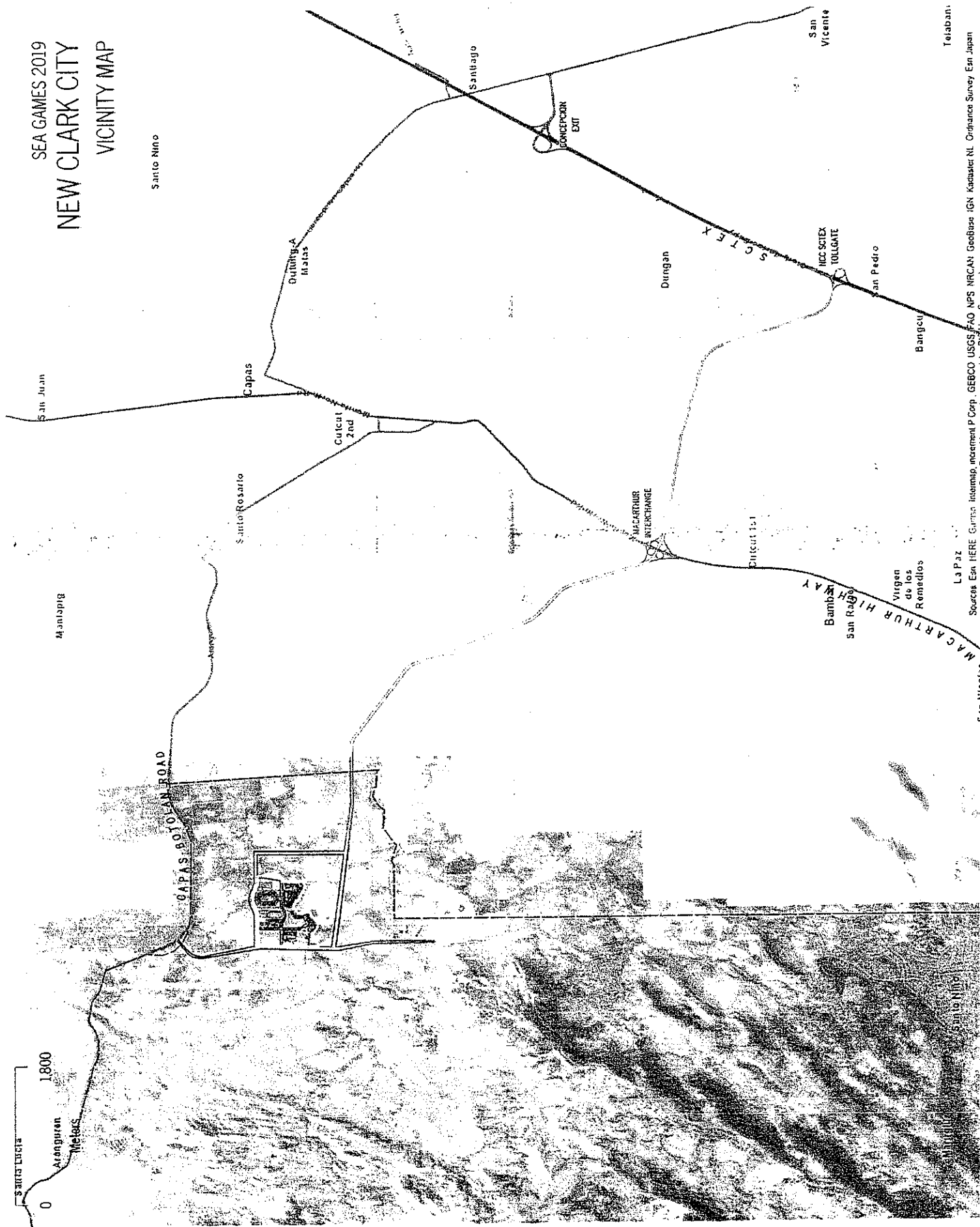
Annex A

Vicinity Map



SEA GAMES 2019
NEW CLARK CITY
VICINITY MAP

Santo Nino

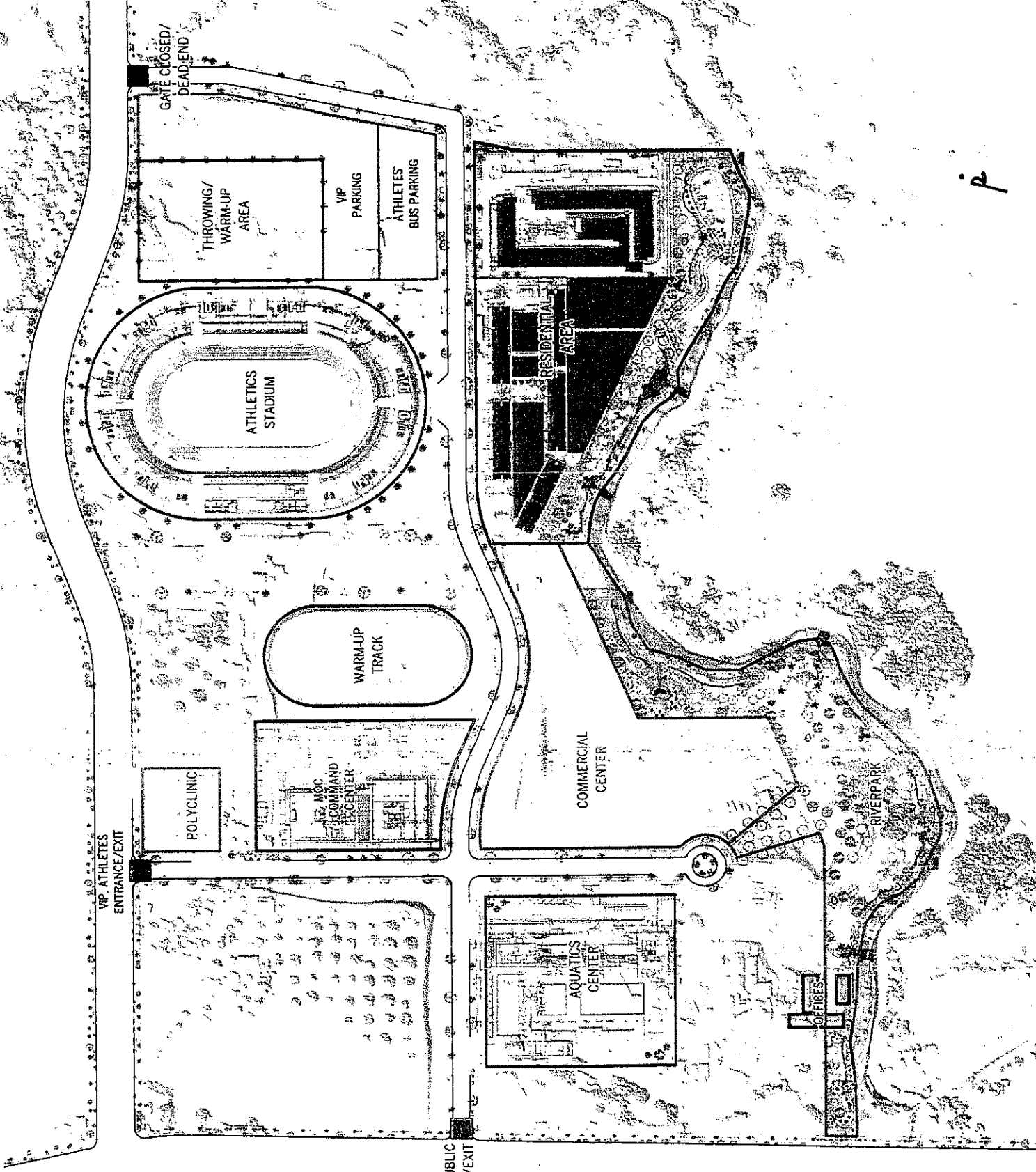


Annex B

Zoning and Use



Meters



TRANSPORT MALL
PUBLIC PARKING
ENTRANCE/EXIT

LANE A: SHUTTLE SERVICE
LANE B: BUSES, P2P
LANE C: PRIVATE VEHICLES
LANE D: PARKING FOR WORKERS

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Annex C

Building Details

ATHLETE'S VILLAGE

Area = 3.97 Hectares

BUILDINGS 1-5:

Particular	No.	Area	Other Features
Six (6)-Storey Building with Roof Deck	5	26,454	semi-furnished rooms, 2-elevators per building, with drier cages at roof deck
Main Dining Hall	1	4,000	Temporary Tent with air-con
Entertainment and Leisure Center (ELC)	1	350	Reception Room, Hospitality Area, Admin Office, Security Area, Restaurant, Bar, etc.
Event Plaza and Flagpole Zone Area (EPZ)	1	72.84	Gymnasium, Multi-Purpose Room, etc.
Village Arrival and Departure Area (VADA)	1	4,000	Venue for daily events
Swimming Pool (10x15)	1	TBD	Temporary Tent with transport mall, security checkpoint zone, etc.
Security Tent Area	1	150	with Pool Deck and Restrooms
Village Mall	1	950	Security Check
Parking Space/Driveway/Green/Common areas	1	1,500	Temporary food plaza with retail mall
Perimeter Fence with gate	1	181	For Village golf cart, ambulance, etc.

BUILDINGS 1&2

Room Type	Ground Floor	Second Floor	Third Floor	Fourth Floor	Fifth Floor	Sixth Floor	Total No. of Units	Total for Two Buildings
	No. of Units	Area	No. of Units	Area	No. of Units	Area	No. of Units	Area
Commercial Space (No. of Units)	41.32, 40.94, 61.61, 82.01	0	0	0	0	0	5/6	98
1 Bedroom	4	26.4	9	26.4	9	26.4	9	26.4
2 Bedroom	3	40.76	5	40.76	5	40.76	5	40.76
3 Bedroom	2	50.56	4	2@50.56, 2@57.76	4	2@50.56, 2@57.76	4	2@50.56, 2@57.76

BUILDINGS 3, 4 & 5

Room Type	Ground Floor	Second Floor	Third Floor	Fourth Floor	Fifth Floor	Sixth Floor	Total No. of Units	Total for Three Buildings
	No. of Units	Area	No. of Units	Area	No. of Units	Area	No. of Units	Area
1 Bedroom	7	26.4	9	26.4	9	26.4	9	26.4
2 Bedroom	5	40.76	5	40.76	5	40.76	5	40.76
3 Bedroom	4	2@70.95, 2@49.95	4	2@70.95, 2@49.95	4	2@70.95, 2@49.95	4	2@70.95, 2@49.95

Note:

Hallway, electrical Room, lift, stair common restroom, etc. not included

Area are in square meters if not specified

Total Commercial Space	11
Total Rooms	516 Beds
1BR	254
2BR	146
3BR	115
	894

BUILDINGS 6-7:

Particular	No.	Area	Other Feature
Five-Storey Building	2	25,650.68	Buildings A & B, Rooms are semi-furnished, 3 elevators per building, 2-bed per room units, 1 parking lot, Roof
Amenity Building	1	2,532.80	Athletes' dining area, kitchen, assembly area, etc.
Swimming Pool	1	TBD	
Basketball Court	1	TBD	
Parking Space/Common Areas	1	lot	

Room Type	Ground Floor	Second Floor	Third Floor	Fourth Floor	Fifth Floor	Total No. of Units
	No. of Units	Area	No. of Units	Area	No. of Units	Area
Studio Unit (SU)	4	21.89	2	20.83	54	20.83
Handicapped Studio Unit	46	21.34	54	21.34	0	21.34
Conference Room (1st floor)	12.64	36.03	37.37	37.37	37.37	37.37
Office (Ground floor)	12.85	0	0	0	0	0
Office (1st floor)	25.72	0	0	0	0	0
Event Room (1st floor)	99.39	0	0	0	0	0
Library/Office	44.89	0	0	0	0	0
Reception/Office	7.53	25.89	0	0	0	0
House Keeping	1	7.8125	2	4.23	2	5.31
Pantry	0	0	2	7.09, 4.48	1	7.89
Reception	0	0	1	54.14	20.01	20.01
Deck/Pool	0	0	18.94, 32.65	18.94, 36.55	18.94, 37.29	18.94, 37.29

Room Type	Ground Floor	Second Floor	Third Floor	Fourth Floor	Fifth Floor	Total No. of Units
	No. of Units	Area	No. of Units	Area	No. of Units	Area
Studio Unit (SU)	2	21.89	2	20.83	52	20.83
Handicapped Studio Unit	49	21.34	55	21.34	0	21.34
Conference Room (1st floor)	12.79	37	37.37	37.37	37.37	37.37
Office (Ground floor)	12.88	0	0	0	0	0
Storage Area	1	15.16	0	0	0	0
House Keeping	2	6.25	2	4.62	2	5.19
Reception/Office	79.05	0	0	0	0	0
Library/Office	0	0	0	0	0	0
Reception	TBD	0	0	0	0	0
Pantry	0	0	1	7.33	1	7.89
Reception	0	0	1	TBD	1	TBD
Roof Deck (usable)	0	0	0	0	0	0

total number of studio unit	425
total number of handicapped unit	100
total	525
x 3	1,575

Room Type	Ground Floor	Second Floor	Third Floor	Roof Deck	Total No. of Units
	No. of Units	Area	No. of Units	Area	No. of Units
Dining Area (1st floor)	363.75	0	0	0	0
Main Dining Hall (1st floor)	189.75	0	0	0	0
Kitchen (1st floor)	5.65	0	0	0	0
Delivery/Storage (1st floor)	24.75	0	0	0	0
Storage Area (1st floor)	9.38, 9.61, 15.48	68.43	0	0	0
Storage Area (2nd floor)	10	0	0	0	0
Washing Area (1st floor)	5.8	0	0	0	0
Storage Area (1st floor)	5.96	0	0	0	0
Roof Gardening	0	TBD	TBD	0	0
Storage Area (1st floor)	0	57.97	0	0	0
Commercial Area (1st floor)	0	41.65	0	0	0
Commercial Area (1st floor)	0	17.88	0	0	0
Commercial Area (1st floor)	0	40	0	0	0
Commercial Area (1st floor)	0	95.14	0	0	0
Commercial Area (1st floor)	0	49.12	0	0	0
Commercial Area (1st floor)	0	14.62, 12.58, 10	0	0	0
Commercial Area (1st floor)	0	4.23	0	0	0
Housekeeping	0	1	0	0	0
Assembly Area	0	0	1	36	1

Note: Hallway, electrical Room, lift, stair common restroom, etc. not included

Annex D

Manpower Requirement

MANPOWER REQUIREMENTS

ATHLETES VILLAGE, NEW CLARK CITY, CAPAS TARLAC

HOUSEKEEPING SERVICES

Location	No. of Floor	No. of Bedrooms	No. of Attendants			Total No. of Attendants
			1st Shift (6AM to 2PM)	2nd Shift (2PM to 10PM)	3rd Shift (10PM to 6AM)	
Building 1	6	99	12	12		24
Building 2	6	99	12	12		24
Building 3	6	106	12	12		24
Building 4	6	106	12	12		24
Building 5	6	106	12	12		24
Building 7	5	260	20	10		30
Building 6	5	265	20	10	4	30
						4

1041	Total	184
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(Maximum per day)

JANITORIAL & SUPPORT SERVICES

Supervisor	Inside and outside the buildings	4	4	0	8
Janitor		34	34	4	72
Carpenter		6	6	0	12
Plumber		6	6	1	13
Electrician		6	6	1	13
Aircon Technician		6	6	1	13
Gardener		2	2	0	4
Pool Technician		1	1	0	2
Gym Instructor		1	1	0	2

Total	139
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(Maximum per day)

Maximum number of personnel to be deployed in one day 323

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Annex E

Laundry Services

LAUNDRY SERVICES

ATHLETES VILLAGE, NEW CLARK CITY, CAPAS TARIAC

BED AND BATH LINENS							
No.	Particulars	Qty.	Changing Schedule	Weight (kg)	Price List per kg(Php)	Total Amount (Php)	
1	lot	2,459	once a week				
	Bed Linens:						
	Regular Bed:						
	Fitted Bed sheet: White; Continental Europe Full/Double size (for 140 cm x 200 cm bed size; 150 thread-count)			0.67			
	Fitted Bed sheet: White; Continental Europe King/Super Single size (for 120 cm x 200 cm bed size; 150 thread-count)						
	Blankets: White; Continental Europe Full/Double and King/Super Single sizes; fleece			0.67			
	Pillow case: White; (for 20 cm x 26 cm pillow size; 200 thread-count)			0.15			
	Bath linen:						
	Bath sheet (white; 101.6 cm x 177.8 cm)			0.27			
SUB-TOTAL							
LAUNDRY SERVICES for the Period of Oct 16, 2019 - Dec 20, 2019							
	Free laundry service for athlete's clothes						
No.	Particulars						
	Pick-up and deliver:						
1	Attendants						
2	Cabinet						
3	Laundry basket						
TOTAL							

Annex F

Housekeeping and Janitorial Manpower

MANPOWER SCHEDULE

ATHLETES VILLAGE, NEW CLARK CITY, CAPAS TARLAC

HOUSEKEEPING SERVICES

30th SEA GAMES												
	Activity	Dates	Number of Days	Occupied rooms	No. of Personnel			Total		Rate/ Day	Total	
					1st shift	2nd shift	3rd shift	Manpower	Days			
1	Bump-in Phase	16 Sept-15 Oct'19	30	25								
	Supervisor/Concierge				2	2	0	4	30			
	Housekeeper				0	0	0	0	30			
2	Intenal Simulation Phase	16-27 Oct'19	12	25								
	Supervisor/Concierge				2	0	2	4	12			
	Housekeeper				10	10	0	20	12			
3	Proper)	28-30 Oct 2019	3	40								
	Supervisor/Concierge				2	0	2	4	3			
	Housekeeper				100	80	0	180	3			
4	Simulation (Post Test Event)	31 Oct - 12 Nov'19	13	25								
	Supervisor/Concierge				2	0	2	4	13			
	Housekeeper				10	10	0	20	13			
5	Sweep and Lockdown	13-19 Nov'19	7	25								
	Supervisor/Concierge				2	0	2	4	7			
	Housekeeper				0	0	0	0	7			
6	AV/Soft Opening	20-27 Nov'19	8	all units								
	Supervisor/Concierge				0	2	2	4	8			
	Housekeeper				100	80	0	180	8			
7	Official Flag Raising Ceremony	28-29 Nov 2019	2	all units								
	Supervisor/Concierge				0	2	2	4	2			
	Housekeeper				100	80	0	180	2			
8	SEA Games Proper	30 Nov - 11 Dec'19	12	all units								
	Supervisor/Concierge				0	2	2	4	12			
	Housekeeper				100	80	0	180	12			
9	Check-out of the Village	12-13 Dec'19	2	all units								
	Supervisor/Concierge				0	2	2	4	2			
	Housekeeper				100	80	0	180	2			
10	Closing Phase	14-20 Dec'19	7	25								
	Supervisor/Concierge				0	2	2	4	7			
	Housekeeper				50	50	0	100	7			
Total			96	days					1080			

	Basic Pay	With SSS, etc.
skilled		0.00
Housekeeper/janitor		0.00

if

MANPOWER SCHEDULE
ATHLETES VILLAGE, NEW CLARK CITY, CAPAS TARLAC

Janitorial and General Support Services													
30th SEA GAMES													
No.	Activity	Dates	Number of Days	Occupied rooms	No. of Personnel			Total		Rate/Day	Grand Total	Total for Janitorial	Total for Support
					1st shift	2nd shift	3rd shift	Manpower	Days				
1	Bump-in Phase	16 Sept-15 Oct'19	30	25									
	Supervisor				0	0	0	0	30				
	Janitor				16	16	0	32	30				
	Carpenter				1	1	0	2	30				
	Plumber				1	1	0	2	30				
	Electrician				1	1	0	2	30				
	Aircon Technician				1	1	0	2	30				
	Gardener				1	1	0	2	30				
	Pool Technician				1	1	0	2	30				
	Gym Instructor				0	0	0	0	30				
2	Simulation)	16-27 Oct'19	12	25									
	Supervisor				1	1	1	3	12				
	Janitor				16	16	2	34	12				
	Carpenter				1	1	0	2	12				
	Plumber				1	1	1	3	12				
	Electrician				1	1	1	3	12				
	Aircon Technician				1	1	1	3	12				
	Gardener				1	1	0	2	12				
	Pool Technician				1	1	0	2	12				
	Gym Instructor				1	1	0	2	12				
3	Proper)	28-30 Oct 2019	3	40									
	Supervisor				4	4	0	8	3				
	Janitor				34	34	4	72	3				
	Carpenter				3	3	0	6	3				
	Plumber				3	3	1	7	3				
	Electrician				3	3	1	7	3				
	Aircon Technician				3	3	1	7	3				
	Gardener				2	2	0	4	3				
	Pool Technician				1	1	0	2	3				
	Gym Instructor				1	1	0	2	3				
4	Simulation (Post Test Event)	31 Oct - 12 Nov'19	13	25									
	Supervisor				4	4	0	8	13				
	Janitor				34	34	0	68	13				
	Carpenter				3	0	0	3	13				
	Plumber				3	0	0	3	13				
	Electrician				3	0	0	3	13				
	Aircon Technician				3	0	0	3	13				
	Gardener				2	0	0	2	13				
	Pool Technician				2	0	0	2	13				
	Gym Instructor				0	0	0	0	13				
5	Sweep and Lockdown	13-19 Nov'19	7	25									
	Supervisor				4	0	0	4	7				
	Janitor				34	0	0	34	7				
	Carpenter				1	0	0	1	7				
	Plumber				1	0	0	1	7				
	Electrician				1	0	0	1	7				
	Aircon Technician				1	0	0	1	7				
	Gardener				1	0	0	1	7				
	Pool Technician				1	0	0	1	7				
	Gym Instructor				0	0	0	0	7				
6	AV Opening (Soft Opening)	20-27 Nov'19	8	all units									
	Supervisor				4	4	0	8	8				
	Janitor				34	34	4	72	8				
	Carpenter				6	6	0	12	8				
	Plumber				6	6	1	13	8				
	Electrician				6	6	1	13	8				
	Aircon Technician				6	6	1	13	8				
	Gardener				2	2	0	4	8				
	Pool Technician				1	1	0	2	8				
	Gym Instructor				1	1	0	2	8				
7	Official Flag Raising Ceremony	28-29 Nov 2019	2	all units									
	Supervisor				4	4	0	8	2				
	Janitor				34	34	4	72	2				
	Carpenter				6	6	0	12	2				
	Plumber				6	6	1	13	2				
	Electrician				6	6	1	13	2				
	Aircon Technician				6	6	1	13	2				
	Gardener				2	2	0	4	2				
	Pool Technician				1	1	0	2	2				
	Gym Instructor				1	1	0	2	2				
8	30th SEA Games Proper	30 Nov - 11 Dec'19	12	all units									
	Supervisor				4	4	0	8	12				
	Janitor				34	34	4	72	12				
	Carpenter				6	6	0	12	12				
	Plumber				6	6	1	13	12				
	Electrician				6	6	1	13	12				
	Aircon Technician				6	6	1	13	12				
	Gardener				2	2	0	4	12				
	Pool Technician				1	1	0	2	12				
	Gym Instructor				1	1	0	2	12				
9	Check-out of the Village	12 -13 Dec'19	2	all units									
	Supervisor				4	4	0	8	2				
	Janitor				34	34	0	68	2				
	Carpenter				2	2	0	4	2				
	Plumber				2	2	0	4	2				
	Electrician				2	2	0	4	2				
	Aircon Technician				2	2	0	4	2				
	Gardener				2	2	0	4	2				
	Pool Technician				2	2	0	4	2				
	Gym Instructor				0	0	0	0	2				
10	Closing Phase	14-20 Dec 2019	7	25									
	Supervisor				4	4	0	8	7				
	Janitor				34	34	0	68	7				
	Carpenter				2	2	0	4	7				
	Plumber				2	2	0	4	7				
	Electrician				2	2	0	4	7				
	Aircon Technician				2	2	0	4	7				
	Gardener				2	2	0	4	7				
	Pool Technician				1	1	0	2	7				
	Gym Instructor				0	0	0	0	7				
Total			96	days				964		0.00	0.00	0.00	

where:

	Basic Pay	With SSS, etc.
Supervisor	0.00	
Skilled	0.00	
Janitor/Housekeeping	0.00	

Total Amount			
Janitorial			
Support Services			

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Annex G

Supplies Housekeeping & Janitorial

SUPPLIES, MATERIALS AND EQUIPMENT REQUIREMENTS

ATHLETES VILLAGE, NEW CLARK CITY, CAPAS TARLAC

LOT A: HOUSEKEEPING SERVICES

No.	Particulars	Unit	Qty.	Amount (Php)	Total Amount (Php)
1	Bed Linens:	set	4938		
	Bed: (fitted sheet, blanket and pillows)				
	Fitted Bed sheet: White; Continental Europe Full/Double size (for 140 cm x 200 cm bed size; polycotton;150 thread-count)	(516) pc			
	Fitted Bed sheet: White; Continental Europe King/Super Single size (for 120 cm x 200 cm bed size; polycotton;150 thread-count)	(1953)			
	King/Super Single sizes; fleece	pc			
	count)	pair			
	Bath: (bath sheet)				
	Bath sheet (850grams; 100% cotton; white; 101.6 cm x 177.8 cm)	4,938 pc			
2	Mesh laundry bag: 100% polyester made; 20 in x 15 in (Set of 2- colors black and white)	set	2469		
3	Closet hangers-wooden, with clips (set of 4)	set	1041		
4	Toiletries:	set	2,469		
	Bath soap (travel size)				
	Shampoo (travel size)				
	Tooth brush				
	Toothpaste (travel size)				
	Cotton buds (4pcs)				
5	Housekeeping Materials:	set	40		
	Housekeeping Cart	pc			
	Squeegees	pc			
	Broom	pc			
	Dust pan	pc			
	Rags	pc			
	Mop	pc			
	Buckets	pc			
	Scrubbers (hand/toilet)	set			
	Brushes (hand/toilet)	set			
	Caddy (with six compartments)	pc			
	Housekeeper belt bag	pc			
	Extendable duster	pc			
	Toilet plunger (heavy duty)	pc			
	Reusable rubber gloves	pair			
6	Trash cans (rooms and bathrooms)	pcs	2082		
	Housekeeping Supplies:				
7	Garbage bag (100pcs/roll)	rolls	600		
8	Toilet paper	pc	12492		
9	Toilet bowl cleaner	gallon	2		
10	Tile cleaner	gallon	2		
11	Disinfectant Spray (510g)	set	40		
12	Liquid Clog remover	gallon	2		
13	Glass cleaner	gallon	1		
14	two-way radio (set of 5)	set	2		
15	manpower uniform and ID (specifications to follow)	set	184		
SUB-TOTAL					0.00

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SUPPLIES, MATERIALS AND EQUIPMENT REQUIREMENTS
ATHLETES VILLAGE, NEW CLARK CITY, CAPAS TARLAC

LOT C: 1. JANITORIAL SERVICES

No.	Particulars	Unit	Qty.	Amount (Php)	Total Amount (Php)
1	Floor Polisher	unit	3		
2	Vacuum Cleaner (heavy duty/RIGID)	unit	1		
3	Trash Can (wall type) near elevator	pcs.	90		
4	Two-way radio with extra battery pack with charger for Supervisors	unit	5		
5	Foldable Hand Truck Trolley	pcs	4		
6	Hand Trolley/Housekeeping Cart	set	45		
	Mop Squeezer				
	Soft Broom				
	Dust pan				
	Rubber gloves				
	Mop Handle with Mop Head				
	Janitorial Belt Bag				
	Toilet Swab				
	Plastic Spray Gun (3pc)				
	Toilet plunger (heavy duty)				
	Signages (Caution: WET FLOOR)				
7	Pranela	yard	136		
8	Toilet Plunger	pcs	6		
9	Trash Bags (XL) * 100/pack, clear	pack	207		
10	Trash Bag (Med) * 100/pack, clear	pack	67		
11	Dust pan	pcs	20		
12	Stick broom with handle, round	pcs	35		
13	Soft Broom	pcs	12		
14	Mop Head	pcs	12		
15	Flexible Steel Leaf rake	pcs	2		
16	Shear (gunting ng halaman)	pair	2		
17	Itak/Bolo	pcs	4		
18	Trash Bin Cart, 95 gal	pcs	32		
19	Trash Bin Cart, 35 gal	pcs	6		
20	Queue Barrier	pcs	4		
21	Hand Sanitizer	gal	15		
22	Hand Sanitizer Dispenser with wall bracket	pc	60		
23	Glass Cleaner (squeegee)	pcs	10		
24	Floor Cleaner Disinfectant	gal	30		
25	Toilet Bowl Cleaner	gal	20		
26	Powdered soap, 50kgs/sack	sack	1		
27	Liquid Hand Soap	gal	7		
28	Liquid Hand Soap dispenser	pc	20		
30	Air Freshener	gal	6		
31	Furniture polish (shine-up)	gal	1		
32	Liquid Glass Cleaner	gal	1		
33	Dishwashing Liquid	gal	1		
34	Dishwashing Pad (double-sided)	pcs	5		
35	Insecticide	cans	15		
36	Tissue Paper	roll	1200		
37	Paper Towel for offices	pack	70		
38	Spray Gun	pcs	20		
39	Face Mask, clinical mask	box	5		
40	Polishing Brush w/ holder	pcs	3		
41	Plastic Trash can with cover for toilet/pantries	pcs	55		
42	Trash can for offices and the like	pcs	50		
				total	

2. GENERAL SUPPORT SERVICES

No.	Particulars	Unit	Qty.	Amount (Php)	Total Amount (Php)
1	Bulb, LED, screw type, day light, 9watts	pcs	100		
2	faucet, chrome plated,	pcs	30		
3	Bidet w/ hose, chrome plated, heavy duty	set	50		
4	thhn wire #12, stranded	box	2		
5	spare aircon units, window type (2sets@.6HP, 2sets@1.5HP, 2sets @ 1HP)	unit	6		
6	solvent cement	liter	2		
7	convenience outlet, 2-gang	set	30		
8	switch, 1-gang	set	30		
9	switch, 2-gang	set	30		
10	Chlorine 70%,	kg	120		
11	PH Reducer	cont.	12		
12	Algaecide	kg	12		
13	extension wire, 15 meters	set	4		
14	Electrical tape, big	pcs	20		
15	Aluminum ladder A-type, 8ft	pcs	2		
16	Watering hose w/ connectors, 20 meters	set	4		
17	Flexible hose, lavatory	pcs	30		
18	Flexible hose, water closet	pcs	30		
19	Flexible hose, electrical, 1/2	rolls	2		
20	Angle valve, 1/2	pcs	20		
21	Sealant, epoxy	liter	5		
22	Assorted CWN, concrete nail	kg	10		
23	Pool skimmer	pcs	2		
24	Teflon tape, 1"	pcs	30		
25	Fire Extinguishers, HCFC 123, 10lbs	sets	10		
				total	

TOTAL (A+B)

P

Annex H

Equipment Responsiveness

EQUIPMENT COMPLETION AND RESPONSIVENESS CHECKLIST

S/N	Description	Requirement	QTY	UNIT	DATE RECEIVED	QTY RECEIVED	CONDITION UPON RECEIPT	REMARKS
1	BASE OPERATION CENTER	It must be able to provide 24/7 Real-time Situational Awareness and Command and Control (C2) functionality for all key officials, security personnel and attached security agencies	1	System				
		MULTI-SCREEN DISPLAY 65" LED TV (2 units) Display Technology : LED Resolution : 4K (2160P) Connector Type: 3 x HDMI2.0 with HDCP2.2 Screen Size : 65 in						
		NOTEBOOK PC (2 units) • 8th Generation Intel Core i7-8750H 6-Core Processor (Up to 4.1GHz) with Windows 10 Home 64 Bit • NVIDIA GeForce GTX 1060 Overclockable Graphics with 6 GB of dedicated GDDR5 VRAM • 15.6" Full HD (1920 x 1080) widescreen LED-backlit IPS display • 16GB DDR4 2666MHz DRAM Memory & 256GB PCIe NVMe SSD Extra empty accessible slot for 2.5 inch hard drive or SSD						
		SOFTWARE APPLICATIONS (1 License Bundle) Integrated 3D Situational Awareness Application Online Push-to-Talk Communication Application Secure Online Web Conferencing Application Map-based Video Management System Remote Unit Tracking Online Security Management Software						
2	MOBILE OPERATION CENTER	It must be able to provide 24/7 Real-time Situational Awareness and Command and Control (C2) functionality for all key officials, security personnel and attached security agencies	4	System				
		CUSTOMIZED BUS (1 system) with the following: Workstations with swivel chairs (4 sets) Mini-conference table and 4 conference chairs 12 V Portable Stove • Handy 12-volt portable stove • Warms food to 300 degrees • Can be used to heat most kinds of pre-cooked food • Plugs into most 12V lighter-type sockets • Ideal for stews, beans, chops, rice meals, hot dishes/goulash and more Water dispenser (hot & cold) • Dispenses ice-cold and hot water with the push of a button. • Hot water includes safety feature. • Easy bottom loading design eliminates lifting and flipping while loading Primo water. • Bottles are concealed inside the cabinet for a clean look. No plumbing required! • Stainless steel water reservoirs provide durability • removable drip tray for easy cleaning. Mini Refrigerator • Dimension:15.8 x 18.1 x 21.7 inch • 110V 12V electric single door small refrigerator with lock • Rear Mounted, Reversible Door, Balcony, Automatic defrost, LED light, with lock • No Freon, no pollution, low energy consumption, environment friendly, no noise Inverter generator						
		COMMUNICATIONS MODULE (1 set) Android Smartphone OS: Android 8.1 (Oreo) Display: 6.0" HD+ IPS LCD Display 1480 x 720px Camera: "Rear Camera -- Dual Camera 13MP f/1.9, 28 mm (wide), AF" Camera Front Camera -- 5MP f/2.2 Processor 1.4GHz Quad Core Cortex-A53 Memory "3GB RAM/32GB Internal storage, expandable up to 512GB" Connectivity 4G LTE, 3G HSPA+, 2G EDGE & GPRS Battery 3,300 mAh Satellite Hotspot Dimensions: 14.2cm x 6.9cm x 3.8cm Weight: 290g Operating Temperature: -10°C to +55°C Power Talk Time: Up to 3 hours Stand By Time: Up to 70 hours Battery Type: 3.7V Li-Ion, 2440 mAh Standard Data Rate: Download: up to 60 kbps Upload: up to 15 kbps Data, SMS, Email SOS Call features Voice: yes Product interfaces 3.5 mm jack for headset						
		CUSTOMIZED CONSOLE 55" LED TV (4 units) Display Technology :LED Resolution : 4K (2160P) Connector Type: 3 x HDMI2.0 with HDCP2.2 Screen Size : 55 in NOTEBOOK PC (4 units) • 8th Generation Intel Core i7-8750H 6-Core Processor (Up to 4.1GHz) with Windows 10 Home 64 Bit • NVIDIA GeForce GTX 1060 Overclockable Graphics with 6 GB of dedicated GDDR5 VRAM • 15.6" Full HD (1920 x 1080) widescreen LED-backlit IPS display • 16GB DDR4 2666MHz DRAM Memory & 256GB PCIe NVMe SSD Extra empty accessible slot for 2.5 inch hard drive or SSD • Gigabit Wi-Fi Backlit Keyboard USB 3.1 (Type C) Dual All-Metal AeroBlade 3D Fan Cooling Metal Chassis.Battery Capacity:3320mAh						
		SOFTWARE APPLICATIONS BUNDLE Integrated 3D Situational Awareness Application Online Push-to-Talk Communication Application Secure Online Web Conferencing Application Map-based Video Management System Remote Unit Tracking Online Security Management Software						

2 ONLINE COLLABORATION SYSTEM									
2.1 Handheld Collaboration Devices	It must be able to provide joint-agency voice, short messaging (SMS), video and data communications for officials, security personnel, volunteers and personnel from attached security agencies such as the AFP, FNP, PCG and others	2,000	Set						
	It must be able to provide Real-time Situational Awareness, Blue Force Tracking, Operations Management and other mission essential applications for security personnel in SEA GAMES 2019								
	The devices rugged shockproof and water-resistant Android smartphone with at least IP 66 rating								
	It must have enterprise management system for enterprise-wide online system upgrade								
	It must have defense-grade security features								
	In case of theft or loss, the devices must have security features for remote activation of location, lock or wipe to protect stored data.								
	It must have provision for connectivity with available radio communication network of attached agencies such as the AFP, FNP and others								
	The mobile handset must have the following specifications: OS: Android 8.1 (Oreo) Display: 6.0" HD+ IPS LCD Display 1480 x 720px Camera: "Rear Camera – Dual Camera 13MP f/1.9, 28 mm [wide], AF" Camera Front Camera – 5MP f/2.2 Processor: 1.4GHz Quad Core Cortex-A53 Memory: 3GB RAM/32GB Internal storage, expandable up to 512GB* Connectivity: 4G LTE, 3G HSPA+, 2G EDGE & GPRS Battery: 3,300mAh								
2.2 Software Applications	Secure Integrated 3D Situational Awareness Application								
	Secure Online Push-to-Talk Communication Application								
	Secure Online Web Conferencing Application								
	Remote Unit Tracking								
	Online Security Management								
	Emergency First Aid								
	Security manual								
	The smartphone must have dual SIM Features								
3 AERIAL SURVEILLANCE SYSTEMS									
3.1 VTOL Unmanned Aerial System	It must be able to provide real-time aerial surveillance, security & video coverage during SEA GAMES 2019 activities	1	System						
	It must be Vertical Take Off and Landing UAS for launch and landing anywhere without using runway or catapult								
	It must have a range of at least 70 kms								
	It must have a flight endurance of at least 30 hours								
	It must have EO-IR sensor payload for day and night flight capability								
	It must have at least 30x daylight zoom capability								
	It must have the following specifications: 70cc twin cylinder two stroke electronic fuel injected engine Auto starter/generator (500 watts)								
3.2 Tethered Unmanned Aerial System	It must be able to provide real-time aerial surveillance, security & video coverage during SEA GAMES 2019 activities	1	System						
	It must be able to provide at least 16 hours of on station and tethered power up to at 50 meters altitude								
	It must have an Electro Optical Infrared (EO-IR) sensor payload for day & night surveillance								
	It must be have at least 30x zoom for daylight camera sensor								
	It must have the following specifications: Max Takeoff Weight: 6.14 kg Max Ascent Speed: 5 m/s Max Descent Speed: 3 m/s Max Wind Resistance: 30 m/s Dimensions (unfolded): 716 x 220 x 236 mm Dimensions (folded): 887 x 880 x 378 mm Weight (TBS): 3.80 kg / (TBS5): 4.53 kg Max Speed: S Mode 29 m/s; P Mode 17 m/s; A Mode 28 m/s								
4 GROUND-BASED SURVEILLANCE SYSTEM									
4.1 Deployable Outdoor PTZ Surveillance Camera	It must be a deployable wireless IP camera for 24/7 surveillance in areas where there are no installed CCTV cameras	40	Set						
	There must be no extensive wiring/installation required								
	The cameras can be attached to existing electric or lighting posts								
	It must have anti-theft features								
	It must have cloud-based storage and can be controlled and viewed through the integrated security operations management system								
	It must have connectivity to the base or mobile security operation centers								
	It must have all-weather protective casing								
	It must have the following specifications: Camera Image Sensor: 1/2.8" STARVIS™ CMOS Effective Pixels: 1920(H) x 1080(V), 2 Megapixels RAM/ROM: 1024M/128M Scanning System: Progressive Electronic Shutter Speed: 1/1s ~ 1/30,000s Min. Illumination Color: 0.005Lux@F1.6; 0Lux@F1.6 (IR on) S/N Ratio: More than 50dB IR Distance: Distance up to 100m (820nm) IR On/Off Control: Auto/Manual IR LEDs: 6 Video Compression: H.265/H.264/MJPEG Streaming Capability: 3 Streams Resolution: 1080P(1920x1080) / 720P(1280x720) / D1(704x576/704x480)/CIF (352x288 / 352x240) Frame Rate: Main Stream: 1080P/720P/D1(1~50/30fps) Sub Stream 1: D1/CIF(1~25/30fps) Sub Stream 2: 1080P/720P/D1/CIF(1~25/30fps) Bit Rate: H.265/H.264: 448K ~ 8192Kbps MJPEG: 5120K ~ 10240Kbps Bit Rate Control: CBR/VBR Day/Night: Auto(ICR) / Color / B/W BLC Compensation: BLC / HLC / WDR(120dB) Memory Slot: Micro SD, Max 128GB Audio Interface: 1/1 channel In/Out Alarm 2/1 channel In/Out								
4.2 Deployable Indoor Surveillance Camera	It must be a deployable wireless IP camera for 24/7 surveillance in areas where there are no installed CCTV cameras	40	Set						
	There must be no extensive wiring/installation required								
	The cameras must have mounting provision for indoor installation								
	The camera must have at least HD or 1280 x 720 pixel resolution								
	It must have day and night capability								
	It must have anti-theft features								
	It must have cloud-based storage and can be controlled and viewed through the integrated security operations management system								
	It must have connectivity to the base or mobile security operation centers								
	It must have the following specification: Image Sensor: 1/2.8" CMOS Effective Pixels: 1920(H) x 1080(V) Scanning System: Progressive Electronic Shutter Speed: 1/1s ~ 1/30,000s Min. Illumination Color: 0.05Lux@F1.6; B/W: 0.005Lux@F1.6 IR Distance: Distance up to 98 feet S/N Ratio: More than 50dB Video Compression: H.264 / MJPEG Streaming Capability: 2 Streams Resolution: 2MP(1080P(1920x1080)/5XGA(1280x1024)/1.3M(1280x960)/720P(1280x720)/D1(704x576/704x480)/VGA(640x480)/CIF(352x288/352x240) Frame Rate: Mainstream: 2MP(1~25/30fps) Sub Stream: VGA(1~25/30fps) Bit Rate Control: CBR/VBR Bit Rate: H.264: 448K ~ 8192Kbps, MJPEG: 5120K ~ 10240Kbps Day/Night Auto(ICR) / Color / B/W BLC Mode BLC / HLC / DWDR (Digital WDR)								

f

5. ELECTRONIC DETECTION & COUNTERMEASURES SYSTEMS										
5.1	Drone Detection and Disabling System	It must be able to detect and disable commercial drones up flying in no-fly zone areas up to 1 km distance It must be able to continuously jam for at least 2 hrs with at least 10 hrs standby time The system location can be tracked in the base or mobile operation center The operator must have communication with the operation center It must have the following technical specifications: Jammer Specifications Design : Separated Host (Backpack) and Antenna (Rifle) Effective Jamming distance At least 1km Optical Sight Zoom Telescope: a) Zoom ratio: At least 8X b) Magnification: At least 3X Beam Width : H: 48°, V: 40° (1.5GHz) H: 29°, V: 25° (2.4GHz) H: 40°, V: 30° (3.8GHz) Jammer Frequencies: 2.4 GHz (50.5 dBm power output) 5.8 GHz (48.5 dBm power output) GNSS/GPS/Glonass/Galileo L1, (39.5 dBm power output) Battery Endurance At least 10 hrs (standby): At least 1.5 hrs (jamming) Modes of Operation :D (Driving Out): Drive Out Mode L (Landing): Force Landing Mode DRONE DETECTION SYSTEM Detection Range: >1km (0.65 miles) Line-of-Sight, Omni Directional Unit Weight: 710g (1.5lbs) User Feedback: Visual, Haptic, Audible Dimensions: 201mm x 98mm x 64mm (7.9" x 3.9" x 2.5") (excluding antenna's & attachable battery) Technology: Software Defined Radio Detection Time: <5 sec (known frequency) Detects: Drone Video & Control Links Colour: Matt Black/Desert Environment Operating temperature: 0R to + 50R C (32F to +122F) Designed to IP67 Battery Specifications (AN/PRC 152) Rechargeable Lithium-Ion Battery, Quick release and reload battery Common NATO-standard military grade battery Battery	4	Set						
5.2	Sniper & Mortar Locator System	It must be able to provide rapid and accurate location of hostile snipers and mortar launch positions in case of terrorist attack It must be able to detect small arms fire (2 kms) and mortar launch site (4 kms) It must have connectivity to the base or mobile operation center It must be ruggedized and can withstand harsh weather conditions It must have anti-theft features It must have integrated batteries that can last for at least 3 days	1	Set						
5.3	IED Radio Frequency Jammer	It must provide immediate and wide area radio frequency jamming to prevent IED explosions during terrorist attack It must be able to perform jamming operations of all radio frequency (GSM/3G/4G, UHF, VHF, HF and Satellite) At least 100 Watts power output It must be man-portable and can be carried by one person in a backpack configuration	4	Set						
5.4	Long Range Acoustic Device	It must be able to provide non-lethal directional acoustic weapon functionality in case of riot or extreme necessity for crowd dispersal It must be portable and can be carried by one person It must have internal battery It must have at least 150 meters directional acoustic range	4	Set						
5.5	Digital Rifle Scope	It must be able to provide rapid and extremely high-precision shooting of hostile targets from unexposed firing position in case of terrorist attack or hostage taking situations It must have very accurate target acquisition with built in rangefinder, ballistic calculator and weather station It must have the capability to accurately hit targets in day or night conditions The sniper who will be using it must have connectivity to the base or mobile operation center It must have a connected smartphone with digital weather station It must have at least 10 hrs power on standby mode It must have at least 20x daylight zoom capability It must have One-shot zero capability	4	Set						
5.6	Counter-hostage Taking Kit	It must be able to provide rapid and effective solution to subdue or neutralize a hostage-taker It must have very accurate laser target acquisition for lethal and non-lethal engagement It must have at least 5 multiple hostage-taking scenario solution components All components must be packaged in a man-portable self-contained kit	4	Set						
6. SECURITY ACCESS SYSTEMS										
6.1	Deployable Screening Room	It must be able to provide temperature-controlled collapsible shelter against extreme weather such as heavy rains and daytime heat It must have at least 15ft x 8 ft x 8ft dimension It must have enough space for security access equipment, K9 bomb sniffing dogs and personnel assigned for security inspection It must have at least 1.5HP air conditioning system It must have internal powerpoint and lighting installation It must have an appropriate inverter generator for back-up power The panels must be made of Expanded Polystyrene laminated with pre-painted metal sheets on both sides that can be used for walls and roofs The panels must be CFC/HCFC free fire-retardant grade expanded polystyrene	10	Set						
6.2	Walkthrough Metal Scanner	It must be able to detect concealed metal weapons on a person's body during security screening in pedestrian gates or entry points It must be able to detect flat and rod-shaped metal objects regardless of orientation It must have easy to see "wait" and "proceed" symbols It must be easy to operate and program using touch pad controls It must have user programmable access codes to protect settings It must be collapsible and easy to assemble 6 zones pinpoint detection 7inch LCD Screen Outer frame:2200(h) *800(w) *600mm d inner frame:2050(h) *700(w) *600mm d Working power:AC:110V-220V Work Environment: -20°C ~ +65°C Pinpoint Zone Detection: 6 zones show precise target locations on the left, center and right side of the body from head to toe Sensitivity from 0-99, total 100 levels Led display on the both sides DSP and Microprocessor controlled Long standby One-key restoration of factory setting One set gate should be packed in two cartons:Door panel Carton size:239*73*250cm & Base Unit Carton size:75*50*27cm Total gross weight of one set: 80kgs Sound and LED alarm	20	Set						
6.3	Handheld Metal Detector	It must be portable for body search for offensive weapons in crowd control and security It must be able to check small bags, parcels and letters for metal objects and anywhere that hidden metal needs to be detected	200	Set						
6.4	Baggage X-ray Scanner	Power Voltage: uses 3 V battery Power: 270mW Operating Voltage: 7V - 9V It must be able to screen backpacks, parcels, packages and other small to medium sized objects It must have high definition and material discrimination by color coding for operators to detect contraband such as weapons, explosives, narcotics and other items, including detection of fine wires and electronic circuit boards It must have image archiving functionality It must have touchscreen display for operator control and monitoring It must be fully compliant to all radiation safety requirements and external emission limits It must have the following specifications: X-Ray generator:80KV, oil cooling, bottom to top or better Computer: Cortex A9 or better Monitor: 17" LED screen, resolution 1280*1024 pixels or higher resolution It must have power on self-test (POST) It must have secure access key It must have at least material classification It must energy saving design It must have one key turn off It must have capability for drugs and explosives inspection Must have the following specification: CCS AT5030A X-Ray Baggage Scanner Tunnel size(mm) 500(L)*300(W) Conveyor Speed(m/s) 0.22 Conveyor height(mm) 668.5 Conveyor Max Load(kgs) 100 Penetration 8 mm steel Wire Resolution dia 0.0787mm copper wire (AWG40) Penetration Resolution dia 0.202mm copper wire (AWG32) under three-step aluminum wedge 8.5mm, 15.9mm, 22.2mm	20	Set						

7. VEHICLES AND MOBILITY SYSTEMS							
7.1 Pick-up Truck	It must be able to provide mobility support functionality for the mobile operation centers and for mobile security patrols 2.8L Diesel, 4-Cylinder, 16-Valve DOHC Variable Nozzle Turbo with Front Mounted Intercooler It must have a 4-door crew cab configuration It must have GPS tracking device Max Power: at least 174hp @ 3,400 rpm Max Torque: at least 400 Nm @ 1,600 ~ 2,000 rpm It must have selectable 2WD or 4WD drive Model: 2016 or Later	8	Unit				
7.2 Sports Utility Vehicle	It must be able to provide mobility support functionality for the mobile operation centers and for mobile security patrols 2.4 Liters Diesel 4x4 Manual Transmission It must have tracking device It must have selectable 2WD or 4WD drive Max power: 181PS / 3500rpm; Max Torque 430N-m / 2500rpm Model: 2016 or Later	4	Unit				
7.3 Utility Task Vehicle (UTV)	It must be a side-by-side 2- to 4-passenger four-wheel drive off-road utility task vehicle or UTV classification It must have selectable 2WD or 4WD drive train with auto-locking front differential It must have tracking devices It must be able to carry or mount electronic countermeasure equipment It must have a high-power lighting equipment for night operations Engine type: DOHC inline triple Displacement: 900cc Suspension: Front Dual A-arm/20.0", Rear Trailing Arm/20.0", Length/width/height: 131.0"/64.0"/66.0", Fuel capacity: 30.5 gal.	4	Unit				
7.4 Electric Vehicles	It must be able to carry at least 6 persons It must have tracking device It must be able to carry or mount electronic countermeasure equipment It must have a high-power lighting equipment for night operations Battery Voltage: 48V Seats: 3-4 Certification: CE Motor: 48V3KW Battery: 8V150AH Charge Time: 8-10H Range per charge: 80-100km	8	Unit				
7.5 Motorcycle	It must function as mobility system for off-road patrol especially during inclement weather when 4-wheeled vehicles have limited off-road mobility It must be able to carry additional one (1) passenger It must have tracking device It must be able to carry or mount electronic countermeasure equipment It must have a high-power lighting equipment for night operations Sports Motorcycle: Brand/make/model and type subject to the nomination of the supplier but it must of no less than 500cc and 150cc displacement. Specific Unit Requirement: 500cc – 2010 model and up - 8 Units 150cc – 2016 model and up - 12 Units	20	Unit				
7.6 Horse-Mounted Security & Surveillance System	It must function as mobility system for off-road patrol especially during inclement weather when vehicles have limited off-road mobility It must have a trained mounted security personnel It must have tracking device It must be able to carry or mount electronic countermeasure equipment It must have a high-power lighting equipment for night operations	6	Unit				
7.8 Utility Truck	GVWR/GCWt: 14,500/20,500 Lbs Body/Payload Allowance: 8,339-8,536 Lbs Engine: 5.2 Liter CAB: Standard Body Application: Up to 20 Ft	8	Unit				
8 SURVIVAL & SAFETY KITS	The survival and safety kit must contain the basic items for survival in natural and man-made calamities. The pouch which contains all the items must be in pocket-sized or wallet form factor for everyday carry and must have the following features: a. Heat-resistant b. Can be used as neck-pouch or wallet c. Can be used as phone pouch d. Transparent plastic sheet on one side for inserting emergency evacuation map High-visibility color It must contain a smoke hood which will have the following features: a. Allow breathing thru toxic smoke, dust and debris up to 20 minutes using carbon activated filter b. 360 degree visibility c. Rubber neck band to prevent smoke from entering the hood One size fits all design It must contain the following tools: Glass breaker, safety seat-belt cutter, LED blinker, flashlight, sonic alarm, wire saw It must contain the following wound and burn care items: Burn and wound gel, powder bandage to stop bleeding, antiseptic wipes, antibiotic ointment It must contain water treatment tablets and the following medicines: Ibuprofen, antihistamine, acetaminophen, anti-diarrhea It must have the following emergency provisions: Survival tablets, emergency drinking water sachet, expandable water container. It must have an emergency inflatable flotation device It must contain a personal insurance card with coverage of at least Php 5,000 for accidental injury and Php 50,000 for accidental death. It must have an emergency phone charger It must contain a small survival booklet It must have a QR code link for downloading survival and emergency first aid procedures	4,000	Unit				

CLUSTER DEPLOYMENT

SECTOR/CLUSTER	No. of K-9 Teams	Duty Hours	DATE DEPLOYED	QTY RECEIVED	CONDITION UPON RECEIPT	REMARKS
1 New Clark City	22 Handlers and 22 Dogs	12 Hour Duty				
2 Pampanga-Clark Cluster	14 Handlers and 14 Dogs	12 Hour Duty				
3 Subic-La Union Cluster	32 Handlers and 32 Dogs	12 Hour Duty				
4 Metro Manila Cluster & Calabarzon	20 Handlers and 20 Dogs	12 Hour Duty				
Total	88 Teams					

K-9 SKILLS DEPLOYMENT

SECTOR/CLUSTER	Bomb	Narcotics	DATE DEPLOYED	QTY RECEIVED	CONDITION UPON RECEIPT	REMARKS
1 New Clark City	18 Teams	4 Teams				
2 Pampanga-Clark Cluster	10 Teams	4 Teams				
3 Subic-La Union Cluster	25 Teams	6 Teams				
4 Metro Manila Cluster & Calabarzon	16 Teams	4 Teams				
Total	69 Teams					

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Section VIII. Bidding Forms

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Bid Form

Date: _____
 Invitation to Bid N^o: 19-262-9

To: *The Special Bids and Awards Committee*
Procurement Service
PS Complex, R. R. Road
Cristobal St., Paco, Manila 1007

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [____], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games**, in conformity with the said Bidding Documents.

LOT NO.	QUANTITY	ITEM/ DESCRIPTION	TOTAL LOT PRICE*
1	1 lot	The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games <i>See TOR for details</i>	

* The Bidder shall also provide a Breakdown of Costs. Any format shall be acceptable for as long as the details are present to arrive at the Total Lot Price.

TOTAL PRICE IN WORDS:

Lot 1 _____

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 0 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games*

Or;

[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for The Procurement of an Integrator for the Manpower for the Maintenance and Security Services of the 30th Southeast Asian Games

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Omnibus Sworn Statement

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;
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 following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure 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. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: _____
Mobile No/s.: _____
Fax No/s.: _____
E-mail Add/s.: _____

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of [month] [year].

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 _____

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

[illegible]

Date _____

- 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. *Example: "Supply and Delivery of Generator Set"*

Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts

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

[illegible]

Name and Signature of
Authorized Representative

Date _____

- 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. *Example: "Supply and Delivery of Generator Set"*

Contract Agreement Form

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, viz., [*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*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity's Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

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 "_____";

•
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(Henceforth collectively referred to as the "Parties"

WITNESSETH: That

WHEREAS, the Procurement Service (PS) 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 PS;

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 PS 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 PS, as described in Article II hereof, or upon its termination for material breach of any term or

P

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 PS 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 PS, 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 PS, 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 1. 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.	-	P	.00
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 PS 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 (DSWD) certification;

Supplier's Letterhead

PROFORMA LETTER FOR WITHDRAWAL OF DOCUMENTS

Date

**Chairperson
Procurement Service
Special Bids and Awards Committee
PS Complex, R. R. Road, Cristobal St., Paco, Manila**

Dear Sir:

This has reference to Public Bidding No. _____ for _____ (Name of Project).

(Name of Company) respectfully requests for the following:

- ☒ Withdraw of Bid Submissions
☐ Refund of Bid Security
(Attached is a photocopy of the Procurement Service Official Receipt)
☐ Cancellation of Credit Line Certificate

It is understood that _____ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

Authorized Signatory for the Company

Form of Performance Security (Bank Guarantee)

To : Procurement Service
PS Complex, R. R. Road, Cristobal St.,
Paco, Manila

WHEREAS, (Name and Address of Supplier) (hereinafter called "the Supplier")
has undertaken, in pursuance of Purchase Order No. _____ dated _____ to execute
(Name of Contract and Brief Description) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall
furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for
compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

for the following: NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on
behalf of the Supplier, up to a total of [Amount of Guarantee] proportions of currencies in which the
Contract Price is payable, and we undertake to pay you, upon your first written demand and without
cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid without
your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the
Contract to be performed thereunder or of any of the Contract documents which may be made
between you and the Supplier shall in any way release us from any liability under this guarantee, and
we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Defects of Liability Certificate.

SIGNATURE AND SEAL OF THE
GUARANTOR
NAME OF BANK
ADDRESS
DATE

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION Invitation to Bid: *Public Bidding No. 19-262-9*

To: *Procurement Service*
PS Complex, R. R. Road, Cristobal St., Paco, Manila

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 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 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;

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

- (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'S AUTHORIZED
REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

Witness my hand and seal this ____ day of [month] [year].

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. _____

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Republic of the Philippines



Government Procurement Policy Board