

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
GOODS**

Government of the Republic of the Philippines

**Civil Aviation Security Services (CASS) at
MIAA Facilities and Properties Outside
PPP Project Land**

**Sixth Edition
July 2020
Preface**

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

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

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

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

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

For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

INVITATION TO BID FOR THE CIVIL AVIATION SECURITY SERVICES (CASS) AT MIAA FACILITIES AND PROPERTIES OUTSIDE PPP PROJECT LAND

1. The Manila International Airport Authority (MIAA) through the:

Source of funding and year: CY 2025 COB
Approved Budget to the Contract (ABC): THIRTY-ONE MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-SEVEN PESOS AND 16/100 (Ph31,747,457.16) IN PHILIPPINE CURRENCY
Procurement Project/ Identification Number: Responsibility Center Code No. 25-F10A-50212030-8

Bids received in excess of the ABC shall be automatically rejected at bid opening.

☒ **Lot-procurement**

The MIAA, through the (please refer to the above project particulars) being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

☐ **Framework Agreement:**

The MIAA using: ☐ Single-year
☐ Multi-year for a duration of: ☐ 2 or ☐ 3 years.

Framework Agreement, through the (please refer to the above project particulars) being the ABC to payments under the contract for each item. Bids received in excess of the total cost per item shall be automatically rejected.

2. The MIAA now invites bids for the above Procurement Project.

Contract Duration	One (1) Year and renewable yearly for a maximum period of three (3) years at the option of MIAA
Bidders should have completed	refer ITB to Clause 5.3(a) from the date of submission and receipt of bids, a contract similar to the Project

Bidders should have completed, 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).

☐ **Framework Agreement**

The MIAA now invites bids for the above Procurement Project.

Delivery of the Goods is required within:

☐ expected delivery time frame ☐
☐ after issuance of a Call-Off or any date determined by the PE

Bidders should have completed, within [(insert relevant period)] 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.

- ☐ n/a a. [Select this paragraph if conditions (a), (c), and (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 DO NOT exist:]

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.

- ☒ b. [Select this paragraph if condition (a), (c), or (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 exists:]

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from:

MIAA	Airport Police Department	AGM for Security and Emergency Services
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and inspect the Bidding Documents at the address given below during regular office hours.

5. A complete set of Bidding Documents may be acquired by interested Bidders on:

<i>From</i>	<i>To</i>	<i>Time</i>
24 February 2025	18 March 2025	8:00 AM-5:00 PM
18 March 2025		08:00 AM – 12:00NN

from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PHP 25,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either in person¹.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The **MIAA** will hold a Pre-Bid Conference² on:

<i>Date</i>	<i>Time</i>	<i>Venue</i>
04 March 2024	02:00 PM	4/F, Audio Visual Room, MIAA Administration Building

and/or through video conferencing or webcasting³ which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat:

<i>Mode of Bid submission</i>	<i>Last day of submission</i>	<i>Time</i>
Manual submission	18 March 2025	12:00 NN.
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.

¹ It may be presented in person, by facsimile, or through electronic means;

² May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

³ via Facebook Live at Ninoy Aquino International Airport;

9. Bid opening shall be on:

<i>Date</i>	<i>Time</i>	<i>Venue</i>
18 March 2025	2:00 PM	4/F, Audio Visual Room, MIAA Administration Building

and/or via social media⁴. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. [n/a] *[Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions]*
11. The MIAA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MR. BENJAMIN T. MANALILI III
Bids and Awards Committee
Nos. 88771109 Loc. 3736, 3838 and 3010
e-mail: miaa.bac.secretariat@gmail.com

13. You may visit the following websites: www.miaa.gov.ph
www.philgeps.gov.ph
www.facebook.com/MIAAGovPH

For downloading of Bidding Documents:

✓

For online bid submission:

n/a

Date of Issue

24 February 2025, MONDAY

MGEN. MANUEL V. SEQUITIN (RET) PA, CESE
Chairperson, MIAA Bids and Awards Committee

⁴ *ibid*;

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The MIAA wishes to receive Bids for the:

Project Name / Title	CIVIL AVIATION SECURITY SERVICES (CASS) AT MIAA FACILITIES AND PROPERTIES OUTSIDE PPP PROJECT LAND
Procurement Project/ Identification number	Responsibility Center Code No. 25-F10A-50212030-8

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

The Procurement Project (referred to herein as “Project”) is composed of:

one (1)	Refer to Terms of Reference on the CIVIL AVIATION SECURITY SERVICES (CASS) AT MIAA FACILITIES AND PROPERTIES OUTSIDE PPP PROJECT LAND
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2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of: THIRTY-ONE MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FIFTY SEVEN AND 16/100 ONLY (PhP31,747,457.16) IN PHILIPPINE CURRENCY;

2.2. The source of funding is: CY COB 2025

- ☐ n/a Early procurement activity:
- a. GOCC and GFIs, the proposed Corporate Operating Budget.
- ☒ NOT an early procurement activity:
- a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

☐ n/a

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.

☐ n/a

b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

☐ n/a

c. 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:

[Select one, delete other/s]

☐ n/a a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

☒ b. Subcontracting is NOT allowed.

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]*

☐ n/a 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:]*

☐ n/a 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 and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the 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:]*
n/a 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 the **BDS**.
 - 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 the **BDS**.

- 12.2. *[Include if Framework Agreement will be used:]*

n/a

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.

For Framework Agreement, the following should also apply in addition to Clause 12.1:

- c. 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.
- d. 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:

[Select one, delete the other/s]



a. Philippine Pesos.



b. A foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration⁵ 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 **one hundred twenty (120) calendar 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:]*
n/a 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.

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:]*

n/a 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.

⁵ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

17. 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:]*

n/a

 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 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 conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

n/a

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 14 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:

[Select one, delete the other/s]

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

☐ n/a Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

☐ n/a Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

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:]*

☐ n/a 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, *[n/a](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**.
[n/a](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**.

n/a

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

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Security Services. b. Completed within the period as provided in paragraph 2 of the IB prior to the deadline for the submission and receipt of bids. 				
7.1	<u>[n/a]</u> <i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>				
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than PhP634,949.14 <i>[amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP1,587,372.85 <i>[amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond. 				
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Item</th><th style="width: 50%; text-align: center;">Unit/Quantity</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td><td style="text-align: center;">Refer to Terms of Reference (TOR)</td></tr> </tbody> </table> <p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><u>[n/a]</u> <i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>	Item	Unit/Quantity	1	Refer to Terms of Reference (TOR)
Item	Unit/Quantity				
1	Refer to Terms of Reference (TOR)				
20.2	List here any licenses and permits relevant to the Project and the corresponding law requiring it. Refer to TOR				
21.2	<u>[n/a]</u> <i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>				

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

n/a

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 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.

n/a

{[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 [n/a] *{[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 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.

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <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, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is 1. AP/SUPT. LEVY R. JOSE Chief of Police, Acting Department Manager A Airport Police Department</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><u>[n/a]</u> <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<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>f. <i>[Specify additional incidental service requirements, as needed.]</i></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> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>[n/a] Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 1. 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 2. In the event of termination of production of the spare parts: <ol style="list-style-type: none"> 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. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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	<p>Packaging –</p> <p>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.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</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>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 registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</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>Intellectual Property 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>
2.2	<p><input checked="" type="checkbox"/> <i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: <u>refer to Terms of Reference (TOR).</u>”</p>
4	<p><input checked="" type="checkbox"/> The inspections and tests that will be conducted are: <u>refer to Terms of Reference (TOR).</u></p>

Section VI. Schedule of Requirements

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

[illegible]

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<i>FRAMEWORK AGREEMENT LIST (AGENCY)</i>				
	<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
	<i>TOTAL (Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>		<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>		<i>Indicate here any other appropriate information as may be necessary.</i>		
<i>SIGNATURE OVER PRINTED NAME</i>		<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1 Lot	Refer to Terms of Reference (TOR)	

[Use this form for Framework Agreement:]

Technical Specifications

<i>TECHNICAL SPECIFICATIONS</i>			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</i></p>

Statement of all Government & Private Contract ongoing which are similar or not similar in nature and complexity as the Project subject of the Bidding

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award	a. Date Awarded
			Description	%	b. Amount at Completion	b. Contract Effectivity
Government						
Private						

Submitted by: _____
(Print Name and Signature)

Designation: _____

Date: _____

Statement of Single Largest Contract completed within 2014-Present which are similar in nature and complexity as the Project subject of the Bidding

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award	a. Date Awarded
			Description	%	b. Amount at Completion	b. Date Completed
Government						
Private						

Note: **This statement shall be supported by the following:**

- 1. Official Receipt from the owner/client or**
- 2. Certification of End-user's Acceptance of the project including the cost or**
- 3. Sales Invoice**

Submitted by: _____
(Print Name and Signature)

Designation: _____

Date: _____

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Of agent	Amount and Purpose of Currency Commission or gratuity
------------------------------	--

(if none, state “None”) /

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

PRICE SCHEDULE FORM

CIVIL AVIATION SECURITY SERVICES AT MIAA FACILITIES AND PROPERTIES OUTSIDE PPP PROJECT LAND

COMPUTATION (Per Month)

Based on DOLE Wage Order NCR-25, new SSS and PHILHEALTH Contribution Rate

Days worked per week

No. of Days per year

Amount Directly to Guard

New Daily Wage	NCR 25	-	P	
Ave. Pay/Month (DW X No. of Days per yr/12)		-	P	
10% Night Differential Pay (Ave. Pay/mo X 10%)		-		
13 th Month Pay (DW X 365/12 / 12)		-		
5 Days Incentive Pay (DW + COLA x 5/12)		-		
Uniform Allowance (R.A. 5487)		-		
COLA		-		
Overtime Pay		-		
TOTAL AMOUNT DIRECTLY TO GUARD			P	<hr/>

Amount to Government in favor of Guards

Retirement Benefit (R.A. 7641)	-	P	
SSS Premium			
SSS Mandatory Provident Fund	-	P	
Philhealth Contribution	-	P	
State Insurance Fund	-	P	
Pag-ibig Fund	-	P	
		P	<hr/>

TOTAL AMOUNT TO GOVERNEMENT IN FAVOR OF GUARD- P

Agency Fee ____%

Value Added Tax (Agency Fee x 12%)

MINIMUM BILLING RATE PER GUARD P

Submitted By:

Name & Signature of Representative

Company

Date

Submitted By:

Name and Signature of Authorized Representative

Name of Company

Date

General Notes:

1. All items not included in the Price Schedule Form but necessary for the completion of the project shall be supplied by the Contractor at no Cost to the MIAA.
2. Use Excel In the computation of bid prices, the centavo component must be rounded off to the nearest 2 decimal points.
3. Items and Specifications should strictly conform to the Terms of Reference.

TERMS OF REFERENCE

TERMS OF REFERENCE

Civil Aviation Security Services (CASS)

at MIAA Facilities and Properties Outside PPP

Project Land

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I. BACKGROUND

Pursuant to the provisions of Section 6, Executive Order No. 903, the Manila International Airport Authority (MIAA) is mandated "to exercise Police Authority and to regulate and supervise private security agencies operating in the Airport Complex within the MIAA controlled areas."

MIAA is likewise mandated to provide acceptable standards for Civil Aviation Security Services which will maintain and sustain safe, secure and orderly airport compliant with the laws of the country intended to safeguard Civil Aviation and/or government properties against criminal and other illegal acts.

Moreover, with the growing threat to the civil aviation industry and government properties, MIAA is determined to immediately implement proactive security measures relative to perceived security threats through improvements and enhancements on qualifications and capabilities of contracted security personnel within the airport. These contracted personnel are required to have proper and updated trainings/seminars and/or certifications stated in the TOR as proof of their qualification as professional security personnel.

II. PROJECTS OBJECTIVES

MIAA intends to procure the services of the most qualified and competent Security provider which can immediately deploy the required manpower, supplies and equipment as enumerated in this General Provisions and Terms of Reference of the Project.

Contracted security personnel with proper and updated trainings are expected to perform proper access control and screening to prevent unauthorized entry of vehicles, persons and prohibited items carried considered as weapons, explosives or any other dangerous devices or articles and performance of conducts which may be used to commit any

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unlawful or criminal acts within the areas to which MIAA exercises jurisdiction within MIAA Facilities and Properties outside PPP Project Land.

III. APPROVED BUDGET FOR THE CONTRACT

The total approved budget for the contract based on Wage Order NCR DOLE 25 is Thirty One Million Sixty Nine Thousand Three hundred Twenty Pesos (Php 31,069,320.00) as follows:

Area	Total No. of Guards	Approved Budget for the Contract (ABC)/Annum
MIAA Facilities & Properties	50	Php 31,747,457.16
TOTAL	50	Php 31,747,457.16

IV. RULES FOR BIDDING

As a part of MIAA's risk management measures, taking into account the importance of this security project, the following rules will be applied to wit:

1. MIAA's intention is to have a service provider that would provide appropriate security services and prevent any compromise to the safety and security of the areas under its jurisdiction control. A bidder may purchase the bidding documents and submit a bid for other Facilities and Land/ Properties under MIAA control.
2. The bidding shall be in accordance with the provisions of R.A. No. 9184 and its Revised Implementing Rules and Regulations.

V. BIDDERS' QUALIFICATIONS

The prospective bidders' qualification:

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- A. Must have at least ten (10) years existence as Security Agency/Provider;
- B. Must have a license to operate issued by the PNP-SOSIA valid on the date of bid opening and for the duration of the contract;
- C. Must have completed a contract for the provision of security services with a value of at least 50% of the ABC within the last ten (10) years;
- D. Must submit a certification under oath that they have no pending case against the government where the latter is the complaining party;
- E. Must be able to comply with the manpower qualifications, supplies & equipment and training requirements (Attach Pictures / Brochures / Literatures / Proof of Ownership of the supplies and equipment) to be submitted during Post-Qualification Evaluation.
- F. Must be able to submit latest Certification of at least Satisfactory Performance from previous clients during post qualification evaluation stage of the bidding;
- G. Must comply with the provision stated in RIRR of RA 9184 Rule XV Section 47.2;

VI. TERMS OF CONTRACT

The contract shall be for One (1) year and renewable yearly for a maximum period of three (3) years at the option of MIAA.

VII. SCOPE OF WORK

- A. The scope of work includes the provision of all necessary security personnel, marked vehicles (Asian Utility Vehicle, A1 condition and colored white for MIAA deployment), firearms (9mm pistols and 12 gauge shotguns), Handheld Radios, body cameras and other equipment, materials, logistics and other items/particulars necessary to perform, provide, maintain and sustain security services for MIAA security requirements.
- B. The contracted security personnel shall presentably report in their authorized and prescribed security uniform complete with all the

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necessary accessories/paraphernalia (security badge, name plate, company ID, baton, whistle, flashlight, first aid kit, etc.).

- C. The Supplier is required to post duly licensed security personnel in all security posts/areas as determined and approved by the MIAA where qualifications are as stated hereunder.
- D. The security personnel shall implement all security measures and procedures (as mandated in MIAA security related issuances) in his/her respective post assignment, as he/she enforce and comply with the instructions of the Manager, Airport Police Department (APD) or his/her authorized representatives. He/She is required to extend utmost courtesy and discipline to all Airport users and to provide assistance without abandoning the assigned security posting / area of assignment.
- E. In maintaining security, the security personnel on duty shall be under operational control and supervision of the APD Division/Section/Unit/Office which has jurisdiction over the security post/area; maintain regular contact with the concerned APD office through handheld radio and other communication system; submit Post Duty Report on the status of respective posts or any situation/problem/incident encountered upon end of shift and/or as the need arises.

VIII. GENERAL REQUIREMENTS

The Supplier shall adhere to the following general requirements while carrying out their duties and responsibilities during the implementation of the contract:

- A. Supervision and Control – All contracted security personnel shall report directly to the Manager, APD and/or his/her authorized representatives (Divisions/Sections/Unit/Office) in their respective areas of assignment for effective supervision and control; for coordination of MIAA Standard Operating Procedures (SOPs); Monitoring and implementation of MIAA rules and regulations and assist in the maintenance of Peace and Order within his Area of Operation/s.
- B. The Supplier shall employ Area Commander/Security Officer at no cost to MIA Authority to ensure that all obligations under the contract

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- are properly complied with. He/She shall report directly to APD Manager or his/her authorized representatives.
- C. The Area Commander/Security Officer Area of Supplier in addition to his/her primary functions shall also serve as reliever to duty security personnel whenever the latter goes on break period and/or during temporary relief.
- D. Quality Assurance – The Supplier shall establish a complete Quality Assurance Program to ensure that the requirements of the contract are provided as specified herein. One copy of the Supplier's Quality Control Program shall be submitted to MIAA Attention: AGMSES prior to the start of the contract, copy furnished ASIO/APD. An updated copy must be provided as changes occur. The program will include but not limited to the following:
1. Inspection Report Forms covering all services under the contract. This must specify areas to be inspected on both scheduled and unscheduled basis and indicate such personnel who will perform the inspection.
 2. Record file of all inspection forms daily conducted by the Supplier (deficiencies/violations noted and corrective actions taken). This documentation shall be made available to MIAA upon request of the General Manager, AGMSES, APD Manager or their duly authorized representatives.
 3. MIAA management through the AGMSES or his duly authorized representative shall monitor the Supplier's performance under contract. The Supplier shall be required to submit a weekly Performance Report containing the following:
 - a. Scope of work accomplished;
 - b. Significant events/incidents;
 - c. Copy of their daily attendance/ disposition.
- E. Lost and Found Property – It is the responsibility of the Supplier to ensure that all the articles/items of personal or monetary value found by the Supplier's employees are properly turned over to the MIAA Lost and Found concerned office as required.
- F. Conservation of Utilities/Cleanliness – the Supplier shall be directly responsible over his/her employees in ensuring conservation of basic

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utilities and maintaining cleanliness and orderliness within their area of operations/responsibility to wit;

1. Light shall be used only in areas where work is actually being performed;
2. No guards shall engage in manipulating any mechanical equipment controls for heating, ventilation and air-conditioning system;
3. Water faucets or valves shall be turned off after use;
4. Government telephone lines shall not be used for personal or for any local or international call;
5. Hand dryers should be strictly utilized for the sole purpose of drying hands; not for drying clothes or hair.
6. Comply with the cleanliness and orderliness policy of the MIAA (MIAA 5S policy)

G. Security and Safety – The Supplier shall adhere to all security measures and procedures that enforced by the MIAA and shall, under no circumstances, violate standard rules and regulations on airport security and safety:

1. The Supplier and all its employees shall comply with all safety and security requirements implemented by the MIAA at all times in areas of the airport premises and/or complex under its control;
2. The Supplier's employees shall turn off lights, close all windows and lock all exterior doors when work has been completed;
3. The Supplier shall be responsible for instructing his employees in safety measures considered appropriate under contract.

IX. SUPPLIERS' OBLIGATIONS

- A. The Supplier shall deploy personnel who possess at least the minimum qualifications enumerated in Section X (Manpower Provisions) of this TOR. At least 30% of personnel composition should be female.
- B. The Supplier shall ensure that all their security personnel will undergo the required and appropriate security training/s from accredited training centers/institutions based on the requirements of their post/assignment, to wit;

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- Basic Security Guard Course/Guardsman Course
 - Access Control (people & vehicle)
- C. The Supplier shall immediately **deploy duly licensed** and trained security personnel **upon assumption of the contract** after compliance of all the requirements.
- D. The Supplier shall be solely responsible for all expenses incurred in the conduct of the required security trainings and other seminars including the annual mandatory drug test and shall not be charged to their security personnel.
- E. The Supplier shall be responsible for the conduct of Background Investigation of its security personnel to be deployed at NAIA in compliance to existing local security regulations. Copy of the Background Investigation shall be submitted to MIAA for further evaluation.
- F. The personnel to be assigned by the Supplier to MIAA are, for all legal intents and purposes, regular employees of the Supplier and not of the MIAA.
- G. The Supplier shall not hold the MIAA or any of its officials, employees and/or agents responsible for any personal injury or damage, including death, sustained by the Supplier's personnel during the performance of their duties or stay within MIAA's premises. For this purpose, the Supplier shall at its own expense obtain Third Party Liability insurance related thereof.
- H. The Supplier shall be solely responsible for the civil and/or criminal liabilities resulting from negligence that resulted in the loss and/or damage/s of all properties/equipment under the supervision and control of deployed security personnel.
- I. The Supplier must always ensure the proper enforcement of and/or compliance with all labor and social legislations (SSS, PAG-IBIG and PhilHealth) as well as other pertinent laws and/or decrees and those that may be enacted thereafter.
- J. The Supplier shall maintain administrative supervision and control over all the personnel it will deploy to MIAA. However, MIAA shall be responsible for the operational supervision and control of the Supplier's personnel during their tour of duty. MIAA's exercise of this authority is in compliance with its mandate and shall not be deemed

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nor interpreted as the Supplier's relinquishment of powers over its personnel.

- K. The Supplier shall be liable for any loss or damage to the properties, installation and/or facilities of MIAA due to unreasonable, negligent or deliberate act of omission by the Supplier or its personnel within the tenure of contract or its extension, if any. In recouping the value (to be determined by authorized MIAA officials) of any lost/damaged property, MIAA may adopt any of the following options:
- A. Deduct such amount from whatever is due the Supplier from MIAA under this contract;
 - B. Claim such amount from the Supplier's performance bond.
- L. Payment of salaries. The Supplier/Contractor must pay wages and salaries of their personnel not later than the designated pay date, regardless of whether or not the Contractor has received payments by virtue of the contract. Thus, the Supplier shall maintain available cash balance in its bank account equivalent to the amount for three (3) months salary of all its personnel assigned to MIAA.
- M. The Supplier shall draw up a Separation/Retirement Plan, which provides among others that, in case of separation from the service, the Guards shall be entitled to a Separation Pay after rendering at least one (1) year of service.
- N. Upon notice, MIAA may require the immediate replacement of undesirable, incompetent, negligent and arrogant security personnel including their Detachment Commander or Security Officer. Likewise, should any of the said personnel perform acts prejudicial to the interest of MIAA or found incompetent and negligent in performance of their functions, the Supplier shall immediately recall the personnel as required by MIAA.
- O. Administrative Investigations conducted by MIAA against erring Personnel of the Supplier:
- 1. The Supplier shall fully cooperate with the administrative investigations conducted by MIAA by ensuring the presence of subject personnel provided proper invitation is issued to the Supplier;
 - 2. The Supplier, in the course of any investigation, shall not transfer or reassign the employee to other business accounts

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outside MIAA until after the completion of the required investigation proceedings.

3. The APD Manager thru the Quality Control Inspectorate Office require the Supplier to immediately relieve any erring security personnel pending result of administrative investigation.

P. The security guard's Code of Ethics and Discipline shall be submitted by the Supplier during Post Qualification Evaluation.

X. MANPOWER PROVISIONS

A. Security Guards to be deployed must comply with minimum requirements in accordance with but not limited to R.A. 11917 as follows:

1. Must be of legal age as provided under PNP-SOSIA Regulations.
2. Must be a Filipino Citizen.
3. Must be physically and mentally fit.
4. Must be of good moral character.
5. Must not have been convicted of any crime or offense involving moral turpitude.
6. Must have earned at least 72 units in college education or Senior High School Graduate;
7. Possess a Valid License to Exercise Security Profession (LESP) issued by the PNP-SOSIA;
8. Must undergo the Security Orientation for the Contracted security personnel to be administered by MIAA-APD and all other required training/s in accordance with existing laws, rules and regulations;
9. Must have completed Basic Security Guard Course/Guardsman Course and Refresher Course from accredited training centers/institutions.
10. Must undergo Firearms Familiarization and Gun Safety Seminar to be conducted by MIAA-APD.

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11. Must undergo a total of sixteen (16) hours training within the 1st year of deployment on the following:
 - 1) Emergency Preparedness and Response Training
 - 2) First Aid
 - 3) Basic Self-defense
12. Must undergo and passed the drug testing to be supervised by MIAA;
13. Must have clearances from Barangay, Local Police, NBI and RTC (Regional Trial Court).
- B. Provide and deploy required number of duly licensed security personnel and availability of relievers during scheduled tour of duties based on posts requirement to ensure no vacancy of post/s; (Reliever requirement: at least 20% of the total number of regular personnel to be deployed)
- C. Deploy Detachment Commander or Security Officer. He shall report directly to APD Division/Section Chief who has jurisdiction over their supervised posts.
- D. Conducts regular monthly rotation of shift schedule and posts assignment of security personnel to be checked/monitored by the APD Division/Section Chief who has jurisdiction over their supervised posts, QCIO and approved by the APD Manager;
- E. Security personnel shall be identified thru issued company/agency ID, properly displayed while on duty;
- F. Security personnel shall be provided with group insurance;
- G. Work schedule/deployment of security guards shall be in two (2) shifts (12 hours duty/shift) that includes Saturdays, Sundays and Holidays as follows:

First Shift	:	7:00 AM	-	7:00 PM
Second Shift	:	7:00 PM	-	7:00 AM
- H. Advance Monthly Deployment Plan of security personnel shall be submitted to the Manager, APD thru the Division/Section Chief APD for evaluation and approval; No changes shall be made without the approval of the Manager, Airport Police Department:

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- I. Regular Days Off shall be strictly provided to its security personnel to maintain their operational effectiveness, and
- J. Detailed security personnel shall report thirty (30) minutes before posting to the immediate APD Supervisor for daily physical inspection and dissemination of orders and instructions.

XI. PROVISIONS ON THE INCREASE OR DECREASE OF MANPOWER SUPPLIES AND EQUIPMENT.

- A. As deemed necessary based on security requirements, MIAA has the right to increase or decrease the manpower deployment and quantity of materials/equipment specified therein.
- B. The cost per unit of items shall be fixed and shall be based on the bid cost as stated in the Supplier's proposal all through the duration of the Contract.
- C. MIAA may likewise require additional quantity of materials, supplies and equipment in excess of what is stipulated herein; and
- D. The Supplier shall be given prior notice to the effective date of any increase or decrease or reclassification at any time during the term of the Contract at the discretion of MIAA.
- E. MIAA reserves the right to require the Supplier to recall or cancel the manpower deployment or posting, as well as the provisions for materials, supplies and equipment in MIAA Facilities/ Land Properties, including Landside (under the Mobile Patrol Section), when the security requirements in said areas are no longer necessary, or when MIAA's interest in any of the properties is transferred to a third party, such as in the case of lease or other similar arrangements.

XII. TERMS OF PAYMENTS

- A. Payments due to the Supplier shall be made bi-monthly upon presentation of the billing for the covered period, accompanied by a Certificate of Performance issued by the duly authorized representative of MIAA. Payment of the remuneration shall be subjected to audit requirements.

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- B. Payment shall also be subject to the submission of the official receipt of payment for SSS contributions of the Supplier's employees as well as a Sworn Certification that the Supplier has complied with the existing Minimum Wage Law/ Order (DOLE) in accordance to its representations and warranties.
- C. The wages provided herein shall be adjusted to comply with the wage increases mandated by law and/or DOLE wage orders subject to MIAA's accounting and auditing rules.
- D. As stipulated under Executive Order No. 398, Series 2005, the Supplier shall pay taxes in full and on time, and submit the proof of tax payment. Failure to do so would compel the MIAA to suspend payment for any goods or services delivered by the Supplier/Contractor.

XIII. LIQUIDATED DAMAGES

1. Liquidated damages shall be imposed by MIAA to the Supplier should any of the following incidents/violations occur, which are considered Material Breach of the Contract:

NATURE OF INCIDENTS/VIOLATIONS	COUNTS
Absence of detailed guard per shift/Unmanned Post. <i>(Except, when in judgment of the PROCURING ENTITY the absence is justified by reason of force majeure: Act of God or Natural Calamities, War, Epidemic/Pandemic or other incidents requiring Quarantine Restrictions (ECQ Level) and all other unforeseeable events relating to national security/emergency. In addition, the amount corresponding to the salary of the absent guard shall be deducted from the monthly fee.</i>	2
Rendering of more than 12 hours duty <i>(except when wherein 2nd shift schedule will be implemented, wherein 2nd shift personnel will be required to extend duty to assume 1st duty, during 2 days annual medical check-up or due to force majeure and/or other unforeseeable events relating to national security/emergency).</i>	2

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Involvement/participation in crimes/offenses punishable by laws/ordinances of the Philippines.	2
Abandonment of post	1
Laxity/negligence/sleeping on post while on duty	1
Selling or distributing any goods or merchandise at the NAIA Complex while on duty or off duty	1
Failure of Supplier to present concerned security guard/employee during official investigation	1
Unavailability of supplies or provision of sub-standard supplies, equipment and the like as required	1
Inappropriate appearance, incomplete wearing of uniform, discourtesy, rudeness and untidiness	1
Violation of MIAA rules & regulations other than those already enumerated above	1
Other acts inimical to the best interest of MIAA	1

2. For any commission of all the foregoing, within a period of one (1) month, payable damages shall be assessed in accordance with the following schedules and shall be monitored/recorded by the Office of the Manager, APD, copy furnished the AGM-SES and to be forwarded to the Accounting Division for deduction:

Counts	Liquidated Damages
1 – 5	0.5% of monthly contract price
6 – 10	1.0% of monthly contract price
11 – 15	1.5% of monthly contract price
16 – 20	2.0% of monthly contract price
21 – 25	2.5% of monthly contract price
26 – 30	3.0% of monthly contract price
31 – 35	3.5% of monthly contract price
36 – 40	4.0% of monthly contract price
41 – 45	4.5% of monthly contract price
46 – 50	5.0% of monthly contract price
51 – 55	5.5% of monthly contract price
56 – 60	6.0% of monthly contract price
61 – 65	6.5% of monthly contract price

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66 – 70	7.0% of monthly contract price
71 – 75	7.5% of monthly contract price
76 – 80	8.0% of monthly contract price
81 – 85	8.5% of monthly contract price
86 – 90	9.0% of monthly contract price
91 – 95	9.5% of monthly contract price
96 – 100	10.0% of monthly contract price/ Unsatisfactory Rating
101 up / Month	For termination of contract

3. MIAA shall deduct the amount of such payable damages from any money due the Supplier under the contract or any such contract between MIAA and the Supplier/Contractor; and/or collect such payables from the Performance Security.
4. MIAA and the Supplier shall agree to abide and strictly observe due process in ascertaining breach or violation of obligation on the part of the Supplier. The following procedures shall apply:
 1. MIAA's authorized personnel either conducting inspection/monitoring or with operational supervision/control over the employees of the Supplier shall report to the Office of the Manager, APD in writing the deficiencies, infractions, violations, non-compliance / non-performance of security rules and procedures at post;
 2. Whereupon with such report, the APD Manager shall direct the APD Quality Control & Inspectorate Office (APD-QCIO) to conduct investigation to determine existence of Substantial Evidence;
 3. If there is Substantial Evidence on the reported violation of the Supplier of its security personnel, the APD Manager shall formally recommend for approval of the AGMSES on the imposition of liquidated damage/s against the supplier.
 4. The involved erring security personnel may be relieved from performing duty at MIAA Properties outside PPP Project Land. However, if substantial evidence does not exist, the APD Manager shall resolve the case within his level of authority;

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5. The determination of breach or violation of the obligations and the undertakings in conformity with the preceding provision shall be final and binding upon the Supplier/Contractor. Whereupon the Supplier shall be furnished copy of the Investigation Report for them to submit their acknowledgement thereof and the corrective action/s taken relative to the committed violation/s.

XIV. TERMINATION OF CONTRACT

- A. At any time, during the effectivity of the Contract, the same may be terminated or rescinded by MIAA, for any just cause and without need of any judicial action, by giving at least fifteen (15) days written notice which shall be final and binding upon the Supplier.
- B. Material breach of the Contract by the Supplier shall be ground for termination of Contract, such as when either of the following exists:
 1. The Supplier has obtained a cumulative amount of liquidated damages equivalent to Ten percent (10%) of the total Lot contract amount within the one (1) year effective period of contract;
 2. The Supplier has obtained two (2) unsatisfactory ratings within the one (1) year effective period of the contract;
 3. The Supplier has obtained more than 100 counts of violations within a month.
- C. Violation by the Supplier of any material terms and conditions of the Contract.
- D. Labor disputes/strike of the Supplier's personnel which is not settled immediately thereby causing prejudice to the delivery of the services under the Contract.
- E. Assignment or any form of conveyance by the Supplier/Contractor of its rights and interests under the contract, including the sale and disposition of any or all its business to any third party, without the prior written consent of MIAA.
- F. Failure of the Supplier to deploy the required trained security personnel at commencement and throughout the entire duration of the Contract.

XV. DUTIES AND FUNCTIONS OF SECURITY GUARDS

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MIAA Properties and Other Facilities Areas

General: Access control to persons, vehicles and items carried to prevent unauthorized entry and commission of illegal or criminal acts by application of security measures in accordance with the Standard Operating Procedures (SOPs) set by the Authority. Enforcement of Laws, Rules and Regulations of MIAA; accost violators; respond to emergencies; protect lives and properties; and monitor the Area of Responsibility (AOR).

Particulars:

1. Facilities & Land/Properties Security

- Ensure that all vital facilities and other MIAA properties outside PPP Project Land are appropriately secured;
- Ensure that no unauthorized person is allowed thereat.
- Conduct manual search and inspection of person/s, hand carry bag/items prior entry;
- Implement MIAA access control policy;
- Implement challenge procedure to all persons roaming around the vicinity;
- Apprehend suspicious persons within their AOR and turn-over to APD for proper disposition;
- Perform other related functions as maybe directed by higher authority.

Jail Security;

- Responsible for enforcing rules, preventing trouble and escapes, and maintaining the general order of the facility.
- Monitor the activities of the inmates and properly record their ingress/egress and visits of persons authorized by PIID.
- Check/inspect items being provided to the inmates ensuring that no prohibited items are handed over to them.
- Report to PIID any unusual event.

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- Perform other related functions as maybe directed by higher authority.

2. Mobile Strike Force Security

- Conduct patrol and perimeter security within area of responsibility;
- Apprehend illegal elements within area of responsibility;
- Provide security assistance to other posts when necessary;
- Respond to emergency situations;
- Perform other related functions as maybe directed by higher authorities.

3. Security Personnel with Handheld Metal Detector (HHMD) (Implemented for Pat Down/Body Frisking Procedure – for applicable posts)

- Ensures that all persons and carried items are subjected to proper screening before entry in applicable posts or areas;
- Properly conducts inspection/search on persons and carried items in accordance with established Security Post's Standard Operating Procedure (SOP);
- Refers to APD Supervisor for appropriate action and disposal of any discovery of prohibited or illegal Items or other security violations.

XVI. REQUIRED SUPPLIES AND EQUIPMENT

Equipment for the use of Security Personnel must be present and available for inspection during the General Formation the date, time and venue to be scheduled during the post qualification inspection.

MIAA facilities/land properties

	Description	Number of Units
1.	Marked Vehicle (AUV, A1 condition, white, for	1

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	MIAA deployment and operation)	
2.	Handheld Radio	33
3.	Handheld Metal Detector (HHMD)	5
4.	Under Chassis Inspection Mirror	2
5.	9mm Pistol	22
6.	12 Ga. Shotgun	8
7.	Body Camera	10
8.	Baton (standard length, wooden)	50
9.	Reflectorized Vest w/ SECURITY Markings	50
10.	Heavy Duty Rubber Boots	50
11.	Rain Gear (Transparent)	50
12.	First Aid Kit	50
13.	Flashlight	50

XVII. POSTING

• MIAA FACILITIES & PROPERTIES

GUARD POST DESCRIPTION		Guard /Shift
Landside (Under Mobile Police Section)		
1	Plastic City	3
2	888 Hotel	2
3	Petron Vacant Lot	1
4	Merville Vacant Housing Site	4
5	Mobile Patrol	4
6	AP Cargo Vacant Lot (Durian Park)	1
7	CBL Vacant Lot	1
Total Number of Personnel		16
Total Number of Personnel Multiply by 2 Shift		32

GUARD POST DESCRIPTION	Guard
------------------------	-------

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		/Shift
	MIAA ADMIN BUILDING / APD HEADQUARTERS (Under APD-Headquarters Support Section)	
1	MIAA Admin Bldg.	4
2	APD Headquarters Entrance Gate	2
3	APD Headquarters Exit Gate	1
4	PIID Jail/Detention Facility	1
5	Bahay Silungan Building	1
TOTAL NUMBER OF GUARDS		9
TOTAL NUMBER OF GUARDS MULTIPLY BY 2 SHIFTS		18

**RECAPITULATION OF SECURITY SERVICES PERSONNEL
REQUIREMENTS FOR NAIA-CASS**

AREA	NO. OF POSTS	NO. OF GUARDS (2 Shifts)
1. MIAA Admin Bldg., APD-HQ, Landside Properties	25	50
TOTAL POST / PERSONNEL REQUIRED	25	50

XVIII. A. DOCUMENT REQUIRED DURING OPENING OF THE BIDDING PROCESS.

1. Proof of at least ten (10) years existence as Security Agency/Provider.
2. Must have a license to operate issued by the PNP-SOSIA valid on the date of bid opening and for the duration of the contract;
3. Proof Completed Contract for the provision of security services with a value of at least 50% of the ABC within the last ten (10) years;
4. Certification under oath that they have no pending case against the government where the latter is the complaining party;
5. Pictures / Brochures / Literatures / Proof of Ownership of the supplies and equipment;

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6. Proof of Funds (POF) issued by a universal or commercial bank showing available cash balance equivalent to the amount for three (3) months salary of all its personnel assigned to MIAA;
7. Schedule of Deployment;
8. Quality Assurance Program;
9. Code of Ethics and Discipline;
10. Certification that the Bidder will provide a Third Party Insurance once the Contract is awarded;
11. Separation/Retirement Plan outlining the Bidder's separation and/or retirement program. Considering that the Retirement Benefit is a pay item in this project, the Bidder is required to include in its' program a provision that a Security Guard shall be entitled to a Separation Pay after rendering at least one (1) year of service.

B. DOCUMENT REQUIREMENTS TO BE SUBMITTED DURING POST QUALIFICATION EVALUATION.

1. Certified true copy of Individual Basic Security Guard Course/Guardsman Course Certificates from PNP-SOSIA Accredited Training Centers/Institutions of all security personnel;
2. Must be able to present during the General Formation to be scheduled after the opening of bids, the TOR required personnel stated on the submitted Individual Basic Security Guard Course/Guardsman Course Certificates;
3. Must be able to submit latest Certification of at least Satisfactory Performance from previous clients;
4. Must be able to present during the General Formation, supplies and equipment stated in XVI of this TOR together with the proof of ownership thereof. Absence of such supplies and equipment at the time of the General Formation will result to Post-Disqualification.

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Prepared by:


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Submitted by:



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AGM, Security and Emergency Services

Recommending Approval:


MARIA LOURDES SJ REYES
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18 FEB 2025

Approved:


ERIC JOSE C INES¹
General Manager, MIAA

19 FEB 2025

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Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (k) *[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.

- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

