



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FO 12**  
**BIDS AND AWARDS COMMITTEE**  
PUROK BUMANAAG, BRGY. ZONE III, KORONADAL CITY, 9506

**BIDDING DOCUMENTS**

**FOR THE**

**PROCUREMENT OF HIRING OF SECURITY**  
**SERVICE PROVIDER FOR THE PERIOD OF**  
**JANUARY TO DECEMBER 2022**  
**(Early Procurement Activities)**

Project Reference No.: DSWD12-AD-2022-001

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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***

**INVITATION TO BID**

**FOR THE BIDDING OF**

**PROCUREMENT OF HIRING OF SECURITY SERVICE PROVIDER**  
**FOR THE PERIOD OF JANUARY TO DECEMBER 2022**  
**(Early Procurement Activities)**

Project Reference No.: DSWD12-AD-2022-001

Funding Source: NEP 2022

1. The **Department of Social Welfare and Development Field Office XII**, through the *National Expenditure Program (NEP 2022)* intends to apply the sum of **Ten Million Seven Hundred Ten Thousand Pesos Only (Php10, 710,000.00)** being the ABC to payments under the contract for the **Procurement of Hiring of Security Service Provider for the Period of January to December 2022**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Social Welfare and Development Field Office XII** now invites bids for the above Procurement Project. Delivery of the Goods is required by **January 01, 2022 to December 31, 2022 or One (1) year Contract Duration**. Bidders should have completed, within **Two (2) years (from December 30 2019 to December 29, 2021)** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *DSWD FO XII Bids and Awards Committee (BAC) Secretariat* and inspect the Bidding Documents at the address given below during **8:00 a.m. to 5:00 p.m., Mondays to Fridays except holidays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **December 9, 2021 to December 29, 2021, 9:00 a.m.** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents*,

*pursuant to the latest Guidelines issued by the GPPB, in the amount of; Php 25,000.00 for ABC of more than 10 Million up to 50 Million. The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and DSWD FO 12 website. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.*

6. The **Department of Social Welfare and Development Field Office XII** will hold a Pre-Bid Conference<sup>1</sup> on **December 16, 2021, 09:30 a.m. at DSWD FO XII Office**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **December 29, 2021, 09:00 a.m. at DSWD FO XII Procurement Section Office**. 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 29, 2021, 10:30 a.m.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Department of Social Welfare and Development Field Office 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:  
  
DSWD FO XII-BAC Secretariat  
Administrative Division-Procurement Section  
Department of Social Welfare and Development FO XII  
Purok Bumanaag, Brgy. Zone III, Koronadal City  
Email Address: procurement.fo12@dswd.gov.ph  
Telephone No. +63 (083)-228-8637
12. You may visit the following websites:  
  
<https://fo12.dswd.gov.ph/bid-bulletin/>  
<https://www.philgeps.gov.ph/>

*December 8, 2021*

**(Signed) BAILANO SALIK-ALI, RSW**  
***BAC Chairperson DSWD FO XII***



## *Section II. Instructions to Bidders*

## 1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development Field Office XII** wishes to receive Bids for the *Procurement of Hiring of Security Service Provider for the Period of January to December 2022*, with Project Reference No. DSWD12-AD-2022-001.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2022* in the amount of **Ten Million Seven Hundred Ten Thousand Pesos Only (Php 10,710,000.00)**.

2.2. The source of funding is NGA, 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 “P” 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 at twenty five percent (25%) 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 hold a pre-bid conference for this Project on **December 16, 2021, 9:30 a.m.** at **DSWD XII Office** 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 **ITB**, 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 *two (2) years (from December 30, 2019 to December 29, 2021)* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the

Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

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

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

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *April 29, 2022 or One Hundred Twenty (120) calendar days from the Bid Opening*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

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

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 may be. 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 One Project having several items.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

- 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> <ul style="list-style-type: none"> <li>a. <i>Contract for Security Services</i></li> <li>b. Completed within two (2) years (from December 30, 2019 to December 29, 2021) prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<b><i>Subcontracting is not allowed</i></b>
12	The price of the Goods shall be quoted DDP <i>DSWD FO 12 located at Purok Bumanaag, Brgy. Zone III, Koronadal City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</li> </ul>
19.3	<p><b><i>DSWD12-AD-2022-001 Procurement of Hiring of Security Service Provider for the Period of January to December 2022.</i></b></p> <p><i>- Security Services with an ABC amounting to Php10,710,000.00</i></p>
20.2	<p><i>The Lowest Calculated Bid may be subjected to ocular inspection and shall submit ALL of the following post-qualification requirements:</i></p> <ol style="list-style-type: none"> <li><i>1. Photocopy of Single Largest Completed Contract or Purchase Order, which should be signed by both parties.</i></li> <li><i>2. The corresponding proof of completion, which could either be:</i> <ul style="list-style-type: none"> <li><i>i. Certificate of Final Acceptance/Completion from bidder's client; or</i></li> <li><i>ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract.</i></li> </ul> </li> <li><i>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:</i> <ul style="list-style-type: none"> <li><i>i. 2020 Income Tax Return with proof of payment; and</i></li> <li><i>ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns</i></li> </ul> </li> </ol>

	<p><i>(2551M) with proof of payment covering the months from July 2020 to December 2020.</i></p> <p><i>* Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</i></p> <p><i>** In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</i></p> <p><i>*** In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</i></p>
21.2	<p><i>Duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable. (Should expressly indicate the Authorized representative to transact with the Procuring Entity)</i></p>

## ***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**

- 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*

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents</b> – The delivery of Goods/Security Services shall be made by the Security Agency <b>on a monthly basis</b> starting upon the receipt of Notice to Proceed until December 31, 2022.</p> <p>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:</p> <p>“The delivery terms applicable to the Contract are DDP delivered in <i>Region XII</i>. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered <i>Region XII</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b><i>the End-user or the Administrative Division-General Services Section</i></b>.</p> <p><b>Packaging</b> – Not Applicable</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p>

	Name of the Procuring Entity Name of the Supplier Contract Description Final Destination
	Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation – Not Applicable</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights – Not Applicable</b></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.
2.2	<p><i>“The terms of payment shall be semi-monthly for the services rendered, processed upon receipt of the billing statement and summary of attendance of personnel assigned for the project.</i></p> <p><i>The Security Agency on a monthly basis shall submit the following documents thereto:</i></p> <p><i>i. Original and four (4) copies of the Monthly Deployment Report (MDR) duly accomplished by the Security Agency at the end of each month stating the names of the guards, salary rates and actual attendance;</i></p> <p><i>ii. Proof of remittance of Premiums and benefits of the security guards at the end of each month; and</i></p> <p><i>iii. Certificate of prompt payment of salaries of security guards.</i></p>
4	The inspections and approval as to the acceptability of the services on its compliance with the technical specifications as scheduled will be conducted by the DSWD Inspection Committee with the presence of end-user.

## *Section VI. Schedule of Requirements*

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Hiring of Security Service Provider (January to December 2022)	51 pax	51 pax	1st day of delivery of Services will commence within Seven (7) calendar days from the receipt of Notice to Proceed
	Specifications:			
	1. With free sets of Uniform (Type A)			
	2. With license service fire arms (9mm & Shotgun)			
	3. With Insurance			
	4. With PAG-IBIG			
	5. With individual copy of pay-slip			
	6. With Social Security System (SSS)			
	7. Mode of payment of salary to the guards must be every 15th & 30th of the month			
	9. Choice of personnel must be licensed guard from the security agency			
	10. Salary should be debited through individual ATM			
	11. With furnish copy of monthly payroll and statement			
	12. With metal detector			
	13. With flashlight and two-way radio			
	14. Inclusive of Administrative Cost and its breakdown			
	15. Area of assignment (see attached Term of Reference)			
	16. Withy supplies/ materials for compliance to health protocols (mask, face shield, gloves and thermal gun)			
	see attached Terms of Reference for information and guidance			
Delivery Term:	January to December 2022			



Place of Delivery:	DSWD Owned and Rented Offices, DSWD Centers and Residential Care Facilities and warehouses
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\* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

**I hereby certify to comply and deliver all the above requirements.**

\_\_\_\_\_  
Name of the Company/Bidder      Signature Over Printed Name of the Representative      Date

## *Section VII. Technical Specifications*

## Technical Specifications

Item	Specification	Statement of Compliance
1	Hiring of Security Service Provider (January to December 2022)	[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.]
	Specifications:	
	1. With free sets of Uniform (Type A)	
	2. With license service fire arms (9mm & Shotgun)	
	3. With Insurance	
	4. With PAG-IBIG	
	5. With individual copy of pay-slip	
	6. With Social Security System (SSS)	
	7. Mode of payment of salary to the guards must be every 15th & 30th of the month	
	9. Choice of personnel must be licensed guard from the security agency	
	10. Salary should be debited through individual ATM	
	11. With furnish copy of monthly payroll and statement	
	12. With metal detector	
	13. With flashlight and two-way radio	
	14. Inclusive of Administrative Cost and its breakdown	
	15. Area of assignment (see attached Term of Reference)	
	16. Withy supplies/ materials for compliance to health protocols (mask, face shield, gloves and thermal gun)	
	see attached Terms of Reference for information and guidance	
Delivery Term:	January to December 2022	
Place of Delivery:	DSWD Owned and Rented Offices, DSWD Centers and Residential Care Facilities and warehouses	

**I hereby certify to comply and deliver all the above requirements.**

\_\_\_\_\_  
 Name of the Company/Bidder      Signature Over Printed Name of the Representative      Date

## TERMS OF REFERENCE

Hiring of Security Service Provider for CY 2022  
 (Covering 01 January 2022 to 31 December 2022)

### RATIONALE

The Department of Social Welfare and Development Field Office XII (DSWD FO XII) considers that a secured and safe work environment will contribute to a more productive workforce that will result to an efficient and effective delivery of social welfare and development services to the marginalized sector of society.

The DSWD FO XII has more than one thousand six hundred twenty three (1,623) personnel in its regional office in Koronadal City and Centers and Institutions in Municipality of Tantangan and Cotabato City. It has several facilities that have to be secured from burglary, robbery, theft, sabotage, fire, vandalism, unruly rallies and other unlawful acts. These facilities and properties are the following: CIU Satellite Offices in South Cotabato, Sultan Kudarat, Sarangani, North Cotabato, Cotabato City and General Santos. Warehouses located in different areas in the Municipality of Tantangan including the Regional Office located at Carpenter Hills, Koronadal City. The Department is obliged to have Security Services to safeguard the areas and facilities that are off limits to the public.

Thus, DSWD requires the services of a Service Provider that will secure its personnel, properties, facilities as well as clients.

### LEGAL BASIS

The General Provision of the Annual General Appropriations Act provides that "Departments, bureaus, offices, or agencies of the National Government, as well as GOCCs, are hereby authorized to enter into service contracts, with other government agencies, private firms or individuals and non-governmental organizations for services related or incidental to their respective functions and operations, whether on part-time or full-time basis. xxx Service contracts may also be entered into by the agency for janitorial, security and other related services, whenever practicable and cost-effective for the government."

### SCOPE OF WORK

#### *The Service Provider*

1. The **Service Provider** shall provide qualified and competent security guards to the following offices and facilities of the Department:

Office/Facilities	Location	No. of Guards
Field Office (FO)	Purok Bumanaag, Brgy Zone III, Koronadal City	12
Regional Office (RO)	Regional Center, Carpenter Hills, Koronadal City	3
CCAM Office	Arrelano St., Koronadal City	1
RRCY	Tantangan, South Cotabato	8

RSCC	Tantangan, South Cotabato	4
HFGW	Tantangan, South Cotabato	4
CH	Tantangan, South Cotabato	4
DRMD Two (2) Warehouses	Tantangan, South Cotabato	8
CIU Koronadal Satellite Office	Maranion, Koronadal City	1
CIU South Cotabato Satellite Office	Surallah, South Cotabato	1
CIU Sultan Kudarat Satellite Office	Tacurong City, Sultan Kudarat	1
CIU North Cotabato Satellite Office	Kidapawan City, North Cotabato	1
CIU Cotabato City Satellite Office	Cotabato City	1
CIU SARGEN Satellite Office	General Santos City	2
<b>Total</b>		<b>51</b>

2. The **Service Provider** shall be responsible for the following:

- 2.1. Protect the DSWD FO XII buildings, facilities, properties, and personnel belongings in the area of jurisdiction from disturbance, burglary, robbery, vandalism, pilferage, theft, sabotage and other unlawful acts. Any incident as such shall be immediately reported to the Administrative Division (AD) Chief through the General Services Sections (GSS) for the appropriate action;
- 2.2. Secure and defend from harm the DSWD FO XII officials and employees, including its visitors while they are within the area of jurisdiction;
- 2.3. Implement the DSWD FO XII security measures and other security related policies which may be promulgated from time to time;
- 2.4. Submit daily reports and other reports as may be required by the DSWD FO XII on security activities;
- 2.5. Monitor and log all leaving and arriving DSWD FO XII and private vehicles. A monthly summary report of all vehicles coming in and out of the premises must be submitted to, General Services Division (GSD);
- 2.6. Provide Identification Cards (IDs) for visitors and CIU clients of DSWD FO XII;
- 2.7. Conduct regular patrol within the vicinity to maintain peace and order; and
- 2.8. Implement the DSWD FO XII existing Security Protocols and Guidelines on Safety and Security Measures.

3. The Service Provider shall provide the required security equipment and all its peripherals:

- a. License fire arms (9mm & shotgun)
- b. Metal detector
- c. Flashlight
- d. Two-way radio
- e. Complete sets of Uniform (Type A)

4. Except from fortuitous events and/or negligence of the DSWD FO XII officials and employees, the Service Provider shall be accountable for the following:
  - 4.1. Any loss or damages to all property appearing in the Inventory Report and/or other reports/documents which serve as proof of the DSWD FO XII ownership of the property; and
  - 4.2. Any damages due to the act, fault or negligence in the performance of duty of the security personnel.
5. The **Service Provider** shall pay for the damages through deduction from its monthly billing. In case that the cost of damages cannot be covered by its collectibles from the DSWD FO XII, the Service Provider shall pay in cash or restore the property at its expense within one (1) month from notice.
6. The Service Provider shall at all times be solely liable and responsible for the enforcement of and compliance with all existing laws, rules and regulations on labor, personnel wages/salaries/benefits, rights and privileges, particularly the Labor Code, Social Security System, Employees Compensation Commission, Philippine Health Insurance, among others. The Service Provider shall hold the Department free from any liabilities in respect thereto and/or which may arise therefrom.

### ***The DSWD FO XII***

7. DSWD FO XII shall provide an updated List of Inventory of Property from AD - Property Asset and Management Section to the Service Provider at the start of the engagement. The updated list or other documents such as Property Accountability Receipts (PAR) shall be provided to the Service Provider from time to time to update the List of Inventory.
8. DSWD FO XII shall pay the Service Provider within fifteen (15) days upon receipt of the bill, daily time records of the security guards, certificates of service rendered and other required reports.
9. A creditable withholding tax shall be deducted from the monthly gross bill amount, broken down as follows:

Expanded Value Added Tax (EVAT) - 5%	
Expanded Withholding Tax	- 2%
10. The security personnel to be provided by the Service Provider shall not be related to any DSWD FO XII personnel within the 3rd degree of consanguinity or affinity in the area or facilities of the DSWD FO XII being serviced and as such, the latter shall not in any manner be liable or responsible for any personal injury or damages, including death, caused by said security personnel assigned to the Department during the lawful performance of their duties.



## Other Terms and Conditions

11. The Security Service Provider must be able to provide to the security guards in the performance of this Contract, the following conditions:
  - a. With insurance
  - b. With Pag-Ibig
  - c. With individual copy of pay slip
  - d. With SSS
  - e. With Philhealth
  - f. Mode of payment of salary to the guards must be every 15<sup>th</sup> and 30<sup>th</sup> day of the month
  - g. Salary should be through individual ATM
  - h. With furnish copy of Monthly Payroll and Statement
  - i. Inclusive of Admin. Cost and its breakdown
  - j. With supplies/materials for compliance to health protocols (masks, face shields, gloves & thermal gun)
12. In the event that the security contract expires without a successful procurement of security services, the contract may be extended subject to the availability of funds.
13. The **Service Provider** shall be willing to absorb fifty percent (50%) of the existing total number of security personnel assigned in Field Office, Center and Institutions, Warehouses, CIU Satellite Offices, and Regional Office.
14. The **Service Provider** shall provide five (5) relevant trainings/seminars to its security personnel within the contract period. The official documentation on the proceedings shall be submitted to the AD Chief within seven (7) working days after the conduct of the activity.
15. The **Service Provider** shall pay in advance the salary and other benefits of its security personnel to comply with the labor laws. Any delay and non-payment of salaries and other benefits to any security personnel by the Service Provider are grounds for the immediate termination of the contract.
16. DSWD FO XII shall not be held liable for any claims of the Agency's assigned security guards for their salaries and wages, benefits, compensation for death or sickness due to them or for any other claim arising from or in connection with their employment with the Agency except those required by law to be paid by the Department through the Agency.
17. The **Service Provider** shall submit to DSWD FO XII, together with its monthly invoices, duly certified copy of the immediately preceding payroll and a sworn certification/undertaking duly executed by its General Manager/President stating that all workers and/or personnel assigned to DSWD FO XII pursuant to this Agreement have been paid the required minimum wage and other mandatory benefits that they are entitled to under the law at least for the previous quarter with a commitment to pay the following quarter. The proof of payment of membership

and remittances including the Alpha List of covering at least the previous quarter must support the processing of payment. DSWD XII shall not process any billings that are not accompanied by the aforementioned document. If the billing is in order, DSWD agrees to pay the Service Provider as soon as possible from receipt of such billings and shall pay within a period of fifteen (15) days from its receipt.

All billings must be submitted to DSWD FO XII every 1st week of the month for timely processing of payment and in compliance to strict implementation of its Monthly Cash Program.

18. The **Service Provider** shall not terminate any assigned security guard in any offices of the DSWD FO XII without the approval of the Regional Director.
19. The **Service Provider** shall be ready at all times to provide additional security service requirements of DSWD during significant events involving the Chief Executive, emergency situations, and/or disaster operations at its premises.
20. DSWD FO XII may increase or decrease the number of assigned regular duty guards by thirty percent (30%) whenever necessary during the contract period including provision of additional handheld radio and equipment in case of rallies or public demonstration, disaster and/or emergency situations subject to availability of funds.
21. DSWD FO XII may re-assign or request replacement of the guards any time during the contract period with or without cause.
22. The posting of the security personnel shall be as follows:

Shift	Time	Number of Security	Total
Morning Shift	7:00 A.M. to 7:00 P.M.	40	40
Evening Shift	7:00 P.M. to 7:00 A.M.	11	11
Total			51

A 15-minute period before the start of the shift shall be observed for briefing and transition purposes, to wit:

Shift	Time
Morning	6:45 A.M.
Evening	6.45 P.M.

## INSTITUTIONAL ARRANGEMENT

The **Service Provider** shall be responsible to the Administrative Division through General Services Section (GSS). All reports shall be submitted to the Chief Administrative Officer thru the Section Head of GSS who shall supervise and monitor the implementation of security services of the Service Provider.

## BUDGETARY REQUIREMENT

DSWD FO XII shall pay the **Service Provider**, subject to applicable taxes, a fixed cost as follows chargeable against funds of AD-GASS, DRMD, CCAM, and CIU Funds. The contract shall be for 12 months, covering the period of 01 January 2022 to 31 December 2022.

***Amount per Guard:***

- Seventeen Thousand Five Hundred Pesos (P17, 500.00) per month per guard on a twelve (12) hour daily duty.

***Total Amount per Month (12-hr shift):***

- Eight Hundred Ninety Two Thousand Five Hundred Pesos (P892, 500.00).

***Total Amount in Twelve (12) Months (12-hr shift):***

- Ten Million Seven Hundred Ten Thousand Pesos (P10, 710,000.00).

Source of Funds	Amount for 2022
AD-GASS	P3,150,000.00
DRMD	P1,680,000.00
Center and Institutions	P4,200,000.00
CCAM	P210,000.00
CIU	P1,470,000.00
<b>Total Amount</b>	<b>P10,710,000.00</b>

These amounts are for the services of fifty one (51) security guards including their security equipment (please refer to Annex B for the breakdown of estimated contract price per month).

If, during the effectivity of the Contract between the Service Provider and the DSWD FO XII, a wage order or pertinent laws shall be implemented increasing the minimum wage or providing additional benefits to employees in private sector, the rates herein shall be adjusted accordingly. The Service Provider shall comply with the wage increase. Salary adjustment within the Contract Duration under DOLE Wage Order shall be on the account of the Service Provider.

## QUALIFICATION OF THE SERVICE PROVIDER

The **Service Provider** must possess a good track record in security services business for at least two (2) years. Thus, a certification that the Service Provider has at least two (2) years of experience in security services with satisfactory performance from clients is required.

The **SERVICE PROVIDER** must submit the following requirements:

1. Certification stating that Service Provider have at least three (3) existing projects to date with certification of satisfactory performance [must be duly notarized and in original form];

2. Certification stating that the Service Provider has at least two (2) years of experience in security services [must be duly notarized and in original form];
3. Certificate from the bidder under oath of its compliance with existing labor laws and standard [must be duly notarized and in original form];

The **TECHNICAL WORKING GROUP** that may be assigned may require the certified true copy of the following clearances and certification for further evaluation and to ensure its compliance with existing labor laws and standard.

1. Clearance from DOLE Regional Office where the principal office of the bidder is situated, stating that the bidder has no pending administrative case for violation of the minimum wage laws, rules and regulations [must be original copy and issued on the current year];
2. Clearance from the National Labor Relations Commission (NLRC) stating that the bidder has no pending Administrative Case for violation of the minimum wage laws and other applicable labor rules and regulations (covering the period CY 2020 and 2021). The said certification must be issued on the current year [must be duly notarized and in original form];
3. Certification from the bidder under its oath of its compliance with existing labor laws and standard [must be duly notarized and in original form] with the following documents.
  - 3.1. Proof of payment and undertaking of the benefits paid;
  - 3.2. PHILHEALTH Certification/Clearance - Membership and paid remittances of all existing personnel for CY 2019 including the alpha list. Certification/Clearance must be issued on the current year;
  - 3.3. PAG-IBIG Certification/Clearance - Membership and paid remittances of all existing personnel for CY 2019 including the alpha list. Certification/Clearance must be issued on the current year;
  - 3.4. SSS Certification/Clearance - Membership and paid remittances of all existing personnel for CY 2019 including the alpha list. Certification/Clearance must be issued on the current year.

## **QUALIFICATION OF THE SECURITY PERSONNEL TO BE ASSIGNED**

The guards that shall be assigned by the **Service Provider** to the Department shall possess the following qualifications:

1. With valid security guard license, license to carry firearms and license/training to use handheld radios;
2. Bonded with at least P1,000 per guard;
3. At least High School graduate but with required training on security services;

4. Must have undergone the pre-licensing training course conducted by the licensed training school accredited by Security Agency and Guards Supervision Division (SAGSD) of the Philippine National Police (PNP) containing subjects on public relation, values formation, courtesy and discipline;
5. For Security Officer, he must have training on supervisory course and/or whichever is applicable for an officer being conducted by authorized/accredited SAGSD of PNP and must have passed the General Knowledge Exam to secure Security License Card for Security Officer pursuant to Republic Act No. 5487;
6. Physically and mentally fit; passed the Psychological Test, Drug Test and Medical Clearance;
7. With good moral character; possess clearances from Philippine National Police and National Bureau of Investigation (NBI).

The Contract of security services of the Department shall be awarded to the Lowest Calculated and Responsive Bidder (LCRB).

## *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);  
**And**
- ☐ (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).



