

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS



Government of the Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
Region 8, Tacloban City

PROVISION OF SECURITY SERVICES FOR DENR REGIONAL OFFICE 08 - CY 2022

PR No. 2021-09-0039NCB

ABC: Ph1,500,000.00

[Early Procurement Activity]

Regional Bids and Awards Committee
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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 Environment and Natural Resources
Regional Office 08, Tacloban City

**INVITATION TO BID FOR
PROVISION OF SECURITY SERVICES
FOR DENR REGIONAL OFFICE 08 - CY 2022
PR No. 2021-09-0039NCB / ABC: Ph 1,500,000.00**

1. The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-REGIONAL OFFICE 08 (DENR RO-08)**, through the **National Expenditure Program (NEP) FY 2022** intends to apply the sum of **One Million Five Hundred Thousand pesos & 00/100 [Ph1,500,000.00]** being the ABC to payments under the contract for **Provision of Security Services for DENR Regional Office 08 – CY 2022 [PR No. 2021-09-0039]**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DENR RO8** now invites bids for the above Procurement Project. Delivery of the Goods is required within **twelve (12) months security services with six (6) licensed Security Guards**. Bidders should have completed, within **two [2] years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **Procurement Section, DENR RO8, 1st Floor, Administration Main Building, Tacloban City** and inspect the Bidding Documents at the address given below during office hours from **8:00 a.m. – 5:00 p.m.**, Monday to Friday except Holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **OCTOBER 15, 2021-NOVEMBER 09, 2021, 8:00 p.m.–5:00 p.m.** from the given address and website(s) below 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 [Ph5,000.00]**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees as maybe presented in person, by facsimile, or through electronic means.

6. The **DENR R08** will hold a **Pre-Bid Conference¹** on **OCTOBER 25, 2021, 2:00 p.m.** at **DENR RO8, PMD Conference Room, 4th Floor, Administration Main Building, Sto. Niño Extension, Tacloban City** which shall be open to prospective bidders through personal and video conferencing with link to be provided for the schedule upon submission of request for participation thru email address **psdenr08@gmail.com**.
7. Bids must be duly received by the BAC Secretariat through manual submission at the **DENR R08, Procurement Section, 1st Floor, Administration Main Building, Tacloban City** on or before **NOVEMBER 09, 2021, 12:00 noon**. **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 **NOVEMBER 09, 2021, 2:00 p.m.** at the **DENR RO 8, PMD Conference Room, 4th Floor, Administration Main Building, Sto. Niño Extension, Tacloban City** through personal and via virtual platform with link to be provided upon request by prospective bidders thru email address **psdenr08@gmail.com**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **DENR RO8** 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:

MARIA ELISA M. SALAZAR
OIC-Chief, Administrative Division
DENR RO8, Sto. Niño Ext., Tacloban City
Tel. No. [053] – 832-0828
Email Address: **psdenr08@gmail.com**

12. You may visit the **DENR Region 8 website** for downloading of Bidding Document at: <https://r8.denr.gov.ph/index.php/bid-opportunities/invitation-to-bid>.

ARTURO N. SALAZAR, DM, CESO IV
Chairperson, Regional Bids and Awards Committee
Assistant Regional Director - Management Services

Date of Issue: October 15, 2021

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – REGIONAL OFFICE 08** wishes to receive Bids for the **Provision of Security Services for DENR Regional Office 08 – CY 2022** with identification number **PR No. 2021-09-0039**.

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

2. Funding Information

The GOP through the source of funding as indicated below for **National Expenditure Program Fiscal Year 2022** in the amount of **One Million Five Hundred Thousand pesos & 00/100 [Ph1,500,000.00]**.

2.1. The source of funding is:

a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.3. 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:
 - i. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

The Procuring Entity will hold a **pre-bid conference** for this Project on **OCTOBER 25, 2021, 2:00 in the afternoon** at **DENR RO8, PMD Conference Room, 4th Floor, Administration Main Building, Sto. Niño Extension, Tacloban City** and/or through Video conferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **two [2] years** as provided in paragraph 2 of the **IB** 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

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 for **120 calendar days until March 09, 2022**. 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 (1) 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 its bid on or before **NOVEMBER 09, 2021, 12:00 noon** at the physical address of the Procuring Entity at **DENR RO8, Procurement Section, Ground Floor, Admin. Main Building, Tacloban City** through manual 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

² 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.

shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

- 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	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. Security Services; b. completed within two [2] years prior to the deadline for the submission and receipt of bids.
7.1	<i>No portions of Goods/Services to be subcontracted.</i>
12	The price of the Goods shall be quoted DDP [<i>Place of destination is Tacloban City</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration , or any of the following forms and amounts: <ol style="list-style-type: none"> a. The amount of not less than Thirty Thousand pesos [Ph30,000.00], the amount equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Seventy-Five Thousand pesos [Ph75,000.00], the amount equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	Project will be awarded as lot 1 only for the Provision of Security Services for DENR Regional Office 08 – CY 2022 [PR No. 2021-09-0039].
20.2	No additional licenses and permits relevant to the Project and the corresponding law requiring it.
21.2	Additional contract documents relevant to the Project required by the Procuring Entity: <ol style="list-style-type: none"> 1. Security Plan for Procuring Entity; 2. Organizational Set-Up; and 3. Company Recruitment and Selection Policy

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>Delivery and Documents –</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 this Contract are delivered at DENR Regional Office 8, Tacloban City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods/Services shall be made by the Supplier/Agency 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 are: Maria Elisa M. Salazar, OIC-Chief, Administrative Division; and/or Aileen P. Abad, OIC-Chief, General Services Section.</p> <p>Upon award of the Contract for the Security Services, the Supplier/Agency shall submit the herein updated documents of the assigned six (6) security guards for evaluation and pre-approval purposes, to wit:</p> <ol style="list-style-type: none"> 1. Supplier’s/Agency’s Duty Detail Order; 2. Curriculum Vitae/ Bio-Data with pictures taken within the last six (6) months of proposed Security Guards (SG) to be detailed on the Procuring Entity; 3. Health Certificate as to physically & mentally fit; 4. Vaccination Card with COVID-19 Vaccine for First & Second Dose; 5. Police Clearance; 6. NBI Clearance; 7. Copies of the SG’s License to Exercise Security Profession issued by the Philippine National Police (PNP); 8. Copies of the SGs’ Neuro-Psychiatric Exam Results; and 9. Drug Test Result. <p>For the pre-approval activity, the PE shall be represented by the following:</p> <ol style="list-style-type: none"> a. The Assistant Regional Director for Management Services; b. The Chief, Administrative Division; and c. The Chief, General Services Section. <p>Incidental Services –</p>

	<p>The Supplier/Agency is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>(a.) To perform, supervise, maintain, and/or replace of the supplied Services, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>(b.) To train the agency’s Security Guards at their own expense.</p> <p>The Supplier/Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of Performance Criteria enumerated in Section VII. Technical Specifications/ Terms and Conditions.</p> <p>Equipment/Paraphernalia –</p> <p>The Supplier/Agency shall provide security equipment and paraphernalia, notifications and information pertaining to the equipment and services provided as specified in Section VI. Schedule of Requirement and Section VII. Technical Specifications/ Terms and Conditions and additional services required as maybe needed by the Office.</p> <p>The Supplier/Agency shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of one (1) year.</p> <p>Equipment and Paraphernalia or components shall be supplied as promptly as possible, but in any case, within twelve (12) months of placing the order.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>Payment of the Billing of the Supplier/Agency per Month shall be made by the Procuring Entity upon submission of Billing Statement with the prior month’s proof of payment to the concerned SGs and proof of remittances to PhilHealth, SSS, Pag-IBIG and other documentary requirements of the accomplishment report duly inspected and accepted by the HoPE.</p>
4	<p>The inspections and tests that will be conducted within the Contract period are:</p> <p>a. Quality of Services Delivered; b. Time Management; c. Management and Suitability of Personnel; d. Contract Administration and Management; e. Provision of Regular Progress Reports.</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.

Item No.	Description	Quantity	Total	Delivered, Weeks/ Months
1.	<p>PROVISION OF SECURITY SERVICES FOR DENR REGIONAL OFFICE 8, Tacloban City</p> <p>Six (6) Licensed Security Guards to be assigned within 24 hours per day with 8 hours shifting of actual duty from Mondays to Sundays including Holidays.</p>	1 Lot	1 Lot	12 Months
	<p><i>Scope of Works:</i></p> <p>1. GENERAL:</p> <ul style="list-style-type: none"> a. Safeguard and protect the DENR properties, real or personal owned/ or issued from theft and pilferages; b. To act on / against violence, destruction or vandalism caused by persons, all DENR official and employees, laborers or strangers or any individuals within the office premises; c. To maintain peace therein and protect the lives and limbs of the DENR official and employees from theft, robbery or any act of violence; d. To act on / against violence upon their property within the DENR Regional Office compound or premises; and e. To perform such other duties as may be assigned by immediate supervisor/s. <p>2. SPECIFIC:</p> <ul style="list-style-type: none"> a. Control access to the building or grounds ensuring that only authorized personnel can enter the premises; b. Ensure that all packages, bags, vehicles and other uncertain materials are inspected; c. Notify supervisor/s and report the action taken in case/s of disturbance arising in connection with access and same should be attached in writing; 			

	<p>d. Conducts regular roving and inspection activities within the compound and or within their area of coverage;</p> <p>e. Maintain a logbook to record events in the entrance and exit posts; and</p> <p>f. Perform such other duties as may be assigned.</p> <p>3. EQUIPMENT AND PARAPHERNALIA <i>The Security Agency shall provide the following equipment and paraphernalia:</i></p> <ol style="list-style-type: none"> 1. Licensed service firearms (short/long) with ammunitions; 2. Knight stick (Batuta); 3. Whistle; 4. Handheld Radio/ Communication Equipment; 5. Flashlight and batteries; 6. Metal Detector; 7. Rainboots/Raincoats; 8. First Aid/Medical Kit; and 9. Complete set uniforms 			
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Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<i>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.</i>
1.	<p>PROVISION OF SECURITY SERVICES FOR DENR REGIONAL OFFICE 8, Tacloban City</p> <p>A. Six (6) Licensed Security Guards to be assigned within 24 hours per day with 8 hours shifting of actual duty from Mondays to Sundays including Holidays.</p> <p>a. Qualifications:</p> <p>Security Guards to be posted and fielded to the PE shall possess the following qualifications:</p> <ol style="list-style-type: none"> 1. Must have at least two (2) years security related experience; 2. Of good moral character and reputation, courteous, alert; 3. No criminal or police record of violations or whatsoever; 4. Physically and mentally fit. Fully vaccinated and/or has undergone COVID-19 Health examination/tests; 5. Not less than 21 not more than 50 years of age; 6. Duly licensed and properly screened and cleared by the Philippine National Police, National Bureau of Investigation, and other government offices issuing clearances for employment; and 	

7. In possession of such other qualifications required by RA No. 5487, as amended.

B. Delivery/ Contract Period:

Twelve (12) Months from January – December 31, 2022

C. Site/Location:

DENR Regional Office 8, Sto. Niño Extension, Tacloban City 6500

D. Terms and Conditions:

1. Contract period shall expire at end of the year unless otherwise terminated or cancelled by either party, provided, however, that upon the expiration of the term and no other contract is signed or notice of cancellation is received by the agency from the Office, the contract may be renewed in the succeeding year but not to exceed a period of **one (1) year** upon a justifiable grounds or recommendations based on the evaluation of performance of the Agency;

2. Any party may terminate the Contract when services of the security guards are no longer needed for sufficient and valid reasons upon issuance of a notice of termination within thirty (30) days prior to expiration to the party concerned.

3. The Agency shall provide the security services to the DENR Regional Office 8 under the following additional terms and conditions:

a. The Agency shall faithfully and efficiently render the most effective security services by providing the Office with licensed and qualified security guards;

b. That the Security Guards of the Agency are in no case employees of the Office and as such, the Office shall not be responsible for any claim for personal injury or damage including death of the security guard or any third person where such injury or death arises out of or sustained in the course of the performance of security services;

	<p>c. The Agency shall assign the six (6) licensed Security Guards within the one (1) year contract or twelve (12) months period.</p> <p>d. The Agency shall remove, change or substitute the Security Guard/s whose performance or showing is found unsatisfactory upon prior written recommendation to the Office without any liability/ obligation whatsoever;</p> <p>e. The Security Guards shall be hired by the Agency itself and the contract shall be deemed in any way to constitute a contract of employment between the Office and the security guards hired by the Agency but merely as a contract specifying the conditions under which the Security Guards of the Agency shall render services to the Office;</p> <p>f. The Agency shall promulgate its own rules and regulations which shall form part of the operating procedures of its security guards to safeguard and protect the Office's employees, facilities and properties within its premises/ compound;</p> <p>g. The Agency shall assume responsibility for any loss or damage which the Office may suffer during the service hours of the security guards provided that it shall have been established after a complete and thorough investigation that said loss or damage was principally due to the fault of the security guard/s. However, the Agency shall not be held responsible or liable where the loss or damage is due to force majeure or fortuitous event;</p> <p>h. The Agency shall solely be liable for any claims made by the security guards assigned to the premises under Labor Code of the Philippines, Social Security Laws, PhilHealth and various Presidential Decrees on Allowance and Wage Orders and their implementing Rules and Regulations which are presently existing or which may hereafter be promulgated by governing authorities;</p> <p>i. That Agency shall provide security equipment and paraphernalia enumerated in the Technical Specifications and additional services required as maybe needed by the Office; and</p>	
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	<p>j. The Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.</p> <p>The performance criteria to be applied shall include among others, the following:</p> <ul style="list-style-type: none"> a. Quality of Service Delivered; b. Time Management; c. Management and Suitability of Personnel; d. Contract Administration and Management; e. Provision of Regular Progress Reports. <p>4. Cost Distribution shall be based on the updated DOLE Wage Order and on Revised Guidelines Governing the Employment and Working Conditions of Security Guards and Other Private Security Personnel in the Private Security Industry/ Philippine Association of Detective Protective Agency Operators (PADPAO), and, specifically on the Statutory Benefits and recommended computation of the estimated equivalent monthly rates and other provisions.</p> <p>5. All Quoted Price is subject to Government Tax.</p>	
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***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

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.

II. FINANCIAL COMPONENT ENVELOPE

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

Cost Distributions which include the following:

Daily Wage
Number of Days factor per year
Days worked per week
No. of worked Hours per day
Average pay per month (Basic Pay)
Night Shift Differential Pay
13th Month Pay
Five (5) day Service Incentive Leave;
Monthly Uniform Allowance;

I. TOTAL AMOUNT TO GUARD:

Retirement Benefits;
SSS Premium;
Phil-Health;
Pag-Ibig Fund (HDMF);
State Insurance Fund (EC);

II. TOTAL AMOUNT TO GUARD AND GOVERNMENT

Agency Fee (20%);
VAT (12%);

MINIMUM CONTRACT RATE PER MONTH
NO. OF GUARDS: **Six (6)**
MONTHLY RATE Ph
CONTRACT RATE FOR 6 Guards for 12 Months
(BID AMOUNT in Words & Figure)

REGIONAL BIDS AND AWARDS COMMITTEE
15 October 2021