



**Republic of the Philippines  
Department of Science and Technology  
PHILIPPINE NUCLEAR RESEARCH INSTITUTE**

# **BID DOCUMENTS**

## **SUPPLY OF SECURITY AND RELATED SERVICES**

**PNRI BIDS AND AWARDS COMMITTEE**  
Commonwealth Avenue, Diliman, Quezon City

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# ***Section I. Invitation to Bid***

## **Republic of the Philippines Department of Science and Technology PHILIPPINE NUCLEAR RESEARCH INSTITUTE**

### **INVITATION TO BID FOR THE SUPPLY OF SECURITY AND RELATED SERVICES**

1. The Philippine Nuclear Research Institute, through the 2021 General Appropriations Act (GAA) intends to apply the sum of ***Three Million Six Hundred Thirty Seven Thousand Six Hundred Eighty Three Pesos (Php3,637,683.00)*** being the ABC to payments under the contract for Supply of Security and Related Services for June – December 2021 only. Bids received in excess of the ABC shall be automatically rejected at bid opening. Duration of the contract to be bid is from June 2021 – May 2024. Funding for calendar years 2022, 2023 and 2024 will be made upon approval of the GAA.
2. The Philippine Nuclear Research Institute now invites bids for the above Procurement Project. Services are required for ***three (3) years***, from ***June 2021 – May 2024***, subject to the condition stated in Section VII. Manpower Requirements and Technical Specifications particularly in VII – Evaluation of Contractor's Performance. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the Philippine Nuclear Research Institute Bids and Awards Committee (PNRI-BAC) Secretariat and inspect the Bidding Documents at the address given below.

5. A complete set of Bidding Documents may be acquired by interested Bidders from the BAC Secretariat, PNRI between **9:00 am to 5:00 pm** from **April 22 – May 11, 2021, Monday thru Friday** from the given address and website(s) below, upon payment of a nonrefundable fee, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php5,000.00) to the PNRI Cash Section, FAD.
6. The Philippine Nuclear Research Institute will hold a Pre-Bid Conference on **April 30, 2021, Friday, 10:00 AM**, through video conferencing or webcasting via Microsoft Teams, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the **3<sup>rd</sup> Floor Conference Room , NART Building, PNRI Compound**, on or before **May 12, 2021, Wednesday, 10:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **May 12, 2021, 10:00 AM** at the **3<sup>rd</sup> Floor Conference Room, NART, Building, PNRI Compound**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Philippine Nuclear Research Institute reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
**Ricky C. Gabinete**  
Head BAC Secretariat  
929-6011 to 19 Loc. 259/Fax. 920-8760  
rcgabinete@pnri.dost.gov.ph
12. You may visit the following websites for downloading of Bidding Documents:  
<http://www.philgeps.gov.ph>  
<http://www.pnri.dost.gov.ph>

**Lucille V. Abad, Ph.D.**  
Chief Science Research Specialist and  
Chairperson, PNRI-BAC

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, Philippine Nuclear Research Institute wishes to receive Bids for the *Supply of Security and Related Services*, with identification number ***PR No. 21-02-0095***.

The Procurement Project (referred to herein as “Project”) is composed of ***One (1) Lot***, the details of which are described in Section VII (Technical Specifications).

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for ***2021*** in the amount of ***Three Million Six Hundred Thirty Seven Thousand Six Hundred Eighty Three Pesos (₱3,637,683.00)***.

2.2. The source of funding is: NGA, the General Appropriations Act

### **3. Bidding Requirements**

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

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

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

### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

## 5. Eligible Bidders

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

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

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

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

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

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

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

b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five*

*percent (25%) in the case of expendable supplies]* of the ABC for this Project; and

- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the 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.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year

Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 12. Bid Prices

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

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

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

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

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for 120 days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

### 15. Sealing and Marking of Bids

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

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

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

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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## **19. Detailed Evaluation and Comparison of Bids**

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

*[Include the following options if Framework Agreement will be used:]*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:] or in the case of multi-*

year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,)the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

## 21. Signing of the Contract

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

*[Include the following clauses if Framework Agreement will be used:]*

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## *Section III. Bid Data Sheet*

### **Bid Data Sheet**

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Supply of Security Services</i></li> <li>b. Completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	Not Applicable
14.1	<p>The bid security shall be in the form of a <i><b>Bid Securing Declaration</b></i>, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>₱72,753.66</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>b. The amount of not less than <b>₱181,884.15</b> if bid security is in Surety Bond.</li> </ul> <p>If a surety bond will be used, the following are the requirements:</p> <ul style="list-style-type: none"> <li>a. <i>Must have the original receipt;</i></li> <li>b. <i>Must be callable on demand;</i></li> <li>c. <i>Certified by the Insurance Commission that the surety company is authorized to issue such security.</i></li> </ul>
19.3	No further instructions.
20.2	<p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (EFPS) shall be accepted.</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p>
21.2	<p>Other appropriate licenses and permits required:</p> <ul style="list-style-type: none"> <li>1. BIR Registration Certification, which contains the Taxpayer's Identification Number.</li> <li>2. Articles of Incorporation, Partnership or Cooperation, whichever is applicable, including amendments thereto, if any.</li> </ul>

## ***Section IV. General Conditions of Contract***

### **1. Scope of Contract**

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

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

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

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

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

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

*[Include the following clauses if Framework Agreement will be used:]*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

### **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*[[Include if Framework Agreement will be used:] In the case of Framework Agreement, the*

Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}

#### **4. Inspection and Tests**

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

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

#### **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

#### **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

### **Special Conditions of Contract**

GCC Clause	
	<p><b>Delivery and Documents –</b></p> <ul style="list-style-type: none"> <li>• The provision of services applicable to this Contract are provided to the <b><i>Philippine Nuclear Research Institute at Commonwealth Ave., Diliman, Quezon City.</i></b></li> <li>• Provision of the Services shall be made by the Contractor in accordance with the terms specified in Section VI. Manpower Schedule and Section VII Manpower Requirements and Technical Specifications.</li> <li>• Other Requirements:</li> </ul> <p><b><i>Compliance with Labor Laws and such other related laws:</i></b></p> <p>All security guard assigned by the Contractor under Contract are exclusively the employees of the Contractor and the latter shall, in connection with such employment relations with the security guards, comply with all labor laws and such related laws bearing on employment including Minimum Wage, Workmen's compensation, Employer's Liability, Separation Pay, SSS Coverage, Income Tax payments and the like.</p> <p>The Contractor shall hold the PNRI free from any claim by any or all of the supervisor/security guards related thereto. Valid complaints received by PNRI re: late payment, non-payment and incomplete payment of the salary and benefits especially in the implementation of minimum daily wage shall be considered a breach of this contract and can, therefore, be a ground for termination of contract.</p> <p>For purposes of this Clause the Procuring Entity's Representative is <b><i>Dr. Gerardo Jose M. Robles</i></b></p>
2.2	Partial payment is not allowed.
4	Not Applicable
5	Not Applicable

## *Section VI. Manpower Schedule*

### Supply of Security and Related Services

Manpower schedule per month

Item Number	Description (Work Area)	Quantity	Delivered (per month)
I. First Shift 6:00 am – 2:00 pm	Main Gate	1	
	Back Gate	2	
	ARC Lobby, NE Modular, NMRS, ENG’G., IS, ITS, RI and RPS	1	
	Electron Beam Building	1	
	Nuclear Admin., Regulations & Training (NART) Building	1	
	Modular Buildings (ARS, HPRS, BMRS and Motorpool)	1	
	<b>Sub Total</b>	<b>7 guards</b>	
II. Second Shift 2:00 pm – 10:00 pm	Main Gate	1	
	Back Gate	2	
	ARC Lobby, NE Modular, NMRS, ENG’G., IS, ITS, RI and RPS	1	
	Electron Beam Building	1	
	Nuclear Admin., Regulations & Training (NART) Building	1	
	<b>Sub Total</b>	<b>6 guards</b>	
III. Third Shift 10:00 pm – 6:00 am	Main Gate	1	
	Back Gate	1	
	ARC Lobby, NE Modular, NMRS, ENG’G., IS, ITS, RI, RPS and Electron Beam Building	2	
	Nuclear Admin., Regulations & Training (NART) Building	1	
	<b>Sub Total</b>	<b>5 guards</b>	
	<b>TOTAL</b>	<b>18 guards</b>	

\*Posting of Security Guards may be changed as the need arises.

**Company’s Name:** \_\_\_\_\_

**Duly authorized to sign Bid for and on behalf of:** \_\_\_\_\_

**Date accomplished:** \_\_\_\_\_

# ***Section VII. Manpower Requirements and Technical Specifications***

## **Supply of Security and Related Services**

### **Manpower Requirements and General Specifications**

#### **I. MANPOWER REQUIREMENTS 18**

Number of Guards:

- A. The contractor shall provide the PNRI, during the life of the CONTRACT, with eighteen (18) efficient, licensed, uniformed, bonded and armed male security guards. It shall warrant that every security guards assigned to PNRI possesses the following qualifications:
1. Filipino citizen;
  2. At least high school graduate;
  3. At least 21 but not more than 50 years of age;
  4. Physically fit and at least five feet four inches (5'4") in height and 140 lbs. in weight
  5. Mentally fit and must have undergone psychological evaluation test and drug test.
  6. Of good moral character and reputation without any criminal or police record;
  7. Have been screened and cleared by the National Bureau of Investigation, Philippine National Police, Fiscal's Office and Clerks of Courts of the City or province of his residence.
  8. Must have undergone Training on Security System as supported by certificate(s).

The contractor shall provide PNRI with the corresponding documents listed in **Appendix A** from the relevant agencies concerned regarding the above qualifications of each guard one week before the start of the contract period.

No guard shall be assigned to PNRI without prior clearance/approval by the PNRI. Further, the PNRI reserves the right to have its own Medical Officer examined the security guards assigned by the contractor and to reject those found to be physically and mentally unfit to do the job.

A pool of at least three (3) permanent relievers of equal qualifications shall be maintained by the contractor for PNRI. The required certifications shall also be submitted for the permanent relievers. Permanent replacement will be required for seven (7) days of absence of any security guard. Replacement shall be taken from the pool of relievers with the contractor notifying PNRI upon assumption of permanent post.

## II. EQUIPMENT AND OTHER PARAPHERNALIA REQUIREMENTS

The Contractor shall provide the PNRI with the following:

2	units	Shotgun with Ammunitions (12 gauge)
6	units	Pistol with Ammunitions
6	units	Handheld Radio
2	units	Metal Detector
1	unit	Stand-by vehicle equipped with communication/radio facilities for use in night patrol and emergency cases
1	unit	Bicycle or Motorcycle (for roving guards)
1	unit	Binocular (with night vision)
2	units	Cellular phone (with load)
3	sets	First Aid Kit

The Contractor shall ensure that all Shotguns and Pistols assigned to PNRI are licensed. It shall submit copy of licenses with the original copy for authentication. Likewise, the Contractor shall ensure that all of the above requirements are in good working conditions and available at all times. Replacement/repair for out-of-order equipment/facility should be attended to within two (2) days, otherwise Memorandum of Unsatisfactory Services shall be issued by PNRI.

The above requirements shall be made available before the start of the contract period.

## III. SCOPE OF WORK

### A. Work Area

1. PNRI compound, approximately 9 hectares
2. Twenty-four (24) buildings and laboratories

### B Work Schedule

1. Continuous twenty-four (24) hours duty coverage divided into three (3) shifts of eight (8) hours each shift in accordance with the schedule given in **Appendix B**. The shifting shall be as follows:

First Shift	-	6:00 A.M. to 2:00 P.M.
Second Shift	-	2:00 P.M. to 10:00 P.M.
Third Shift	-	10:00 P.M. to 6:00 A.M.

For each shift, one guard shall act as supervisor, PNRI reserves the right to effect change in the number of guards per shift, as the exigencies of operation may require. Notice shall be given by PNRI to the Contractor to be effective twenty-four (24) hours upon receipt.

2. PNRI reserves the right to reduce or increase the number of guards or, replace all, some or any existing guard, to be effective twenty-four (24) hours after due notice is given by PNRI to the Contractor. Hiring of additional number of guards shall be at the rate equal to the salary per guard per month as originally herein contracted.
3. The Contractor shall submit to PNRI the names of the previously qualified security guards per shifting schedule at the start of each month using the form shown in **Appendix C**.
4. The Contractor shall not effect any turnover of its guards without prior written requests/explanation of the action and approval of the PNRI.

#### **IV. WORK ACTIVITIES**

1. Protection of the entire work area occupied by PNRI against unauthorized intrusion, internal and external commotion;
2. Insuring the safety of personnel inside the premises;
3. Insuring the safe conditions of structure, buildings and laboratories;
4. Securing PNRI properties against loss or damage due to theft, pilferage or sabotage. These include office and laboratory equipment, supplies and materials, documents and records.
4. Compliance to and implementation of the “Operational Procedures for the Conduct of Security and Related Services in the Philippine Nuclear Research Institute”. The Contractor shall ensure that all guards assigned to PNRI have a clear understanding of the procedures for proper implementation.
5. Provide payroll escort services with vehicle, security driver and armed security escort as required.
6. Assists in the daily traffic operation at the Central Avenue from 6:15 AM to 9:00 AM and 4:00 PM to 6:30 PM, Monday to Friday.

#### **Other Related Services**

1. Assists the PNRI Security Committee in the performance of its tasks;
2. Assists in the implementation of the Energy Conservation Program of PNRI;
3. Assists in the implementation of the Disaster Preparedness Plan of PNRI;
4. Receives telephone calls during Saturdays, Sundays, Holidays and after office hours;

5. Performs such other duties, in connection with providing security, which the PNRI may prescribe/assign from time to time.

## **V. CONTROL AND SUPERVISION OF SECURITY GUARDS**

The Contractor has the full control and supervision of its security guards in the performance or manner of performance of their duties under the CONTRACT. It shall be guided by the “Manual of Procedure for the Conduct of Operational Security Related Services in the PNRI” in the performance of its functions. In case of an emergency or under special circumstances, the supervisor or his duly authorized security guard on duty, shall direct orders. In any case, the Contractor assumes all obligations and liabilities which may arise due to acts of omissions of its security guards in the performance of their duties.

## **VI. RESPONSIBILITY OF THE CONTRACTOR FOR LOSS, DAMAGE OF PROPERTY AND UNAUTHORIZED TELEPHONE CALLS**

The Contractor assumes full responsibility for any loss or damage which PNRI may suffer or incur concerning its properties and those which are brought officially within its premises during the life of the CONTRACT except when such loss or damage is due to fortuitous events such as conflagration, not attributable to the fault or negligence of the Contractor’s personnel, earthquakes, typhoons, floods or other natural phenomena beyond man’s control, except if the loss or damage is aggravated by the fault or negligence of the Contractor or its personnel before or after the conflagration or fortuitous event. Provided, however, that the contractor through its supervisor in PNRI, shall be notified within twenty-four (24) hours from the date the loss or damage occurred or is discovered to enable replacement of the loss or the payment of its current replacement value or, in case of damage to property repair and restore the same to its original or useful condition. Such notification shall likewise be understood to be a demand for replacement or payment of such loss or damage or the value of the expense incurred for repair as the case may be. In the event of failure of the Contractor to make such replacement or to pay the replacement value or pay the value of the damage/expense for repair within fifteen (15) days from receipt by the Contractor of the said notice, PNRI may suspend or withhold payments due to the Contractor by virtue of the Contract until the restitution of such loss or damage shall have been made by the Contractor. The liability of the Contractor for the loss or damage as above stated will be absolute and unconditional within the required period shall be a ground for termination of the CONTRACT without prejudice to taking further action by PNRI if it may deem proper and warranted.

The guard on duty at the lobby is in charge of receiving lobby telephone calls on Saturday, Sundays, Holidays and after office hours. He shall not entertain any incoming collect overseas/long distance calls in trunklines unless emergency in nature, nor shall he allow the use of lobby telephone for long distance calls at any time. Otherwise, the Contractor shall be held responsible for all charges incurred in connection thereto.

The Contractor shall notify PNRI in writing on the following working day of any emergency calls accepted by the guard on duty, to include among other things the date, the time and the person called.

## **VII. EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

PNRI shall conduct a periodic assessment and evaluation of the CONTRACTOR'S performance for the purpose of determining the latter's compliance with labor and other social legislation and warranty under the contract. Based on the assessment, the PNRI may pre-terminate the contract for failure of the contractor to perform such obligations.

Receipt by the Contractor of five (5) Memoranda of Unsatisfactory Service will authorize the PNRI to terminate the service of the contractor.

## **VIII. EVALUATION CRITERIA**

The following technical parameters shall be used in the evaluation of bid for the Security and Related Services for PNRI:

- A. Stability
  - 1. Years of Experience
  - 2. Liquidity
  - 3. Organizational Set-up
- B. Resources
  - 1. No. of Licensed Guards
  - 2. No. of Licensed Firearms with Ammunitions
  - 3. No. and Kind Communication and Other Devices
  - 4. No. and Kind of Motor Vehicles
- C. Security Plan
  - 1. Conformance to PNRI Security Plan
- D. Others
  - 1. Compliance with Labor Law
  - 2. Other Employee Benefits
  - 3. Personnel Recruitment and Selection Criteria
  - 4. Completeness of Uniforms and other Paraphernalia
  - 5. Recommendation from existing client(s)
  - 6. Office Presentation

***Company's Name:***\_\_\_\_\_

***Duly authorized to sign Bid for and on behalf of:*** \_\_\_\_\_

***Date accomplished:*** \_\_\_\_\_

# ***Section VIII. Checklist of Technical and Financial Documents***

## **Checklist of Technical and Financial Documents**

### **I. TECHNICAL COMPONENT ENVELOPE**

#### ***Class “A” Documents***

##### **Legal Documents**

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **and**
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC) with latest General Information Sheet (GIS) , Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, **and**
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; **and**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

##### **Technical Documents**

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

Financial Documents

- ☐ (l) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission (2018 and 2019); **and**
- ☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

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

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

- ☐ (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**II. FINANCIAL COMPONENT ENVELOPE**

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

## ***Bidding Forms***

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Name of Procuring Entity: **PHILIPPINE NUCLEAR RESEARCH INSTITUTE**  
 Name of the Project: **Supply of Security and Related Services for CY 2021**  
 Location of the Project: **PNRI Compound, Commonwealth Ave., Diliman, Quezon City**

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

Business Name \_\_\_\_\_  
 Business Address \_\_\_\_\_

Name of Contract/ Project Cost	Owner Name Address Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Note: This statement shall be supported with:								
						Total Cost		

Note: This statement shall be supported with:

- 1 Notice of Award and/or Contract; or
- 2 Notice to Proceed issued by the owner

Submitted by	:	:
Designation	:	
Date	:	
	:	(Printed Name & Signature)

Name of Procuring Entity: **PHILIPPINE NUCLEAR RESEARCH INSTITUTE**  
 Name of the Project: **Supply of Security and Related Services for CY 2021**  
 Location of the Project: **PNRI Compound, Commonwealth Ave., Diliman, Quezon City**

**Statement of Single Largest Completed Contracts (SLCC) in the last five (5) years**

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 End-user's Acceptance; or
- 2 Official Receipt(s) issued for the Contract

Submitted by : \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

CITY OF \_\_\_\_\_ ) S.S.

X-----X

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

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

I/We, the undersigned, declare that:

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

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

## Omnibus Sworn Statement

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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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

*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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

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

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

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

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_\_ at \_\_\_\_\_, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]  
Affiant

**[Jurat]**

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

Procuring Entity: **PHILIPPINE NUCLEAR RESEARCH INSTITUTE**  
Name of the Project: **Supply of Security and Related Services**  
Location of the Project: **PNRI Compound, Commonwealth Avenue, Diliman, Quezon City**

#### **AUTHORITY OF SIGNATORY**

### **SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_, a duly elected and qualified Corporate Secretary of \_\_\_\_\_ (Name of the Bidder), a corporation duly organized and existing under and by virtue of the law of the \_\_\_\_\_, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that \_\_\_\_\_ (Name of the Bidder) be, as it hereby is, authorized to participate in the bidding of \_\_\_\_\_ (Name of the Contract) by the \_\_\_\_\_ (Name of the Procuring Entity); and that if awarded the Contract shall enter into a contract with the \_\_\_\_\_ (Name of the Procuring Entity); and in connection therewith hereby appoints \_\_\_\_\_ (Name of Representative), acting as duly authorized and designated representatives of \_\_\_\_\_ (Name of the Bidder), and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ (Name of the Bidder) in the bidding as fully and effectively as the \_\_\_\_\_ (Name of the Bidder) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the Board hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the \_\_\_\_\_ (Name of the Bidder) hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the \_\_\_\_\_ (Name of the Bidder) shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this Contract to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this \_\_\_\_\_.

\_\_\_\_\_  
(Corporate Secretary)

## ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ affiant  
exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on  
\_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 December 20\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

Procuring Entity: **PHILIPPINE NUCLEAR RESEARCH INSTITUTE**  
Name of the Project: **Supply of Security and Related Services**  
Location of the Project: **PNRI Compound, Commonwealth Avenue, Diliman, Quezon City**

### AUTHORITY OF SIGNATORY

### SPECIAL POWER OF ATTORNEY

I, \_\_\_\_\_, President of \_\_\_\_\_, a corporation incorporated under the laws of \_\_\_\_\_ with its registered office at \_\_\_\_\_, by virtue of Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, has made, constituted and appointed \_\_\_\_\_ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent \_\_\_\_\_ in the bidding of \_\_\_\_\_ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_.

Signed in the Presence of:

\_\_\_\_\_

### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY )SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

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

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

Notary Public  
Until 31 December 20\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
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Series of \_\_\_\_\_

Procuring Entity: **PHILIPPINE NUCLEAR RESEARCH INSTITUTE**  
 Name of the Project: **Supply of Security and Related Services**  
 Location of the Project: **PNRI Compound, Commonwealth Avenue, Diliman, Quezon City**

### **FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

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

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

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

$NFCC = [\text{Current Asset} - \text{Current Liabilities}]$  (15) minus value of all outstanding works or uncompleted portions of the project 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

Submitted by:

\_\_\_\_\_  
 Name of Firm / Contractor

\_\_\_\_\_  
 Signature of Authorized Representative

Date : \_\_\_\_\_

**NOTE:**

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

# Bid Form

Republic of the Philippines  
Department of Science and Technology  
**PHILIPPINE NUCLEAR RESEARCH INSTITUTE**  
Commonwealth Avenue, Diliman, Quezon City

PROJECT: **Supply of Security and Related Services**

## PRICE PROPOSAL FORM

### DETAILED COMPUTATION OF SECURITY SERVICES JUNE – DECEMBER 2021

<b>NEW DAILY WAGE RATE</b>		₱	537.00
<b>DAYS WORKED PER WEEK</b>			7 DAYS
<b>AVE. NO. OF DAYS PER YEAR</b>			393.80
			8 hours work/day
<b>MONTHLY RATE</b>			
<b>Ave. Pay/Month</b>	(P537.00 x 393.80/12)	₱	17,622.55
<b>Night Differential</b>	(P17,622.55*10%*1)/3		587.42
<b>13<sup>th</sup> MONTH PAY</b>	(P537.00*365/12/12)		1,361.15
<b>5 DAYS INCENTIVE PAY</b>	(P537.00x5/12)		223.75
<b>UNIFORM ALLOWANCE (RA 5487)</b>		<u>100.00</u>	₱ 19,894.87
<b>B. DUE TO GOVERNMENT</b>			
<b>RETIREMENT BENEFITS PER RA 7641</b>	(P537.00x22.50/12)	₱	1,006.88
<b>SSS</b>			1,480.00
<b>STATE INSURANCE FUND</b>			30.00
<b>PHILHEALTH</b>			242.31
<b>PAG-IBIG</b>		<u>100.00</u>	2,859.19
<b>C. TOTAL AMOUNT PAYABLE TO EMPLOYEE AND GOVERNMENT</b>			
		₱	22,754.06
<b>D. AGENCY FEE</b>			
<b>ADMINISTRATIVE OVERHEAD AND MARGIN</b>			<u>5,461.11</u>
<b>E. VALUE ADDED TAX (5,461.11 X 12%)</b>			
			<u>655.33</u>
<b>CONTRACT RATE PER HEAD PER MONTH FOR 8 HOURS</b>		₱	<u>28,870.50</u>
<b>CONTRACT RATE PER MONTH FOR 8 HRS OF 18 GUARDS</b>		₱	<u>519,669.00</u>
<b>TOTAL CONTRACT RATE 8 HRS OF 18 GUARDS FOR SEVEN (7) MONTHS</b>		₱	<u><u>3,637,683.00</u></u>

Total Bid Price in Words and in Figures: (In Phil. Pesos)

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

