



Invitation to Bid

PROVISION OF SECURITY SERVICES FOR DFPC CEBU

OCOO2020-01

The **Duty Free Philippines Corporation (DFPC)**, through its **2020 Corporate Operating Budget** intends to apply the sum of **Eight Million Six Hundred Thirty Thousand One Pesos and 60/100 (PhP8,630,001.60)** being the Approved Budget for the Contract (ABC) to payments under contract for the **Provision of Security Services for DFPC Cebu with contract duration of one (1) year.**

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

DFPC now invites bids for the Provision of Security Services for DFPC Cebu. Implementation of the contract shall be indicated in the Notice to Proceed. **Bidders should have completed, within five (5) years (2015-2019) from the date of submission and receipt of bids, at least one (1) contract of security services with a deployment of at least twenty (20) guards in similar high traffic establishments (i.e. airport, hotels, malls).** The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.

Bidding will be conducted through open competitive bidding procedures using the non-discretionary "pass/fail" criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act" and is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

Interested Bidders may obtain further information from DFPC and inspect the Bidding Documents at the address given below from **9:00AM – 5:00PM, Mondays thru Fridays.**

A complete set of Bidding Documents may be acquired by interested Bidders on **20 January 2020** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Eight Thousand Pesos (PhP8,000.00).**

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

DFPC will hold a Pre-Bid Conference on **29 January 2020, 10:00AM** at the BAC Office located at the same address stated hereunder which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat at the BAC Office. Deadline for submission is on **12 February 2020, 10:00AM**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in BDS under ITB Clause 18.

Bid opening shall be on **12 February 2020 at 10:15AM** at the BAC Office. Bids will be opened in the presence of the Bidders' representatives who choose to attend. Late bids shall not be accepted.

For purposes of computation, where applicable, all figures should be rounded off to a maximum of two (2) decimal places.

DFPC 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 Section 41 of the Revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.

BAC Secretariat

Duty Free Philippines

EHA Bldg, Fiesta Mall, Columbia Complex

Ninoy Aquino Ave., Parañaque City

(632) 8552-4343; (632) 8524-337 / 16555 loc. 3039

Fax No. (632) 8879 3664 / 8552-4345 / 8552 4399 loc. 834/833

Email add.: bacsecretariat@dfp.com.ph

(Sgd.) **ENGR. JOEL R. PEREZ**
BAC Chairperson

III. BID DATA SHEET

ITB Clause	
1.1	<p>The PROCURING ENTITY is DUTY FREE PHILIPPINES CORPORATION</p> <p>The name of the Contract is Provision of Security Services for DFPC Cebu.</p> <p>The identification number of the Contract is OCOO2020-01.</p>
1.2	<p>The lot and reference are:</p> <p>Security Services</p> <p>Memorandum SM(2019)309M</p>
2	<p>The Funding Source:</p> <p>The Government of the Philippines (GOP) through the 2020 Corporate Operating Budget of DUTY FREE PHILIPPINES CORPORATION in the amount of:</p> <p style="text-align: center;">Eight Million Six Hundred Thirty Thousand One Pesos and 60/100 (PhP8,630,001.60)</p> <p>The name of the project is:</p> <p style="text-align: center;">PROVISION OF SECURITY SERVICES FOR DFPC CEBU (OCOO2020-01)</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<p>Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC or:</p> <p style="text-align: center;">Four Million Three Hundred Fifteen Thousand Pesos and 80/100 (PhP4,315,000.80)</p> <p>For this purpose, similar contract shall refer to provision of security services with a deployment of at least twenty (20) guards in similar high traffic establishments (i.e. airport, hotels, malls).</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.

ITB Clause	
9.1	<p>The Date and Venue of the Pre-Bid Conference is: 29 January 2020, 10:00AM</p> <p>DUTY FREE PHILIPPINES CORPORATION BAC Office EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave. Parañaque City</p>
10.1	<p>The PROCURING ENTITY's address is: Duty Free Philippines Corporation Ground Floor, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City</p> <p>ENGR. JOEL R. PEREZ BAC Chairperson</p> <p>Thru: BAC Secretariat Tele No : 8552 4337 loc 3039, 552 4343 Fax No. 8879 3664 / 8552 4345 / 8552 4399 loc. 834 bacsecretariat@dfp.com.ph</p>
12.1(a)	No further instructions.
12.1(a)(ii)	<p>The bidder's Single Largest Completed contract (SLCC) similar to the contract to be bid should have been completed within five (5) years (2015-2019) prior to the deadline for the submission and receipt of bids.</p> <p>Provide "Certificate of Satisfaction/Acceptance/Completion" from the listed companies as proof.</p>
13.1(b)	No further instructions.
13.1(c)	Cost Distribution per month (<i>Refer to Bidding Form No. 6, original</i>).
13.2	<p>The ABC is: Eight Million Six Hundred Thirty Thousand One Pesos and 60/100 (PhP8,630,001.60)</p> <p>Any Bid with a financial proposal exceeding this amounts shall not be accepted.</p>
15.4(a)(iv)	No incidental services are required.
15.4(b)(i)	Not applicable.
15.4(b)(ii)	No incidental services are required.
16.1(b)	The Bid prices for Goods and services supplied from outside of the Philippines shall be quoted in Philippine Pesos.

ITB Clause											
16.3	No further instructions.										
17.1	Bids will be valid until 11 June 2020 .										
18.1	<p>The bid security shall be in any of the following amounts:</p> <table border="1" data-bbox="435 456 1433 1559"> <thead> <tr> <th data-bbox="435 456 963 555">ACCEPTABLE FORMS</th> <th data-bbox="963 456 1433 555">AMOUNT</th> </tr> </thead> <tbody> <tr> <td data-bbox="435 555 963 725">1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank</td> <td data-bbox="963 555 1433 1167" rowspan="2"> <p align="center">Two Percent (2%) of the ABC or One Hundred Seventy Two Thousand Six Hundred Pesos and 3/100 (PhP172,600.03)</p> </td> </tr> <tr> <td data-bbox="435 725 963 1167">2. Bank draft/guarantee (<i>signed by the appointee</i>) or irrevocable letter of credit (<i>original and notarized</i>) issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</td> </tr> <tr> <td data-bbox="435 1167 963 1503">3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td data-bbox="963 1167 1433 1503"> <p align="center">Five Percent (5%) of the ABC or Four Hundred Thirty Thousand Five Hundred Pesos and 8/100 (PhP431,500.08)</p> </td> </tr> <tr> <td data-bbox="435 1503 963 1559">4. Bid-Securing Declaration</td> <td data-bbox="963 1503 1433 1559">Refer to Bidding Form No. 2</td> </tr> </tbody> </table>		ACCEPTABLE FORMS	AMOUNT	1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank	<p align="center">Two Percent (2%) of the ABC or One Hundred Seventy Two Thousand Six Hundred Pesos and 3/100 (PhP172,600.03)</p>	2. Bank draft/guarantee (<i>signed by the appointee</i>) or irrevocable letter of credit (<i>original and notarized</i>) issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	<p align="center">Five Percent (5%) of the ABC or Four Hundred Thirty Thousand Five Hundred Pesos and 8/100 (PhP431,500.08)</p>	4. Bid-Securing Declaration	Refer to Bidding Form No. 2
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4. Bid-Securing Declaration	Refer to Bidding Form No. 2										
18.2	The bid security shall be valid until 11 June 2020 .										
20.3	Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid.										

ITB Clause	
21	<p>The Address for Submission of Bids is: DUTY FREE PHILIPPINES CORPORATION (DFPC) BAC Office Ground Floor EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave., Parañaque City</p> <p>The deadline for Submission of Bids is on: 12 February 2020 at 10:00AM (based on DFPC's official time). Late bids shall not be accepted.</p>
24.1	<p>The place of Bid Opening is DUTY FREE PHILIPPINES CORPORATION (DFPC) BAC Office Ground Floor EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave., Parañaque City</p> <p>The date and time of Bid opening is on: 12 February 2020 at 10:15AM (based on DFPC's official time).</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3	Partial bid is not allowed. 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.
28.4	No further instructions.
29.2	<ol style="list-style-type: none"> 1. 2018 Income Tax Return (<i>form 1701/1702</i>) with Audited Financial Statement. 2. Business Tax Return (<i>forms 2550M and 2550Q</i>) for the last six (6) months (July to December 2019) prior to opening of Bids filed thru Electronic Filing and Payment System (EFPS). Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. 3. Updated General Information Sheet received by the SEC, for corporation. 4. BIR Registration Certificate. 5. Company Profile. 6. Location map and photo of the office.
32.4(f)	No additional requirement.

V. SPECIAL CONDITIONS OF THE CONTRACT

GCC Clause											
1.1(g)	The PROCURING ENTITY is <i>Duty Free Philippines Corporation</i>										
1.1(i)	The Supplier is _____.										
1.1(j)	<p>The Funding Source is: The Government of the Philippines (GOP) through the 2020 Corporate Budget of Duty Free Philippines Corporation in the amount of: Eight Million Six Hundred Thirty Thousand One Pesos & 60/100 (Php8,630,001.60)</p>										
1.1(k)	<p>The Project Site is: DUTY FREE PHILIPPINES CORPORATION Mactan- Cebu International Airport Terminals 1 & 2</p>										
2.1	No further instructions.										
5.1	<p>The PROCURING ENTITY's address for Notices is: DUTY FREE PHILIPPINES CORPORATION, EHA Building, Fiestamall, Columbia Complex, Ninoy Aquino Ave., Parañaque City</p> <table border="0" data-bbox="427 1131 1369 1317"> <tr> <td>Vicente Pelagio A. Angala</td> <td>Patrick P. Layosa</td> </tr> <tr> <td>Chief Operating Officer</td> <td>Security Department Manager</td> </tr> <tr> <td>Tel. Nos. (632) 8879-3559</td> <td>Tel. Nos. (632) 8552 4316</td> </tr> <tr> <td>Fax No. (632) 8552 4301</td> <td>Fax No. (632) 8879 3524</td> </tr> <tr> <td></td> <td>layosapp@dfp.com.ph</td> </tr> </table> <p>The Supplier's address for Notices is: _____ _____ _____ _____ _____ _____ _____</p>	Vicente Pelagio A. Angala	Patrick P. Layosa	Chief Operating Officer	Security Department Manager	Tel. Nos. (632) 8879-3559	Tel. Nos. (632) 8552 4316	Fax No. (632) 8552 4301	Fax No. (632) 8879 3524		layosapp@dfp.com.ph
Vicente Pelagio A. Angala	Patrick P. Layosa										
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	layosapp@dfp.com.ph										
6.2	<p>SERVICES RENDERED AND DOCUMENTS</p> <p>Delivery of Services shall be made by the SUPPLIER in accordance with the terms specified in Section VI, Schedule of Requirements.</p>										

GCC Clause	
	<p>The SUPPLIER shall, at the mid and end of each month, submit the following documents:</p> <ol style="list-style-type: none"> 1. Statement of Account. 2. Attendance Summary (original copy of the semi-monthly summary of daily time records duly certified by the PROCURING ENTITY). 3. Photocopy of its payroll (immediately preceding payroll period) indicating receipt of payment of salaries and wages due to guards assigned at the PROCURING ENTITY. 4. Sworn affidavit executed by the agency's finance officer stating the following: <ul style="list-style-type: none"> • Salaries and wages of the guards assigned in the PROCURING ENTITY for the immediately preceding payroll period has already been paid and released in accordance with the latest applicable wage order. • SSS, PhilHealth, Pag-ibig, Retirement Benefit and State Insurance Fund remittances are paid for by the SUPPLIER every end of the month in accordance with their latest applicable computation table. <p>The PROCURING ENTITY, at its discretion, may demand the submission of proof of correct and timely remittance of SSS, PhilHealth, Pag-ibig, Retirement Benefit and State Insurance Fund.</p> <p>For purposes of this clause the Procuring Entity's representative at the project site is Mr. Patrick P. Layosa.</p> <p>UNDERTAKING OF THE SUPPLIER</p> <ol style="list-style-type: none"> 1. Ensure that all guards provided to service the PROCURING ENTITY are well trained, competent, qualified, licensed and uniformed security personnel in accordance with requirements set forth in RA 5487 as amended. They should also be aware of their security and safety functions to protect the interest of the PROCURING ENTITY; 2. Monitor the assigned guards in the performance of their duties and responsibilities by conducting regular daily inspections to ensure that the security guards are properly discharging their duties pursuant to the existing and new company policies and procedures, giving due regard to the interest of the PROCURING ENTITY; 3. Maintain an office in the project location for better feedback and monitoring of performance and competence. For this purpose, the SUPPLIER shall immediately notify the PROCURING ENTITY of any change in the office address;

GCC Clause	
	<ol style="list-style-type: none"> 4. Immediately replace the Detachment Commander/Officer-In-Charge and/or security guards any time upon the request of the PROCURING ENTITY; 5. Maintain its good standing as a qualified and competent security agency by ensuring financial capability to provide services as an independent SUPPLIER as evidenced by a duly issued Certificate of Registration of Job/Service Contractor/Sub-Contractor pursuant to DOLE Department Order No. 174-17; 6. Obtain, at its own account, the necessary valid licenses, permits, and other documentary requirements, and comply with the foregoing legal undertakings. For this purpose, the PROCURING ENTITY shall, upon its request, be provided with valid licenses, permits and financial statements of the SUPPLIER for evaluation; 7. The SUPPLIER shall provide additional personnel upon request of the PROCURING ENTITY with the approval of the HEAD OF THE PROCURING ENTITY if the request is for permanent assignment, and the Security Manager if the request is for temporary assignment or contingency; 8. Submit to the PROCURING ENTITY any amendment to their Articles of Incorporation; 9. The SUPPLIER upon signing of the contract shall submit to the PROCURING ENTITY/END USER the following; Security Survey, Security Audit/Risk Assessment & Contingency Plans (Fire, Bomb Threats, Bombing Incidents, Heavy Rains, Flood, Earthquake, Civil Disturbance, Crowd Control, Armed Robbery, Terroristic/Hostage Situation, Handling of Crime Scene & Heightened Alert Status); 10. The SUPPLIER shall provide or designate a Project Manager/Officer to the PROCURING ENTITY who can decide on matters pertaining to security operations, administrative, billings & collections, etc. 11. The SUPPLIER shall ensure maintenance of adequate manpower deployment, and in case of failure to comply with the manpower requirement, either due to absence or tardiness, the SUPPLIER shall be charged an amount equivalent to one tenth of one percent of the billing period, for every unmanned post by way of penalty charges which shall be automatically deducted by the PROCURING ENTITY from the semi-monthly billings. 12. The SUPPLIER is responsible for the prompt payment of salary adjustments of their employees/personnel. The PROCURING ENTITY shall disqualify the current SUPPLIER to join in the next & succeeding bidding processes for security services for non-compliance of the foregoing.

GCC Clause	
	<p>INSPECTIONS</p> <p>The PROCURING ENTITY reserves its right to inspect the guards detailed/assigned at its premises any time of its operation.</p> <p>SCHEDULE OF REQUIREMENTS</p> <p>The schedule and/or number of guards specified in Section VI, Schedule of Requirements may be modified and/or increased/decreased at the sole discretion of the HoPE. It is understood that no payment for the deployment of additional guards shall be made unless a Manpower Deployment Schedule for such increase has been duly approved by the HoPE. In the event that the SUPPLIER decides to pull out any guard from the premises, the SUPPLIER shall give prior notice to the PROCURING ENTITY for conformity and provide Immediate replacement thereof.</p> <p>PROVISIONS FOR PAYMENT</p> <ol style="list-style-type: none"> 1. The SUPPLIER shall be paid the contract rate for the day shift, night shift per guard per eight (8) hours tour of duty per day and hourly rate for extended duty on a bi-monthly basis. 2. On the basis of the contract rate, the guards shall receive a compensation package, inclusive of benefits in accordance with the applicable Cost Distribution. The rate includes services rendered by guards on Sundays and Legal Holidays. 3. The PROCURING ENTITY is not obliged to pay the guards on the day that the said guard/s is/are found sleeping or has abandoned post. <p>LIABILITY FOR LOSSES AND DAMAGES</p> <p>The SUPPLIER shall be responsible for any loss or damage that may be incurred by the PROCURING ENTITY, its officers, employees, clients, customers, suppliers, and visitors, which are directly attributable to the act, omission, fault or negligence of the SUPPLIER, its guard/s or employees, except under any of the following situations:</p> <ol style="list-style-type: none"> 1. Loss or damage to property, belonging to the PROCURING ENTITY kept or placed outside the warehouse/stockroom or selling areas, unless the same have been formally turned over to the SUPPLIER through the guard(s) assigned in the premises, with an actual physical inventory of the same, made in the presence of the representative of the PROCURING ENTITY and that of the SUPPLIER, and entered in their respective logbooks and acknowledged by way of their respective signature, affixed therein; 2. Loss or damage to properties, which are not reported to the SUPPLIER within seventy-two (72) hours after its discovery by the PROCURING ENTITY, unless the SUPPLIER's guard on

GCC Clause	
	<p>duty has knowledge already of such loss or damage thereby rendering, said report unnecessary.</p> <p>The PROCURING ENTITY may immediately deduct from the billings of the SUPPLIER the losses and/or damages due to the fault or negligence of the SUPPLIER, its security guard/s or employees subject to reimbursement should it be found after an in-depth investigation that the fault is attributable to the PROCURING ENTITY.</p> <p>EMPLOYER-EMPLOYEE RELATIONSHIP</p> <p>The PROCURING ENTITY shall not be responsible for any claims for general injury, including death sustained by the guards or any third person arising out of or in the course of the performance of the functions of the guards pursuant to this contract. It is expressly understood that “no employee-employer relationship” exists between the parties or of their employees, representatives and agents.</p>
10.4	Not applicable.
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	<p>The screenings to be conducted are:</p> <ol style="list-style-type: none"> 1. Passed the interview process. 2. Passed the required agility tests. 3. Assessment and evaluation of credentials: <ol style="list-style-type: none"> A. Security Guards <ol style="list-style-type: none"> i. Valid Security License issued by PNP-SOSIA ii. Diploma/Certificate or Transcript of Records iii. AVSEC Training Certificate from PNP-AVSEC/CAAP accredited Training School; iv. Neuro-Psychiatric Clearance from PNP-SOSIA accredited examination center; v. Drug Test results from the examination center accredited by DOH-DDB IDTOMIS; vi. Physical/Medical Examination Report (with remarks on: binocular vision of correctable 20/20 and free of color blindness, with normal blood pressure). vii. Local & National Agency Clearances (Barangay, NBI, PNP-C2/PNP Clearance). viii. Certificate of Employment (CoE) from the previous employer. ix. Background Investigation Report (neighborhood & barangay check)

GCC Clause	
	<p>B. Detachment Commanders/Shift in Charge</p> <ul style="list-style-type: none"> i. Security officer license issued by PNP-SOSIA; ii. Diploma/Transcript of Records; iii. Neuro-Psychiatric Clearance from PNP-SOSIA accredited examination center; iv. Drug Test results from the examination center accredited by DOH-DDB IDTOMIS; v. Physical/Medical Examination Report (with remarks on: binocular vision of correctable 20/20 and free of color blindness, with normal blood pressure); vi. Local & National Agency Clearances (Barangay, NBI, PNP-C2/PNP Clearance); vii. Certificate of Employment (CoE) from the previous employer; viii. Background Investigation Report (neighborhood & barangay check).
17.3	Not applicable.
17.4	Not applicable.
21.1	No additional provision.

VI. SCHEDULE OF REQUIREMENTS

The Supplier shall provide the PROCURING ENTITY with Security Services specified in the Scope of Services under Item I of this Section **for a period of one (1) year**:

I. Scope of Services

- a. Maintain law and order within the premises of the PROCURING ENTITY;
- b. Guard and protect the properties and premises of the PROCURING ENTITY, including properties of its employees, clients, customers, suppliers, visitors and other persons conducting business with the PROCURING ENTITY, from theft, robbery, damage, malicious mischief, trespassing or other unlawful and destructive acts of any person;
- c. Protect the PROCURING ENTITY's personnel, clients, customers, suppliers, or visitors against assault by any person/s;
- d. Enforce various rules and regulations which the PROCURING ENTITY may promulgate from time to time, specifically those relating to the maintenance of security and safety;
- e. Provide escort security services for transfers of cash and goods, to and from and/or within the PROCURING ENTITY's premise/s as may be required by the PROCURING ENTITY;
- f. Assist the PROCURING ENTITY in investigating incidents concerning security and safety incidents within the premises of the PROCURING ENTITY;
- g. Assist the PROCURING ENTITY in the formulation and development of an effective security program including policies, rules and regulations pertaining to security and safety;
- h. Provide training programs (at its own account) for its assigned security personnel for emergency preparedness on natural and man-made calamities & first aid, suspect profiling and apprehension and customer service;
- i. Provide the Daily Manpower Deployment and Minimum Logistical Requirements.
- j. Provide the PROCURING ENTITY a list of deployed security personnel with a maintaining passing score equivalent to 80% on marksmanship training to qualify them in carrying firearms to their respective post of assignments.
- k. Provide the PROCURING ENTITY with a Break-time reliever to assume post, duties & responsibilities of the guard who is on a long break. Break period rendered should be reflected in the time card for easy reference in billing purposes.
- l. Maintain an adequate number of Day-off relievers apart from the Break-time relievers which shall be one (1) for every six (6) guard posts.
- m. Provide the PROCURING ENTITY with Detachment Commander (DC), holding Security Officer's License issued by PNP-SOSIA, duly completed the Certified Security Professional (CSP) & Basic Occupational Safety & Health (BOSH) Training Courses, DC shall be considered as a deployed guard. DC shall implement instructions given by the PROCURING ENTITY and ensure that all instructions shall be carried out by all guards.

- n. The SUPPLIER shall in no case provide any member of the security personnel who is/are relative to any employee of the PROCURING ENTITY within the fourth degree of consanguinity or affinity.

2. MANPOWER DEPLOYMENT SCHEDULE

CEBU STORE		
ITEM NO.	DESCRIPTION	QUANTITY
1	Day Shift (8-hr. Duty/day)	12
2	Night Shift (8-hr. Duty/day)	12
3	Extended Duty/Day (beyond regular but less than 8 hrs)	96 (hour)
TOTAL		24

3. DEPLOYMENT BY SEX

LOCATION	MALE	FEMALE	TOTAL
DFPC Cebu	10	14	24

4. MINIMUM LOGISTICAL REQUIREMENT

In the performance of their duty, the SUPPLIER shall provide their guards with the Minimum Logistical requirement as described in Item 4 of this section.

COMMUNICATION	Mobile/Cellular Phone with Php300.00 monthly load	1
	Base	1
	Handheld	12
	Spare Battery Pack	12
	Battery Charger	7
	Head Set	24
	Megaphone	1
First Aid Kit	24	
Still Camera	1	
Video Camera	1	
Metal Detector	2	
Pax Counter	7	
Computer Set with Colored Printer (all-in-1)	1	
LED Search Light	3	
Big Umbrella	1	
Revolving Fund	Php500.00	

IMPLEMENTATION SCHEDULE:

For new provider, commencement of security service shall be **thirty (30) days** from the receipt of the Notice to Proceed.

Signature over printed name

Position

Duly authorized to sign this Schedule of Requirements for and on behalf of

_____.

Date: _____

VII. TECHNICAL SPECIFICATIONS

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 be ground for rejection of the bid under evaluation.** 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 provisions of ITB Clause 3.1 (a.2) and/or GCC Clause 2.1 (a.2).

MINIMUM SPECIFICATIONS / QUALIFICATIONS	STATEMENT OF COMPLIANCE
I. SECURITY GUARDS	
A. QUALIFICATIONS	
1. At least second year college/senior high school graduate	
2. At least 21 years of age	
3. Minimum one (1) year experience preferably from a retail industry	
4. With valid security license issued by PNP-SOSIA	
5. Graduate of Basic Aviation Security Training Course	
6. Physically & mentally fit with pleasing personality	
7. Minimum height of 5'7" with maximum waistline of 38" for male and/or 5'3" in height for female with maximum waistline of 32"	
B. SCREENING PROCESS	
1. Passed the interview process	
2. Passed the required agility tests (jogging, sit-ups, pull-ups, push-ups, etc.)	
3. Assessment/evaluation of credentials: <ul style="list-style-type: none"> x. Valid Security License issued by PNP-SOSIA xi. Diploma/Certificate or Transcript of Records xii. AVSEC Training Certificate from PNP-AVSEC/CAAP accredited Training School; xiii. Neuro-Psychiatric Clearance from PNP-SOSIA accredited examination center; xiv. Drug Test results from the examination center accredited by DOH-DDB IDTOMIS; xv. Physical/Medical Examination Report (with remarks on: binocular vision of correctable 20/20 and free of color blindness, with normal blood pressure). xvi. Local & National Agency Clearances (Barangay, NBI, PNP-C2/PNP Clearance). xvii. Certificate of Employment (CoE) from the previous employer. xviii. Background Investigation Report (neighbourhood & barangay check) 	

II. DETACHMENT COMMANDER (DC) AND DETACHMENT – IN – CHARGE (DIC) / SHIFT – IN – CHARGE (SIC)	
A. QUALIFICATIONS	
1. Minimum one (1) year supervisory experience preferably in retail industry	
4. With valid security officer license issued by PNP-SOSIA	
5. Physically and mentally fit with pleasing personality	
6. Preferably not more than 45 years of age, at least 5'7 in height and maximum of 38" of waistline for male and/or 5'3" in height for female with maximum waistline of 32" with basic knowledge in self-defense.	
7. College Graduate preferably BS Criminology or Graduate of any Bachelor's Degree Course	
8. Should have undergone the following training; Supervisory Training Course, CSP, BOSH with corresponding certificates	
9. Must have good English communication skills, both oral & written	
B. SCREENING PROCESS:	
1. Passed the interview process	
2. Passed the required agility tests	
3. Assessment/evaluation of credentials: a. Security officer license issued by PNP-SOSIA; b. Diploma/Transcript of Records; c. Neuro-Psychiatric Clearance from PNP-SOSIA accredited examination center; d. Drug Test results from the examination center accredited by DOH-DDB IDTOMIS; e. Physical/Medical Examination Report (with remarks on: binocular vision of correctable 20/20 and free of color blindness, with normal blood pressure); f. Local & National Agency Clearances (Barrangay, NBI, PNP-C2/PNP Clearance); g. Certificate of Employment (CoE) from the previous employer; h. Background Investigation Report (neighbourhood & barrangay check).	

MINIMUM SPECIFICATIONS / QUALIFICATIONS	STATEMENT OF COMPLIANCE
III. QUALIFICATION OF SUPPLIER	
A. STABILITY	
1. Minimum 5 years of continuous operation	
2. Current Assets vs Current Liabilities (1.25:1) Ratio	
3. Minimum 5 plantilla positions (Security Management Staff)	
B. RESOURCES	
1. 100 Licensed Firearms	

2. 3 Base & 60 Handheld Licensed Radio Units	
3. 1 Unit Utility Vehicle	
4. 200 Licensed Guards	
C. SECURITY PLAN	
Mactan Cebu International Airport (MCIA) Terminals 1 & 2	
D. PERSONNEL RECRUITMENT & SELECTION	
1. Pre-employment/Admission Test	
2. Previous Employment Check	
3. Full Background Examination	
E. TRAINING PROGRAM (Annual)	
1. Emergency preparedness on natural and man-made calamities & first aid	
2. Suspect profiling & apprehension	
3. Customer Service	

ADDITIONAL REQUIREMENTS TO BE SUBMITTED ON THE DATE OF BID OPENING AS INTEGRAL PART OF THE TECHNICAL SPECIFICATIONS:

1. Valid Certification from PNP-SOSIA on non-inclusion in the list of 'Suspended' or 'Blacklisted' security service providers.
2. December 2019 Certificate of No pending Case from Department Of Labor and Employment (DOLE) Regional Office, National Labor Relations Commission (NLRC), and National Conciliation and Mediation Board (NCMB) where the principal office of the prospective bidder is located and where the project is to be implemented, or if there is a pending case the same is subject for verification by the End-User to establish its veracity and determine if a decision to be made is favorable for the said security provider or no adverse effect to it.
3. Valid and current License to Operate (LTO) issued by PNP. In case the validity is less than six (6) months, the Lowest Calculated Bidder shall submit proof of application for renewal.
4. Previous License to Operate issued by PNP from 2016 to 2019.
5. Current/Provisional license from the National Telecommunications Commission (NTC) to operate radio communication facilities with a minimum number of sixty (60) handheld or portable radio transceivers and three (3) base units.
6. Certification issued by SSS or validated proof of payment that the agency has been religiously remitting employee and employer share/contributions for the last two (2) years (January 2018 to December 2019).
7. Valid and current Certificate of Accreditation as Private Security Training School/Center under the name of the agency applicant issued by the PNP Security Agencies Guard Supervision Division/Supervisory Office on Security and Investigation Agencies (SAGSD/SOSIA);

or

If not under the name of the applicant security agency, proof of ownership, i.e. Articles of Incorporation, DTI Registration of the said Training School/Center, to show stockholder/s of the said security agency is/are stockholder/s of the Training School/Center should be submitted;

or

Valid and current Agreement/Contract with a duly accredited security training school;

8. Security Plan.
9. Sworn Affidavit of compliance with the requirements for personnel recruitment and selection processes in relation to Section VII, Item D.
10. Training Module and Program of Instructions (POI) in relation to Section VII. Item E.
11. Inventory of licensed firearms (classified as revolvers, pistols, etc.), communication equipment (such as base, two-way hand held radio etc.) other equipment (such as CCTV system, Video or still cameras, metal detectors, etc.), at least one (1) service or utility vehicle, (e.g. vans, AUV, cars, motorcycles), owned or under lease and/or under purchase agreement.
12. October to December 2019 (Last three months) Disposition of manpower and firearms duly received by PNP-SOSIA.
13. Certificate of Site Inspection. (Refer to Bidding Form No. 8).

Signature over printed name

Position

Duly authorized to sign this Technical Specification for and on behalf of

Date: _____

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

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

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

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

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

NFCC = PhP _____

Submitted by:

Name of Bidder

Signature of Authorized Representative over Printed Name

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: Duty Free Philippines Corporation
 Fiestamall, Columbia Complex,
 Ninoy Aquino Avenue, Parañaque City

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 contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

***[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]***
Affiant

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 Identification Card 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. _____

MCLE Compliance No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

1. *Select one, delete the other:*

If a sole proprietorship: I am the sole proprietor 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 Duty Free Philippines Corporation;

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

3. Name of Bidder is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. Name of Bidder is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *Select one, delete the rest:*

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

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

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

Bidding Form No. 3

- 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;
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project]; and
- 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 hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

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

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

BID FORM

Date: _____

To: **ENGR. JOEL R. PEREZ**
Duty Free Philippines Corporation
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers **[insert numbers]**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **PROVISION OF SECURITY SERVICES FOR DFPC CEBU (OCOO2020-01)** in conformity with the said Bidding Documents for the sum of **____ [STATE HERE TOTAL BID AMOUNT IN WORDS AND FIGURES] _____** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this _____ day of _____ 2019.

Signature over printed name

Position

Duly authorized to sign Bid for and on behalf of _____

Bidding Form No. 5

PRICE SCHEDULE

Name of Bidder _____

A	B	C	D	E	F	G	H
AREA	DESCRIPTION	NO. OF GUARDS	DAILY RATE PER GUARD	GUARD'S ACCUMULATED HOURS OF EXTENDED DUTY PER DAY	RATE PER HOUR	TOTAL NO. OF DAYS	TOTAL PRICE (C x D) x G
DFPC MACTAN CEBU	Day Shift (8hr duty/day)	12		---	---	365	
	Night Shift (8hr duty/day)	12		---	---	365	
	Duty beyond regular but less than 8hrs			96		365	
TOTAL							

***Note:**

- For Applicable taxes, please refer to Section 32.2.2 of the 2016 Revised IRR of R.A. 9184
- In case of overtime, rate should be inclusive of SSS and Administrative Overhead increments with 12% VAT.
- For purposes of computation, where applicable, all figures should be rounded off to a maximum of two (2) decimal places.

Signature over printed name

Position

Duly authorized to sign this Price Schedule for and on behalf of _____

Date: _____

**COST DISTRIBUTION PER MONTH
(Wage Order No. ROVII-21)**

Days Worked Per Week No. of Days/year	Day Shift 7 days 393.5 8 hrs work/day	Night Shift 7 days 393.5 8hrs work/day
Amount to Guard		
New Daily Wage	386.00	386.00
Average Pay Per Month	12,657.58	12,657.58
Night Differential Pay	---	1,265.76
13 th Month Pay	978.40	978.40
5 Days Incentive Leave Pay	160.83	160.83
Uniform Allowance	100.00	100.00
Total Amount Directly to Guard	13,896.81	15,162.57
Amount to Gov't. In Favor of Guard		
Retirement Benefit	723.75	723.75
SSS Premium	1,040.00	1,120.00
Phil health Contribution	161.44	161.44
State Insurance Fund	10.00	10.00
Pag-Ibig Fund	100.00	100.00
Total Amount to Gov't. in Favor of Guard	2,035.19	2,115.19
Total Amount to Guard and Gov't.	15,932.00	17,277.76
Administrative Overhead and Margin		
Value Added Tax		
CONTRACT RATE PER GUARD		

Signature over printed name

Position

Duly authorized to sign this Cost Distribution Per Month for and on behalf of

Date:

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the _____ day of _____ 2020 between **Duty Free Philippines Corporation** (hereinafter called "the Entity") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

[ACKNOWLEDGEMENT]

CERTIFICATION FOR SITE INSPECTION

In compliance with the requirements of the Duty Free Philippines Corporation, the **(name of the bidder's firm/company)** hereby certify that we have inspected the premises for the **Provision of Security Services for DFPC Cebu.**

Name and Signature of Bidder's Authorized Representative

Position: _____

Bidder's Company Name: _____

Attested by:

Procuring Entity's (DFPC) Representative

REQUEST FOR RECONSIDERATION

Date of Issuance

ENGR. JOEL R. PEREZ
BAC Chairperson
Duty Free Philippines Corporation
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

Dear Madame:

In relation to the results of the Bid Opening/Post-Qualification conducted for the bidding of the **(Name of Project)** held on **(date and time)** at **(venue)**, we would like to request for reconsideration the decision of "Ineligibility" of our of our firm on the following grounds:

We are hoping for your consideration.

Very truly yours,

Name of the Representative of the Bidder

Position of the Representative

Name of the Bidder

Received by the BAC:

Date: _____