

PHILIPPINE BIDDING DOCUMENTS

PROVISION OF SECURITY SERVICES FOR FY 2024 (Project Identification Number – 2023-11-019)

Department of Budget and Management – Regional Office VI

November 30, 2023

Table of Contents

20

Sectio	n I. Invitation to Bid
Sectio	n II. Instructions to Bidders
1.	Scope of Bid10
2.	Funding Information10
3.	Bidding Requirements 10
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices 10
5.	Eligible Bidders
6.	Origin of Goods 1
7.	Subcontracts 1
8.	Pre-Bid Conference 1
9.	Clarification and Amendment of Bidding Documents 1
10.	Documents comprising the Bid: Eligibility and Technical Components1
11.	Documents comprising the Bid: Financial Component12
12.	Bid Prices
13.	Bid and Payment Currencies1
14.	Bid Security
15.	Sealing and Marking of Bids1
16.	Deadline for Submission of Bids
17.	Opening and Preliminary Examination of Bids 12
18.	Domestic Preference 14
19.	Detailed Evaluation and Comparison of Bids14
20.	Post-Qualification
21.	Signing of the Contract
Sectio	n III. Bid Data Sheet1
Sectio	n IV. General Conditions of Contract19
1.	Scope of Contract
2.	Advance Payment and Terms of Payment
3.	Performance Security 20
4.	Inspection and Tests
5.	Warranty 2
6.	Liability of the Supplier
Sectio	n V. Special Conditions of Contract2
	n VI. Schedule of Requirements2
	n VII. Technical Specifications
	n VIII. Checklist of Technical and Financial Documents

~124 le

.

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

1 the

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.

15 # le

Section I. Invitation to Bid

1ºple



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF BUDGET AND MANAGEMENT REGION VI

INVITATION TO BID

FOR

THE PROVISION OF SECURITY SERVICES FOR FY 2024

- The Department of Budget and Management Regional Office VI, through the National Expenditure Program for FY 2024 intends to apply the sum of Nine Hundred Eleven Thousand Pesos (PhP 911,000.00), being the ABC to payments under the contract for Provision of Security Services for FY 2024 – Project Identification No. – 2023-11-019. Bids received in excess of the ABC shall be automatically rejected at bid opening. The procurement project is undertaken through Early-Procurement Activities. The award of contract shall not be earlier than the effectivity of the FY 2024 General Appropriations Act (GAA).
- The Department of Budget and Management Regional Office VI now invites bids for the above Procurement Project. Delivery of the Goods is required by FY 2024. Bidders should have completed, within Five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*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.

- Prospective Bidders may obtain further information from *Department of Budget and Management – Regional Office VI* and inspect the Bidding Documents at the address given below during *regular office hours*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 30, 2023, until 11:59:59 a.m. of December 19, 2023* from the given address and website(s) below *free of charge*.
- 6. The *Department of Budget and Management Regional Office VI* will *not* hold a Pre-Bid Conference.

1'tle

- 7. Bids must be duly received by the BAC Secretariat through *manual submission at the office address indicated below*, on or before 12:00 p.m. of December 19, 2023. 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 at 3:00 p.m. of December 19, 2023 at the Department of Budget and Management – Regional Office VI – Conference Room. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Department of Budget and Management Regional Office VI 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:

BAC Secretariat:

Ms. Maritess G. Lumajen Mr. Stanley G. Superticioso Mr. John Arnold C. Toribio

Address:

Department of Budget and Management – Regional Office VI 251A Gen. Hughes St., Iloilo City dbm_ro6@dbm.gov.ph (033) 336-13-89, 335-0354, 337-2589 (033) 335-1235 (fax)

12. You may visit the following website: <u>www.philgeps.gov.ph</u> For downloading of Bidding Documents: <u>www.philgeps.gov.ph</u>

November 30, 2023

GALLEGO RIEL DAVE N **BAC** Chairperso

Section II. Instructions to Bidders

12/ le

1. Scope of Bid

The Procuring Entity, Department of Budget and Management – Regional Office VI wishes to receive Bids for the Provision of Security Services for FY 2024, with identification number 2023-11-019.

The Procurement Project (referred to herein as "Project") is composed of *one (1) line item*, 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 2024 in the amount of Nine Hundred Eleven Thousand Pesos (PhP 911,000.00).
 - a. The source of funding is the National Expenditure Program for FY 2024.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

10,10

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

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will *not* hold a pre-bid conference for this Project as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

1 te

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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - 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.

12 # le

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 Declaration¹ 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 *March 30, 2024*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

13 × le

¹ 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.

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

1ª the

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.

15 # le

Section III. Bid Data Sheet

1º# le

ITB					
Clause					
5.3	For this purpose, contracts similar to the Project shall be:				
	a. Similar contracts shall refer to Security Services.				
	b. Completed within <i>Five (5) years</i> prior to the deadline for the submission and receipt of bids.				
7.1	Subcontracting is not allowed.				
12	The price of the Goods shall be quoted DDP <i>Iloilo City, Philippines</i> of 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:				
	 a. The amount of not less than <u>PhP 18,220.00</u>, if bid security is in cash cashier's/manager's check, bank draft/guarantee or irrevocable letter o credit; or 				
	 b. The amount of not less than <u><i>PhP 45,550.00</i></u>, if bid security is in Surety Bond. 				
19.3	Line Item No. 1– FY 2024 Security Services – 3 Personnel – PhP 911,000.00				
20.2	• Bureau of Internal Revenue (BIR) value added tax registration certificate (Form 2303),				
	• SSS Clearance issued by the Legal Department of the SSS Centra Office				
	• The following supporting information and documents shall be provided and attached to the submitted SSS Clearance:				
	- Employer ID Number;				
	- Place of Operation of the Bidder;				
	- Total No. of Employees;				
	 Copy(ies) of receipts of monthly premiums remitted to the SSS covering 2nd and 3rd quarters of 2023; 				
	- Services offered				
	If the Bidder has a branch in the city/municipality where the Procuring Entity is situated, the following must be issued by the local Branch:				

Bid Data Sheet

17 + le

 Certificate of No Pending Case issued by the National Labor Relation Commission (NLRC);
 Certificate of Good Standing issued by Home Development Mutual Fund
 Certificate of Good Standing issued by the Philippine Health Insurance Corporation

18 the le

Section IV. General Conditions of Contract

19-14 le

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

3. Performance Security

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

4. Inspection and Tests

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

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

20 4 le

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.

31# le

Section V. Special Conditions of Contract

~²²# le

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to this Contract are delivered at 251A General Hughes St., Iloilo City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>the Supervising Administrative Officer</i> .
	Regular and Recurring Services -
	The contract for regular and recurring services shall be subject to a renewal consistent with the provisions of the 2016 revised IRR of RA No. 9184 and the prevailing GAA, whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.
2.2	Partial Payment is not allowed.
4	The inspections and tests that will be conducted are: <i>Physical inspection of personnel and required materials and supplies</i> .

23 All le

Section VI. Schedule of Requirements

2ª le

Schedule of Requirements

Item Number	Description	Quantity	Total	Delivered, Days/Weeks/Months
1	Security Personnel (With Standard working implements including flashlight, whistle, licensed firearm with ammunition, policeman's baton, and first aid kit.)	3	3	Daily (1 personnel at a time observing an 8- hour rotating shift)

Scope of Service

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

25 × le

Section VII. Technical Specifications

26 H le

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
1	Detail of three (3) honest, efficient, of good moral character, and well-trained licensed Security Guard to report to the DBM Regional Office VI everyday, including holidays, observing a round the clock 8-hour rotation per personnel. (Note: The Service Provider agrees that DBM Regional Office VI reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Provider)	

27 the

2	Provision of licensed firearm ammunition, nightsticks, uniforms, and other standard working implement for detailed Security Guard on duty. Firearm(s) assigned to personnel must be registered with Procuring Entity.	
3	The service provider/contractor must maintain a satisfactory level of performance throughout the term of the contract based on the following criteria:	
	a. quality of service delivered	
	b. time management	
	c. management and suitability of personnel	
	d. contract administration and management	
	e. provision of regular progress reports	
	(Note: The contract shall be subject to a renewal consistent with the provisions of the 2016 revised IRR of RA No. 9184, and the prevailing GAA, whereby the performance evaluation of the service provider shall be conducted.)	
4	The service provider/contractor must have at least 5 years of experience providing similar services.	
5	The service provider/contractor must submit the security plan of the procuring entity.	

28- Ale

Section VIII. Checklist of Technical and Financial Documents

39-11 le

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

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

Financial Documents

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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

- (i) Original of duly signed and accomplished Financial Bid Form; and
-] (j) Original of duly signed and accomplished Price Schedule(s) (Annex A of this Checklist).

BO Le

COST DISTRIBUTION OF BID PRICE

Line Item No. 1 – FY 2021 Security Services No. of Personnel: Three (3) No. of Workdays: 7 days a week from Monday to Sunday = 394.4 days/year

Name of Bidder ______ Invitation to Bid Number ______ Page __ of ___

Item No.	PARTICULARS	RATE (FY 2024)				
			Monthly		Yearly	
		Night Shift	Day Shift	Total		
		(1 personnel)	(2 personnel)	(3 personnel)	(for 3 personnel)	
	W=Daily wage (8 hours) = P 480.00 Average Monthly Pay (Wx394.40/12)					
	Night Differential (Wx394.40/12)x10% x 1/3) 13th month pay (Wx365/12)/12					
	5 days Incentive Leave Pay (Wx5/12)					
	Uniform Allowance	100.00	200.00	300.00	3,600.00	
A	Total amount due to the employee Retirement Benefit (RA 7641)	900.00	1,800.00	2,700.00	32,400.00	
	(DWx22.5/12)					
	SSS Contribution	1,520.00	3,040.00	4,560.00	54,720.00	
	Philhealth Contribution	315.52	631.04	946.56	11,358.72	
	State Insurance	10	20.00	30.00	360.00	
	Pag-ibig Contribution	100.00	200.00	300.00	3,600.00	
В	Total amount due to Gov't in Favor of Employee	2,845.52	5,691.04	8,536.56	102,438.72	
С	Total amount to Employee and Gov't.(A + B)					
	Profit/Admin Overhead (up to max. of 20% of C)					
D	Total Overhead expenses					
Е	SUB-TOTAL (C + D)					
F	VAT (12% of Total Amount)					
	TOTAL CONTRACT PRICE					

[Signature]

[In the capacity of]

31 the

Duly authorized to sign Bid for and on behalf of



le

1-14