



Republic of the Philippines
Philippine Statistics Authority
SOCCSKSARGEN REGION

Procurement of Security Services for CY 2021

Bid Reference No: BAC-PB-2020-02

November 2020

This page is intentionally left blank

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	2
Section I. Invitation to Bid.....	5
Section II. Instructions to Bidders.....	8
1. Scope of Bid	9
2. Funding Information.....	9
3. Bidding Requirements	9
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	9
5. Eligible Bidders.....	9
6. Origin of Goods	10
7. Subcontracts	10
8. Pre-Bid Conference	10
9. Clarification and Amendment of Bidding Documents	10
10. Documents comprising the Bid: Eligibility and Technical Components	10
11. Documents comprising the Bid: Financial Component	11
12. Bid Prices	11
13. Bid and Payment Currencies	12
14. Bid Security	12
15. Sealing and Marking of Bids	12
16. Deadline for Submission of Bids	12
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post-Qualification	14
21. Signing of the Contract	14
Section III. Bid Data Sheet	15
Section IV. General Conditions of Contract	18
1. Scope of Contract	19
2. Advance Payment and Terms of Payment	19
3. Performance Security	19
4. Inspection and Tests	19
5. Warranty	20
6. Liability of the Supplier	20
Section V. Special Conditions of Contract	21
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	31
Section VIII. Checklist of Technical and Financial Documents	34

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



INVITATION TO BID FOR PROCUREMENT OF SECURITY SERVICES FOR CY 2021

1. The Philippine Statistics Authority XII, through the 2021 National Expenditure Program (NEP) intends to apply the Approved Budget for the Contract (ABC) of the following for the Procurement of Security Services CY 2021:

Lot	Quantity	ABC (Php)	Amount of Bidding Documents (Php)
1. PSA RSSO XII	3	666,000.00	500.00
2. PSA Cotabato Province	2	444,000.00	500.00
3. PSA Sultan Kudarat	2	444,000.00	500.00
4. PSA South Cotabato	2	444,000.00	500.00
5. PSA Sarangani	2	444,000.00	500.00
TOTAL	11	2, 442,000.00	2,500.00

Bidders shall have the option of submitting a proposal on any lot or all lots. If the bidder opts to bid for all five lots, only one Eligibility Requirements shall be submitted. Evaluation and award of contract will be undertaken on per lot basis. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PSA XII now invites bids for the Procurement of Security Services CY 2021. Delivery of Services shall start from **01 January 2021 to 31 December 2021**. Bidders should have completed, within the last three years prior to the deadline for the 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. Instruction to Bidders (ITB).
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) 9184, otherwise known as the “Government Procurement Reform Act”.
 - (i) 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 5183.
4. Prospective bidders may obtain further information from Philippine Statistics Authority XII and inspect the Bidding Documents at the address given below on **23 November 2020 to 14 December 2020 from 9:00 AM to 4:30 PM** (except Saturdays, Sundays and Holidays)

5. A complete set of Bidding Documents may be acquired by interested Bidders starting on **23 November 2020 to 14 December 2020 from 9:00 AM to 4:30 PM** (except Saturdays, Sundays and Holidays) from the address given below and upon payment of a non-refundable fee for the Bidding Documents pursuant to the latest Guidelines issued by the GPPB in the abovementioned amount per lot.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and at <http://procurement.psa.gov.ph> provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The Philippine Statistics Authority XII will hold a Pre-Bid Conference on **02 December 2020 (Wednesday), 10:00 AM** at the **Philippine Statistics Authority Regional Statistical Services Office XII Conference Room, 4th Floor, CYMCI Building, Don Rufino Alonzo St., Cotabato City** and via zoom platform which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **14 December 2020 (Monday)** and not later than **2:00 PM**.
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 **14 December 2020 (Monday) at 2:00 PM** at **Philippine Statistics Authority Regional Statistical Services Office XII Conference Room, 4th Floor, CYMCI Building, Don Rufino Alonzo St., Cotabato City**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. **LATE BIDS SHALL NOT BE ACCEPTED**.
10. The Philippine Statistics Authority 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:

SITTIMAZUIN M. HOFILÉÑA

BAC Chairperson

Philippine Statistics Authority, RSSO XII

4th Floor, CYMCI Building

Don Rufino Alonzo Street, Cotabato City

Telefax Number: +63 (064) 421-2827

Email: bac.psadose@gmail.com

20 November 2020

-Original Signed-
SITTIMAZUIN M. HOFILÉÑA
Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *PSA XII* wishes to receive Bids for the *Procurement of Security Services* with identification number **BAC-PB-2020-02**.

The Procurement Project (referred to herein as “Project”) is composed of 5 lots, 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 *CY 2021* in the amount of **Two Million Four Hundred Eighteen Thousand Pesos Only** .

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

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.

- 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

The Bidder is not allowed to subcontract any portion of this project

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **PSA RSSO XII Conference Room, 3rd Floor CYMCI Building, Don Rufino Alonzo Street, Cotabato City** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the past three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
 - a. 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 **120 days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

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. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause															
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Procurement of security services. b. Completed within three years prior to the deadline for the submission and receipt of bids. 														
7.1	Subcontracting is not allowed by this procuring entity														
12	The price of the Goods or Services shall be quoted in Philippine Pesos														
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond. 														
19.3	<p>The lot(s) and reference is/are:</p> <p>Procurement of Security Services for CY 2021 with Contract Identification Number BAC-PB-2020-02 with the following lots:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>LOT</th><th>Quantity</th></tr> </thead> <tbody> <tr> <td>1. PSA RSSO XII</td><td>3 Security Guards</td></tr> <tr> <td>2. PSA Cotabato Province</td><td>2 Security Guards</td></tr> <tr> <td>3. PSA Sultan Kudarat</td><td>2 Security Guards</td></tr> <tr> <td>4. PSA South Cotabato</td><td>2 Security Guards</td></tr> <tr> <td>5. PSA Sarangani</td><td>2 Security Guards</td></tr> <tr> <td>TOTAL 5 LOTS</td><td>11 Security Guards</td></tr> </tbody> </table>	LOT	Quantity	1. PSA RSSO XII	3 Security Guards	2. PSA Cotabato Province	2 Security Guards	3. PSA Sultan Kudarat	2 Security Guards	4. PSA South Cotabato	2 Security Guards	5. PSA Sarangani	2 Security Guards	TOTAL 5 LOTS	11 Security Guards
LOT	Quantity														
1. PSA RSSO XII	3 Security Guards														
2. PSA Cotabato Province	2 Security Guards														
3. PSA Sultan Kudarat	2 Security Guards														
4. PSA South Cotabato	2 Security Guards														
5. PSA Sarangani	2 Security Guards														
TOTAL 5 LOTS	11 Security Guards														
20.2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the 2021 National Expenditure Program (NEP) with the following amount per lot:</p>														

	<table><tr><th>Lot</th><th>Quantity</th><th>ABC (Php)</th></tr><tr><td>1. PSA RSSO XII</td><td>3</td><td>666,000.00</td></tr><tr><td>2. PSA Cotabato Province</td><td>2</td><td>444,000.00</td></tr><tr><td>3. PSA Sultan Kudarat</td><td>2</td><td>444,000.00</td></tr><tr><td>4. PSA South Cotabato</td><td>2</td><td>444,000.00</td></tr><tr><td>5. PSA Sarangani</td><td>2</td><td>444,000.00</td></tr><tr><td>TOTAL</td><td>11</td><td>2, 442,000.00</td></tr></table>	Lot	Quantity	ABC (Php)	1. PSA RSSO XII	3	666,000.00	2. PSA Cotabato Province	2	444,000.00	3. PSA Sultan Kudarat	2	444,000.00	4. PSA South Cotabato	2	444,000.00	5. PSA Sarangani	2	444,000.00	TOTAL	11	2, 442,000.00
Lot	Quantity	ABC (Php)																				
1. PSA RSSO XII	3	666,000.00																				
2. PSA Cotabato Province	2	444,000.00																				
3. PSA Sultan Kudarat	2	444,000.00																				
4. PSA South Cotabato	2	444,000.00																				
5. PSA Sarangani	2	444,000.00																				
TOTAL	11	2, 442,000.00																				
21.2	<ul style="list-style-type: none">Valid and current regular (Not Provisional) License to Operate (LTO) a Private Security Agency issued by the PNP-Supervisory Office for Security and Investigation Agencies (SOSIA): (Original/Certified True Copy):PHILGEPS Certificate of registration and Membership (Platinum). if the same is not submitted as part of the Technical Proposal																					

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p data-bbox="368 342 1278 376">Additional Terms and Conditions of the Contract of Security Services:</p> <ol style="list-style-type: none"> <li data-bbox="368 421 1391 600">1. The security guard assigned shall possess all the qualifications required under Republic Act 5487, as amended; shall be free from any derogatory record in any of the law enforcement agencies of the government, and shall be equipped with the required license from the Philippine National Police (PNP). <li data-bbox="368 622 1391 763">2. The principal and primary scope of works, functions, duties and responsibilities of the guard must be those as envision, and embodied in RA 5487 otherwise known as “Private Security Agency Law” and its implementing rules and regulations as amended. <li data-bbox="368 786 1391 1144">3. In view of the manpower requirements, the Agency shall provide the PSA XII with a copy of the individual personnel profiles of the security guards to be assigned in the PSA RSSO XII, PSA Cotabato Province, PSA Sultan Kudarat Province, PSA South Cotabato Province and PSA Sarangani Province together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the PSA-RSSO XII before assumption of work be the said security guard. <li data-bbox="368 1167 1391 1234">4. The number of guards may be increased or decreased as the need arises upon mutual agreement by the PSA XII and Agency. <li data-bbox="368 1256 1391 1397">5. Should the PSA XII be in need of the services of additional security guards, the Agency shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the PSA Region XII. <li data-bbox="368 1420 1391 1599">6. The Agency warrants to make available at all times duly trained and qualified relievers and/ or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day. <li data-bbox="368 1621 1391 1832">7. If the PSA XII has complaint about the security guards assigned to it, or relative to the security set-up observed, it shall notify the Agency in writing or call by telephone or cell phone about the same and immediately thereafter, the latter shall conduct an investigation and effect the corresponding adjustments in the deployment of its guards or in the security set-up, as the case maybe. <li data-bbox="368 1854 1391 1955">8. The Agency shall agree to remove, change or substitute any or all of the guards whose performance is/ are found unsatisfactory, as observed by and upon notice or advice by the PSA XII.

9. Agency shall exercise direct supervision and control over the guard/s assigned to the PSA XII in accordance with the rules and regulations promulgated by the PNP. It shall monitor/ supervise regularly the security guards by assigning supervisor/ personnel (who is not one of the security guards) to check or evaluate the performance of the said security guards at least twice a month and to make a corresponding report to be submitted to the Chief Administrative Office of PSA XII on the first week of the month following the said evaluation.
10. The Agency shall closely check the security guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of PSA XII.
11. There shall be no employer-employee relationship between the PSA XII and the Security Guards.
12. The PSA XII shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the Agency including death resulting therefrom.
13. The Agency shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant law;
14. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the Agency.
15. The Agency shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies.
16. The Agency shall protect the PSA XII from any liability arising from non-observance of laws, Rules and Regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement for other laws, or as a result of this contract.
17. The Agency shall be liable to PSA XII for any loss or damage that may be incurred upon the latter's properties and equipment within the guarded compound.
18. The liability for any loss or damage stated in paragraph 17 is subject to the following exceptions:
 - a) Where the loss or damage occurs inside a closed office, building or compartment into which the Agency or its agents have no access, in which case, the Agency is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards.
 - b) For loss of, and/or damage to property delivered, or entrusted by the PSA XII to its employees, which equipment or property is outside the

	<p>administrative control of the Agency at the time of said loss or damage, the Agency is not liable. In this connection, properties or equipment are considered outside the administrative control of the Agency only when the same are brought outside the PSA XII premises or compound by the authorized employees themselves.</p> <p>c) For loss of, and/ or damage to property resulting from fortuitous events or force majeure.</p> <p>19. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the Agency to the PSA XII within forty-eight (48) hours from its occurrence.</p> <p>20. The loss or damage to property shall be brought to the attention of the Agency by the PSA XII within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the Agency</p> <p>21. The Agency shall see to it that the security guards assigned to the clients shall be in their proper uniform during their tour of duty and are equipped with safety gears and their duties and functions.</p> <p>22. The Agency shall provide the security guards assigned to PSA XII, at its own expense, with the necessary serviceable, dependable, firearms and ammunitions, metal detectors, adequate communications equipment. The Agency shall warrant that these are duly licensed and that the guards have the required permits to carry and possess the same. The Agency shall also provide the PSA XII copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to the PSA XII.</p> <p>23. Training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the PNP Supervisory Office for Security and Investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/ alcoholic drink or prohibited drugs within the premises of the guarded compound of the PSA XII, whether he/she is on-duty or off-duty; likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of the PSA XII Offices, whether he/she is on-duty or off-duty.</p> <p>24. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the Agency shall provide the PSA XII with a contingent of three (3) or more security guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and the latter's officers and personnel against bodily harm during the emergency.</p> <p>25. The Agency shall provide PSA XII with the certified photocopy of the signed payroll of the security guards assigned to PSA XII covering the preceding half month and proof of remittances of all monthly mandatory contributions to the proper government agencies to be submitted together with the agency's monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment</p>
--	---

	<p>26. The Agency shall be entitled to an adjustment of the stipulated contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with the PSA XII depending upon evaluation and availability of PSA XII fund.</p> <p>27. The agency shall not during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the PSA XII offices which the agency may have acquired by reason of its services.</p> <p>Delivery and Documents –</p> <p>The delivery of security services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	No partial payment is allowed.
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. Inspection of the agency good office set-up, its available office tools and equipment and other resources as specified in the schedule of requirements. 2. Inspection of the actual documents to verify the accuracy of the information provided in the bid documents submitted. 3. Inspection of the original copies of the required documents such as the proof of paid remittances for the following government agencies: SSS, PHIL and HDMF.

Section VI. Schedule of Requirements

Schedule of Requirements

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

Lot	Description	Quantity	Place of Delivery
1.RSSO XII	Supply of security services from January 01 – December 31, 2021 for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays.	3 Security Guards	3 rd and 4 th Floor CYMCI Building, Don Rufino Alonzo Street, Cotabato City
2.PSA Cotabato Province	Supply of security services from January 01 – December 31, 2021, 2020 for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays.	2 Security Guards	Zepol Building III, Alim Street Corner Quezon Boulevard, Kidapawan City
3.PSA Sultan Kudarat	Supply of security services from January 01 – December 31, 2021 for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays.	2 Security Guards	Fajardo Building, 19 Doña Aurora St., Poblacion, Tacurong City, Sultan Kudarat
4.PSA South Cotabato	Supply of security services from January 01 – December 31, 2021 for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays.	2 Security Guards	SCJ Building, Jose Abad Santos Street, Zone III, Koronadal City, South Cotabato
5.PSA Sarangani	Supply of security services from January 01 – December 31, 2021 for seven (7) days' work, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays and holidays.	2 Security Guards	EJ Yomon Building, I. Santiago Blvd., Lagao, General Santos City

MINIMUM REQUIREMENTS

❖ General Requirements

1. Must be licensed Security Guard
2. Physically and mentally fit;
3. No derogatory record;
4. The Security Agency must have at least one (1) key personnel with a title of Certified Security Professional;
5. Must submit a Security Survey of PSA regional and provincial offices' compound and submit a survey report;
6. No double posting of guards.

❖ Additional Minimum Requirements: Security Equipment

1. Valid Licensed Service Firearms for each guard on duty
2. VHF Portable Radio with extra battery pack and battery charger for each guard on duty
3. Metal detector for each office
4. Flashlights with batteries for each guards on duty
5. Night sticks for each guards on duty
6. Handcuffs for each guards on duty
7. Medical Kit for each guards on duty*
8. Whistle for each guards on duty
9. Megaphone for each office
10. Steel firearms box with lock for each office

* Minimum technical requirements for first aid kits - Must contain at least:

- 1) 1 pc. Surgical Tape;
- 2) 4 pcs. Plaster strips (wash proof);

- 3) 1 pc. Elastic Bandage;
- 4) 2 pcs. Guaze Pad, 2x2
- 5) 1 pc. Providine Iodine;
- 6) 4 pcs. Alcohol Pad;
- 7) 1 pack Cotton Buds;
- 8) 1 pc. Antiseptic Cleansing Wipes;
- 9) 1 pc. Ammonia, 15 ml.
- 10) 1 pc. Vaporub, 10g.

SCOPE OF WORK

- ❖ **PROVISION OF SECURITY SERVICES FROM 01 JANUARY 2021 TO DECEMBER 31, 2021 AT THE PSA XII REGIONAL AND PROVINCIAL OFFICES:**
 - 1) The AGENCY agrees to provide the security guards for the protection and security of the rights and interest, office buildings, furniture, equipment and other facilities of the PSA XII offices against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the AGENCY agrees to provide security and assistance to the officials and employees of the PSA REGION XII while in the discharge of their official duties and responsibilities. The security guards so posted shall maintain duly verified daily time records using the electric time recorder of the PSA XII offices, which shall support the claim for payment of services rendered.
 - 2) Record all incoming and outgoing official equipment, supplies, materials, and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Chief Administrative Officer within twenty-four (24) hours if any property belonging to the PSA-REGION XII offices shall be brought without duly approved gate pass;
 - 3) Security guards shall record all incoming and outgoing vehicles in their logbook
 - 4) Security guards shall record all entry and exit of the officials and employees to and from PSA XII Office premises
 - 5) Security guards shall record all personal and official pass of the officials and employees, file copy of the pass and submit the same to the human resource officer/ administrative officer in charge at the end of the office hour (5:00 PM) Monday to Friday

- 6) Security guards shall allow visitors in the office premises only upon proper identification and shall require them to properly fill out the visitor's logbook and wear the PSA-REGION XII field offices' visitor's ID;
- 7) Security guards shall record all trips of service vehicles and file one copy of each duly approved trip ticket;
- 8) Security guards shall enforce and obey all orders/instructions/memoranda issued by the Regional Director of officer-in-charge in behalf of the PSA XII, which are relevant to their functions;

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	Supply of the security services at the PSA XII offices, rendering at least twelve (12) hours duty daily, including Saturdays, Sundays, and holidays, from 01 January 2021 to 31 December 2021	
	PERFORMANCE CRITERIA	
	<p>The Bidder shall comply with the following performance criteria:</p> <ul style="list-style-type: none"> a) Quality of service delivered; b) Time management; c) Management and suitability of personnel; d) Contract administration and management; e) Provision of monthly accomplishment report and incident report as the need arises; f) Attentiveness and presence of mind of guard on duty; g) Compliance with Office policies/guidelines 	
	TECHNICAL EVALUATION PARAMETERS (supported by Company Profile)	
	<p>1. Stability</p> <ul style="list-style-type: none"> (a) Years of Experience: at least five (5) years in front line security service (b) Liquidity of the Contractor: At least Php500,000.00 (Current Assets minus stocks minus current liabilities based on latest Balance Sheet as of December 31,2019) (c) Organizational Set-up: with good office set-up, personnel, and office tools and equipment 	
	<p>2. Resources</p> <ul style="list-style-type: none"> (a) Number and Kind of Equipment and Supplies: with minimum number and kind of equipment and supplies as specified in Section VI. Schedule of Requirements 	

	<p>(b) Number of Licensed Guard: At least 20 security guards-qualified, licensed, bonded, uniformed, highly trained and armed security guards</p> <p>(c) Supervisors: with at least two (2) Supervisors</p>	
	<p>3. Security Plan</p> <p>(a) Submit a security plan tailored fit for PSA XII especially areas with frontline services in accordance with the minimum requirements below. Statement/enumerate the specific methodology to execute the Plan</p> <ul style="list-style-type: none"> • Officials & Employees, Clients and Visitors • Physical Resources (Equipment and Building) • Contingency Plan for Various Risk 	
	<p>Other Factors</p> <p>(a) Recruitment and Selection Criteria: training conducted for the Security Guards before employment, education and age requirements, among others, as such:</p> <ul style="list-style-type: none"> (i) Not less than 25 but not more than 45 years of age (ii) With at least five years (5) relative trainings relative to frontline services (iii) Physically and mentally fit (iv) With clearance from NBI, PNP, PDEA, psychiatry test (v) With clearance on Pendency / Non- Pendency of administrative case or unsatisfactory performance from previous work. (vi) Security guard profile should be made available during the post qualification for evaluation and review of the Technical Working Group. <p>(b) Completeness of Uniform and other paraphernalia as prescribed under RA No. 5487 and its IRR</p> <p>(c) Proof of paid remittances for the following government agencies: SSS, PHIC and HDMF in the form of certification issued by the said agencies</p> <p>(d) Copies of the licenses, results of neuropsychiatric examination, training certificates and other requirements of the guards shall be furnished to PSA XII upon execution of the contract.</p>	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

or

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (o) **Valid and current regular (Not Provisional) License to Operate (LTO) a Private Security Agency issued by the PNP-Supervisory Office for Security and Investigation Agencies (SOSIA): (Original/Certified True Copy):**



Management
System
ISO 9001:2015

Cert. Reg. No.
01 100 1734754/18
www.tuv.com
ID 9108640991

