

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of SECURITY SERVICES FOR 2021**

Government of the Republic of the Philippines

**Sixth Edition  
November 2020**

**Preface**

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

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

### **Notes on the Invitation to Bid**

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

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

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

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



## *National Archives of the Philippines*

### **INVITATION TO BID FOR PROCUREMENT OF SECURITY SERVICES FOR 2021**

1. The *National Archives of the Philippines*, through the *General Appropriations Act 2021* intends to apply the sum of ***Eight Million Five Hundred Thousand Pesos (Php 8,500,000.00)*** being the ABC to payments under the contract for ***Procurement of Security Services for 2021***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *National Archives of the Philippines* now invites bids for the above Procurement Project. Delivery of the Goods is required by ***Fiscal year 2021***. Bidders should have completed, within ***five (5) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. 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 *National Archives of the Philippines* and inspect the Bidding Documents at the address given below during ***Monday to Friday, 8:00 a.m. to 5:00 p.m.***
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***November 10, 2020*** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Ten Thousand Pesos (Php 10,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The *National Archives of the Philippines* will hold a Pre-Bid Conference<sup>1</sup> on ***November 17, 2020, 1:00 p.m.*** at ***NAP Audiovisual Room, 6<sup>th</sup> Floor PPL Building 1000 U.N. Avenue corner San Marcelino Street, Manila*** and/or through video conferencing or webcasting via ***Zoom Meeting, (Meeting ID: 987 5230 0302)***, which shall be open to prospective bidders.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below on or before **December 1, 2020, 12:30 p.m.** 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 **December 1, 2020, 1:00 p.m.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **National Archives of the Philippines** 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:

**VIRGINIA S. RAYMUNDO**

*BAC Secretariat*

*National Archives of the Philippines*

*6<sup>th</sup> Floor PPL Building*

*1000 U.N. Avenue corner San Marcelino Street, Manila*

*[nationalarchives@nationalarchives.gov.ph](mailto:nationalarchives@nationalarchives.gov.ph) / [nap\\_bac@nationalarchives.gov.ph](mailto:nap_bac@nationalarchives.gov.ph)*

*Telefax: (02) 8708-8656*

*[www.nationalarchives.gov.ph](http://www.nationalarchives.gov.ph)*

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://nationalarchives.gov.ph/invitation-to-bid/>

November 9, 2020



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**ELIZABETH B. EJE**  
*BAC Chairperson*

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

### **Notes on the Instructions to Bidders**

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

## 1. Scope of Bid

The Procuring Entity, *National Archives of the Philippines* wishes to receive Bids for the *Procurement of Security Services for 2021*.

The Procurement Project (referred to herein as “Project”) is composed of *Security Services for 2021*, 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 *General Appropriations Act 2021* in the amount of *Eight Million Five Hundred Thousand Pesos Only (Php 8,500,000.00)*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. 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 either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

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

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

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

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

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

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

a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

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

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 14.2. The Bid and bid security shall be valid until **March 31, 2021**. 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 one copy of the first and second components of its Bid.

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

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

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

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

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

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

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

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

## **18. Domestic Preference**

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

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

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

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

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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**

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

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

### **Notes on the Bid Data Sheet**

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. Security Services.</li> <li>b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
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> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>One Hundred Seventy Thousand Pesos (Php 170,000.00)</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>Four Hundred Twenty-Five Thousand Pesos (Php 425,000.00)</b> if bid security is in Surety Bond.</li> </ol>
20.2	<ol style="list-style-type: none"> <li>a. <i>Latest Income Tax Return filed through EFPS;</i></li> <li>b. <i>Notarized Copy of Statement of Disposition of Clients, Security Guards, &amp; Firearms submitted to and proof of receipt by the PNP-SAGSD;</i></li> <li>c. <i>Certified True Copy and valid License to Operate issued by the Security Agency and Guards Supervisory Division (SAGSD) under RA 5487, otherwise known as the Private Security Agency as amended;</i></li> <li>d. <i>Certificate of PADPAO Membership</i></li> <li>e. <i>Latest Clearances from the following agencies: (as of June 2020)</i> <ul style="list-style-type: none"> <li>• <i>Social Security System</i></li> <li>• <i>State Insurance / ECC</i></li> <li>• <i>PhilHealth</i></li> <li>• <i>Pag-Ibig</i></li> </ul> </li> <li>f. <i>Certificate of pending or no pending labor standards violations case/s issued by the National Labor Relations Commission (NLRC) and DOLE</i></li> <li>g. <i>Certificate of Registration pursuant with DOLE Department Order No. 18-A series of 2011</i></li> <li>h. <i>Affidavit to provide employee's welfare</i></li> <li>i. <i>Certificate of satisfactory rating from SLCC.</i></li> </ol>
21.2	<ol style="list-style-type: none"> <li>a. <i>List of personnel to be assigned with their complete qualifications and experience data</i></li> <li>b. <i>List of communication equipment to be assigned with a copy of valid license/s from NTC</i></li> <li>c. <i>List of firearms to be assigned with a copy of valid licenses from PNP-FED</i></li> </ol>

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

### **Notes on the General Conditions of Contract**

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

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

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 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. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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

## *Section V. Special Conditions of Contract*

### **Notes on the Special Conditions of Contract**

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

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

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

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

## Special Conditions of Contract

GCC Clause	
2.2	<p>The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> <li>1. Client shall pay the Security Agency based on the latter's actual services rendered under this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month. It is understood that the Security Agency's billings include all the statutory compensation and benefits due to its Security Guards.</li> <li>2. The Security Agency shall inform the Client of the place and time of payment of wages and they may proceed with the payment of wages should the Client's representative, without the prejudice to do so, fail to arrive on the specified time and place to witness the payment.</li> </ol> <p><b>MANNER OF PAYMENT</b></p> <ol style="list-style-type: none"> <li>1. Payment shall be made every fifteenth (15th) day and at the end of each month for security services rendered per billing submitted by the Security Agency shall be supported by a properly accomplished payroll showing the gross amount earned, deductions and the net amounts payable to the Security Guards and properly signed daily time records. The number of Security Guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period.</li> <li>2. If Client becomes liable to any employee of the Security Agency under the provisions of any law resulting from the Security Agency's failure to comply with said law, the Security Agency shall reimburse Client for all payments made to said employee, including the cost of suit as the case maybe. The Security Agency shall, together with its billings, submit to the Client a sworn statement certifying that it has paid the salaries, wages and/or benefits due to its guards under the law for the billing period.</li> </ol>

## *Section VI. Schedule of Requirements*

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Security Services	Eighteen (18) Security Staff	Eighteen (18) Security Staff	The contract duration is from January to December 2021

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

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

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

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

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

# Technical Specifications

Item	Specification	Statement of Compliance
<b>A.</b>	<b>SCOPE OF WORK</b>	
	<ol style="list-style-type: none"> <li>1. Qualified, acceptable, licensed, bonded, armed and uniformed security on a 24-hour daily coverage for the <b>Client's</b> offices for the purpose of ensuring its security and safety, including the <b>Client's</b> properties deposited and stored therein, as well as the persons and properties of <b>Client's</b> employees, against losses and damage due to and/or caused by theft, pilferage, robbery and other lawful acts of strangers and/or third parties.</li> <li>2. It shall provide the appropriate number of guards for two (2) shifts a day. The tour of duty for each guard on regular duty shall be twelve (12) hours daily. No guard shall be made to render more than twelve (12) hours of duty within a 24-hour period except in cases of extreme necessity and only upon prior written permission of the <b>Client</b>. Also provide one (1) reserve guard for each post.</li> <li>3. The <b>Security Agency</b> shall at all times extend security and protection to <b>Client's</b> visitors and personnel within the office/s and those on authorized official travel/s/missions and as the need arises.</li> <li>4. The <b>Security Agency</b> shall provide the following services: <ol style="list-style-type: none"> <li>a. Provide one (1) Security Coordinator to handle Security concerns and coordinate with the <b>Client's</b> management.</li> <li>b. Conduct quarterly Security Survey of the area being guarded.</li> <li>c. Round the clock Security Survey of the area being guarded.</li> <li>d. Conduct seminar at least twice a year to continually develop and upgrade the skills and knowledge of the security personnel assigned at NAP to revive responsibility among them.</li> <li>e. Conduct monthly meetings of guards to institute their alertness and discipline to maintain the desired maximum efficiency in the performance of their assigned task.</li> <li>f. Conduct seminar on Security and Safety Awareness for employees of the <b>Client</b> and other related subjects relevant to maintaining peace and order in the <b>Client's</b> premises.</li> <li>g. Provide highly trained security personnel as Special Emergency Response Team of back-up during special occasion like anniversary celebration, Christmas Party, and during visits of government dignitaries, etc.</li> <li>h. Provide in the formulation of Loss-Prevention Program of the <b>Client</b>, which includes measures in prevention of "Salisi" operations and all kinds of illegal "<i>modus operandi</i>" (e.g. Salisi, Budol-budol, Fixer and other related criminal acts).</li> </ol> </li> </ol>	

**B. MANPOWER REQUIREMENTS**

The **Security Agency** shall provide the **Client** with eighteen (18) Security Guards with the following schedule, to wit:

NAP Offices Location/Address	Number of Guard/s on Duty		Days on Duty
	@ 6:00 am – 6:00 pm	@ 6:00 pm – 6:00 am	
Main: PPL Building, San Marcelino, Paco, Manila	3	1	Monday-Sunday
Paco Extension Office: 1153 Cristobal Street, Paco, Manila	1	1	Monday-Sunday
NAP-Otis Building P. Guazon Street, Paco, Manila	2	2	Monday-Sunday
Intendencia Building: 2603 Aduana Street Intramuros, Manila	1	1	Monday-Sunday
RAN-Cebu Office	1	1	Monday-Sunday
RAN-Davao Office	1	1	Monday-Sunday
RCD Extension Storage, Dasmariñas, Cavite	1	1	Monday-Sunday
<b>TOTAL</b>	<b>10</b>	<b>8</b>	<b>18 guards</b>

**C. DEVICE AND EQUIPMENT REQUIREMENT**

The **Security Agency** shall provide the following devices/equipment necessary for the effective delivery of services:

Device/ Equipment	Quantity
<b>FIREARMS</b>	
1. 12 – Gauge Shotgun	3units
2. Caliber 38 Revolver	7 units
<b>AMMUNITIONS</b>	
1. 12- Gauge Shotgun	20 rounds
2. Caliber 38 Revolver	60 rounds
<b>COMMUNICATIONS EQUIPMENT</b>	
1. Handheld Radio Transceivers	7 units
2. Spare Battery Pack	7 units
3. Charger	7 units
4. Cellular Phones and Chargers	7 units
<b>Investigative and Surveillance System</b>	
1. CCTV Monitoring System	
Monitoring CCTV Camera (Infrared)	9 units
Computer-based DVR (8 channels)	1 unit

2. Ostrich Mirror	2 units
3. Metal Detector	4 units
4. Radio Cassette Recorder	1 unit
5. Handheld Camera	1 unit
6. Flashlight	4 units
<b>CROWD CONTROL EQUIPMENT</b>	
1. Megaphone	3 units
2. Riot Shield	2 units
3. Riot Helmet	8 pcs
4. Riot Truncheons	8 pcs
5. Tear Gas Canisters	8 pcs
6. Police Whistles	8 pcs
7. Night Sticks	8 pcs
8. Handcuffs	8 pcs
9. Traffic Vest and Gloves	8 pcs
<b>OFFICE EQUIPMENT &amp; SUPPLIES</b>	
1. Stapler	Regular supply
2. Wall Clock	1 unit
3. Pentel Pen	Regular supply
4. Record Book	Regular supply
5. Bond Paper	Regular supply
6. Folder	Regular supply
7. Paper clips and Fasteners	Regular supply
<b>SECURITY PARAPHERNALIA &amp; SUPPLIES</b>	
1. Medicine Cabinet (w/medicines)	3 sets
2. Umbrellas	7 pcs
3. Rain Coats	8 pcs
4. Rain boots	8 pairs

**D. OBLIGATIONS AND RESPONSIBILITES OF SECURITY AGENCY**

1. It is expressly understood and agreed that for all legal intents and purposes, all the guards of the **Security Agency** employed under this Contract shall not be considered employees of the **Client**. The **Security Agency** assumes full responsibility for the faithful and complete performance by the Security Guards of all their duties pursuant to the provisions of this Contract.
2. The **Security Agency** shall ensure and guarantee that its Security Guards shall familiarize themselves with **Client's** officers and personnel and at all times accord them the highest respect and courtesy.
3. The **Security Agency** shall submit promptly every morning to **Client** the shift guard mounting reports, as well as reports of all incidents of loss, injury and damage to life and property, involving **Client's** property and personnel that occurred during the previous day.
4. The **Security Agency** shall provide each guard with the appropriate agency-owned and licensed firearms and ammunitions as required in this Contract, or that which may be required by **Client** in the future as warranted by the situation, during his tour of duty, including but not limited to office equipment, tools, supplies and materials for the use, service and control of the security force under this Contract.
5. The **Security Agency** shall exercise effective administration, control, supervision and inspection, through its Supervisors/Shift-in-Charge, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty. The **Security Agency** shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to **Client's** personnel or visitors,

or damage/loss to **Client's** properties or those of its personnel or visitors within the service areas.

6. The **Security Agency** shall assign only members of the force who are acceptable to **Client** and the **Security Agency** shall not pull out any Security Guard from **Client** without the written consent of the latter.
7. The **Security Agency** hereby guarantees that all guards shall follow all regulations, policies, security programs and plans of **Client** to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of **Client** including authorized visitors in the execution of their duties.
8. The **Security Agency** shall provide **Client** with the number of guards as stated in this Contract, and any decrease or increase in the number of guards shall require the written approval of **Client**.
9. The **Security Agency** shall diligently and faithfully serve the best interests of **Client** in rendering its services and shall not, during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any classified information concerning the business affairs of **Client** which any member of the security force of the **Security Agency** may have acquired by reasons of such contractual relationship.
10. The **Security Agency** hereby guarantees that the salaries of guards detailed with the **Client** shall be paid the regular working hours not later than the 20<sup>th</sup> day of the month and 5<sup>th</sup> day of the succeeding month. Any repetitive or unjustified delays in the payment of the salaries attributable to the **Security Agency**, or if the guards are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for **Client** to terminate the Service Contract.
11. The **Security Agency** shall guarantee that all employer's share shall be paid by **Client** to the **Security Agency**, like the SSS premiums, State Insurance/ECC, PhilHealth, PAG-IBG and others and the corresponding employee's shares being deducted, are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for **Client** to remit these amounts directly to the concerned government agencies.
12. The **Security Agency** shall assign to **Client** well trained, experienced, licensed, uniformed and armed guards who shall meet the following qualifications:
  - a. For Supervisor/Shift-in-Charge, must have at least 36 units in college and at least two (2) years experience in supervisory work. For the Regular Guard, at least High School graduate with at least two (2) years experience in security work.
  - b. Not related to any **Client** personnel within the 4<sup>th</sup> degree of consanguinity or affinity.
  - c. Of good moral character, mentally sound and without criminal or police records; must have clearance from the PNP-Accredited Drug Testing Center, the National Bureau of Investigation, and a Certificate from a Neuro-Psychiatrist duly accredited by the Philippine National Police.

	<p>13. The <b>Security Agency</b> hereby binds itself to pay its employees assigned in accordance with the provisions of the pertinent laws and/or other legal issuances governing security agencies. The <b>Security Agency</b> shall solely be responsible for the payment of all indemnities to its guards, which may arise under existing laws and shall comply with the provisions of all other Philippine laws relative to its employees. For information purposes, the <b>Security Agency</b> shall, every end of the month, submit to <b>Client</b> reports and/or information concerning illness and/or accidents occurring or befalling its employees assigned to the <b>Client</b>.</p> <p>14. <b>Security Agency</b> must be compliant to all the requirements stated in DOLE Department Order No. 150-16 series of 2016.</p>	
<b>E.</b>	<b>PAYMENT</b>	
	<p>1. <b>Client</b> shall pay the <b>Security Agency</b> based on the latter's actual services rendered under this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month. It is understood that the <b>Security Agency's</b> billings include all the statutory compensation and benefits due to its Security Guards.</p> <p>2. The <b>Security Agency</b> shall inform the <b>Client</b> of the place and time of payment of wages and they may proceed with the payment of wages should the <b>Client's</b> representative, without the prejudice to do so, fail to arrive on the specified time and place to witness the payment.</p>	
<b>F.</b>	<b>MANNER OF PAYMENT</b>	
	<p>1. Payment shall be made every fifteenth (15<sup>th</sup>) day and at the end of each month for security services rendered per billing submitted by the <b>Security Agency</b> shall be supported by a properly accomplished payroll showing the gross amount earned, deductions and the net amounts payable to the Security Guards and properly signed daily time records. The number of Security Guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period.</p> <p>2. If <b>Client</b> becomes liable to any employee of the <b>Security Agency</b> under the provisions of any law resulting from the <b>Security Agency's</b> failure to comply with said law, the <b>Security Agency</b> shall reimburse <b>Client</b> for all payments made to said employee, including the cost of suit as the case maybe. The <b>Security Agency</b> shall, together with its billings, submit to the <b>Client</b> a sworn statement certifying that it has paid the salaries, wages and/or benefits due to its guards under the law for the billing period.</p>	
<b>G.</b>	<b>RIGHTS OF CLIENT</b>	
	<p>1. <b>Client</b> shall conduct inspection in ranks/formation of guards, firearms, and other equipage as required in the Contract upon the initial assumption of the contracted services before posting, and at least once every month thereafter.</p> <p>2. <b>Client</b> shall have the authority and prerogative to conduct inspections of the guards during their tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness.</p>	

	<ol style="list-style-type: none"> <li>3. <b>Client</b> shall have the authority and prerogative to impose disciplinary sanctions for any violation committed by the <b>Security Agency</b> guard, during his tour of duty or off duty, inside the <b>Client</b> premises. Any such violation, which comes to the attention of the <b>Security Agency</b> first, shall be reported by the <b>Security Agency</b> to <b>Client</b> in writing for appropriate action of the latter.</li> <li>4. <b>Client</b> shall have the right to increase or decrease the number of guards as the necessity for the same arises compensable in accordance with the provisions of the Labor Code and existing contract rate. <b>Security Agency</b> shall correspondingly increase or decrease the number of guards within twenty-four (24) from receipt of a written notice of that effect from <b>Client</b>, and <b>Security Agency</b> shall submit to <b>Client</b> within the first five (5) days of each month the updated list of guards to assigned, indicating the post, name, residence address of guards, license number, SSS number, tax account number, disposition and duty schedule.</li> <li>5. Whenever <b>Client</b> informs <b>Security Agency</b> in writing that any contracted guard, including any <b>Security Agency</b> personnel, in its findings and/or opinion is undesirable, the <b>Security Agency</b> shall, within twenty-four (24) hours from notice, relieve the employee and never again be assigned to <b>Client's</b> premises, and if, for any reason which it deems necessary to protect its interest, <b>Client</b> shall request in writing the revamp of the entire security force, <b>Security Agency</b> shall effect the same without additional cost on the part of <b>Client</b>.</li> <li>6. <b>Client</b> shall have the right to screen, select, accept and/or reject <b>Security Agency's</b> individual guards in accordance with <b>Client's</b> present criteria.</li> <li>7. <b>Client</b> shall have the right to inspect the guards at any time to insure the proper security of the personnel, materials and equipment within its premises. Likewise, the Chief Security Officer shall have the authority and prerogative to conduct inspection and impose disciplinary actions for any violations/s committed by the <b>Security Agency</b> guards, as provided in the preceding paragraph (2) and (3) above. This right of inspection by <b>Client</b> shall not relieve <b>Security Agency</b> from full responsibility for any inadequate security and protection of its personnel, premises and the contents thereof.</li> <li>8. <b>Security Agency's</b> security guards and personnel shall be under the supervision and control of <b>Client</b> with respect to deployment, work shifts and execution of security plans.</li> <li>9. <b>Client</b>, for the purpose of implementing the operational aspects of this Contract, shall officially deal with the Licensee or his/her authorized representative as indicated in the License to Operate of the <b>Security Agency</b>.</li> <li>10. <b>Client</b> shall have access to records of payment of salaries and/or auditorial right over the payroll of the <b>Security Agency</b>.</li> </ol>	
<p><b>H. RIGHTS OF CLIENT TO TERMINATE CONTRACT</b></p>		
	<ol style="list-style-type: none"> <li>1. It is expressly understood herein that the relationship of the <b>Security Agency</b> with <b>Client</b> is based purely on the trust and confidence of the latter in the former and that the <b>Client</b> shall have the right to terminate the Contract in case of loss of said trust and confidence in the <b>Security Agency</b>, upon thirty (30) days prior written notice therefore to <b>Security Agency</b>.</li> </ol>	

	<p>2. <b>Client</b> shall have the right to terminate the Contract, after 30-day written notice to the <b>Security Agency</b> on the following grounds:</p> <ul style="list-style-type: none"> <li>a. When <b>Security Agency</b> guard/s has willfully and intentionally or through negligence caused the death of, or has inflicted serious physical injury on any person or any <b>Client</b> personnel inside <b>Client</b> premises while on official duty.</li> <li>b. When <b>Security Agency</b> guard/s has willfully and intentionally or through negligence caused irreparable damage to the prestige or any vital interest of <b>Client</b>, great destruction of <b>Client</b> properties and equipment, or great economic loss by personal participation or non-performance of his duties and responsibilities.</li> <li>c. When <b>Security Agency</b> has violated other obligation required under this Contract and refused to comply and/or remedy the violation within the reasonable period given by <b>Client</b>.</li> <li>d. When <b>Security Agency</b> fails to pay the salaries of any guard in accordance with the Contract for two consecutive billing periods without just cause.</li> <li>e. When upon result of the audit findings, <b>Client</b> finds the <b>Security Agency</b> resorting to unauthorized illegal, involuntary and unreasonable deductions resulting to short and underpayment of salaries of guards thereby affecting their state of morale and efficiency.</li> <li>f. When <b>Client</b> finds the <b>Security Agency</b> to have failed in their obligation to any of its guards based on the <b>Security Agency</b>'s Contract with <b>Client</b>, thus, affecting the state of morale and efficiency of the entire force.</li> <li>g. When <b>Security Agency</b> increased or decreased the number of guards without written approval of <b>Client</b>.</li> </ul> <p>3. <b>Client</b> as its interest may require, shall have the right to cancel or terminate the Award of this Contract when the <b>Security Agency</b>, upon written notice, fails to comply any or all of the following, before the initial posting:</p> <ul style="list-style-type: none"> <li>a. Present physical to <b>Client</b> all the devices and equipment requirements under this Contract, including the list of names of security guards to be posted; and/or</li> <li>b. Provide the performance security as required under this Contract within the reasonable period prescribed by <b>Client</b>.</li> </ul> <p>4. <b>Client</b> may, without incurring liability, and as its interest may require, terminate the Contract in whole or in part, at any time, at its convenience by written notice sent to the <b>Security Agency</b>. The notice of termination shall specify that such termination is for <b>Client</b>'s convenience and state the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.</p>	
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## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) 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***

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (n) *[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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

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

## Computed Bid Price Breakdown

	Manila		Cavite		RAN Davao		RAN Cebu	
Days worked per week	7 days	7 days	7 days	7 days	7 days	7 days	7 days	7 days
No. of Days/yr	393.8	393.8	393.8	393.8	393.8	393.8	393.8	393.8
	12 hours	12 hours	12 hours	12 hours	12 hours	12 hours	12 hours	12 hours
	Day Rate	Night Rate	Day Rate	Night Rate	Day Rate	Night Rate	Day Rate	Night Rate
<b>Amount to Guard</b>								
Ave. Pay/Month (DW x No. of days per yr/12)								
Night Differential Pay (Ave. Pay/mo. X 10% x 1/3) x 1/ 2								
13th Month Pay (DW x 365/12/12)								
5 days incentive (DW + COLA x 5/12)								
Uniform Allowance (RA 5487)								
Overtime Pay								
<b>Amount to Govt in Favor of Guards</b>								
Retirement Benefit (RA 7641) (DWx22 5/12)								
SSS Premium								
Philhealth Contribution								
State Insurance Fund								
Pagibig Fund								
a. Total amount to Guard and Govt								
b. Agency Fee								
c. VAT (RMC 39-2007)								

