



REPUBLIC OF THE PHILIPPINES  
**COURT OF TAX APPEALS**  
QUEZON CITY

**Bids and Awards Committee 1**

**BIDDING DOCUMENTS**

**Bid Project No. CTA BAC1-2022-02**  
**Procurement of Security Services in the**  
**CTA Compound for Three (3) Years**

**(Re-Bidding)**

**April 12, 2022**

**Court of Tax Appeals (CTA)**  
**Agham Road, National Government Center, Diliman,**  
**1101 Quezon City, Metro Manila**

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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



Republic of the Philippines  
**COURT OF TAX APPEALS**  
Quezon City

**INVITATION TO BID FOR BID PROJECT NO. CTA BAC1-2022-02**  
**Procurement of Security Services**  
**in the CTA Compound for Three (3) Years**

1. The *Court Of Tax Appeals* (CTA) intends to apply the sum of **TWENTY-FIVE MILLION FIVE HUNDRED THOUSAND PESOS ONLY (PhP25,500,000.00)**,<sup>1</sup> *inclusive of all applicable government taxes*, to payments under the Contract/s for Bid Project No. CTA BAC1-2022-02, Procurement of Security Services in the CTA Compound for Three (3) Years.

The Approved Budget for the Contract (ABC) for the first year only is **EIGHT MILLION FIVE HUNDRED THOUSAND PESOS ONLY (PhP8,500,000.00)**, *inclusive of all applicable government taxes*.

All bid prices for the duration of three (3) years shall be fixed and shall not be adjusted during contract implementation, unless allowed by the relevant laws or rules.

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

2. The CTA now invites bids for the above Procurement Project. Delivery of the Goods is required on June 6, 2022 or as specified in the Notice to Proceed. Bidders should have completed, within the past five (5) years reckoned from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible Bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders (ITB).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the CTA Bids and Awards Committee 1 (BAC 1) Secretariat and inspect the Bidding Documents at the address given below during weekdays from 9:00 a.m. to 3:00 p.m., subject to the condition that

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<sup>1</sup> As project cost for three (3) years Contract under Multi-Year Obligational Authority.



the CTA is physically open. The prospective bidders must comply with existing CTA Health Protocol to be allowed access to the Procuring Entity's premises.

5. A complete set of Bidding Documents may be acquired by interested Bidders starting *April 12, 2022 until May 2, 2022*, from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents in the amount of **Twenty-Four Thousand Pesos (PhP24,000.00)** pursuant to the latest Guidelines issued by the Government Procurement Policy Board (GPPB).

Bidders who previously joined the bidding for Bid Project No. CTA BAC1-2022-02, Procurement of Security Services in the CTA Compound for Three (3) Years shall no longer be charged the non-refundable fee of **Twenty-Four Thousand Pesos (PhP24,000.00)** for the purchase of the Bidding Documents.

The Procuring Entity shall allow the Bidder to present its proof of payment for the fees in person or by facsimile.

6. The CTA will hold a Pre-Bid Conference on *April 20, 2022 at 1:00 p.m.*, at the Multi-Purpose Hall (MPH), 5<sup>th</sup> Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City and/or through video conferencing *via Zoom* or Microsoft Teams which shall be open to prospective Bidders. The prospective bidders must comply with existing CTA Health Protocol to be allowed access to the Procuring Entity's premises.
7. Bids must be duly received by the BAC 1 Secretariat through manual submission at the office address indicated below on or before *May 2, 2022, 12:00 p.m. (Philippine Standard Time)*. Late bids shall not be accepted.
8. All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on *May 2, 2022 at 1:00 p.m.*, at the MPH, 5<sup>th</sup> Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City and/ or through video conferencing *via Zoom* or Microsoft Teams. Bids will be opened in the presence of the Bidders' representatives who choose to physically attend the activity or *via* video conferencing. The prospective bidders must comply with existing CTA Health Protocol to be allowed access to the Procuring Entity's premises.
10. The CTA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected Bidder or Bidders.
11. For further information, please refer to:

*Atty. Maria Johoanna F. Chan-Te*  
*Head, CTA BAC 1 Secretariat*  
*Court of Tax Appeals*

*Ground Floor, CTA Building II,  
Agham Road, National Government Center, Diliman,  
1101 Quezon City, Metro Manila  
Telephone Number: (632) 8920 4249 loc 304  
Fax Number: (632) 8920 5051  
Email Address: bac1.cta@judiciary.gov.ph  
Website Address: cta.judiciary.gov.ph*

April 12, 2022, Quezon City.



**DANILO B. FERNANDO**  
Chairperson  
CTA Bids and Awards Committee 1

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

## 1. Scope of Bid

The Procuring Entity, the Court of Tax Appeals (CTA), wishes to receive Bids for the CTA BAC1-2022-02, Procurement of Security Services in the CTA Compound for Three (3) Years.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2022 in the amount of **EIGHT MILLION FIVE HUNDRED THOUSAND PESOS (PhP8,500,000.00)**.

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

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 Revised IRR, including all applicable provisions of Appendix 23 thereof, its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or Invitation to Bid (**IB**) by the BAC 1 through the issuance of a supplemental or bid bulletin.

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

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

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

## 5. Eligible Bidders

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

5.2. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital

stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 Revised IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

The Procuring Entity has prescribed that subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time, and at its physical address as indicated in paragraph 6 of the **IB**.

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

Prospective Bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity through the BAC 1 Secretariat, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents) and in the BDS**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC 1 are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign Bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the

Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 Revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

## 12. Bid Prices

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

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

## 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the

BSP at the discretion of the Bidder. However, for purposes of bid evaluation and the price to be indicated in the Contract with the winning Bidder and other relevant documents, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

## **14. Bid Security**

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

14.2. The Bid and bid security shall be valid until *August 30, 2022*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit two copies of the first and second components of its Bid.

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes and which shall be submitted simultaneously.

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

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

The Bidders shall submit their Bids on or before the specified date and time, and at the physical address as indicated in paragraph 7 of the **IB**.

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

17.1. The BAC 1 shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC 1 Secretariat.

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC 1 shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC 1 shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 Revised IRR of RA No. 9184.
- 19.2. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 Revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.3. The Project shall be awarded as one (1) project having several items that shall be awarded as one contract.
- 19.4. Except for Bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For Bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC 1 that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## 21. Signing of the Contract

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



## ***Section III. Bid Data Sheet***

## Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Procurement of Security Services; and</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
10	<p><b>Technical Documents shall also include:</b></p> <ul style="list-style-type: none"> <li>i.) License to Operate*</li> <li>ii.) PNP SOSIA Certificate of No Pending Case</li> <li>iii.) PADPAO Certificate of Membership</li> </ul> <p>*License relevant to the Project and the corresponding law requiring it: Private Security Agency Regular License to Operate (Having registered with the PNP in accordance with the provisions of Rule IV of the Republic Act No. 5487 entitled “Private Security Agency Law”).</p>
12	<i>No further instructions.</i>
14.1	<p>The Bid Security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>PhP170,000.00</b>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>PhP425,000.00</b>, if bid security is in Surety Bond.</li> </ul>
19.2	<p><b>BID PROJECT NO. CTA BAC1-2022-02, Procurement of Security Services in the CTA Compound for Three (3) Years with an ABC of EIGHT MILLION FIVE HUNDRED THOUSAND PESOS (PhP8,500,000.00) for the first year only.</b></p>
20	<p>Aside from the latest income and business tax returns, other appropriate licenses and permits that must be submitted are the following:</p> <ol style="list-style-type: none"> <li>1. Registration Certificate (SEC, DTI or CDA);</li> <li>2. Valid Mayor’s/Business Permit;</li> <li>3. Latest Tax Clearance issued by the BIR; and</li> <li>4. Latest Audited Financial Statement.</li> </ol> <p><i>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</i></p>
21	Any issuances of Supplemental or Bid Bulletin shall form part of the Contract.

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

## 1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 Revised IRR, including all applicable provisions of Appendix 23, the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

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

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines and as specified in the **SCC**.

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered at the Court of Tax Appeals, Agham Road, National Government Center, Diliman, Quezon City. In accordance with INCOTERMS.”</i></p> <p><i>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered at the Court of Tax Appeals, Agham Road, National Government Center, Diliman, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are the following personnel:</p> <p style="padding-left: 40px;"><b>Engr. Leopoldo P. Pablo II</b> (CJSO, General Services Division)  <b>Ms. Maria Lourdes M. Mayor</b> (SJSO, Human Resource Division)  <b>Mr. Renniel J. Panaligan</b> (Security Officer III, Security Service Unit)</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of ten (10) years from the date of delivery.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>



	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers</p>

	<p>risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	No further instructions.
3	Performance Security renewals should cover three (3) years.
4	The inspections and tests that will be conducted shall be in accordance with the Schedule of Requirements and Technical Specifications.
6	In case of any damages that might arise within the Procuring Entity’s premises by reason of the Supplier’s performance of service/work, the Supplier and the Security Guard/s at fault shall be held solidarily liable therefor. Other liabilities are stipulated in the Terms of References (Annex B).

## ***Section VI. Schedule of Requirements***

# Schedule of Requirements

The delivery schedule is the date of delivery to the project site.

Item	Description/Specification	Quantity	Delivery Date
Manpower Deployment	Twenty-seven (27) active Security Personnel including the Detachment Commander as specified in <b>Attachment "1"</b> and one (1) reserved floating Security Personnel	Twenty-eight (28) personnel	June 6, 2022 or as specified in the Notice to Proceed
Firearms and Ammunition	Caliber 9mm Pistol with ammunitions and extra magazine	Thirteen (13) firearms	
	12 Gauge Shotgun with ammunitions	Four (4) firearms	
Communication Equipment	Radio Base with Roof Antenna (with 50Amp. Power Supply)	One (1) set	
	Portable Radio with quality earpiece with reserved battery and charger	Thirty (30) sets	
Other Security Equipment/Accessories	Desktop Computer Unit for Documentation with Printer	One (1) set	
	Desktop Computer/CCTV Video Recording-Retrieving Device for 15 days recording with DVD Writer and USB Drive	Two (2) sets	
	50" QHD colored Screen/Monitor	Two (2) units	
	High Definition/Mega Pixel Resolution, Waterproof Digital Colored CCTV Camera (including cables, wires, PVC moulding insulation, screws, and other accessories and installation)	51 sets	
	Digital Camera (High Definition)	One (1) unit	
	Handheld Metal Detector	Three (3) units	
	Heavy Duty Search Light with Rechargeable battery	Four (4) sets	
	Mega Phone	One (1) unit	
	Dispersal Shield	Three (3) units	
	Ostrich Mirror	Two (2) units	
	Quality Raincoat (with "SECURITY" printed at the back)	Ten (10) pcs	
	Cantilever Sidearm Umbrella	One (1) unit	
	Big Umbrella	Fifteen (15) pcs	
	Rain Boots	Fifteen (15) pairs	
	First Aid Box	Three (3) sets	
	Traffic Vest & Gloves	Six (6) sets	
Search Stick	Five (5) units		
Baton/Night Stick	Ten (10) units		
Transportation	Mountain Bike	Two (2) units	
Supplies for one (1) year only	Logbook	Seventy (70) pcs	
	Ballpen	Ten (10) boxes	
	Bundy Time Card	Three hundred forty-eight (348) pcs	
	Bond Paper (Short & Long)	Twenty-Four (24) reams	

Conforme: \_\_\_\_\_

# Technical Specifications

## Statement of Compliance

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

# Technical Parameters

	<u>Minimum Requirement</u>	<u>Statement of Compliance*</u>
<b>a. Stability</b>		
i. Years of Experience	5 years	_____
ii. Liquidity of the Contractor	Current Ratio (2:1)**	_____
iii. Organizational set-up	Organizational Chart	_____
<b>b. Resources (based on CTA requirements)</b>		
i. List of Licensed Firearms (Must be submitted/included in their Bid proposal)		_____
ii. List of Number and Kind of Communication Devices (Must be submitted/included in their Bid proposal)		_____
iii. NTC Certificate of Registration for Telecommunication Equipment (Must be submitted/included in their Bid proposal)		_____
iv. List of Licensed Guards (Must be submitted/included in their Bid proposal)		_____
<b>c. Security Plan</b>		
i. Deployment of Security Personnel		_____
ii. CCTV Camera Installations (Must be submitted/included in their Bid proposal the requirements under <b>Attachment “1” and “2”</b> )		_____
<b>d. Other Factors</b>		
i. Recruitment and Selection Criteria (Must be submitted/included in their Bid proposal the requirements under <b>Attachment “3”</b> )		_____
ii. Completeness of Uniform and other Paraphernalia (Must be submitted/included in their Bid proposal the requirements under <b>Attachment “4”</b> )		_____
iii. Evaluation Form (Must be submitted/included in their Bid proposal the requirements under <b>Attachment “5”</b> )		_____

**e. Comprehensive Security Survey**

(Must be submitted/included in their Bid proposal the Comprehensive Security Survey)

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**f. Compliance requirement**

Certificate of Undertaking to pay the security guards the prescribed benefits, pursuant to Section 7.2 DOLE Department Order No. 150-16 (Series of 2016) (Must be submitted/included in their Bid proposal the Certificate of Undertaking)

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**\*\*Current ratio** is also known as liquidity ratio and working capital ratio. It shows the proportion of current assets of a business in relation to its current liabilities. The formula in computing current ratio is:

$$\text{Current Ratio} = \frac{\text{Current Assets}}{\text{Current Liabilities}}$$

A current ratio of 2:1 means that the current assets of a company are sufficient to cover for twice the amount of a company's short term liabilities (12 month period).

Conforme: \_\_\_\_\_

## TERMS OF REFERENCE

### 1.0 General Conditions:

- 1.1 The Service Provider agrees that the Court of Tax Appeals, through the Office of Administrative and Finance Services (OAFS) or duly designated unit/division, shall be in-charge of over-all supervision at all times and reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Provider.
- 1.2 The CTA has the right to effect changes in the assignment/deployment of the personnel at any time during the contract period, through a written notice to the Service Provider. Likewise, the CTA may increase or decrease the number of security guards as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Service Provider. In such event, any corresponding adjustment in the cost shall not exceed the contract price.
- 1.3 The Service Provider shall immediately make available relievers and/or replacements at all times to ensure continuous and uninterrupted service.
- 1.4 In no case shall a security guard render more than 12 hours of continuous service.
- 1.5 In no case shall the number of deployed security guards be less than the CTA's requirement under **Attachment "1"**, unless CTA exercises its right under 1.2.
- 1.6 The Service Provider shall pay its personnel not less than the minimum wage and other benefits mandated by law. The Service Provider shall comply with the laws governing labor standards and employee's compensation. A certificate of undertaking to pay the security guards the prescribed benefits shall be submitted by the Bidder, in accordance with Section 7.2 DOLE Department Order No. 150-16, Series of 2016.

The amount of ***Six Million Six Hundred Seventy-Three Thousand One Hundred Forty-Nine and 60/100 Pesos (₱6,673,149.60)*** shall be earmarked and set aside for the salary or compensation of the security guards, in accordance with Section 19, Rule IV of the Implementing Rules and Regulations of Republic Act No. 5487, as amended. (Refer also to Government Procurement Policy Board Circular No. 02-2006; and Revenue Memorandum Circular No. 39-2007 dated January 22, 2007)

- 1.7 Payment to the Service Provider shall be made upon submission of duly signed DTRs along with the monthly billing statement, receipts and prescribed reports stamped received by SSS, PhilHealth and Pag-Ibig as proof of remittances of SSS, PhilHealth and Pag-Ibig premiums of the Security Guards assigned in the CTA, and



proof of remittance of BIR deductions made from the salaries of the Security Guards assigned in the CTA.

- 1.8 The Service Provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Service Provider's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules, and practices.
- 1.9 The Service Provider shall provide its personnel with appropriate uniforms, protective gear, if necessary, and ensure that they observe proper personal hygiene and appear neat and clean at all times.
- 1.10 The Service Provider shall ensure that safety will be the first priority in the performance of its functions and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.
- 1.11 No waiver or modifications of the terms of this TOR shall be valid unless the same is in writing and signed by the parties herein. The Contract shall automatically be terminated after three (3) years from receipt of Notice to Proceed unless extended or terminated in writing by the CTA pursuant to the General Conditions of the Contract of the bidding documents.
- 1.12 The Contract price shall not be subject to any adjustment for the duration of the Contract, except as provided by law.
- 1.13 The Service Provider shall ensure strict compliance with any applicable provisions of law in accordance with the Labor Code of the Philippines, its Implementing Rules and Regulations and other pertinent labor issuances.
- 1.14 The CTA shall not in any case be liable for any interest or penalty for delayed payments for any loss or damage for reasons beyond the CTA's control such as force majeure.
- 1.15 Any and all taxes which may be imposed under this Contract shall be for the exclusive account of the Service Provider.
- 1.16 There shall be no employer-employee relationship between the CTA and the personnel of the Service Provider deployed in the CTA.
- 1.17 The CTA shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the security personnel assigned by the agency including death resulting therefrom.

## **2.0 Additional Instructions:**

Semi-annual evaluation shall be based on the Service Provider's satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria in the Evaluation Form herein referred as **Attachment "5"**.

Failure to satisfy the performance evaluation shall be a basis for termination of Contract. Two counts of violation of the same offense under this Terms of Reference within the contract period shall also be a ground for termination of Contract.

As quoted from "APPENDIX 23 Guidelines on the Procurement of Security and Janitorial Services" of the Revised IRR of R.A. 9184, Section 5.0 Multi – Year Contracts;

- “5.5. Before end of each year, procuring entities shall conduct an assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria prescribed under Section VII. Technical Specifications. (listed above)
- 5.6. Based on its assessment, the procuring entity may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.”

Under the above-quoted Section 5.5, the Security Services Unit under the supervision of the General Services Division of the Procuring Entity shall conduct the assessment/evaluation of the performance of the service provider thirty (30) days before the end of the first and second year, if applicable.

In case of pre-termination of the Contract pursuant to the above-mentioned provisions, the service provider may be required to render services on a periodic month to month basis not to exceed an aggregate period of six (6) months, as may be approved by the Government Procurement Policy Board (GPPB).

## **3.0 Obligations of the Service Provider:**

**The availability of all requirements and delivery thereof shall be the sole responsibility of the Service Provider.**

The Service Provider shall submit the duly signed daily time records (DTRs), certified photocopies of actually signed payrolls and payslip showing the gross amount earned, deductions made, employers contribution and the net amount received by the personnel in compliance with existing labor laws, and proof of remittances to PAG-IBIG, PhilHealth, SSS and BIR for the deductions made from the salaries of the personnel deployed in the CTA and duly acknowledged by said agencies.

All entries in the DTR must be made through the use of time clock (Bundy). Manual entries shall not be honored unless countersigned by the assigned CTA official/personnel of the HRD.

Payment of the salaries of the personnel shall be made through Automated Teller Machines (ATM), otherwise payment of the salaries of the personnel deployed in the CTA shall be made at the CTA, to be witnessed by a representative of the General Services Division of the CTA.

The Service Provider shall provide additional security guard(s) upon request by the CTA whenever the exigency of service so requires and the necessary expenditure for the employment of such additional guards shall be paid by the CTA in accordance with the terms of the Contract.

The Service Provider shall provide at least two (2) female security personnel to be deployed to the CTA particularly one (1) at the Lobby of CTA Bldg. I and one (1) at the Lobby of CTA Bldg. II.

On the commission of the following violation/deficiencies, the CTA shall have the right to demand the removal of a guard from deployment in the court premises, and under the same grounds recommend the termination of the guard, to wit:

- a. Smoking while on duty;
- b. Reading newspaper and other unofficial reading materials while on duty;
- c. Sporting beard/moustache, non-regulation haircut, or not in proper uniform while on duty;
- d. Engaging in prolonged or unnecessary conversation with employees/visitors or over the telephone while on duty;
- e. Using cellphone/electronic gadgets while on duty;
- f. Abandonment of post;
- g. Drunkenness, drinking intoxicating liquor or found under the influence of prohibited drug/s while on duty;
- h. Providing confidential information to unauthorized person(s);
- i. Causing alarm or scandal or disorderly conduct within the premises of the CTA on or off-duty;
- j. Discourtesy or failure to render appropriate respect to CTA officials, employees and visitors, or to superiors within the guard's organizational structure;
- k. Sleeping on duty;
- l. Failure to report to duty without prior notice; and
- m. Attending to unauthorized functions or activity/ies while on duty.

The Service Provider shall safeguard the procuring entity's personnel and property/ies from theft, pilferage, robbery, arson, and/or other unlawful acts of third persons, in accordance with the terms and conditions hereinafter set forth:

- a. The Service Provider shall maintain the safety and security in the premises of the procuring entity located at the CTA Compound, National Government Center, Agham Road, Diliman, Quezon City; search on the personal belongings of visitors entering Bldg. I and II, protect the procuring entity's properties from theft, pilferage, robbery, arson and/or other unlawful acts by third persons or strangers, as well as the latter's officials and employees against bodily harm and injury from strangers and third persons;

- b. The Service Provider shall post security personnel everyday including Saturdays, Sundays, and Holidays, as indicated in “**Attachment 1**” (Deployment of Security Personnel) of the Contract as of the effectivity date of this Contract.
- c. The Service Provider shall provide the CTA with the number of security personnel specified in the “Schedule of Requirements.” All such personnel assigned to the CTA by the Service Provider must possess the qualifications provided in **Attachment “3”** (Recruitment and Selection Criteria).
- d. The Service Provider warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous and uninterrupted service in case of absence of the assigned security personnel, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than eight (8) hours continuous duty in a day, except those required under **Attachment “1”**.
- e. The Service Provider shall closely monitor and check the security personnel’s performance of their duties by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the CTA.
- f. The Service Provider shall assume any liability arising from non-observance of laws, rules and regulations and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement or other laws, or as a result of the Contract.
- g. The Service Provider shall be responsible for any loss, through theft or robbery, and damage that may be incurred upon the CTA’s properties within the guarded/secured compound left in the custody of its security personnel, provided that such loss or damage occurred while in the performance of duty of the said security personnel and that the loss or damage clearly established the negligence of the same.
- h. Any unusual occurrence in the premises noted by the agency security personnel should be reported immediately in writing by the Service Provider to the CTA within twenty-four (24) hours from its occurrence.
- i. The loss or damage to property shall be brought to the attention of the CTA by the Service Provider within twenty-four (24) hours from its occurrence or discovery and shall be immediately acted upon by the Service Provider.
- j. The Service Provider shall indemnify the CTA for any loss, through theft or robbery, and damage to the property or properties of the latter provided that it has been established after a complete and thorough investigation that said damage was the result of the act or omission, negligence or fault of the Service Provider’s security personnel on duty.

The Service Provider through its assigned agency security personnel shall:

- a. Furnish the CTA, every 15th and last day of the month, a list of all Service Provider's security personnel who will render security services for the next fifteen (15) days, including information on their posting assignments;
- b. Not change/relieve any Guard or Security Officers without prior clearance from the CTA. In case of change of Service Provider's security personnel, notify the CTA's General Services Division, indicating the name/s of the security personnel involved/affected;
- c. Record all incoming equipment, supplies and materials, and all outgoing client's equipment, supplies, materials and properties; and keep on file copies of duly approved gate pass. A written report shall be furnished to the General Services Division within twenty-four (24) hours, if any property belonging to the CTA was brought out of the premises without a duly approved gate pass;
- d. Log-in all incoming and outgoing employees and vehicles in logbooks, respectively;
- e. Allow visitors in the office premises only upon proper identification, with clearance pursuant to CTA Health and Safety Protocol and after filling out the visitor's logbook;
- f. Record all trips of CTA service vehicles;
- g. Report immediately any untoward incident occurring within the post assignment/during tour of duty to the General Services Division;
- h. Enforce and obey all orders/instructions/memoranda issued by the CTA which are relevant to their duties and responsibilities; and
- i. Turn-over all fully filled-up security logbooks to the General Services Division.

The CTA reserves the right to:

1. Check whether the salaries of agency security personnel are paid on time;
2. Demand the Service Provider to facilitate the payment of the salaries of the assigned security personnel, and all taxes payable to the government arising from this contract;
3. Demand replacement of any Service Provider's security personnel who may be found and considered by the CTA as undesirable, immediately upon receipt of the written request/notice from the CTA; and
4. Require the Service Provider's security personnel assigned to the CTA to undergo drug testing anytime.

CONFORME: \_\_\_\_\_

## Deployment of Security Personnel

Unless required to be assigned to different post, the following posting shall be observed:

No.	Post	Days	Shift	Tour of Duty	No. of Hours
1	Agency Detachment Officer	6	Day Shift	06:00H-18:00H	12 hrs.
2	Assistant Security Officer	6	Night Shift	18:00H-06:00H	12 hrs.
3	Entrance Gate Vehicular Screening and Inspection	6	1st Shift	06:00H-14:00H	8 hrs.
4		6	2nd Shift	14:00H-22:00H	8 hrs.
5		6	3rd Shift	22:00H-06:00H	8 hrs.
6	Entrance Gate (Monitoring/Logbook)	6	1st Shift	06:00H-14:00H	8 hrs.
7		6	2nd Shift	14:00H-22:00H	8 hrs.
8	Entrance Gate Pedestrian Control and Inspection	5	Day Shift	07:00H-17:00H	10 hrs.
9	Visitors' Parking	5	Day Shift	07:00H-16:00H	9 hrs.
10	Vacant Lot Employees Parking/Proposed Building III	6	1st Shift	06:00H-14:00H	8 hrs.
11		6	2nd Shift	14:00H-22:00H	8 hrs.
12		6	3rd Shift	22:00H-06:00H	8 hrs.
13	VIP/Back Parking Assist & Monitoring , Ground Floor, Between Bldg. I & II Driveway	6	Day Shift	06:00H-18:00H	12 hrs.
14	Registration Desk Lobby	6	1st Shift	06:00H-14:00H	8 hrs.
15		6	2nd Shift	14:00H-22:00H	8 hrs.
16		6	3rd Shift	22:00H-06:00H	8 hrs.
17	Entrance Lobby Inspection & Screening	5	Day Shift	07:00H-16:00H	9 hrs.
18	Second Floor	5	Day Shift	07:30H-16:30H	9 hrs.
19	Third Floor	5	Day Shift	07:30H-16:30H	9 hrs.
20	Fourth Floor	5	Day Shift	07:30H-16:30H	9 hrs.
21	Fifth Floor	5	Day Shift	07:30H-16:30H	9 hrs.
22	Registration Desk Lobby	6	Day Shift	06:00H-18:00H	12 hrs.
23	Entrance	6	1st Shift	06:00H-14:00H	8 hrs.
24		6	2nd Shift	14:00H-22:00H	8 hrs.
25		6	3rd Shift	22:00H-06:00H	8 hrs.
26	Reliever	6			8 hrs.
27		6			8 hrs.

Conforme: \_\_\_\_\_

## CCTV Camera Installations/Locations

Description	Location	Quantity	Type
Desktop Computer Unit for Video Recording and Retrieving supported with DVD Writer, USB drive and with 50" QHD screen/monitor to be used for CCTV System capable of at least 15 days continuous recording	Security Office	Two (2) sets	
High Definition/Mega Pixel Resolution, Waterproof Digital Colored CCTV Camera (including cables, wires, PVC moulding insulation, screws, and other accessories and installation)	Main Entrance Gate (Out-view & In-view from the gate) – Remote-controlled Pan and Zoom Type Camera	Two (2) units	Outdoor
	Visitors Parking Area (Vehicle & Pedestrian View)	Two (2) units	Outdoor
	Building I Registration Lobby (Visitors Logging & Waiting Area)	Two (2) units	Indoor
	Building I Back Door Exit (Bundy Clock & Exit)	Two (2) units	Indoor
	Building I Lobby (focus on Stair/Elevator Hallway)	One (1) unit	Indoor
	Building I Right Wing Exit going to Building II (focus on hallway)	One (1) unit	Indoor
	Cash Division Payment/Transaction Area	One (1) unit	Indoor
	Driveway between Building I and II Area	One (1) unit	Outdoor
	Building II Main Entrance	One (1) unit	Outdoor
	Building II Registration Lobby (Visitors Logging & Waiting Area)	One (1) unit	Indoor
	Building II Lobby (focus on Stair/Elevator Hallway)	One (1) unit	Indoor
	Building II Multi-Purpose Hall	Three (3) units	Indoor
	Building II Exit going to Judicial Records Building	One (1) unit	Outdoor
	Employees Parking Area near JRD	One (1) unit	Outdoor
	VIP Parking I and II	Four (4) units	Outdoor
	Driveway between Building II and JRD	One (1) unit	Outdoor

	CTA Courtrooms (focus on litigants area)	Three (3) units	Indoor
	4 <sup>th</sup> Floor Hallway between IAS & Courtroom, CTA Building II	One (1) unit	Indoor
	PSD Stockroom	One (1) unit	Indoor
	Building I and II Elevators	Two (2) units	Indoor
	CTA Building I Hallways (2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> Floors)	Four (4)	Indoor
	Judicial Records Building Research Area	One (1)	Indoor
	Judicial Records Building Receiving Area	One (1)	Indoor
	Fire Exits ( Building I, II and JRD)	Twelve (12) units	Indoor
	Flag Pole/Rotunda	One (1) unit	Outdoor

Conforme: \_\_\_\_\_



**RECRUITMENT AND SELECTION CRITERIA**

**1. DETACHMENT COMMANDER**

- a. Filipino Citizen
- b. Physically and mentally fit
- c. College graduate preferably BS Criminology or Graduate of any bachelor’s degree and at least a Certified Security Professional (CSP)
- d. Should either be a former officer of the AFP or the PNP or have undergone any equivalent military officer’s training such as Security Officer Course with corresponding certificate and diploma
- e. Minimum height must be 5’6”, weight must be proportionate to height but not less than 140 lbs.
- f. Good knowledge in report preparation and monitoring/operation of the CCTV
- g. Good in oral and written English communication
- h. Passed Neuro-Psychiatric evaluation test and drug test
- i. Must have undergone relevant training on the following:
  - Anti-Terrorism - VIP Protection Training
  - Basic Safety and Fire Prevention
  - First Aid Course - Self Defense
  - Firearms handling and safety
- j. Must have at least five (5) years of experience in the operation of a security detachment with manpower complement of not less than 35 guards
- k. Preferably not be over sixty (60) years of age
- l. Must possess a valid security license as of bidding date and during their tour of duty

**2. ASSISTANT DETACHMENT COMMANDER/SHIFT-IN-CHARGE**

- a. Filipino citizen
- b. Physically and mentally fit
- c. College Graduate preferably BS Criminology or Graduate of any bachelor’s degree and at least a Certified Security Professional (CSP)
- d. Should either be a former officer of the AFP or the PNP or have undergone any of equivalent military officer’s training such as Security Officer Course with corresponding certificate and diploma
- e. Minimum height must be 5’6”, weight must be proportionate to height but not less than 140 lbs.
- f. Good knowledge in report preparation and monitoring/operation of the CCTV
- g. Good in oral and written English communication
- h. Passed Neuro-Psychiatric evaluation test and drug test
- i. Must have undergone relevant training on the following:
  - Anti-Terrorism
  - VIP Protection Training
  - Basic Safety and Fire Prevention

- First Aid Course - Self Defense
- Firearms handling and safety

- j. Must have at least three (3) years of experience in the operation of a security detachment with manpower complement of not less than 35 guards.
- k. Preferably not be over sixty (60) years of age
- l. Must possess a valid security license as of bidding date and during their tour of duty

### **3. SECURITY GUARDS**

- a. Filipino citizen
- b. Physically and mentally fit
- c. Must have completed 72 units of college education
- d. With at least three (3) years of experience as security guard/law enforcer
- e. Minimum height for male must be 5'6", weight must be proportionate to height but not less than 140 lbs.  
Minimum height for female must be 5'2", weight must be proportionate to height but not less than 120 lbs.
- f. 23 to 43 years old
- g. Undergone security pre-licensing training course
- h. With knowledge in incident report preparation
- i. Passed Neuro-Psychiatric evaluation test and drug test
- j. Must have undergone relevant training on the following:
  - Basic Safety and Fire Prevention
  - First Aid Course
  - Self Defense
  - Firearms handling and safety
- k. Must possess a valid security license as of bidding date and during their tour of duty (submit copy of license)

### **4. CLEARANCES REQUIRED**

- a. Security Guard License from Philippine National Police- Supervisory Office for Security and Investigation Agency (PNP-SOSIA)
- b. Medical Certification from a duly licensed Physician based on:
  - Neuro- Psychiatric Examination
  - Medical/Physical Examination
  - X-ray
  - Drug Test
- c. COVID-19 Vaccination Certificate/Card

Conforme: \_\_\_\_\_

**Attachment “4”**

**COMPLETENESS OF UNIFORMS AND OTHER PARAPHERNALIA**

1. Complete uniform issued by the Agency (which include whistle, handcuff, first aid kit bag);
2. Agency issued Identification Card and validated by the Procuring Entity;

Conforme: \_\_\_\_\_

**Attachment “5”**

<b>EVALUATION FORM – SECURITY SERVICES</b>		
Company:		
Year :	1 <sup>st</sup> Sem	2 <sup>nd</sup> Sem
I. Performance	(Rating : 1-Unsatisfactory; 2-Satisfactory; 3-Very Satisfactory; or 4- Excellent)	
A.	Submission of Daily Security Operations Report	
B.	Completeness of Manpower/Duty	
C.	Promptness and Time Management of Duty	
D.	Implementation of orders, policies and protocols	
E.	Quality of Security rendered	
II. Critical Factors		
A.	Completeness of Equipment	
B.	Completeness of Uniform and Paraphernalia	
C.	Courteousness/Cordiality	
D.	Attentiveness, helpfulness and cooperation	
E.	Grooming and Appearance	
<b><i>Average Rating:</i></b>		
Comment / Other Observation:	Recommendation:	
Evaluated by:	Conforme:	
(Signature, Name & Designation)		
Date: _____	Date: _____	

Conforme: \_\_\_\_\_

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- a) Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages);

#### Technical Documents

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

#### Financial Documents

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

### *Class "B" Documents*

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

## FINANCIAL COMPONENT ENVELOPE

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

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

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

# *Bidding Forms*



**Bid Form for the Procurement of Goods**

*[shall be submitted with the Bid]*

**BID FORM**

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

Project Identification No.: CTA BAC1-2022-02

**To: Court of Tax Appeals**

CTA Building I, Agham Road,  
National Government Center, Diliman,  
1101 Quezon City, Metro Manila

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

If our Bid is accepted, we undertake:

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

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

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

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


(if none, state “None”)]

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

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

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

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

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

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

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

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

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

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

# *Price Schedule for Goods Offered from Abroad*

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

## *For Goods Offered from Abroad*

Name of Bidder \_\_\_\_\_ Project ID No. CTA BAC1-2022-02 Page \_\_\_ of \_\_\_

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

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

Legal Capacity: \_\_\_\_\_

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

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

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

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. CTA BAC1-2022-02 Page \_\_\_ of \_\_\_

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

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

Legal Capacity: \_\_\_\_\_

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

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

## COST DISTRIBUTION

	5 Days	5 Days	6 Days	6 Days	6 Days	6 Days
	8 hrs (DS) w/ 1hr OT	8 hrs (DS) w/ 2hr OT	8 hrs (DS)	8 hrs (NS)	12hrs (DS)	12hrs (NS)
No. of Days/Year (NDpY)	261	261	323.7	323.7	323.7	323.7
<b>Amount to Guard</b>						
New Daily Wage (DW)	537.00	537.00	537.00	537.00	537.00	537.00
Ave. Pay/Month	11,679.75	11,679.75	14,485.58	14,485.58	14,485.58	14,485.58
Night Differential Pay	-	-	-	1,448.56	-	1,448.56
13th Month Pay	1,361.15	1,361.15	1,361.15	1,361.15	1,361.15	1,361.15
5 Days Incentive Pay	227.92	227.92	227.92	227.92	227.92	227.92
Uniform Allowance (R.A. 5487)	100.00	100.00	100.00	100.00	100.00	100.00
Overtime	<u>1,916.42</u>	<u>3,832.84</u>	<u>-</u>	<u>-</u>	<u>9,120.05</u>	<u>10,032.06</u>
	15,285.23	17,201.65	16,174.64	17,623.20	25,294.69	27,655.25
<b>Amount to Gov't In Favor of Guard</b>						
Retirement Benefit (R.A. 7641)	1,006.88	1,006.88	1,006.88	1,006.88	1,006.88	1,006.88
SSS Premium	1,347.50	1,475.00	1,390.00	1,517.50	2,155.00	2,155.00
Philhealth Contribution	233.60	233.60	289.71	289.71	289.71	289.71
State Insurance Fund	30.00	30.00	30.00	30.00	30.00	30.00
Pag-Ibig Fund	<u>100.00</u>	<u>100.00</u>	<u>100.00</u>	<u>100.00</u>	<u>100.00</u>	<u>100.00</u>
	2,717.97	2,845.47	2,816.59	2,944.09	3,581.59	3,581.59
<b>A. Total Amount to Guard &amp; Gov't</b>	<b>18,003.20</b>	<b>20,047.12</b>	<b>18,991.22</b>	<b>20,567.28</b>	<b>28,876.27</b>	<b>31,236.84</b>
<b>B. Agency Fee (Admin. Overhead and Margin)</b> *Must not be less than 20% of the total contract cost						
<b>C. Value Added Tax (VAT)</b>						
<b>Minimum Contract Rate/guard</b>						
<b>Number of Guards per Shift</b>	<b>6</b>	<b>1</b>	<b>12</b>	<b>4</b>	<b>3</b>	<b>1</b>

- Note: 1) Giving of discount is not allowed; and
- 2) In case there will be a tie in the Bids offered by prospective bidders, the tie-breaking method to be employed is by raffle using a raffle drum (tambiola) and Ping-Pong balls in the presence of the representatives of the post-qualified bidders.

Conforme : \_\_\_\_\_

## Contract Agreement Form for the Procurement of Goods (Revised)

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

---

### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **COURT OF TAX APPEALS (“CTA”)** of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for Procurement for Security Services in the CTA Compound for Three (3) Years, and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

**Warranty Security, shall likewise form part of the Contract.**

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

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*COURT OF TAX APPEALS*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Omnibus Sworn Statement (Revised)

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee 1 (BAC 1), the Technical Working Group, and the BAC 1 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 1 (BAC 1), the Technical Working Group, and the BAC 1 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 1 (BAC 1), the Technical Working Group, and the BAC 1 Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## **Bid Securing Declaration Form**

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION** **Project Identification No.: CTA BAC1-2022-02**

To: **Court of Tax Appeals**  
CTA Building I, Agham Road,  
National Government Center, Diliman  
1101 Quezon City, Metro Manila

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

