

# PHILIPPINE BIDDING DOCUMENTS



## NATIONAL HOME MORTGAGE FINANCE CORPORATION

### Provision of Security Services

Government of the Republic of the Philippines

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**REPUBLIC OF THE PHILIPPINES**  
**NATIONAL HOME MORTGAGE FINANCE CORPORATION**  
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**INVITATION TO BID**

The National Home Mortgage Finance Corporation (NHMFC) through its Bids and Awards Committee (BAC) invites all interested parties to bid for the hereunder contract:

<b>Name of Project</b>	<b>Approved Budget for the Contract (ABC) (Corporate Fund)</b>	<b>Non-Refundable Fee</b>
<b>Provision of Security Services</b>	<b>P10.865 Million (inclusive of applicable taxes)</b>	<b>Php 25,000.00</b>

Bidders should have completed, within four (4) years from the date of submission and receipt of bids, a contract similar to the Project which is equivalent to fifty percent (50%) of the ABC for the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, Instructions to Bidders.

The Bidding will be conducted through open competitive bidding procedures using non-discretionary “**pass/fail**” criteria as specified in R.A. 9184 and its IRR, otherwise known as the Government Procurement Reform Act.

All particulars relative to Eligibility Statement and Screening, Bid Security, Performance Security, Pre-Bid Conference, Evaluation of Bids, Post-Qualification and Award of Contract shall be governed by the pertinent provisions of R.A. 9184 otherwise known as “Government Procurement Reform Act” and its Implementing Rules and Regulations (IRR). The schedule of activities is listed, as follows:

<b>ACTIVITIES</b>	<b>DATE/TIME/PLACE</b>
<b>Issuance of Bidding Documents/Terms of Reference</b>	<b>29 November – 18 December 2020</b> <b><a href="https://www.nhmfc.gov.ph/index.php/bidding-procurement">https://www.nhmfc.gov.ph/index.php/bidding-procurement</a></b>
<b>Pre-Bid Conference</b>	<b>7 December 2020, 9:30 a.m.</b> through video conference, with details below:  Zoom Meeting Link:  <b><a href="https://us02web.zoom.us/meeting/register/tZUud-uvrTggG9J-L7BLYZeWWCQuMCD84I24">https://us02web.zoom.us/meeting/register/tZUud-uvrTggG9J-L7BLYZeWWCQuMCD84I24</a></b>

	Meeting ID : 813 0273 3016 Passcode : 729632
<b>Submission and Opening of Sealed Bids</b>	<b>21 December 2020, 9:30 a.m.</b> through video conference, with details below:  Zoom Meeting Link: <a href="https://us02web.zoom.us/join/https://us02web.zoom.us/meeting/register/tZwrcOioqD4iHteYnhFfn7nryKxL8saw2n9d">https://us02web.zoom.us/meeting/register/tZwrcOioqD4iHteYnhFfn7nryKxL8saw2n9d</a>  Meeting ID : 886 7106 5843 Passcode : 954916

The Terms of Reference/bidding documents will be available to interested bidders upon payment of a non-refundable amount of **P25,000.00**. Bidders may deposit their payments for the bidding documents through **Land Bank of the Philippines (LBP) CA 1782-1003-74 with account name NHMFC**. Bidders may input their corporate name in the LBP deposit slip in the portion of depositor’s representative then email a copy of the said deposit slip to **nhmfc.bacsecretariat@gmail.com**.

All bids must be accompanied by a Bid Security in any of the acceptable forms and the amount stated in the Instruction to Bidders. **Late bids shall not be accepted.**

NHMFC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

All prospective bidders shall have no pending or previous adversarial claim against NHMFC before any judicial or quasi-judicial body or any other tribunal or agency.

signed  
**LOURDES C. BACANI**  
Chairperson  
Bids and Awards Committee

## **INSTRUCTIONS TO BIDDERS**

### **A. General**

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

- 1.1. The National Home Mortgage Finance Corporation (hereinafter referred to “NHMFC” for brevity) wishes to receive bids for the provision of **Security Services Project** (hereinafter referred to as the “Goods”).
- 1.2. The NHMFC requires Twenty-Nine (29) security personnel for this bidding as provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

#### **2. Source of Funds**

The NHMFC has a budget from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**.

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

- 3.1. The NHMFC as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after

bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

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

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

3.2. Further, the NHMFC will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

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

#### **4. Conflict of Interest**

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

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;

- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

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

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

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

## **5. Eligible Bidders**

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

- (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
  - (e) Persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
  - (b) 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;
  - (c) When the Goods sought to be procured are not available from local suppliers; or
  - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics



Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

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

- 5.5. Unless otherwise provided in the **BDS**, the Bidder must submit a computation of its **Net Financial Contracting Capacity (NFCC)** or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

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

**Where:**

**K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.**

**The CLC must be at least equal to ten percent (10%) of the ABC for this Project.** If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

## **6. Bidder's Responsibilities**

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed as required in **ITB** Clause 12.1(b)(iii). (Omnibus Sworn Statement)
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the NHMFC or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

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

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Unless otherwise indicated in the **BDS**, failure to furnish all information or documentation required in the Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including (a) the location and the nature of this project; (b) climatic conditions;

(c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

- 6.5. **The NHMFC shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.**
- 6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts, and regulations of the Philippines which may affect this Project in any way.
- 6.8. **The Bidder should note that the NHMFC will accept bids only from those that have paid the non-refundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.**

## **7. Origin of Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

## **8. Subcontracts**

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

include the required documents as part of the technical component of its bid.

## **B. Contents of Bidding Documents**

### **9. Pre-Bid Conference**

If so specified in the **BDS**, a Pre-Bid Conference shall be held on **7 December 2020 at 9:30 a.m** through Zoom Application to clarify and address the Bidders' questions on the technical and financial components of this Project. The Zoom Meeting is accessible through this link: <https://us02web.zoom.us/join/9tZUud-uvrTggG9J-L7BLYZeWWCQuMCD84I24> or with details below:

Meeting ID : 813 0273 3016  
Passcode : 729632

- 9.1. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the NHMFC's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 9.2. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

### **10. Clarification and Amendment of Bidding Documents**

- 10.1. Bidders who have purchased the Bidding Documents may request clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the NHMFC at the address indicated in the **BDS** at **least ten (10) calendar days before the deadline set for the submission and receipt of bids.**
- 10.2. Supplemental/Bid Bulletins may be issued upon NHMFC's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement

System (PhilGEPS) and the website of NHMFC. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

### **C. Preparation of Bids**

#### **11. Language of Bid**

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and NHMFC, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

#### **12. Documents Comprising the Bid: Eligibility and Technical Components**

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

(a) Eligibility Documents –

##### Class “A” Documents:

- (i) Photo Copy of Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for a sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, certified by the issuing agency or present the original copy to the Bids and Awards Committee (BAC) during the opening of bids or any proof of such registration as stated in the **BDS**;
- (ii) Photo Copy of Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located certified by the issuing agency or present the original copy to the Bids and Awards Committee (BAC) during the opening of bids;
- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started if any. The statement shall include, for each contract, the following:

- (iii.1) name of the contract;
  - (iii.2) date of the contract;
  - (iii.3) kinds of Goods;
  - (iii.4) amount of contract and value of outstanding contracts;
  - (iii.5) date of delivery; and
  - (iii.6) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (iv) Photo Copy of Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
  - (v) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and

Class "B" Document:

- (vi) If applicable, the 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.

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security either in the form of:
  - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
  - (I.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
  - (i.3) Bid Securing Declaration.

- (ii) Conformity with technical specifications, as enumerated and specified in the Terms of Reference;
- (iii) Security Plan for NHMFC including firearms, ammunition, equipment, and other amenities; and
- (iv) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in the attached bid forms (Omnibus Sworn Statement).

### **13. Documents Comprising the Bid: Financial Component**

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

- (a) Financial Bid Form, which includes bid prices in accordance with PADPAO rates and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
- (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27; and
- (c) Any other document required in the **BDS**.

13.2. Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

### **14. Alternative Bids**

Alternative Bids shall be rejected. For this purpose, an alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single file or submitted in two (2) or more separate files.

### **15. Bid Prices**

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where

applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

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

15.4. 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), including all customs duties and sales and other taxes already paid or payable:

(i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or

(i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.

(ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.

(iii) The price of other (incidental) services, if any, listed in the **BDS**.

(b) For Goods offered from abroad:

(i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers



registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

(ii) The price of other (incidental) services, if any, listed in the **BDS**.

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

15.6. All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as indicated in the **BDS** and specified in the **GCC** and its corresponding **SCC** provision.

## **16. Bid Currencies**

16.1. Prices shall be quoted in the following currencies:

(a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

(b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

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

## **17. Bid Validity**

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

- 17.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the NHMFC may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

## **18. Bid Security**

- 18.1. **The bid security, issued in favor of the NHMFC, in the amount stated in the BDS shall be equal to two percent (2%) either in the form of Cash, Cashier's check, or Manager's check or Bid Securing Declaration.**
- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the NHMFC as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
- (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
  - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);

(iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2; or

(iv) any other reason stated in the **BDS**.

(b) if the successful Bidder:

(i) fails to sign the contract in accordance with **ITB** Clause 32;

(ii) fails to furnish performance security in accordance with **ITB** Clause 33; or

(iii) any other reason stated in the **BDS**.

## **19. Format and Signing of Bids**

19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in the attached bid forms on or before the deadline specified in the **ITB** Clause 21 **in two (2) separate password protected PDF files, and** which shall be submitted simultaneously. The first shall contain the **eligibility requirements and the technical component of the bid**, and the **second shall contain the financial component of the bid**.

19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

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

19.4. The bid, except for un-amended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.

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

## 20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents in one password protected PDF marked “ORIGINAL – ELIGIBILITY AND TECHNICAL DOCUMENTS”, and the original of their financial component in one password protected PDF marked “ORIGINAL - FINANCIAL COMPONENT”, saving them all in a folder marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second password protected PDFs shall be similarly sealed duly marking the password protected PDFs as “COPY NO. \_\_\_ - ELIGIBILITY DOCUMENTS, “COPY NO. \_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_ – FINANCIAL COMPONENT” and putting them in a folder as “COPY NO. \_\_\_”, respectively. These folders containing the **original and the copies shall then be enclosed in one single folder.**
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All password protected PDFs shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
  - (d) bear the specific identification of this bidding process indicated in **ITB** Clause 1.2; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. If bids are not sealed and marked as required, the NHMFC will assume no responsibility for the misplacement or premature opening of the bid.

### D. Submission and Opening of Bids

## 21. Deadline for Submission of Bids

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

## **22. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the NHMFC, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the NHMFC.

## **23. Modification and Withdrawal of Bids**

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the NHMFC prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the NHMFC prior to the deadline prescribed for submission and receipt of bids.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for the submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.518.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

## 24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the first bids in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first password protected bid as "passed".
- 24.2. Immediately after determining compliance with the requirements in the first password protected PDF, the BAC shall forthwith open the second password protected PDF of each remaining eligible bidder which first password protected PDF was rated "passed". The second password protected PDF of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second password protected PDF of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the password protected PDF containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).

- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class “A” Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii) 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(v) by any of the joint venture partners constitutes compliance.
- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the password protected PDFs of the said failed Bidder unopened until such time that the motion for reconsideration or protest has been resolved.
- 24.8. The NHMFC shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

### **E. Evaluation and Comparison of Bids**

#### **25. Process to be Confidential**

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the **BDS** or in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the NHMFC in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

## 26. Clarification of Bids

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

## 27. Domestic Preference

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

- (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
- (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
- (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the NHMFC shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
- (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the NHMFC shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business



has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

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

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

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

### **28.2. The Lowest Calculated Bid shall be determined in two steps:**

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

- 28.3. The NHMFC's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:

- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.
- 28.5. Unless otherwise indicated in the **BDS**, the NHMFC's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value-added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

## **29. Post-Qualification**

- 29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
  - (a) Tax clearance per Executive Order 398, Series of 2005;
  - (b) Latest income and business tax returns in the form specified in the **BDS**;
  - (c) Certificate of PhilGEPS Registration;
  - (d) PNP SOSIA license/permit;
  - (e) Other appropriate licenses and permits required by law and stated in the **BDS**; and
  - (f) Certificate of Remittances (Latest) from SSS, Philhealth, and HDMF.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for an award.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the **Lowest Calculated Responsive Bid**, and recommend to the Head of the NHMFC the award of the contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the NHMFC shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.
- 29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

### **30. Reservation Clause**

- 30.1. Notwithstanding the eligibility or post-qualification of a bidder, the NHMFC reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its

capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

- 30.2. Based on the following grounds, the NHMFC reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the NHMFC, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the NHMFC's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
    - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the NHMFC.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
  - (b) All prospective bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or

- (d) The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

## **F. Award of Contract**

### **31. Contract Award**

- 31.1. Subject to **ITB** Clause 29, the NHMFC shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the NHMFC shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the NHMFC.
- 31.3. Notwithstanding the issuance of the Notice of Award, the award of contract shall be subject to the following conditions:
  - (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;
  - (b) Posting of the performance security in accordance with **ITB** Clause 33;
  - (c) Signing of the contract as provided in **ITB** Clause 32; and
  - (d) Approval by higher authority, if required.
- 31.4. At the time of the contract award, the NHMFC shall not increase or decrease the quantity of goods originally specified in the Terms of Reference.

### **32. Signing of the Contract**

- 32.1. At the same time as the NHMFC notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the NHMFC.

- 32.3. The NHMFC shall enter into a contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
  - (d) Performance Security;
  - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
  - (f) Notice of Award of Contract; and
  - (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### **33. Performance Security**

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, **it shall post performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.**
- 33.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the NHMFC in an **amount equal to five percent (5%) of the total contract price either in the form of cash, cashier's check, or manager's check payable to NHMFC.**
- 33.3. The winning bidder shall ensure that the performance bond shall be existing and binding for the entire duration of the contract.
- 33.4. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the NHMFC shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However, if no Bidder passed post-qualification, the BAC

shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

**34. Notice to Proceed**

- 34.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the NHMFC shall issue its Notice to Proceed to the Bidder.
- 34.2. The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the contract, unless otherwise specified in the **BDS**.

## Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <b><u>NATIONAL HOME MORTGAGE FINANCE CORPORATION</u></b> (hereinafter referred to as “NHMFC” for brevity)
1.2	<p>The name of the project is <b><u>Provision of Security Services</u></b></p> <p>The project entails the winning bidder to provide <b>TWENTY-NINE (29)</b> personnel for security services.</p> <p>The goods are grouped into a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
<u>2</u>	<p>The Funding Source is The Government of the Philippines (GOP), National Home Mortgage Finance Corporation.</p> <p>The Approved Budget of the Contract (ABC) is in the amount of <b>Ten Million Eight Hundred Sixty-Five Thousand Pesos (PHP 10,865,000.00) per annum</b>, inclusive of all taxes that may be imposed by the Government of the Philippines.</p>
5.1	No further instructions.
5.2	None of the circumstances mentioned in the <b>ITB</b> Clause exists in this Project. Foreign bidders, except those falling under <b>ITB</b> Clause 5.2(b) may not participate in this Project.
5.4	<p>Refer to the Instructions to Bidders.</p> <p>The Bidder must have completed, within the period specified in the Invitation to Bid and <b>ITB</b> Clause 12.1(a)(iii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>
5.5	No further instructions.
6.3	No further instructions.
7	<p>Refer to the Instructions to Bidders.</p> <p>No further instructions.</p>
8.1	Subcontracting of the contract or any part thereof is not



	allowed.
8.2	“Not applicable”
9.1	<p>A pre-bid conference for this Project will be held on 07 December 2020 at 9:30 a.m. through Zoom Application, accessible through this link: <a href="https://us02web.zoom.us/meeting/register/tZUud-uvrTgqG9J-L7BLYZeWWCQuMCD84I24">https://us02web.zoom.us/meeting/register/tZUud-uvrTgqG9J-L7BLYZeWWCQuMCD84I24</a>, or with details below:</p> <p>Meeting ID : 813 0273 3016 Passcode : 729632</p>
10.1	<p>The NHMFC’s address is:</p> <p>NATIONAL HOME MORTGAGE FINANCE CORPORATION FILOMENA BUILDING III, 104 AMORSOLO STREET, LEGASPI VILLAGE, MAKATI CITY</p> <p>Contact Person: MR MARK SUMISIM Head, BAC Secretariat <b><u><a href="mailto:nhmfc.bacsecretariat@gmail.com">nhmfc.bacsecretariat@gmail.com</a></u></b></p>
12.1	In addition to the eligibility and technical documents for submission, submit certification of no pending case with the Department of Labor and Employment (DOLE) and National Labor Relation Commission (NLRC).
12.1(a)(i)	No other acceptable proof of registration is recognized.
12.1(a)(iii)	Not Applicable.
13.1	No additional Requirements
13.2	<p>The ABC is <b>Ten Million Eight Hundred Sixty-Five Thousand Pesos (PHP 10,865,000.00) per annum</b>, inclusive of all taxes that may be imposed by the Government of the Philippines.</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>
15.4(a)(iii)	No incidental services are required.
15.4(b)	Not applicable.

15.5	Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected.
15.6	Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the NHMFC.
16.1(b)	The bid prices shall be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	Bids will be valid within one hundred twenty (120) calendar days from the date of submission and opening of bids.
18.1	<p>The bid security shall be in the following amount:</p> <p style="padding-left: 40px;">2% of the Approved Budget for the Contract in the amount of Two Hundred Seventeen Thousand Three Hundred Pesos (PHP 217,300.00) which may either be in the form of cash, cashier's check or manager's check or Bid Securing Declaration.</p>
18.2	The bid security shall be valid within one hundred twenty (120) calendar days from the date of submission and opening of bids.
18.5(a)(iv)	<p>Refer to the Instructions to Bidders.</p> <p>The additional grounds for forfeiture of bid security:</p> <ol style="list-style-type: none"> <li>1. Submission of eligibility requirements containing false information or falsified documents.</li> <li>2. Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.</li> <li>3. Allowing the use of one's name, or using the name of another for purposes of public bidding.</li> <li>4. Withdrawal of a bid, or refusal to accept an award or enter into a contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and</li> </ol>

	<p>Responsive Bid.</p> <ol style="list-style-type: none"> <li>5. Refusal or failure to post the required performance security within the prescribed time.</li> <li>6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.</li> <li>7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.</li> <li>8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.</li> <li>9. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.</li> </ol>
18.5(b)(iii)	<p>Refer to the Instructions to Bidders.</p> <p>No further instructions.</p>
20.1	<p>Refer to the Instructions to Bidders.</p> <p>No further instructions.</p>
20.3	<p>Each Bidder shall submit one (1) original copy and two (2) copies each of the Bidder's Eligibility Requirement, Technical and Financial Proposals.</p>
21	<p>The address for submission of bids is:</p> <p>MS. LOURDES C. BACANI  c/o BAC SECRETARIAT  NATIONAL HOME MORTGAGE FINANCE CORPORATION  FILOMENA BUILDING III, 104 AMORSOLO STREET LEGASPI  VILLAGE, MAKATI CITY</p> <p>The deadline for submission of bids is on 21 December 2020 at 9:30am.</p>

24.1	<p>The bid opening shall be conducted through Zoom Application accessible through this link: <a href="https://us02web.zoom.us/join/https://us02web.zoom.us/meeting/register/tZwrcOioqD4iHteYnhFn7nryKxL8saw2n9d">https://us02web.zoom.us/meeting/register/tZwrcOioqD4iHteYnhFn7nryKxL8saw2n9d</a>, or with details below:</p> <p style="text-align: center;">Meeting ID : 886 7106 5843 Passcode : 954916</p> <p>The date and time of bid opening is on 21 December 2020 at 9:30 a.m.</p>
25.1	<p>Refer to the Instructions to Bidders.</p> <p>No further instructions.</p>
27.1	<p>No further instructions.</p>
28.3	<p>The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
28.3(b)	<p>Bidders shall only be allowed to modify their bids before the opening of bids and upon written request to the BAC.</p>
28.5	<p>Refer to the Instructions to Bidders.</p> <p>No further instructions.</p>
29.2(b)	<p><i>The Bidders have the option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS).</i></p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>
29.2(d)	<p><i>PNP SOSIA license/permit required.</i></p>
32.4(g)	<p>No additional contract documents are required.</p>
34.2	<p>The effective date of the Contract is upon issuance of the Notice to Proceed.</p>

## **SECTION IV. GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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

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

- (m) The “Effective Date” of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

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

2.1. The NHMFC as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the NHMFC:

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

their participation in a procurement process, or affect the execution of a contract;

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

2.2. Further, the Funding Source, Borrower, or the NHMFC, as appropriate, will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

### **3. Inspection and Audit by the Funding Source**

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

### **4. Governing Law and Language**

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

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

### **5. Notices**

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

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

## **6. Scope of Contract**

- 6.1. The GOODS and Related Services to be provided shall be as specified in Terms of Reference
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

## **7. Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's acts, defaults, or negligence, or those of its agents, servants, or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

## **8. Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the NHMFC shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The NHMFC shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

## **9. Prices**

Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, except for any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the **SCC**.



## 10. Payment

- 10.1. Unless otherwise specified in the **SCC**, payments shall be made only upon certification by the Head of the NHMFC to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the NHMFC to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the NHMFC in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.1, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise specified in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

## 11. Advance Payment

- 11.1. An advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

## 12. Taxes and Duties

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

### **13. Performance Security**

- 13.1. Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of the Notice of Award from the NHMFC but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the NHMFC shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the NHMFC of the Certificate of Final Acceptance.
- 13.4. Unless otherwise specified in the **SCC**, the performance security may be released by the NHMFC and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the NHMFC;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the NHMFC shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

### **14. Use of Contract Documents and Information**

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the NHMFC's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the NHMFC. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the NHMFC and shall be

returned (all copies) to the NHMFC on completion of the Supplier's performance under this Contract if so required by the NHMFC.

## **15. Standards**

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

## **16. Inspection and Tests**

- 16.1. The NHMFC or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the NHMFC. The **SCC** and Terms of Reference shall specify what inspections and/or tests the NHMFC requires and where they are to be conducted. The NHMFC shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the NHMFC.
- 16.3. The NHMFC or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the NHMFC shall bear all of its costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The NHMFC may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the NHMFC, and shall repeat the test and/or inspection, at no cost to the NHMFC, upon giving notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the NHMFC or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## 17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects, and all the conditions imposed under this Contract have been fully met.
- 17.4. The NHMFC shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the NHMFC.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the NHMFC may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the NHMFC may have against the Supplier under the Contract and the applicable law.

## 18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the schedule prescribed by the NHMFC in the Terms of Reference.

- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the NHMFC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the NHMFC shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

## **19. Liquidated Damages**

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the NHMFC shall, without prejudice to its other remedies under this Contract and the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the **SCC**. Once the maximum is reached, the NHMFC shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

## **20. Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the NHMFC and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the NHMFC or the Supplier may give notice to the other party of its intention to commence an arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this

Clause shall be settled by arbitration. The arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the NHMFC shall pay the Supplier any monies due to the Supplier.

## **21. Liability of the Supplier**

- 21.1. Subject to additional provisions, if any, set forth in the **SCC**, the Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 21.2. Except in cases of criminal negligence or willful misconduct, and the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the NHMFC shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the NHMFC in writing of such condition and the cause thereof. Unless otherwise directed by the NHMFC in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

23.1. The NHMFC shall terminate this Contract for default when any of the following conditions attend its implementation:

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

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

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

## **24. Termination for Insolvency**

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

## 25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the NHMFC may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the NHMFC at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as the purchase of raw materials for goods specially manufactured for the NHMFC which cannot be sold in an open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity.

## 26. Termination for Unlawful Acts

- 26.1. The NHMFC may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1 (a);
  - (b) Drawing up or using forged documents;
  - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and



(d) Any other act analogous to the foregoing.

## **27. Procedures for Termination of Contracts**

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the NHMFC shall terminate this Contract only by written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the NHMFC, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the NHMFC a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the NHMFC shall issue an order terminating this Contract;
- (e) The NHMFC may, at any time before the receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject to the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the NHMFC shall decide whether or not to terminate this Contract. It shall serve a written notice to the

Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

(g) The Head of the NHMFC may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the NHMFC; and

(h) The Supplier must serve a written notice to the NHMFC of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the NHMFC.

## **28. Assignment of Rights**

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

## **29. Contract Amendment**

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

## **30. Application**

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

## V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <b><u>NATIONAL HOME MORTGAGE FINANCE CORPORATION</u></b> (hereinafter referred to as “NHMFC” for brevity)
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is The Government of the Philippines – National Home Mortgage Finance Corporation.
1.1(k)	The Project Site is at National Home Mortgage Finance Corporation.
5.1	The Procuring Entity’s address for Notices is:  Mr. Mark Natalio Sumisim NHMFC-BAC Secretariat Filomena Building 104 Amorsolo Street Legaspi Village, Makati City <a href="mailto:nhmfc.bacsecretariat@gmail.com">nhmfc.bacsecretariat@gmail.com</a>
6.2	Please refer to the Terms of Reference.
9	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A.
10.1	No further instructions.
10.4	No further instructions.
13.1	No further instructions.
13.4	No further instructions.
13.4(c)	No further instructions.
16.1	None.
17.4 and 17.5	NHMFC has the right to require the winning bidder to replace any of its personnel due to unsatisfactory performance and other causes that NHMFC may deem necessary at any time during the duration of the contract. The winning Bidder must replace the personnel concerned within twenty-four (24) hours from notice.
19.1	The applicable rate is one-tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.  The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the cumulative amount of liquidated damages

	reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.
20.4	In the case of a dispute between the NHMFC and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
21.1	"No additional provision."

## **VI. SECURITY PLAN**

### **I. INTRODUCTION**

A Security Plan is a long-term plan or approach to safeguard the life and property in any organization. However, it must be flexible and should adapt with the changing times and needs of the organization. Hence, it should be continuously revised and modified as circumstances dictate to effectively assure the safety of personnel and property from unlawful intrusion and bodily harm.

### **II. PURPOSE/ OBJECTIVES**

The NHMFC Security Plan seeks to define the functions and responsibilities of the Security Services Agency and guidelines on how the plan shall be carried out/ implemented by said Security Agency and its security officers/ personnel.

A. Protection of life and property

B. Maintenance of Peace and Order

C. Establish continuous communication with the NHMFC officials on matters concerning security of its employees, visitors and clientele and other matters which require their attention.

### **III. AREA OF SECURITY**

A. Head Office – Filomena Building III, 104 Amorsolo St., Legaspi Village, Makati City

Considering that manpower security protection cannot possibly cover the entire area, a CCTV camera should be installed at every entrance point from ground to the 5<sup>th</sup> Floor and other strategic places within NHMFC premises. In Addition, three (3) shall be installed at the Cash Division (Teller Counter), one (1) at the Securities and Mortgage Custodianship Division entrance and one (1) at the EDP room entrance.

More importantly, the CCTV monitoring set should be placed at the Information Counter and fitted with a VHS recorder to scan and record people movement/activities from 8:00 a.m. – 5:00 p.m. daily at the Teller Area. Daily recording of activities should not be erased and shall be made available when untoward incidents occur. For better coordination, extra monitors shall be hooked to this monitoring set at the Office of the Chief of Division, General Services Division.

The task of building security is done by the Rome V. Venturina Security Services Inc. (RVVSSI) hired by the management of Filomena Building.

**Taguig Warehouse** – houses the corporate records and loan and mortgage documents. It is located at the 2<sup>nd</sup> floor, VFP-MDC Building I, Veterans Center, Taguig, West Bicutan, NCR.

The Security guard shall maintain a logbook of incoming and outgoing personnel, visitors, and equipment.

B. Luzon Satellite Offices: Performs accounts servicing including collection of amortization and depositing such to the accredited collecting bank.

Laguna – 2/F Lennox Bldg., Barrio Tagapo, Sta. Rosa Laguna  
Imus, Cavite – 2/F, LDB Bldg., Tanzang Luma 2, City of Imus, Cavite

C. Visayas Region : Operates as a mini NHMFC whose functions include account servicing, collection, and processing of borrower's requests

Satellite Offices:

1. Bacolod City Office – Unit 12-14, 2<sup>nd</sup> Floor, St. Francis Centre, Araneta St., Singang, Bacolod City
2. Cebu City Office – Room 101, No. 57 Machay Building, Gorordo Avenue, Cebu City

D. Mindanao Region – operates as a mini NHMFC whose functions include accounts servicing, collection and processing of borrower's requests.

1. Davao City Office – Room 1-H, Anda Corporate Center, F. Inigo St., Davao City;
2. Cagayan de Oro City Office – Mezzanine Floor, Consuelo Bldg., Corrales Avenue, Cagayan de Oro City
3. General Santos City Office – 2<sup>nd</sup> Floor, RD Bldg., Magsaysay Ave., corner Salazar St., General Santos City

#### **IV. DUTIES AND FUNCTIONS OF SECURITY PERSONNEL**

A. **Detachment Commander** should be assigned to act as head of the security force unit. He shall oversee the activities of the security and personnel and ensure that all tasks are performed/carried out smoothly and orderly by the

security personnel. He shall also act as the representative of the security agency for NHMFC.

## B. Security Guards

- 1) Protection of the entire work area occupied by National Home Mortgage Finance Corporation (NHMFC) against unauthorized intrusion internal and external commotion.
- 2) Safeguarding lives and properties within the designated area of responsibility.
- 3) Check, search, entertain and assist customers and visitors who are entering NHMFC premises.
- 4) Full alert in assisting cash withdrawal in Cash Division area/Teller's area.
- 5) Maintain official log book and record of dispatchers of vehicles, complaints, customer names, issuances and receiving of security equipment and properties, IN and OUT of NHMFC properties and facilities, etc.
- 6) Receive and countersign NHMFC employees time cards.
- 7) Receive incoming calls pertaining to official transactions of NHMFC.
- 8) Conduct formation, briefing instructions, inspection of guards before they proceed to their respective post.
- 9) Implementation of NHMFC – Standard Operating Procedures (SOP).
- 10) Submit report on all events happened inside NHMFC premises.
- 11) Conduct round up inspection to check that all guards on duty are performing their functions.
- 12) Full assistance to the Detachment Commander to conduct intelligence work regarding bad elements of sabotage to NHMFC management.
- 13) Conduct investigation concerning breach of security by any person within the NHMFC premises including the commission of crime and submits a report on the results thereof.
- 14) After office hours, conduct routine patrol or inspection of the building and report unusual activities or threat to security to the head guard of Shift-in-Charge. Record all employees rendering overtime services and all other personnel who are still in the building after office hours.
- 15) Ensure that all doors and windows of the different floors are secured and all electrical connections and lights are disengaged or turned off. Before the start of office hours, inspects the area for any sign of forced entry.
- 16) Assist the Land Bank security personnel in safeguarding the pick-up from the NHMFC- Head Office to deposit its collection.
- 17) Escort NHMFC regional collection officers in depositing their daily collections.
- 18) Provide security in the withdrawals of Transfer Certificate of Title (TCTs) and other mortgage loan documents by Custodianship Division personnel from Taguig Warehouse to Head Office.
- 19) Assist in the implementation of NHMFC rules and regulations such as wearing of prescribed uniforms and identification cards.

20) Perform such other duties which the Corporation may assign from time to time.

## **V. CONTROL MEASURES**

Control measures involving the movement of personnel, vehicles and properties shall be strictly observed and implemented with no exception and if ever there are, such exceptions must be properly defined and documented in order to establish responsibilities of all concerned.

### **A. Identification and Control**

1. Organic Personnel – For areas inside the NHMFC premises that are considered restricted such as the Cash Management and Custodianship areas, employees must wear NHMFC ID card for proper identification of NHMFC personnel. Under the system, the authority of the ID card holder can easily be determined by the security guards, whether the employee can be allowed access to any restricted area or not.

The security guard shall log all personnel coming in and out of the restricted area.

2. Visitors and Guests – As a matter of standard operation practice, the security guard shall first seek clearance from the employee being visited before visitors/guests are allowed to enter. Once clearance has been secured from the employee, the guard shall issue a Visitor ID in exchange for the visitor's valid ID card. After the visit, the visitor's ID shall be surrendered to the guard, and the visitor's personal ID shall be returned.
3. Contractor – All current and future contractors shall be required to submit a pre-listing of workers to be assigned to the job inside the NHMFC premises and housing sites for the issuance of Visitor's/Contractor's ID upon the final approval of the authorized/designated NHMFC official.
4. Vendors- These individuals shall not be allowed entry inside the premises. For establishments who wish to sell their products during lunch break, a written approval from the Manager of Corporate Planning, EDP and GSD Department shall be presented to the guard on duty.



## **B. Personnel Access**

1. Areas inside premises classified by NHMFC Management as “restricted” shall not be permitted to be accessed by any person including NHMFC employees other than the employees assigned on the said department/division. Only personnel with written authorization from the duly designated official addressed to the security can enter the area.
2. Non-restricted areas can be accessed thru presentation of any of the following:

NHMFC employees – ID cards issued by HRD

Agency Hired - ID cards issued by Agency

Visitors/clients - Generally accepted form of identification such as passport, driver’s license, ID cards issued by SSS, GSIS, BIR, Comelec, Postal Office, company ID or other similar identification form shall be considered.

Contractors - Contractors must possess at all times, their Work Order slip; display their company ID card and, if applicable, must also wear their company uniform.

## **C. Collection Handling and Control**

Considered to be one of the most important facet of the Corporation’s activities that should not be hampered is the transfer of daily collection from the Head and Regional/Satellite offices to the depository banks.

1. Head Office – this poses little risk, if at all, since daily collection is picked up by the depository bank escorted by its security personnel in armored vehicle. Further, risk is reduced to a minimum because the distance between the NHMFC main entrance and the armored vehicle is only 4 to 5 meters. The NHMFC security guards shall complement the needed security provided by the depository bank.

2. Satellite/Desk Offices – in some offices, the daily collection is picked up by the depository bank escorted by its own security personnel in an armored vehicle.

However, there are offices where the daily collection is deposited by the satellite/desk head or authorized representatives escorted by their own security guard/s. in cases like these, the security personnel should ensure that both NHMFC personnel and the collection to be deposited are protected and reaches the depository bank safely.

#### **D. Control of Incoming and Outgoing Supplies and Equipment**

1. No office supplies and equipment shall be allowed to be brought out of the premises without corresponding Gate Pass duly approved by a designated officer. Copy of the Gate Pass shall be given to the guard on duty who in turn checks that only those items appearing in the Gate Pass are taken out of the premises.
2. The Guard on duty shall log all movement of equipment to be transferred/brought in from one floor to another.
3. Supplies and equipment delivered to NHMFC shall be physically inspected by the security guard to forestall possible sabotage/hazards.

#### **E. Vehicle Control**

1. Secures lay-out of parking area and sees to it that vehicles are -parked in their designated area/space.
2. Maintains logbook on the arrival and departure of vehicles both company owned and privately owned.
3. Inspects vehicle entering and leaving premises.
4. Requires drivers to present Trip Ticket of outgoing vehicles duly signed by approving officer.
5. Safeguards and protects vehicle from pilferage of accessories.
6. Directs and controls traffic flow in the parking area.
7. Ensures that car key is surrendered by the driver to the Guard on duty.

#### **VI. EMERGENCY AND DISASTER RESPONSE PROCEDURES**

The security personnel should be able to effectively and timely respond to emergency situations. They should be able to implement a contingency plan in situations needing immediate action/response such as, fire, earthquake, theft, burglary, hostage situation, bomb threat, among others.

**VII. NUMBER OF SECURITY PERSONNEL/ AREA OF DEPLOYMENT/ TYPES OF FIREARMS, EQUIPMENT**

**A. Number and Deployment**

<b>Area of Deployment</b>	<b>No. of Guards</b>	<b>Man-Hour</b>	<b>Man-Days</b>	<b>Remarks</b>
Basement	2	8	Monday-Friday	Excluding Holidays
Ground Floor				
Ground Entrance	1	12	Monday-Sunday	Including Holidays
Information Counter	2	12	Monday-Sunday	Including Holidays
Teller	1	12	Monday-Friday	Excluding Holidays
DCCO/ Teller Entrance	1	8	Monday-Friday	Excluding Holidays
Second Floor	1	8	Monday-Friday	Excluding Holidays
Third Floor	2	12	Monday-Sunday	Including Holidays
Fourth Floor	1	8	Monday-Friday	Excluding Holidays
Fifth Floor	1	12	Monday-Friday	Including Holidays
Close-In-Guard	1	12	Monday-Saturday	Including Holidays
Escort (Taguig Warehouse/Vault)	1	8	Monday-Friday	Excluding Holidays
Roving	1	8	Monday-Friday	Excluding Holidays
Detachment Commander	1	12	Monday-Sunday	Including Holidays
Taguig Warehouse	2	12	Monday-Sunday	Including Holidays
Cavite Satellite Office	2	12	Monday-Friday	Including Holidays
	1	8	Monday-Sunday	Including Holidays
Laguna Satellite Office	1	8	Monday-Friday	Including Holidays
	1	12	Monday-Sunday	Including Holidays
Bacolod Office	1	12	Monday-Friday	Including Holidays
Cebu Office	1	12	Monday-	Including

			Saturday	Holidays
Davao Office	1	12	Monday-Saturday	Including Holidays
Cagayan de Oro Office	1	12	Monday-Saturday	Including Holidays
General Santos Office	1	12	Monday-Saturday	Including Holidays
Oroquieta City	1	12	Monday-Sunday	Including Holidays
<b>Total</b>	<b>24</b>			

### **B. Firearms**

<b>Location</b>	<b>9MM</b>	<b>12 Gauge Shotgun</b>
Head Office	11	4
Taguig Warehouse		1
Imus, Cavite	2	1
Sta. Rosa, Laguna	1	1
Bacolod		1
Cebu		
Davao		
Cagayan de Oro		
General Santos		
<b>TOTAL</b>	<b>14</b>	<b>8</b>

### **C. Communications Equipment**

Hand held radio	- 18 units
Reserved Battery Pack	- 9 units
Battety Charger	- 7 units

### **D. Other Equipment**

Flashlight (for each guard)	- 24
Metal Detector	- 22
Traffic Vest	- 2
Whistle (for each guard)	- 24
Night stick (for each guard)	- 24
Tear Gas (for each guard)	- 24
Heavy Duty Flashlight	- 1
Under Chassis Mirror	- 1

**CHECKLIST OF ELIGIBILITY AND  
TECHNICAL DOCUMENTS**

**PROVISION OF SECURITY SERVICES**

**(PASSWORD PROTECTED PDF # 1)**

**NATIONAL HOME MORTGAGE FINANCE CORPORATION**

**Project** : **PROVISION OF SECURITY SERVICES**  
**Location** : Filomena Building III, 104 Amorsolo Street  
 Legaspi Village, Makati City

**CHECKLIST OF ELIGIBILITY DOCUMENTS**

**NAME OF BIDDER:** \_\_\_\_\_

	<b>Form No.</b>	<b>Name of Document</b>	<b>Remarks</b>
<input type="checkbox"/>		Certified True Copy (validated by concerned government agency) of SEC Articles of Incorporation or Partnership and By-Laws; DTI Registration that the prospective bidder is in the photocopying services	
<input type="checkbox"/>		PhilGEPS Certificate of Registration / Membership	
<input type="checkbox"/>		<b>Valid Mayor’s permit issued by the City or Municipality where the principal place of business of the prospective bidder is</b>	
<input type="checkbox"/>		Tax Clearance per E.O. 398,s 2005 as finally reviewed and approved by the BIR	

<b>Name of Evaluator :</b>	
<b>RECOMMENDATION</b>	<b>(PASS/FAIL)</b>

**NATIONAL HOME MORTGAGE FINANCE CORPORATION**

**Project** : **PROVISION OF SECURITY SERVICES**  
**Location** : 3rd Floor, Filomena Building III, 104 Amorsolo Street  
 Legaspi Village, Makati City

**CHECKLIST OF TECHNICAL PROPOSAL DOCUMENTS**

NAME OF BIDDER : \_\_\_\_\_

<b>The Technical Component shall contain the following:</b>			
	<b>Form No.</b>	<b>Name of Document</b>	<b>Remarks</b>
<input type="checkbox"/>	TPF 1	Technical Proposal Submission Form	
<input type="checkbox"/>	TPF 2	Details of Technical Proposal	
<input type="checkbox"/>	TPF 3	List / Statement of Similar Completed / On-Going Projects, including Contracts, Awarded but Not Yet Started	
<input type="checkbox"/>	TPF 4	Single Largest Completed Contract (SLCC)	
<input type="checkbox"/>	TPF 5	Schedule of Requirements	
<input type="checkbox"/>		Security Plan	
<input type="checkbox"/>		Conformity with Terms of Reference	
<input type="checkbox"/>		Omnibus Sworn Statement	
<input type="checkbox"/>		Special Power of Attorney	
<input type="checkbox"/>		Authority of Signatory – Secretary’s Certificate	
<input type="checkbox"/>		Audited Financial Statements, stamped “Received” by BIR or its duly accredited/ authorized institutions for the calendar years 2018 and 2019	
<b>Name of Evaluator:</b>			
<b>RECOMMENDATION (Pass/Fail)</b>			

**List / Statement of Similar Completed / On-Going Projects  
including Contracts Awarded but Not Yet Started**

**List of Government and Private Contracts, within the past four (4) years.**

Name of Entity : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

<b>Name and Location of Project</b>	<b>Description of the Project</b>	<b>Classification (Government / Private)</b>	<b>Date of Contract</b>	<b>Type of Services</b>	<b>Amount of Contract</b>	<b>Contract Duration (in months)</b>

Attachments (At least two (2) supporting documents as proof )

1. Notice of Award and Notice to Proceed; or
2. Purchase Order or Contract Agreement or Job Order.

Submitted by:

Name of Representative of Bidder

Position

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



**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)  
WHICH IS SIMILAR IN NATURE**

**Completed Government / Private Contract, within the past four (4) years.**

Name of Entity : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

<b>Name and Location of Project</b>	<b>Description of the Project</b>	<b>Classification (Government / Private)</b>	<b>Date of Contract</b>	<b>Type of Services</b>	<b>Amount of Contract</b>	<b>Contract Duration (in months)</b>

Attachment:

Certificate of satisfactory completion issued by the client  
(in letterhead form).

Submitted by:

Name of Representative of Bidder  
Position  
 Date: \_\_\_\_\_

**REPUBLIC OF THE PHILIPPINES )**  
**CITY OF \_\_\_\_\_ ) S.S.**  
**x-----x**

**BID-SECURING DECLARATION**

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

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

I/We<sup>2</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration if I/we have committed any of the following actions:

(i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or

(ii) Fail or refuse to accept the award and enter into a contract or perform any and all acts necessary to the execution of the contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.

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;

(c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid<sup>4</sup>, and I/we have furnished the performance security and signed the Contract.

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

**[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]**

**[Insert signatory's legal capacity]**

Affiant

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, [date issued], [place issued]

IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.

**TECHNICAL PROPOSAL SUBMISSION FORM**

**[Date]**

**LOURDES C. BACANI**

Chairman

Bids and Awards Committee

**NATIONAL HOME MORTGAGE FINANCE CORPORATION**

3rd Floor, Filomena Building

104 Amorsolo Street, Legaspi Village

Makati City

Dear Madam:

We, the undersigned, offer to supply the requirement of the National Home Mortgage Finance Corporation for the **PROVISION OF SECURITY SERVICES** in accordance with your bidding documents dated [insert date]. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate password protected PDF.

If negotiations are held during the period of bid validity, *i.e.*, before [insert date], we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

We acknowledge and accept the National Home Mortgage Finance Corporation's right to inspect and audit all records relating to our Bid irrespective of whether or not we enter into a contract with the National Home Mortgage Finance Corporation as a result of this Bid.

We understand that you are not bound to accept any Bid received for the selection of a bidder for the Project.

Very truly yours,

Authorized Signature:

Name and Title of Signatory

Name of Firm:

Address:

**DETAILS OF THE TECHNICAL PROPOSAL**

**A. Number and Deployment**

Area of Deployment	Number	Man-Hours	Man-Days	Holidays	Proposal
1. NHMFC Head Office – Filomena Bldg. Amorsolo St. Legaspi Village, Makati City	-	-	-	-	
Basement	2	8	Mon-Fri	Excluded	
Ground Entrance (7am – 7 pm)	1	12	Mon-Sun	Included	
Information Counter (7am – 7pm / 7pm- 7 am)	2	12	Mon-Sun	Included	
Teller (7am – 7 pm)	1	12	Mon-Fri	Excluded	
Custodianship / Teller Entrance	1	8	Mon-Fri	Excluded	
Second Floor	1	8	Mon-Fri	Excluded	
Third Floor (7am – 7pm / 7pm- 7 am)	2	12	Mon-Sun	Included	
Fourth Floor	1	8	Mon-Fri	Excluded	
Fifth Floor	1	8	Mon-Fri	Excluded	
Roving Guard	1	8	Mon-Fri	Excluded	
Escort Guard (Taguig Warehouse / Vault)	1	8	Mon-Fri	Excluded	
Taguig Warehouse VFP MDC Bldg., Veterans Center, Taguig City (7am – 7pm / 7pm- 7 am)	2	12	Mon-Sun	Included	
Detachment Commander (7am – 7 pm)	1	12	Mon-Sun	Included	
Regional					
2. Cavite Satellite Office – 2 <sup>nd</sup> Floor, LDB Bldg. E. Aguinaldo Hi-way, Tanzang Luma II, Imus City, Cavite (7am – 7pm / 7pm- 7 am)	1	8	Mon -Fri	Excluded	
	2	12	Mon-Sun	Included	
3. Laguna Satellite Office – 2 <sup>nd</sup> Flr. Robinson Mall, National Highway, Sta Rosa, Laguna (7am – 7 pm)	1	8	Mon -Fri	Excluded	
	1	12	Mon-Sun	Included	
4. NHMFC Bacolod Unit 12-14, 2 <sup>nd</sup> Flr. Saint Francis Center, Araneta St.,	1	12	Mon- Fri	Excluded	

Bacolod City (7am – 7 pm)					
5. NHMFC Cebu Room 101, No. 57 Machay Bldg. Gorordo Ave., Cebu City (7am – 7 pm)	1	12	Mon- Fri	Excluded	
6. NHMFC General Santos 2 <sup>nd</sup> Flr. RD Bldg. Magsaysay Ave., Salazar St., General Santos City (7am – 7 pm)	1	12	Mon- Fri	Excluded	
7. NHMFC Davao City Room 1-H Anda Corporate Center, Anda St., Davao City (7am – 7 pm)	1	12	Mon- Fri	Excluded	
8. NHMFC Cagayan De Oro Mezzanine Flr., Consuelo Bldg., Cagayan De Oro City (7am – 7 pm)	1	12	Mon- Fri	Excluded	
9. The Mango Lane @ Villa Garcia Purok 1, Brgy. Mobod, Oroquieta City, Misamis Occidental (7am – 7pm / 7pm- 7 am)	2	12	Mon-Sun	Included	
Total	29				

#### A. Firearms

Location	9mm (short firearm)	12 Ga. Shotgun (long firearm)	Proposal
Head Office	12	2	
Taguig City Warehouse		1	
Imus, Cavite	1	1	
Sta Rosa, Laguna	1	1	
Cebu City	1		
Bacolod City	1		
Davao City	1		
General Santos City		1	
Cagayan De Oro City		1	
Oroquieta City, Mis. Occ.		1	
TOTAL	17	8	

**B. Communication Equipment**

Equipment	Units	Proposal
Hand-Held Radio	16	
Reserved Battery Pack	12	
Battery Charger	8	
Mobile phones	12	

**C. Other Equipment/Items**

	Units	Proposal
Closed-Circuit Television Cameras	25	
Flashlight (for each guard)	29	
Digital Camera	2	
Metal Detector	12	
Traffic Vest	12	
Whistle (for each guard)	29	
Baton sticks	16	
First-aid kit (for each guard)	29	
Handcuffs	8	
Note pad and pen	29	
Register Books	12	
Under Chassis Mirror	1	
Heavy-Duty Flashlights	2	

**SCHEDULE OF REQUIREMENTS**

**TPF 5**

**A. Number and Deployment**

Area of Deployment	Number	Man-Hours	Man-Days	Holidays	Statement of Compliance (Comply or Not Comply)
1. NHMFC Head Office – Filomena Bldg. Amorsolo St. Legaspi Village, Makati City	-	-	-	-	
Basement	2	8	Mon-Fri	Excluded	
Ground Entrance (7am – 7 pm)	1	12	Mon-Sun	Included	
Information Counter (7am – 7pm / 7pm- 7 am)	2	12	Mon-Sun	Included	
Teller (7am – 7 pm)	1	12	Mon-Fri	Excluded	
Custodianship / Teller Entrance	1	8	Mon-Fri	Excluded	
Second Floor	1	8	Mon-Fri	Excluded	
Third Floor (7am – 7pm / 7pm- 7 am)	2	12	Mon-Sun	Included	
Fourth Floor	1	8	Mon-Fri	Excluded	
Fifth Floor	1	8	Mon-Fri	Excluded	
Roving Guard	1	8	Mon-Fri	Excluded	
Escort Guard (Taguig Warehouse / Vault)	1	8	Mon-Fri	Excluded	
Taguig Warehouse VFP MDC Bldg., Veterans Center, Taguig City (7am – 7pm / 7pm- 7 am)	2	12	Mon-Sun	Included	
Detachment Commander (7am – 7 pm)	1	12	Mon-Sun	Included	
<b>Regional</b>					
2. Cavite Satellite Office – 2 <sup>nd</sup> Floor, LDB Bldg. E. Aguinaldo Hi-way, Tanzang Luma II, Imus City, Cavite (7am – 7pm / 7pm- 7 am)	1	8	Mon -Fri	Excluded	
	2	12	Mon-Sun	Included	
3. Laguna Satellite Office – 2 <sup>nd</sup> Flr. Robinson Mall, National Highway, Sta Rosa, Laguna (7am – 7 pm)	1	8	Mon -Fri	Excluded	
	1	12	Mon-Sun	Included	
4. NHMFC Bacolod Unit 12-14, 2 <sup>nd</sup> Flr. Saint	1	12	Mon- Fri	Excluded	



Francis Center, Araneta St., Bacolod City (7am – 7 pm)					
5. NHMFC Cebu Room 101, No. 57 Machay Bldg. Gorordo Ave., Cebu City (7am – 7 pm)	1	12	Mon- Fri	Excluded	
6. NHMFC General Santos 2 <sup>nd</sup> Flr. RD Bldg. Magsaysay Ave., Salazar St., General Santos City (7am – 7 pm)	1	12	Mon- Fri	Excluded	
7. NHMFC Davao City Room 1-H Anda Corporate Center, Anda St., Davao City (7am – 7 pm)	1	12	Mon- Fri	Excluded	
8. NHMFC Cagayan De Oro Mezzanine Flr., Consuelo Bldg., Cagayan De Oro City (7am – 7 pm)	1	12	Mon- Fri	Excluded	
9. The Mango Lane @ Villa Garcia Purok 1, Brgy. Mobod, Oroquieta City, Misamis Occidental (7am – 7pm / 7pm- 7 am)	2	12	Mon-Sun	Included	
Total	29				

**A. Firearms**

Location	9mm (short firearm)	12 Ga. Shotgun (long firearm)	Statement of Compliance (Comply or Not Comply)
Head Office	12	2	
Taguig City Warehouse		1	
Imus, Cavite	1	1	
Sta Rosa, Laguna	1	1	
Cebu City	1		
Bacolod City	1		
Davao City	1		
General Santos City		1	
Cagayan De Oro City		1	
Oroquieta City, Mis. Occ.		1	
TOTL	17	8	

**B. Communication Equipment**

Equipment	Units	Statement of Compliance (Comply or Not Comply)
Hand-Held Radio	16	
Reserved Battery Pack	12	
Battery Charger	8	
Mobile phones	12	

**C. Other Equipment/Items**

	Units	Statement of Compliance (Comply or Not Comply)
Closed-Circuit Television Cameras	25	
Flashlight (for each guard)	29	
Digital Camera	2	
Metal Detector	12	
Traffic Vest	12	
Whistle (for each guard)	29	
Baton sticks	16	
First-aid kit (for each guard)	29	
Hand cuffs	8	
Note pad and pen	29	
Register Books	12	
Under Chassis Mirror	1	
Heavy Duty Flashlights	2	

Minimum Qualifications	Statement of Compliance (Comply or Not Comply)
<p>Bidder must:</p> <ol style="list-style-type: none"> <li>1. have been engaged in business for at least five (5) years;</li> <li>2. be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO), Inc. in good and active standing with proper operating permits (licensed by PNP-SOSIA) and statutory requirements.</li> <li>3. be capable of providing at least 29 security personnel (including security head/unit commander);</li> <li>4. be capable of deploying security personnel as specified in the above-mentioned place of assignment;</li> <li>5. have the financial capability to advance the compensation (e.g. wages, overtime, additional benefits) of security agency personnel in relation to their assignment with NHMFC for at least three (3) months.</li> <li>6. Must not have any pending case with the Department of Labor and Employment and the National Labor Relation Commission (NLRC)</li> </ol>	

## OMNIBUS SWORN STATEMENT

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**REPUBLIC OF THE PHILIPPINES )**  
**CITY/MUNICIPALITY OF \_\_\_\_\_ ) s.s.**

### AFFIDAVIT

I, (name of affiant), of legal age, (civil status), (nationality), and residing at (address of affiant), after having been duly sworn to in accordance with the law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor of (Name of Bidder) with office address at (Address of Bidder);

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

2. Select one, delete the other;

If a sole proprietorship: As the owner and sole proprietor of (Name of Bidder), I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for (Name of the Project) of the (Name of the Procuring Entity);

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the (Name of Bidder) in the bidding as shown in the attached (state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture));

3. (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, officers, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. (Name of Bidder) that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. (Name of Bidder) is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. Select one, delete the rest:

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

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

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

7. (Name of Bidder) complies with existing labor laws and standards; and
8. (Name of Bidder) is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the (Name of the Project).

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hands this \_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
*[Bidder's Representative/ Authorized Signatory]*

**SPECIAL POWER OF ATTORNEY**

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

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

\_\_\_\_\_  
Affiant

Signed in the Presence of:

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) SS.

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

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

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

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

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

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

**SECRETARY'S CERTIFICATE**

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

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

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

RESOLVED, that \_\_\_\_\_ be, as it hereby is, authorized to participate in the bidding of \_\_\_\_\_ by the National Home Mortgage Finance Corporation; and that if awarded the project shall enter into contract with the National Home Mortgage Finance Corporation; and in connection therewith hereby appoint \_\_\_\_\_ acting as duly authorized and designated representatives of \_\_\_\_\_, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ in the bidding as fully effectively as the \_\_\_\_\_ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the \_\_\_\_\_ hereby authorizes its President to:

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



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

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

**ACKNOWLEDGMENT**

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
affiant exhibited to me his/her \_\_\_\_\_ issued on  
at \_\_\_\_\_, Philippines.

Notary Public

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

**NATIONAL HOME MORTGAGE FINANCE  
CORPORATION**

**CHECKLIST FOR FINANCIAL PROPOSAL  
DOCUMENTS**

**FOR**

**PROVISION OF SECURITY SERVICES**

**(PASSWORD PROTECTED PDF # 2)**

**NATIONAL HOME MORTGAGE FINANCE CORPORATION**

Project : **PROVISION OF SECURITY SERVICES**

Location : Filomena Building III, 104 Amorsolo Street  
Legaspi Village, Makati City

**CHECKLIST OF FINANCIAL PROPOSAL DOCUMENTS**

NAME OF BIDDER : \_\_\_\_\_

<b>The Financial Component shall contain the following:</b>			
	<b>Form No.</b>	<b>Name of Document</b>	<b>Pass/ Fail</b>
<input type="checkbox"/>	FPF 1	Financial Proposal Submission Form	
<input type="checkbox"/>	FPF 2	Details of Financial Bid Proposal	
<input type="checkbox"/>		Computation of Net Financial Contracting Capacity (NFCC) or submission of Credit Line From Universal or Commercial Bank, if awarded the contract	

<b>Name of Evaluator:</b>	
<b>RECOMMENDATION (Pass/Fail)</b>	

**FPF 1**

**FINANCIAL PROPOSAL SUBMISSION FORM**

**[/Date]**

**MS. LOURDES C. BACANI**

Chairman

Bids and Awards Committee

NATIONAL HOME MORTGAGE FINANCE CORPORATION

3rd Floor Filomena Building

104 Amorsolo Street, Legaspi Village

Makati City

**Dear Ms. Bacani:**

We, the undersigned, offer to provide the services for National Home Mortgage Finance Corporation (NHMFC) for the **Provision of Security Services** in accordance with your Bidding Documents dated *[insert date]* and our Bid (Technical and Financial Proposals). Our Financial Proposal is for the sum of *[amount in words and figures]*, inclusive of all taxes and other charges.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the bid validity period, *i.e., [Date]*.

In accordance with the "Terms of Reference" (TOR), we acknowledge and accept the National Home Mortgage Finance Corporation's right to inspect and audit all records relating to our Bid irrespective of whether we enter into a contract with NHMFC as a result of this Bid.

We confirm that we have read, understood, and accept the contents of the Terms of Reference (TOR), the provisions relating to the eligibility of bidder and the applicable guidelines for the procurement rules of the Funding Source, any and all Bid bulletins issued and other attachments and inclusions included in the Bidding Documents sent to us.

We understand you are not bound to accept any Bid you received for the selection of the supplier for the project.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**FPF 2**

**Details of Financial Bid**

Area Deployment	NCR / Cavite / Laguna / Cebu / Bacolod / Davao / General Santos City / CDO / Oroquieta
Working Days	M-F / M-S
No. of Working Hours (Deployment)	8 hrs / 12 hrs
Time	8:00am -5:00 pm / 7:00 am – 7:00 pm / 7:00 pm -7:00 am
No. of Security Guards	
Daily Minimum Wage ("W")	
COLA Per Day	
Ave. Monthly Wage	
Night Differential	
Overtime Pay	
Cost of Uniform	
Cost of Living Allowance	
DIRECTLY TO THE GUARD	
Retirement Pay ("w" x 22.5 / 12)	
SSS Premium	
PhilHealth Contribution	
State Insurance Fund	
Pag-IBIG Contribution	
EMPLOYER'S SHARE TO GOV'T IN FAVOR OF THE GUARD	
TO GUARD & GOVERNMENT	
ADMIN & OPN OVERHEAD & MARGIN	
TOTAL AMOUNT BEFORE TAX	
Value Added Tax (12%)	
TOTAL BILL PER MONTH PER GUARD	
No. of Months	
TOTAL BID PRICE FOR ONE (1) YEAR	

