

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# **Procurement of GOODS**

Government of the Republic of the Philippines

PROCUREMENT OF SECURITY SERVICES COVERING THE PERIOD OF  
JANUARY 1, 2023 TO DECEMBER 31, 2023

**PB2022-11-011**

**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***

### **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.





**DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT**  
**Region XII**

**Prime Regional Government Center, Brgy. Carpenter Hill, Koronadal City**  
Prime Regional Government Center, Carpenter Hill, Koronadal City, 9506  
Tel/Fax Nos.: (083)228-6660 • (083)228-1421 • Email: dilg\_ro12@yahoo.com • Website: region12.dilg.gov.ph  
ADMIN (083) 228-7960 • FINANCE (083) 228-7959 • LGMED (083) 877-2969 • LGCDD (083)877 2971

**INVITATION TO BID FOR**  
**PROCUREMENT OF SECURITY SERVICES**  
**COVERING THE PERIOD OF JANUARY 1, 2023 TO**  
**DECEMBER 31, 2023**

1. The **Department of the Interior of Local Government – Region XII**, through the General Appropriations Act (GAA) FY 2023 intends to apply the sum of **Five Hundred Sixty Three Thousand Eight Hundred Twenty Pesos (PHP 563,820.00)** being the ABC (inclusive of transportation costs/fees) to payments under the contract for **PROCUREMENT OF SECURITY SERVICES COVERING THE PERIOD OF JANUARY 1, 2023 TO DECEMBER 31, 2023. Bids received in excess of the ABC shall be automatically rejected at bid opening.**
2. The **Department of the Interior of Local Government – Region XII** now invites bids for the above Procurement Project. **Delivery of Goods is required by January 1, 2023 to December 31, 2023.** Bidders should have completed, within *the prescribed period* 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. *Under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 do not exist:]* 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.
  - b. **BIDDING IS OPEN TO ALL QUALIFIED BIDDERS,** subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from **Department of the Interior of Local Government (DILG) – Region XII** through its **Regional Bids and Awards**

**Committee (RBAC) from 8:00 AM to 5:00 PM (Monday – Friday) excluding Saturdays, Sundays, and Holidays.**

5. **A COMPLETE SET OF BIDDING DOCUMENTS MAY BE ACQUIRED BY INTERESTED BIDDERS ON NOVEMBER 17, 2022 (Thursday) 8:00 A.M. – 5:00 P.M. TO DECEMBER 7, 2022 (Wednesday) 10:00A.M. FROM THE GIVEN ADDRESS AND WEBSITE(S) BELOW:**

**Address:**

**Prime Regional Government Center, Brgy. Carpenter Hill,  
Koronadal City, South Cotabato**

**Website: <http://region12.dilg.gov.ph/reports-resources>**

6. **DEPARTMENT OF THE INTERIOR OF LOCAL GOVERNMENT – REGION XII WILL HOLD A PRE-BID CONFERENCE ON NOVEMBER 25, 2022 (FRIDAY) AT EXACTLY 10:00AM THROUGH BLENDED MODE (FACE TO FACE AND VIRTUAL CONFERENCE), which shall be open to prospective bidders.**
7. **Bids must be duly received by the BAC Secretariat in THREE (3) SEALED ENVELOPES INDICATING TECHNICAL AND FINANCIAL COMPONENTS IN EITHER OF THE TWO OPTIONS:**
  - (A) **MANUAL BID SUBMISSION (HARD COPY) AT THE ADDRESS: DILG XII PRIME REGIONAL GOVERNMENT CENTER, BRGY. CARPENTER HILL, KORONADAL CITY AND MUST BE SUBMITTED NOT LATER THAN 10:00A.M. ON DECEMBER 7, 2022 (WEDNESDAY). 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 7, 2022 (WEDNESDAY) at 2:00 PM via BLENDED MODE (FACE TO FACE AND VIDEO CONFERENCING). BIDS WILL BE OPENED IN THE PRESENCE OF THE BIDDER OR HIS/HER AUTHORIZED REPRESENTATIVE WHO CHOOSE TO ATTEND THE ACTIVITY.**
10. **The *Department of the Interior and Local Government (DILG) – Region XII* 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:

**KATHERINE M. LLANO**

Admin. Officer V/SAO Designate

Department of the Interior and Local Government (DILG) Region XII

Prime Regional Government Center, Brgy. Carpenter Hill, Koronadal City

Landline No. (083) 228-7959-60

Email Address: mail@region12.dilg.com.ph

12. You may visit the following websites:

For downloading of Bidding Documents, you may reach the DILG-XII Website at <http://region12.dilg.gov.ph/reports-resources>

*November 17, 2022*

  
**LAILYN A. ORTIZ, CESO V**  
RBAC 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, Department of the Interior and Local Government (DILG) – Region XII wishes to receive Bids for the PROCUREMENT OF SECURITY SERVICES COVERING THE PERIOD OF JANUARY 1, 2023 TO DECEMBER 31, 2023 with identification number PB2022-11-011.**

The Procurement Project (referred to herein as “Project”) is composed one (1) lot Security Services, 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 2023* in the amount of **Five Hundred Sixty Three Thousand Eight Hundred Twenty pesos (Php 563,820.00) only.**

2.2. The source of funding is General Appropriations Act FY 2023.

## 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.

- a. 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.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.

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.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. 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**

### **7.1. 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 **November 25, 2022 (FRIDAY), 10:00A.M. via BLENDED MODE (FACE TO FACE and VIDEO CONFERENCING).**

## **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 Bid Envelope** shall contain the **Eligibility and technical documents of the Bid** as specified in **Section VIII (Attached Checklist of Technical and Financial Documents)**.

10.2. The **Bidder's SLCC** as indicated in **ITB** Clause 5.3 **should have been completed within 15 calendar days 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 (Attached Checklist of Technical and Financial Documents)**.

11.2. **If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.**

11.3. **Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.**

## **12. Bid Prices**

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)**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
  - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
  - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### **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:
  - a. Philippine Pesos.

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</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 *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful

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<sup>1</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.

bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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

**EACH BIDDER SHALL SUBMIT THREE (3) COPIES 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.**

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

16.1. The Bidders shall submit on or before **DECEMBER 07, 2022 (Wednesday)**, on or before **10:00 A.M.** through **MANUAL BID SUBMISSION (HARD COPY) LATE BIDS SHALL NOT BE ACCEPTED** 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.

18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## 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.
- a. **In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;**
  - b. **For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.**
- 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 as follows:
- One Project having several items, which shall be awarded as separate contracts per item.
- 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework

Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. 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, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, } 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**. *{[Include if Framework Agreement will be used:]}* for every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

## 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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified 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>The Procuring Entity is Department of the Interior and Local Government (DILG) – Region XII</p> <p><i>The name of the Project is: <b>Procurement of Security Services covering the period of January 1, 2023 to December 31, 2023.</b></i></p> <p style="margin-left: 40px;">a. Completed within (25) <i>twenty-five calendar days</i> prior to the deadline for the submission and receipt of bids.</p> <p style="margin-left: 40px;">b. The identification number of the Contract is <b>ITB No. PB2022-11-011</b> as indicated in the Invitation to Bid.</p>
7.1	<p><i>The Funding Source is:</i></p> <p>The Government of the Philippines (GOP) through General Appropriation Act (GAA) 2023 in the amount of <b>Five Hundred Sixty-Three Thousand Eight Hundred Twenty Thousand pesos (PHP 563,820.00).</b></p>
12	Not Applicable
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> <p style="margin-left: 40px;">a. The amount of not less than Php 11,276.40 (<i>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</p> <p style="margin-left: 40px;">b. The amount of not less than Php 28,191.00 (<i>The amount equivalent to five percent (5%) of ABC</i>) if bid security is in Surety Bond.</p>
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder
20.2	<i>Licenses and permits relevant to the Project and the corresponding law requiring it.</i>

## ***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**.

*[Include the following clauses if Framework Agreement will be used:]*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 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. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

#### **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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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	
1	The SERVICE PROVIDER shall render security guard services to and shall provide the DILG Dose with such number of security guards as may be required by the DILG Dose, who possesses all the qualifications under the Private Security Agency Law and the implementing rules of the Philippine National Police Supervisory Office for Security and Investigation Agencies and such other requirements as herein below stipulated, for the purpose of keeping watch over and giving adequate protection to the DILG Regional Office premises and officers, employees and visitors from robbery, theft, pilferage, arson, vandalism, trespassing, and other unlawful acts that may be committed by any person or group of persons, as well as to maintain peace and order, safety and security within the premises
2	The SERVICE PROVIDER shall provide and make available to the DILG Dose, on a daily basis, Sundays and Holidays, included, a twenty-four (24) hour security guard contingent, consisting of THREE (3) regular security guards.
3	The SERVICE PROVIDER at its own expense shall provide the necessary firearms and ammunitions to the Security Guards assigned to the DILG Dose.
4	The SERVICE PROVIDER warrants the qualifications and proper performance of duties of the Security Guards deployed or posted as required by the DILG Dose under the terms and conditions herein stipulated, and with the degree of due diligence required of similar security agencies for similar contracts as provided by the pertinent laws, rules and regulations.
5	The SERVICE PROVIDER assures likewise, round-the-clock strict superintendence to all its Security Guards posted to the DILG Dose.
6	Discipline, Administration and Operation of the Security Guards shall conform with the Rules and Regulations of Republic Act No. 5487, otherwise known as the "Private Security Agency Act", the rules and regulations of the PADPAO and other Presidential Decrees, laws and orders.
7	The SERVICE PROVIDER hereby warrants that all guards assigned to render security services to the DILG Dose are its own employees and that no-principal-agency relationship or employer-employee relationship exist between the DILG Dose and the SERVICE PROVIDER, or between the DILG Dose and the Security Guards. The DILG Dose shall not be responsible for any claims of personal injury or damages, including death, caused to the Guard, or to any third person where such injury or death arise during the Guard's period of duty. It is expressly agreed and understood that premium payments/ claims under the provisions of the Social Security Act, Philhealth and HDMF /Pag-ibig Fund shall be for the account of the SERVICE PROVIDER.
8	The SERVICE PROVIDER shall have command, supervision and control of the security guards with the best interest of the DILG Dose in mind. DILG Dose, however, shall have the right to give instructions, directions and orders to the security guards to ensure the proper enforcement of its rules, regulations and policies, in accordance with its service standard; provided that such instructions, directions and orders are not contrary to the law. The exercise by the DILG Dose of the said right, shall not in any way affect the independent contractor

	relationships between the DILG Dose and the SERVICE PROVIDER, as herein provided
9	<p>The SERVICE PROVIDER shall assume responsibility for losses or damages that may occur to the property or properties of the DILG Dose during the watch hours of the former's security guards, provided it has been fully established after due investigation by the SERVICE PROVIDER's investigator and investigation conducted by appropriate government authority that said losses were the result of the act, omission, negligence or fault of the guards. However, the SERVICE PROVIDER shall not be held responsible where such losses or damages were due to force majeure or fortuitous event as defined in the Civil Code of the Philippines or any of the following causes or situations:</p> <ul style="list-style-type: none"> <li>a) In cases where the loss or damage occurred inside a closed office/warehouse/premises to which the guard has no access, unless proven that the door or any part of the office/warehouse/premises was forcibly opened and such loss or damage was result of the negligence, act, fault or omission of the guard/s on duty; provided further, that such loss or damage is reported to the guard/s within twenty-four (24) hours from the time of the occurrence or discovery.</li> <li>b) Any loss of property belonging to the DILG Dose issued to or held in trust by its employee/s, shall be the responsibility of said employee/s unless it has been fully established that such loss was the result of the security guard's negligence, fault, act or omission; provided that the SERVICE PROVIDER or its security guards has been duly notified and appraised of the presence of the said property which shall be kept in the proper place for safekeeping.</li> <li>c) Any loss by theft during and immediately after the occurrence of a fire;</li> <li>d) Loss of funds of the DILG Dose held in trust by, or in possession of the cashier or officer or employee shall be the responsibility of such cashier or officer or employee, and the SERVICE PROVIDER shall not be held liable for any loss thereof, unless it has been fully established that such loss was the result of the security guard's negligence, fault, act or omission; provided that the SERVICE PROVIDER or its security guards has been duly notified and appraised of the presence of said monies, cash or other funds which shall be placed in the proper safety vault for safekeeping.</li> </ul> <p>The DILG Dose shall immediately, or as soon thereafter, notify the SERVICE PROVIDER in writing of any loss or damage, furnishing the latter a complete inventory of such loss or damage to be accompanied by supporting papers/documents to establish the fact of loss or damage as well as the value of the things lost or extent of damage done.</p>
10	<p>Delivery &amp; Documents</p> <p>Delivery of services shall be made in accordance with the term specified in Section VI (Schedule of Requirements).</p>

	<p>Upon delivery of the services to the Project Site, the SERVICE PROVIDER shall notify the DILG Dose and present the following documents to the DILG Dose, as basis for the payment:</p> <ol style="list-style-type: none"> <li>1. Original copies of the SERVICE PROVIDER's Billing Statement showing Service description, quantity and amount.</li> <li>2. Certified copies of documents reflecting payment/remittances of SSS, Philhealth and Pag – IBIG benefits of the guards assigned to the entity.</li> <li>3. Certified copy of the payroll showing acknowledgment of receipt by the guards of their salaries for the two (2) quincenas prior to current billing.</li> </ol>
11	The SERVICE PROVIDER shall compensate the guards in such amounts that shall not be lower than those prescribed under labor law rules and regulations.
12	Failure of the SERVICE PROVIDER to pay the amount of compensation due to the security guard for a period of one (1) month shall be a basis for the DILG Dose for the termination of contract.
13	The DILG Dose must provide quarterly reports on the results of the feedback/surveys/comments on the performance of the Guards conducted by the same.
14	The terms of payment shall be on a monthly basis. The Service Provided must submit Statement of Account every month for basis of payment of DILG Dose.

## *Section VI. Schedule of Requirements*

Item No.	Item Description	Quantity	Agency's Delivery Schedule
1	Security Guard Services – 24 hours	Three (3) Security Guards	Three (3) Shifts 7:00 AM – 3:00 PM 3:00 PM – 11:00 PM 11:00 PM – 7:00 AM 7 days a week (Mondays to Sundays, including Holidays)  Note: <i>Anticipated absence shall be replaced immediately or not to exceed one day by another security guard as reliever</i>

I hereby certify to comply and deliver with all the above requirement.

\_\_\_\_\_  
**Name of Bidder/Company**

\_\_\_\_\_  
**Signature over Printed Name of Representative**

\_\_\_\_\_  
**Date**

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



# Technical Specifications

Bidders must state here either “Comply” or “Not comply” in the column “Statement of Compliance” against each individual parameters of each “Specification”

Item No.	Item Description	Statement of Compliance
1	<p>One (1) year provision of Security Services at DBM Regional Office VII, rendering three (3) Shifts:</p> <p>7:00 AM - 3:00 PM;            3:00 PM – 11:00 PM;            11:00 PM – 7:00 AM;</p> <p>Seven (7) days a week (Mondays to Sundays, including Holidays)            Three (3) Security Guards required</p>	
2	<p>The Service Provider shall provide three (3) Security Guards who are:</p> <ul style="list-style-type: none"> <li>➤ good moral character and without criminal or police records;</li> <li>➤ physically and mentally fit, as evidence by the medical certificate; and</li> <li>➤ duly trained and skilled to function as security guard.</li> <li>➤ fully vaccinated</li> </ul> <p>The Service Provider, upon receipt of the Notice of Award, shall be required to submit to DILG Dose a sworn statement attesting the compliance with the foregoing.</p>	
3	<p>The Service Provider shall assign a Roving Supervisor from its own account to monitor the performance of the security guards’ attendance and handle consolidation of daily timecards periodically in preparation for the billing to DILG Dose</p>	
4	<p>The service provider and security guards shall perform duties and responsibilities in accordance with the Terms of Reference for the Contract (Annex A) and Security Plan to be submitted by the Service Provider during contract implementation.</p>	
5	<p>Stability:</p> <ul style="list-style-type: none"> <li>➤ At least a minimum of two (2) years of experience in providing Security Services.</li> </ul>	

	<ul style="list-style-type: none"> <li>➤ The Service Provider must have completed, within the past two (2) years from the date of bid submission a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</li> <li>➤ Organizational Set-up: with good office setup, personnel, and office tools and equipment. The agency must submit a company profile, confirming the foregoing requirements including an organizational chart.</li> </ul>	
6	<p>Resources:</p> <ul style="list-style-type: none"> <li>➤ At least one (1) licensed firearm, preferably 9mm with adequate ammunition.</li> <li>➤ At least has met the minimum requirement set by law</li> <li>➤ Watchman's Clock (prepare regular monthly monitoring report by Agency to DILG Dose of guards-on-duty)</li> <li>➤ Must have employed at least 10 Security guards (attached list of Security Guards presently employed with the agency).</li> </ul> <p>Likewise, the Service Provider should have a physical office in Koronadal City and working phone numbers for easy contact.</p>	
7	The Security Agency should have a Security Plan	
8	<p>Other Factors:</p> <p>The Security Agency has a Recruitment &amp; Selection Criteria</p> <p>b) Checklist as to Completeness of Uniforms and Other Paraphernalia (see Item 12 of Annex A)</p>	
9	Certificate of adequate training acquired for the use of firefighting equipment from the Bureau of Fire Protection and first aid training or any appropriate government agency.	

I hereby certify to comply with all above Technical Specifications.

\_\_\_\_\_  
**Name of Bidder/Company**

\_\_\_\_\_  
**Signature over Printed Name of Representative**

\_\_\_\_\_  
**Date**

**TERMS OF REFERENCE FOR THE CONTRACT OF SECURITY SERVICES**

## 1. Place and Location

The SECURITY AGENCY shall provide security guard services to DILG Dose (to be known as the "CLIENT") at its premises located at the DILG Dose Regional Office, Prime Regional Government Center, Brgy. Carpenter Hill, Koronadal City, South Cotabato.

## 2. Functions and Duties of the Guards

The guards are to maintain peace and order at the aforementioned premises; to watch, safeguard and protect the property of the DILG Dose from theft, robbery, arson, trespass, and destruction/damage or loss, to protect the directors, officers, employees, visitors and guests of DILG Dose from assault, harassment, threat or intimidation or other unlawful acts, and to enforce and implement rules, policies and regulations of the DILG Dose aimed at maintaining security and safety threat. The DILG Dose may also prescribe additional duties to the guards in the enforcement of regulations and instructions.

## 3. Limitation of Scope

The scope of security services shall be limited to the discharge of security functions. Performance of tasks that may be assigned not essential, necessary or related to the security function shall not be construed as an acceptance of accountability but a mere accommodation to the DILG Dose. Any resulting loss or damage from such accommodation shall be the sole responsibility of the DILG Dose.

## 4. Guard Force

The SECURITY AGENCY shall provide the DILG Dose with qualified and uniformed three (3) security guards who shall render 24 hours daily duty at the premises of the DILG Dose including Saturdays, Sundays, and Legal Holidays. It is agreed further that the number of guards may be increased or decreased anytime at the discretion and upon written request of the DILG Dose depending upon the security situations and exigency of the service.

## 5. Qualifications of Guards

Each of the security guards to be assigned by the SECURITY AGENCY to the DILG Dose must be:

- a) Of good moral character and reputation, courteous, alert and without criminal or police record;
- b) Physically and mentally fit not less than 21 years of age; with complete medical clearance (including drug test, neuro-psychological test and Hepa B)
- c) Duly licensed and must present Bio-Data, Barangay, Police & NBI Clearance;

- d) In proper uniform and armed with a rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during his tour of duty; and
- e) In possession of such other qualifications required by Republic Act No. 5487 as amended.
- f) With adequate first aid training during the first month of service.
- g) Fully vaccinated.

#### 6. Due Diligence Period

Starting on the effectivity date of the engagement, the DILG Dose and the SECURITY AGENCY agree to provide a three (3) month due diligence period to validate assumptions of the service delivery model, to determine requirements which may not have been defined earlier or to refine the service to DILG Dose's specification and to establish the good faith of the parties to the contract. Should parties be amenable to the necessary amendments identified during this period, the contract and resulting amendments shall be deemed in full effect and force.

#### 7. Contractual Considerations

For and in considerations of the services rendered by the SECURITY AGENCY to the DILG Dose during the effectivity of this Agreement, the DILG Dose shall pay the SECURITY AGENCY the amount equivalent to the salaries and benefits mandated by law, inclusive of administrative overhead and VAT.

The SECURITY AGENCY shall be entitled to an adjustment of the stipulated price in this Agreement in the event that the minimum wage is increased or in the event that increased fringe benefits in favor of the employees are promulgated by law, decree or wage order subsequent to the execution of the Agreement. Said adjustment shall be equivalent to the amount of increase in the minimum wage and/or benefits and other concomitant increases related thereto. The corresponding adjustment in the contract cost shall be subjected to a new negotiation agreeable to both parties.

#### 8. Review/Audit of Bills

The DILG Dose shall be given 15 days to review/audit the SECURITY AGENCY's invoice, within which time the DILG Dose may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In case of discrepancies in the invoice, the same shall be returned to the SECURITY AGENCY for appropriate correction or revision in which case, the DILG Dose shall have 15 days from receipt of the corrected invoice within which to settle the same.

#### 9. Billing Requirements

The SECURITY AGENCY shall support its billings with DILG Dose approved daily time records and summary of logs from the watchman's clock (for the concerned

nightshift security guard) as proof of services rendered to the DILG Dose. Should the DILG Dose subsequently require for other documents, the same shall be communicated in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the DILG Dose's request.

10. Amounts Earmarked and Held in Trust

The SECURITY AGENCY understands that by virtue of Philippine Laws, DO-18A and the SECURITY AGENCY acting for the DILG Dose as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished or delayed. The DILG Dose shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to the DILG Dose's fault or negligence.

11. Supervision and Control

The SECURITY AGENCY shall exercise discipline, supervision, control and administration over its guards in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by the DILG Dose on the matter. The SECURITY AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection at any time of the day or night to ensure they properly discharge their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the DILG Dose.

The SECURITY AGENCY shall provide the schedule of guarding services in writing as well as the names of the guards assigned to each shift and adhere to this schedule, unless provided otherwise by virtue of a written notice duly approved by the DILG Dose. In no case shall a guard render service beyond his scheduled working hours and/or in substitute of the incoming guard unless otherwise authorized, service rendered in violation hereof will not be paid.

12. Equipment and Uniform

The SECURITY AGENCY shall equip the guards with duly licensed firearms, ammunition, nightsticks, uniforms and other paraphernalia for security purposes.

Security Agency shall provide each Security Guard with the following:

- a) Uniform Set
- b) Bass jacket, short sleeve upper
- c) Black Leather Shoes
- d) Blue Pants
- e) Pershing cap
- f) Night stick/Truncheon
- g) Whistle
- h) Medicine Kit
- i) Flashlights
- j) Service Firearm (see 6.a of the Technical Specifications)
- k) Patrol checklist/writing pen/Tickler

13. Retention Period of Records

The SECURITY AGENCY shall maintain records of its services for a period of 12 months. These records pertain to logbooks, log sheets, correspondences, incident and investigation reports and other records generated in the conduct of performing the SECURITY AGENCY's services, which must be submitted to the DILG Dose for safekeeping.

14. Client Responsibility to Insure

The DILG Dose shall obtain adequate and reasonable insurance to protect its properties. The SECURITY AGENCY shall be free from any liability, except when damage or losses are attributable to the negligence or failure in the discharge of the duties of SECURITY AGENCY personnel. Such liability shall be limited to the resulting participation charges. In the absence of insurance, the amount of liability shall be limited to the amount of participation charges had there been coverage for insurance.

15. Liabilities

The DILG Dose shall not be responsible for any and all claims for personal injury or death cause to any of the guards or to any third party where such injury or death arises out of or in the course of the performance of guard duties, it being understood that the security guards heirs claims in connection with his employment or the third party claims shall be borne by and the sole liability of the SECURITY AGENCY.

The SECURITY AGENCY, shall be responsible in case of loss or damage to the property of the DILG Dose, except those which can be easily transported or disposed of or which cannot be considered as bulky such as, but not limited to, pocket calculators, jewelries and cash, occurring or taking place during the tour of duty of the guards of the SECURITY AGENCY and made known in writing to the latter within seventy-two (72) hours from the time of occurrence; provided that such loss or damage is due to traceable solely to the negligence, fault, dishonesty or dereliction of duty of the security guards; and provided further, that the SECURITY AGENCY shall be responsible only in case of loss or damage of the reported property of the DILG Dose whenever there is a clear showing that the door, window or other points of entrance/exit were subjected to force. The maximum liability of the SECURITY AGENCY in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. The DILG Dose shall have no authority to automatically deduct its claim under this paragraph for the agreed fees of guard services due to the SECURITY AGENCY not to withheld payment of the same without the approval of the SECURITY AGENCY.

The SECURITY AGENCY shall not be liable for loss and/or damages due to (a) fortuitous events or force majeure beyond the control and competence of the guard to prevent; and (b) orders of the DILG Dose beyond the scope of this Agreement.

The SECURITY AGENCY and DILG Dose hereby agrees to equitably share in the damage/loss due to the contributory negligence of both parties.

16. Replacement of Any Guards

The DILG Dose may have a guard changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by the DILG Dose. The judgement of the DILG Dose on such matters shall be final and binding should the SECURITY AGENCY refuse, the former may consider the same valid cause for the termination of contract.

It is understood that prior to the Security Guards deployment, the Security Agency shall present to the DILG Dose the Guards Biodata; Security Guard License; Barangay, Police and NBI Clearance; Medical Certificate; Drug Test, and Neurological and Psychological Test Result.

17. Confidentiality Clause

The Security Guards provided by the SECURITY AGENCY shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the DILG Dose and not to disclose to any third party all confidential information received from or entrusted by the DILG Dose. The Security Guards shall be prohibited from using the confidential information or documents received or entrusted by the DILG Dose for purposes other than compliance with its obligations as Security Guards.

18. Capacity of the Security Agency

The SECURITY AGENCY shall maintain its good standing and remain a competent security agency, financially capable of acting as an independent contractor and shall obtain all necessary licenses and permits and comply with all laws, ordinances and regulations required for all security agencies. If the DILG Dose has reason to believe that the SECURITY AGENCY has failed to comply with a law or regulations regulating employment of labor, the DILG Dose may then notify the SECURITY AGENCY accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the DILG Dose, the DILG Dose shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the DILG Dose may institute for damages he has suffered thereby.

19. Term of Contract

The period of services shall take effect on January 1, 2023 for a period of one (1) year. Either party may pre-terminate for legal cause at any time upon serving a written notice to the other party thirty (30) days prior the intended date of termination.

20. Other Provision

No modification of the Contract shall be made except in writing signed by the DILG Dose and the SECURITY AGENCY. The SECURITY AGENCY shall not assign, transfer, pledge or make other dispositions of the contract or any part thereof, except with the prior written consent of the DILG Dose. In the case of a dispute between the Procuring Entity and the Service Provider, the dispute shall be resolved in accordance with Republic Act

9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004” and the procedures provided by Republic Act No. 9184, as applicable.



***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

- (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).

