

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of Security Service for the Year 2024 for DepEd IV-A Regional Office at Karangalan Village, Cainta, Rizal (ROIVA-24-01)**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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





Republic of the Philippines  
**Department of Education**  
REGION IV-A CALABARZON

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**INVITATION TO BID**  
**(ROIVA-24-01)**

1. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON**, through its Bids and Awards Committee (BAC), is inviting interested parties to bid the hereunder project:

Name of Project : **PROCUREMENT OF SECURITY SERVICES FOR THE YEAR 2024 FOR DEPED IV-A REGIONAL OFFICE AT KARANGALAN VILLAGE, CAINTA, RIZAL**

Location : DepEd Region IV-A Calabarzon, Gate 2  
Karangalan Drive, Cainta, Rizal

Delivery of Goods : **March 1, 2024 – December 31, 2024**  
(Four (4) Security Guards for the Regional Office)  
All tax inclusive and 12-hour duty

2. The **Department of Education Region IV-A CALABARZON**, through **Government of the Philippines under FY2024 Regional Funds** intends to apply the sum of **One Million Six Hundred Seventy Thousand Seven Hundred Sixty Pesos (Php1,670,760.00)** being the Approved Budget for the Contract (ABC) to payments under the contract **Procurement of Security Service for the Year 2024 for DepED IV-A Regional Office at Karangalan Village, Cainta, Rizal**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
3. The **Department of Education Region IV-A CALABARZON** now invites bids for the above Procurement Project. Delivery of Goods is required by **March 1, 2024 to December 31, 2024 with Four (4) Security Guards for the Regional Office – all tax inclusive and 12-hour duty**. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
4. Bidding will be conducted through open competitive bidding procedures using 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.

5. Interested bidders may obtain further information from the **Department of Education Region IV-A CALABARZON, BAC Secretariat** and inspect the Bidding Documents at the address given above from **8:00am to 5:00pm**.
6. A complete set of Bidding Documents may be acquired by interested bidders on **January 18, 2024 to February 9, 2024** from given address above and its website, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
7. The **DEPARTMENT OF EDUCATION REGION IV-A CALABARZON** will hold a Pre-Bid Conference on **January 26, 2024 at 1:00 in the afternoon** through videoconferencing/webcasting *via on-line*, which shall be open to prospective bidders.

**Google Meet:** [meet.google.com/uxg-cpwx-zen](https://meet.google.com/uxg-cpwx-zen)

8. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **FEBRUARY 9, 2024 at 9:45 in the morning**. Late bids shall not be accepted.
9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
10. Bid opening shall be on **FEBRUARY 9, 2023 at 10:00 in the morning at Bulwagan ng Karangalan, Gate 2 Karangalan Drive, Cainta, Rizal**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The **Department of Education Region IV-A CALABARZON** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

**JOCELYN L. MARTIN**

BAC, Secretariat

DepEd Region IV-A Calabarzon, Gate 2 Karangalan Drive, Cainta, Rizal

Email add: [bac.calabarzon@deped.gov.ph](mailto:bac.calabarzon@deped.gov.ph)

Cel. No./Viber No. 09175361866

13. You may visit the following websites:

For downloading of Bidding Documents: **<https://depedcalabarzon.ph/bid-documents> OR go to [depedcalabarzon.ph](https://depedcalabarzon.ph), on the menu, go to **Transparency > Bid Documents****

January 15, 2024

**(sgd) LOIDA N. NIDEA**  
*BAC Chairperson*

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

## 1. Scope of Bid

*DepED IV-A CALABARZON* wishes to receive Bids for the *Procurement of Security Services for the Year 2024 for DepED IV-A Regional Office at Karangalan Village, Cainta, Rizal* with identification number *ROIVA-24-01*.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Government of the Philippines under FY2024 Regional Funds* in the amount of ***One Million Six Hundred Seventy Thousand Seven Hundred Sixty Pesos (Php1,670,760.00)***.

2.2. The source of funding is:

- a. General Appropriations Act, FY2024 Regional Funds.

## 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:**
  - 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**

**SUBCONTRACTING IS NOT ALLOWED**

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address Gate 2 Karangalan Drive, Barangay San Isidro, Cainta, Rizal as indicated in paragraph 7 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **FIVE (5) years** prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

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

registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

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

- a. 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>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until 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**.

### **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 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.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

- 19.2. 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.

- 19.3. The Project shall be awarded as follows:

Option 1 – One Project shall be awarded as one contract.

- 19.4. 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> <p>a. <b>PROCUREMENT OF SECURITY SERVICES</b></p> <p>b. completed within FIVE (5) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<b>Sub-contracting is not allowed</b>
12	The price of the Goods shall be quoted DDP <b>DepEd Region IV-A CALABARZON, Gate 2 Karangalan Drive, Cainta Rizal</b> 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> <p>a. The amount of not less than <b>Php33,415.20</b> <i>equivalent to two percent (2%) of ABCJ</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <b>Php83,538.00</b> <i>equivalent to five percent (5%) of ABCJ</i> if bid security is in Surety Bond.</p>
15	<b>Bidder shall submit hard copies of their proposals manually in three sets (original, copy 1, and copy 2)</b>
19.3	The project shall only have one lot.
20.2	<p>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 LCB, the Bidder shall submit the following requirements:</p> <p>c. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;</p> <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission; and</p> <p>b. Other appropriate licenses and permits required by law and stated in this BDS.</p>

	<p>During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present:</p> <p>a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Completed Contracts which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.</p> <p>b. Original copy of Class “A” Eligibility documents for validation purposes as well as the technical and financial documents submitted during bid opening. In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class “A” documents or its equivalent that are written in foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines.</p> <p>To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in Section II. ITB 20.2.</p> <p>The envelope shall be placed in a brown envelope and marked:</p> <p><b>ITB 20.2 Documents</b>  <b>Name of Project:</b> _____  <b>Bid Opening Date:</b> _____  <b>Name of Bidder:</b> _____</p> <p>Failure to submit above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.</p>
21.2	No further instruction

## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></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><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <b>DepED Region IV-A CALABARZON</b>. 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 <i>Mr. Gian Carlo G. Ventura, CP No. 0915-611-1682</i>.</p> <p><b><u>REGULAR AND RECURRING SERVICES</u></b></p> <p><b><u>“The contract for regular and recurring services shall be subject to renewal subject to the Guidelines on Renewal of Regular and Recurring Services under Appendix 37 of the 2016 revised IRR of RA No. 9184 which includes the performance evaluation of the service provider on the requirements under Section VII. Technical specifications.”</u></b></p>
2.2	<p>The terms of payment shall be monthly upon submission of the documents required by the Accounting Section.</p>
4	<p>No further instruction</p>



## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Security services for the year 2024 for DepEd IV-A Regional Office at Karangalan Village, Cainta, Rizal	4	4	March 1, 2024 to December 31, 2024.

**I hereby verify to comply with all the above requirements.**

\_\_\_\_\_  
**Signature over printed name of the authorized representative**

\_\_\_\_\_  
**Company name**

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

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

# Technical Specifications

*[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.]*

Item	Specification	Statement of Compliance
1	<p>4 Security Guards to safeguard the Regional Office premises for the period of March 1, 2024 to December 31, 2024 (306 days).</p> <p>12-hour duty inclusive of the 13<sup>th</sup> month, overtime pay, night differential and holiday pay</p>	
2	<p><b>Scope of Work or Services to Be Rendered:</b></p> <p>The Security Agency shall provide the following specific services:</p> <ol style="list-style-type: none"> <li>1. Submit the Security Plan to the Procuring Entity (PE).</li> <li>2. Protect the general interest of the PE.</li> <li>3. Guard and secure all property of the PE or its officers/employees within its area of responsibility.</li> <li>4. Strictly implement standing rules, regulations, guidelines and policies prescribed by the PE.</li> <li>5. Prohibit the commission of any unlawful or illegal acts within the assigned PE’s premises or its area of responsibility.</li> <li>6. Report and provide assistance in cases of any signs of disorder, riots, strike or any serious violation of the law.</li> </ol>	

	<p>7. Protect PE or government property from theft, pilferage or damage.</p> <p>8. Report and provide assistance in cases of any emergency situations, such as fire, typhoon, or natural calamities.</p> <p>9. Shall provide a roving Guard Supervisor that will monitor the detailed Security Guards on a regular basis (per shift).</p> <p>10. Perform their tasks in accordance with the Eleven General Orders, Code of Ethics and Code of Conduct of Security Guards as stated in RA 5487 (Act Governing the Organization and Management of Private Security Agencies).</p>	
3	<p><b>Manpower Qualifications</b></p> <p>The Security Guards (SG) shall have the following qualifications:</p> <ul style="list-style-type: none"> <li>a. At least High School Graduate;</li> <li>b. Of good moral character and reputation, courteous, alert and without criminal or police record;</li> <li>c. Physically and mentally fit;</li> <li>d. At least five feet two inches (5'2") in height;</li> <li>e. Duly licensed and properly screened and cleared by the Philippine National Police (PNP), National Bureau of Investigation (NBI), and other government offices issuing clearances for employment;</li> <li>f. In proper uniform and with other security paraphernalia such as flashlight, hand held radio, night stick, whistle, metal detector &amp; other essential security paraphernalia;</li> <li>g. Armed with appropriate and functional rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during hours of duty;</li> <li>h. Must have passed the Neuro-Psychiatric Exam; and</li> </ul>	

	<p>i. In possession of such other qualifications required by Republic Act (RA) No. 5487, as amended.</p>	
4	<p><b>Obligations and Responsibility of the Security Agency</b></p> <p>The Security Agency shall comply with the following obligations and responsibilities:</p> <ol style="list-style-type: none"> <li>1. Assume all losses in their areas of responsibility due to negligence/pilferages and negligence of their security guards after thorough investigation;</li> <li>2. Assume full responsibility for the acts of its SGs during the performance of their duties;</li> <li>3. Cooperate with the PE's official investigation of any suspected criminal activity or in case of theft or similar incidents in their assigned area;</li> <li>4. Be responsible for the safety of their SGs in the performance of their duties in providing security services to the PE;</li> <li>5. Provide the total number of guards required in the assigned area every shift per Section III hereof;</li> <li>6. Provide each SG on posts with firearm, handheld radio and metal detector at all times and ensure that said equipment conform to the applicable standards and covered with appropriate and valid licenses and documents;</li> <li>7. Shall conduct a physical security survey and inspection prior to the posting of the guards to define the areas, buildings and other structures considered critical and vulnerable;</li> <li>8. The Security Agency shall not change or replace the SG without prior notice at least three (3) working days, and approved by the PE;</li> <li>9. Have the SG changed or replaced at any time upon request of the PE for justifiable reasons; and</li> <li>10. Must provide their security guards with contact numbers of the PNP, BFP and hospitals for ready reference during emergency cases.</li> </ol>	
5	<b>Equipment Requirements</b>	

	<p>To be installed at/near the guard's posts (Main Gate and DepEd ROIV-A Lobby)</p> <ol style="list-style-type: none"> <li>1. Hand held 2-way radio – 3 units</li> <li>2. Rechargeable heavy-duty LED flash lights – 3 units</li> <li>3. Rain boots – 4 pcs</li> <li>4. Big Umbrellas – 2 pcs</li> <li>5. Raincoat – 4 pcs</li> <li>6. Night Sticks – 4 pcs</li> <li>7. Standby flood lights – 3 units</li> <li>8. Metal Detector – 2 units</li> </ol>	
<p>Reminder: The bidder shall only state “comply” or “not comply” against each of the individual parameters of each Specification stating the corresponding performance parameter.</p>		

**I hereby verify to comply with all the above requirements.**

\_\_\_\_\_  
**Signature over printed name of the authorized representative**

\_\_\_\_\_  
**Company name**

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

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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

### *Class "B" Documents*

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

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

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

- (k) [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.
- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

