

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of  
Security Services –  
Four (4) Security  
Guards**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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





**REPUBLIC OF THE PHILIPPINES**  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
**REGIONAL OFFICE III**

**INVITATION TO BID FOR *Procurement of Security Services –  
Four (4) Security Guards***

1. The *Department of Budget and Management Regional Office III (DBM ROIII) and Procurement Service (PS), Pampanga Depot*, through the *FY 2022 National Expenditure Program or General Appropriations Act upon enactment<sup>1</sup> and PS Operating Budget, respectively*, intend to apply the sum of *P1,607,000.00* being the ABC to payments under the contract for *Procurement of Security Services – Four (4) Security Guards*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DBM ROIII and PS, Pampanga Depot* now invite bids for the above Procurement Project. Delivery of the Services is required for the period *January 1, 2022 to December 31, 2022*. Bidders should have completed, within *the past three (3) 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.

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 *Department of Budget and Management Regional Office III* and inspect the Bidding Documents at the address given below during *9:00 am to 4:00 pm*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *[insert date of availability of Bidding Documents]* from the given address and website(s) below *[Insert if necessary: and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of*

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<sup>1</sup> *In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of GOCCs, GFIs, and SUCs, the Corporate Budget for the contract approved by the governing Boards; in the case of LGUs, the Budget for the contract approved by the respective Sanggunian. (Section 5(a), R.A. 9184)*

*P2,500.00. 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 *DBM ROIII and PS, Pampanga Depot* will hold a Pre-Bid Conference<sup>2</sup> on *December 06, 2021, 1:00 PM* at *DBM ROIII Conference Room* through video conferencing or webcasting via google meet: <https://meet.google.com/kpn-xwoc-wmw> which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *December 20, 2021, 1:00 PM*. 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 20, 2021, 1:01 PM* at the given address below via google meet: <https://meet.google.com/dno-pnet-wps>
10. The *DBM RO III and PS, Pampanga Depot* 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:

***Reymon L. Romero***

*Department of Budget and Management-Regional Office III*

*Gov't. Center, Brgy. Maimpis, City of San Fernando (P)*

*Telefax Nos.: (045) 455-2486; 455-2672*

*Email Address: rromero@dbm.gov.ph*

**ROSALIE C. ABESAMIS**

*BAC Chairperson*

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<sup>2</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.

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

## **1. Scope of Bid**

The Procuring Entites, *DBM ROIII and PS, Pampanga Depot* wish to receive Bids for the *Procurement of Security Services – Four (4) Security Guards*.

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

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *FY 2022 National Expenditure Program or General Appropriations Act upon enactment and PS Operating Budget* in the amount of *P1,607,000.00*.

2.2. The source of funding is:

- a. NGA, the National Expenditure Program.
- b. PS Operating Budget.

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

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

- 5.2. 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.
  - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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 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 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 *three (3) 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 the **BDS**.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

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

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, 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>3</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**.
- 14.2. The Bid and bid security shall be valid until *February 20, 2021*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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<sup>3</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.

## **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**

The Bidders shall submit on the specified date and time at its physical address 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**

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

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

19.1. The Procuring Entity's BAC 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 14 shall be submitted for each lot or item separately.



- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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**

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**

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

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

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <i>Security services.</i></li> <li>b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not applicable.</i>
12	The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <i>P32,140.00 [Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>P80,350.00 [Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
19.3	<i>Not applicable.</i>
20.2	Must have a valid and current regular (Not Provisional) License to Operate (LTO) a Private Security Agency issued by the PNP-Supervisory Office for Security and Investigation Agencies (SOSIA); (Original/Certified True Copy)
21.2	<i>No additional requirements.</i>

## *Section IV. General Conditions of Contract*

## **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including 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 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<i>Not applicable.</i>
2.2	The terms of payment shall be every month billing.
4	<i>Not applicable.</i>





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

## Technical Specifications

MINIMUM REQUIREMENTS	BIDDER'S PROPOSAL COMPLY OR NOT COMPLY
<b>A. SERVICES</b>	
1. One (1) Security Supervisor to handle Security concerns with Communication Equipment	
2. Conducts daily general security survey of the are being guarded	
3. Provide other security related services such as VIP escort, background investigation, surveillance, investigation of incidents	
4. Round the clock spot inspection of the security guards by the security supervisor to ensure compliance with security procedures, rules and regulations including maintenance of cleanliness in their respective posts/areas.	
5. Periodic evaluation of the Security Supervisor by efficient Security Inspector from the bidder's command	
6. Conduct semi-annual training course to further enhance and update security skills and knowledge of security personnel	
<b>B. FIREARMS</b>	
1. All firearms enumerated are licensed by PNP and in the name of the company and are ready for immediate deployment	
2. One (1) unit Pistol or Revolver Caliber with ammo for every security post for the 1 <sup>st</sup> and 2 <sup>nd</sup> shift.  2.1 Pistol:  2.1.1 Semi-automatic  2.1.2 Ammunition capacity – seven (7)	

<p>2.1.3 Caliber 9mm</p> <p>2.1.4 Brand new or in good/functioning condition</p> <p>2.2 Revolver Caliber 38</p> <p>2.2.1 Ammunition capacity six (6) rounds</p>	
<b>C. COMMUNICATION AND SURVEILLANCE EQUIPMENT</b>	
1. All communication and surveillance equipment enumerated herein are licensed by the NTC, in the name of the company and are ready for immediate deployment	
2. One (1) unit UHF Portable/Handheld Radio for every security post for 1 <sup>st</sup> and 2 <sup>nd</sup> shift	
<b>D. SECURITY/OFFICE EQUIPMENT AND SUPPLIES</b>	
1. One (1) piece search stick for every post for the 1 <sup>st</sup> and 2 <sup>nd</sup> shift	
2. One (1) piece flashlight for every post for the 1 <sup>st</sup> and 2 <sup>nd</sup> shift	
3. One (1) pre-numbered log book in every post	
<b>E. LABOR PROBLEM</b>	
The DBM ROIII/PS, Pampanga Depot shall be absolved from any labor problem, as the same shall be assumed by the agency, in case such problem arises.	
<b>F. MONTHLY CONSULTATIONS</b>	
The agency shall arrange monthly meetings with DBM ROIII/PS, Pampanga Depot assigned supervisors for any problem/dispute that arises pertaining to the performance of security guards assigned thereat.	
<b>G. PAYMENT OF SALARIES</b>	

<p>The agency must have a buffer fund equivalent to three (3) month salary. Payment of salaries, wages and other benefits of the guards must not be dependent on the receivables of the agency from DBM ROIII/PS, Pampanga Depot.</p>	
<p><b>H. RECRUITMENT AND SELECTION CRITERIA WITH THE FOLLOWING QUALIFICATIONS FOR SECURITY GUARDS</b></p>	
<p>1. Must be Filipino citizen</p>	
<p>2. Must be at least a high school graduate</p>	
<p>3. At least twenty one (21) years of age but not more than sixty (60) years old</p>	
<p>4. At least 5'4" tall for male and 5'2" ft. for female</p>	
<p>5. Must be physically and mentally fit (medical certificate attached), as indicated in neuro-psychiatric clearance from a PNP and DOH-accredited institution</p>	
<p>6. Of good moral character and cleared by law enforcement of police agencies and other government offices issuing clearance for employment and without previous record of any conviction by final judgment of a criminal offence involving moral turpitude.</p>	
<p>7. Must possess honourable discharge documents, if with military background. Copies of clearances shall be furnished the DBM ROIII as may be necessary</p>	
<p>8. Possesses good public relations or should know proper decorum</p>	
<p>9. Licensed to carry firearms and properly screened and cleared by the PNP, NBI and other concerned government offices for this purpose, copies of such clearances to be furnished to the DBM ROIII upon deployment.</p>	

10. Must be a holder of the following Certificates: 1) National Certificate Training NC II, duly issued by TESDA and 2) Certificate of Training for Security Guards and other requirements of R.A. 5487 as amended. (Must be duly attached as part of the Technical Requirements)	
11. Holder of a security guard's license from the PNP SOSIA and valid for at least one (1) year, from date of posting and must be able to file an application for renewal of his license, so that immediately when his license expires, the renewal shall have been already approved and issued to him	
12. Trained in safe handling of firearms with Certificate from PNP Accredited Training Centre.	
13. In proper uniform and armed with a pistol or revolver with firearms license and sufficient ammunition at all times during his tour of duty	
14. Capable of assimilating written and/or oral instructions in English and Filipino and can render intelligible reports	
15. Must maintain good grooming, preferably military haircut	
<b>I. SECURITY PLAN</b>	
<b>J. ORGANIZATIONAL SET-UP</b>	

## **TERMS OF REFERENCE**

### **1.0 CONTRACT WORK**

1.1 Provision of qualified, bonded, uniformed and armed security guards to safeguard and protect the building premises, office machine equipment, motor vehicles, supplies, materials and other properties of the Department of Budget of Management ROIII (DBM ROIII) and Procurement Service (PS), Pampanga Depot from theft, pilferage, robbery, arson and other unlawful acts of strangers, third parties and/or its employees at all times within the agreed schedule;

1.2 Provision of additional services without additional compensation such as inspection of guards, investigation of irregularities, armed security services if needed and other similar services in relation to the works performed, provided however, that the same services will not in any manner affect the day-to-day operations of the Department.

### **2.0 DURATION**

Contract of security services shall be for the period of one (1) year. Extension of contract is also subject to the provisions of the Revised Implementing Rules and Regulations of RA No. 9184.

### **3.0 AREA COVERAGE**

Contract shall cover the following areas:

3.1 DBM ROIII located at the Regional Gov't. Center, Brgy. Maimpis, City of San Fernando (P).

3.2 PS, Pampanga Depot located at the Regional Gov't. Center, Brgy. Maimpis, City of San Fernando (P).

### **4.0 TOTAL NUMBER OF GUARDS AND DEPLOYMENT SCHEME**

4.1 Total number of guards: 4

4.2 Deployment Scheme shall be as follows:

4.2.1 Two (2) guards in all areas mentioned at 3.1. (1) guard for 12 hours and one (1) for the next 12 hours.

### **5.0 EXPECTED SERVICE QUALITY STANDARDS AND SPECIFICATIONS FROM THE SECURITY AGENCY**

5.1 Shall provide the DBM ROIII/PS, Pampanga Depot with qualified security guards who shall be in their proper uniform in accordance with R.A. 5487 as amended, while they are on duty and in a number as may be required from time to time.

5.2 Shall provide necessary adequate and responsible supervision and administration on all detailed guards.

5.3 Shall provide each guard standard security equipment and paraphernalia to be used in the implementation of security plan, procedure, rules and regulations.

5.4 Shall maintain and make available security guard relievers or replacements when exigencies of the service so require or in case of absence for whatever reason, of the security guard/s on detail.

## **6.0 RESPONSIBILITIES OF THE SECURITY AGENCY**

6.1 Shall assume full responsibility of the proper and efficient performance of duties by the security guards employed by it.

6.2 Shall be solely responsible for any act or omissions of all its security guards during their assigned hours/tour of duty.

6.3 Shall assume full responsibility to retribute and/or pay the DBM ROIII/PS, Pampanga Depot for any loss or damage due to theft, robbery, pilferage, and trespass which it may suffer during the assigned watch hours of detailed security guards provided that it shall be established after due investigation by the Department's authorized investigators and an independent party who shall be jointly appointed by the DBM ROIII/PS, Pampanga Depot and the Security Agency that said loss or damage was primarily due to the negligence and/or fault of the guards.

## **7.0 GENERAL CONDITIONS**

7.1 The DBM ROIII/PS, Pampanga Depot shall have exclusive jurisdiction over the implementation of the security service contract with the Security Agency and all assignments/deployments shall first be approved by the Department or its authorized representative.

7.2 All acts and behavior in the execution of the service contract by the Security Agency shall in no way contravene any existing government laws, rules and regulations.

7.3 No assignment whatsoever of the Security Service Contract shall be made to any third party.

7.4 The Security Agency shall be obliged to exercise due diligence in carrying out its obligations under the Security Service Contract and shall faithfully serve the best interest of the DBM ROIII/PS, Pampanga Depot.

7.5 The Security Agency shall not, during the period of its security service contract or at any time thereafter, use or disclose any person or entity, any information, derogatory or otherwise, concerning the affairs and activities of the DBM ROIII and PS, Pampanga Depot which the members of the security agency may have acquired by reason of their assignment with the Department.

7.6 The DBM ROIII/PS, Pampanga Depot assume no obligation or responsibility whatsoever to compensate or indemnify any and all bidders, for any expenses or loss which may be incurred in the preparation of their proposals.

## **8.0 SPECIAL CONDITIONS**

8.1 The DBM ROIII/PS, Pampanga Depot shall not be responsible for any claim for personal injury or damage including death caused to any security guard in the performance of their duties. Nor shall the Department be liable for any claims against the security agency for causes as may be allowed by laws.

8.2 It shall be clearly understood that there is **no employer-employee relationship between the DBM ROIII/PS, Pampanga Depot and the Security Agency's guards.**

8.3 The discipline and administration of the guards shall conform to the rules and regulations of the DBM ROIII/PS, Pampanga Depot upon loss of trust and confidence.

## **9.0 CONTRACT RATE AND TERMS OF PAYMENT**

9.1 Payment of services shall be made once a month.

9.2 Compensation rates shall be in accordance with existing laws and regulations and shall be inclusive of:

- Basic Pay
- Overtime Pay
- 5-day Incentive Pay
- Night Differential
- Retirement Benefit
- State Insurance Fund
- SSS/Philhealth/Pag-ibig Premiums
- 13th Month Pay
- Uniform Allowance
- Holiday Pay
- Administrative Overhead and Margin
- Value Added Tax

9.3 Once a month payment shall be made only upon the presentation by the Security Agency of a Sworn Statement and proof that payment of salaries and benefits of its employees for the



preceding month stating clearly that all benefits (duplicate signed payrolls or pay slips to be attached) accruing to the employees were paid in accordance with the items mentioned in the bid proposal.

#### **10.0 WAIVER FROM ANY LIABILITY**

10.1 The Security Agency shall hold the DBM ROIII/PS, Pampanga Depot free from any liability, course(s) of action or claims which may be filed by its security guards by reason of their employment by the Security Agency pursuant to the Contract, or under the provision of the Labor Code, the Social Security Act, and all other laws, and regulations now in force or which hereafter may be enacted.

10.2 In the event the DBM ROIII/PS, Pampanga Depot are impleaded in any such action or case, the Department shall be authorized to withhold from the Security Agency's collectible accounts such amounts as would be reasonable to approximate the claims of the security guards against the Security Agency in case the same are levied or exerted against the DBM ROIII/PS, Pampanga Depot.

#### **11.0 DISCIPLINE**

11.1 The administration and discipline of all guards shall conform to the rules and regulations of the DBM ROIII/PS, Pampanga Depot. Upon loss of trust and confidence and without liability whatsoever to the DBM ROIII/PS, Pampanga Depot, any guards provided for by the winning Security Agency may be changed immediately upon request to the effect by the former to the latter and, that the Security Agency may not pull out any security guard from the DBM ROIII/PS, Pampanga Depot without consent from the Department.

11.2 DBM ROIII/PS, Pampanga Depot shall have the right to select, refuse or change any guard or supervisor prior to his assignment to any of the Department's offices/units/floors or during his tour of duty.

11.3 All security personnel shall undergo drug test at least once a year in an accredited PNP Drug Test Center or when required by the Department.

#### **12.0 INSPECTIONS AND PERFORMANCE SURVEYS**

12.1 DBM ROIII/PS, Pampanga Depot or its duly authorized representative shall have the right to inspect the guards assigned by the Security Agency at any time.

12.2 DBM ROIII/PS, Pampanga Depot or its duly authorized representatives shall have the right to conduct performance surveys to determine the quality and acceptability of the service being performed by the guards in the proper safeguarding and protection of persons, places and properties covered by the Contract.

12.3 Based on the recommendation of the Performance Evaluation Committee of the DBM ROIII/PS, Pampanga Depot resulting from such Inspections and Performance Surveys will be determined whether the Contract will be extended in relation to the provision stated at 2.0.

#### **13.0 LOSSES AND DAMAGES**

13.1 In general, the responsibility of the Security Agency as to losses and damages is covered under item no. 5.3 of this Term of Reference (TOR). However, the Agency shall not be held responsible or liable where loss or damage is due to force majeure or fortuitous events, or due solely to the fault or negligence of the DBM ROIII/PS, Pampanga Depot.

#### **14.0 TERMINATION AND SETTLEMENT OF CONFLICTS**

14.1 Without need of judicial intervention, DBM ROIII/PS, Pampanga Depot or the Security Agency may terminate the Security Service Contract thirty (30) calendar days upon notice, particularly for a breach of contract.

14.2 In the event of any conflict arising from the Security Service Contract between DBM ROIII/PS, Pampanga Depot and the Security Agency, the parties shall endeavor to settle their conflicts amicably, failing which, the same shall be submitted to arbitration and/or a court of competent jurisdiction.

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid 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

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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**
- (k) 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***

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

**or**

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

**II. FINANCIAL COMPONENT ENVELOPE**

- (m) Original of duly signed and accomplished Financial Bid Form; **and**  
 (n) Original of duly signed and accomplished Price Schedule(s).

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

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

