

PHILIPPINE BIDDING DOCUMENTS

Provision for Security Services

Government of the Republic of the Philippines

**Sixth Edition
November 2022**

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



INVITATION TO BID



The **PILI WATER DISTRICT**, through its BIDS AND AWARDS COMMITTEE invites suppliers/manufacturers to apply for eligibility and to bid for the following project:

Name of Project	Approved Budget of the Contract (Php)	Cost of Bid Documents (Php)	Contract Duration
Provision for Security Services	Php 3,840,000.00	2,500.00	One (1) year

The Funding Source is the GOP through the Corporate Budget for 2023 approved by the board. Bids received in excess of the ABC shall be automatically rejected at bid opening. Prospective Bidders should have completed within Five (5) years from the date of submission and receipt of bids, a contract similar to the project and the contract amount should be at least fifty percent (50%) of the ABC to be bid.

Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184) as amended, otherwise known as the "Government Procurement Reform Act".

The schedule of activities is listed as follows:

SCHEDULE OF ACTIVITIES	
Pre-bid Conference	November 8, 2022 (9:00 AM) Zoom Meeting Details: Meeting ID: 330 719 2745 Passcode: bac2021 Zoom Meeting URL: https://us02web.zoom.us/j/3307192745?pwd=ZDJNUGhHRFIYaWh2LzMrRHA0ZjJuUT09  or scan the Bar Code:
Bids Opening	November 21, 2022 (1:30 PM) Zoom Meeting Details: Meeting ID: 330 719 2745 Passcode: bac2021 Zoom Meeting URL: https://us02web.zoom.us/j/3307192745?pwd=ZDJNUGhHRFIYaWh2LzMrRHA0ZjJuUT09  or scan the Bar Code:
Bid Evaluation	November 22, 2022
Post- Qualification	November 23-24, 2022
Notice of Award	November 25, 2022
Contract Signing	November 28, 2022
Notice to Proceed	November 29, 2022

Bidding Documents may be acquired by interested Bidders from Pili Water District office upon payment of a non-refundable amount stated above and can be viewed and downloaded at www.piliwaterdistrict.gov.ph

Bidding is restricted to eligible bidders as described in ITB 5.1.

Bids must be delivered on or before the above stated scheduled dates at Pili Water District office. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.1.

The PILI WATER DISTRICT reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

For further information, please contact:

(Sgd.) **ROWENA A. MONGOSO**
BAC Secretary
09190664598



INVITATION TO BID FOR PROVISION FOR SECURITY SERVICES

1. The **Pili Water District**, through the **Corporate Budget for CY 2023** intends to apply the sum of **Three Million Eight Hundred Forty Thousand Pesos (Php 3,840,000.00)** being the ABC to payments under the contract for **Provision for Security Services**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Pili Water District** now invites bids for the above Procurement Project. Delivery of the Services is required by **January 1, 2023 to December 31, 2023**. Bidders should have completed, **within the past five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **BAC Secretariat, Pili Water District, Sta. Rita Agro-Industrial Park, San Jose, Pili, Camarines Sur** and inspect the Bidding Documents at the address given below during office hours, **8:00 AM to 5:00 PM, Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 2-21, 2022** from the given address and website(s) **www.piliwaterdistrict.gov.ph** and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 2,500.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
6. The Pili Water District will hold a Pre-Bid Conference on **November 8, 2022, 9:00 AM** through video conferencing or webcasting via **Zoom Meeting (Meeting ID: 330 719 2475, Passcode: bac2021)** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through online or electronic submission as indicated below on or before **November 21, 2022, 1:00 PM**. 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 21, 2022, 1:30 PM** at the given address below and/or via **Zoom Meeting (Meeting ID: 330 719 2475, Passcode: bac2021)** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. All bids must be submitted in PDF format and must be password-protected. Bidders may email their file/bid documents ahead of the deadline of submission of bids. Password shall be given during the bid opening.
11. The Pili Water District 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.
12. For further information, please refer to:

ROWENA A. MONGOSO

BAC Secretary

Pili Water District

Sta. Rita Agro-Industrial Park

San Jose, Pili, Camarines Sur

09190664598

13. You may visit our official webpage:

For downloading of Bidding Documents: **www.piliwaterdistrict.gov.ph**

For online bid submission: **piliwd@yahoo.com**

November 2, 2022

VON P. BACARES

BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Pili Water District wishes to receive Bids for the **Provision for Security Services**, with identification number **22-10-244**.

The Procurement Project (referred to herein as “Project”) is composed provision for security services, 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 2023 in the amount of **Three Million Eight Hundred Forty Thousand Pesos (Php 3,840,000.00)**.

2.2. The source of funding is:

- a. GOCC, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

6. Origin of Goods

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

7. Subcontracts

- 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 the specified date and time and either at its physical address **Pili Water District, San Jose, Pili, Camarines Sur** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **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 e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 after bid opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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: <ul style="list-style-type: none"> a. contracts for the provision for security services. b. completed within the last five years prior to the deadline for the submission and receipt of bids. 		
7.1	Subcontracting is not allowed.		
12	The price of the Services shall be quoted DDP Pili Water District, Sta. Rita Agro-Industrial Park, San Jose, Pili, Camarines Sur.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than P 76,800.00 [(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 P 192,000.00 [(5%) of ABC] if bid security is in Surety Bond. 		
19.3	Offices/ Pumping Station	No. of Guards	Hours of Duty
	PIWAD Main Office Sta. Rita Agro-Industrial Park, San Jose, Pili, Camarines Sur	(a) 2 Guards Day Duty (6am – 6pm) (b) 2 Guards Night Duty (6pm – 6am)	12 hours
	BSP PUMPING STATION Cadlan, Pili, Camarines Sur.	1 Guard	10 hours Night Duty (7pm – 5am)
	SAN JOSE PUMPING STATION Modern Village, San Jose, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
	ST. PAUL PUMPING STATION St. Paul Subdivision, Palestina, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
	LA PURISIMA I PUMPING STATION La Purisima, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
	LA PURISIMA II PUMPING STATION La Purisima, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
	DEL ROSARIO PUMPING STATION AFP Housing, Del Rosario, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)

	CAROYROYAN PUMPING STATION Caroyroyan, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
	CENTRAL PARK PUMPING STATION Cadlan, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
20.1	Performance evaluation of security services personnel for the last two (2) rating periods.		
21.1	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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>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 Pili Water District, Sta. Rita Agro-Industrial Park, San Jose, Pili, Camarines Sur. 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 VON P. BACARES, Acting Department Manager-AGSD.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services (whichever applies), including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, 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 e. training of the Procuring Entity’s personnel, on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. warranty and after-sales services. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three times the warranty period.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>

	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment shall be on a monthly basis for four (4) months subject to a submission of billing statement and other supporting documents by the Service Provider. Services shall be billed based on the actual services received by PIWAD.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>Spot inspection on the performance of the Security Services Personnel at any time during the contract period.</p>

Section VI. Schedule of Requirements

Offices/ Pumping Station	No. of Guards	Hours of Duty
PIWAD Main Office Sta. Rita Agro-Industrial Park, San Jose, Pili, Camarines Sur	(a) 2 Guards Day Duty (6am – 6pm) (b) 2 Guards Night Duty (6pm – 6am)	12 hours
BSP PUMPING STATION Cadlan, Pili, Camarines Sur.	1 Guard	10 hours Night Duty (7pm – 5am)
SAN JOSE PUMPING STATION Modern Village, San Jose, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
ST. PAUL PUMPING STATION St. Paul Subdivision, Palestina, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
LA PURISIMA I PUMPING STATION La Purisima, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
LA PURISIMA II PUMPING STATION La Purisima, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
DEL ROSARIO PUMPING STATION AFP Housing, Del Rosario, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
CAROYROYAN PUMPING STATION Caroyroyan, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
CENTRAL PARK PUMPING STATION Cadlan, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)

Section VII. Technical Specifications

Technical Specifications

TERMS OF REFERENCE (TOR) PUBLIC BIDDING FOR THE PROVISION FOR SECURITY SERVICES FOR PILI WATER DISTRICT

I. APPROVED BUDGET FOR THE CONTRACT

The Pili Water District (PIWAD) shall offer public bidding to all prospective bidders for the procurement of Security Services with an Approved Budget for the Contract (ABC) amounting to **Three Million Eight Hundred Forty Thousand Pesos Only** (Php 3,840,000.00) inclusive of all applicable taxes and fees chargeable against the Maintenance and other Operating Expenses.

II. SCOPE OF WORK

The prospective bidders shall bid and provide security services for PILI WATER DISTRICT with details as follows:

2.1 To provide, maintain and deploy sufficient number of efficient, well-trained, experienced and trustworthy personnel for security services, daily, including Saturdays, Sundays, legal and special holidays under the herein schedule of deployments and work shift, to wit:

Offices/ Pumping Station	No. of Guards	Hours of Duty
PIWAD Main Office Sta. Rita Agro-Industrial Park, San Jose, Pili, Camarines Sur	(a) 2 Guards Day Duty (6am – 6pm) (b) 2 Guards Night Duty (6pm –6am)	12 hours
BSP PUMPING STATION Cadlan, Pili, Camarines Sur.	1 Guard	10 hours Night Duty (7pm – 5am)
SAN JOSE PUMPING STATION Modern Village, San Jose, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
ST. PAUL PUMPING STATION St. Paul Subdivision, Palestina, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
LA PURISIMA I PUMPING STATION La Purisima, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
LA PURISIMA II PUMPING STATION La Purisima, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)

DEL ROSARIO PUMPING STATION AFP Housing, Del Rosario, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
CAROYROYAN PUMPING STATION Caroyroyan, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)
CENTRAL PARK PUMPING STATION Cadlan, Pili, Camarines Sur	1 Guard	10 hours Night Duty (7pm – 5am)

However, future adjustments regarding time scheduling shall be reserved in favor of the PIWAD in consonance with whatever alterations the latter may find necessary. The number of security guards may be subsequently increased or decreased as may be determined by the PIWAD depending upon circumstances.

2.2 To perform the following:

1. To guard and protect PIWAD properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person as well as maintain peace and order within PIWAD premises.
2. Protect PIWAD officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts and to enforce and implement security and safety rules and regulations within PIWAD premises.
3. Conduct inspection of all bags and baggage carried by people coming in and out of the PIWAD premises.
4. Conduct random physical inspection of people coming in and out of the premises, as warranted.

2.3 The winning bidder shall provide PIWAD with specified number of qualified, competent, uniformed and armed guards who possess the following qualifications:

- a. Must be Filipino citizen;
- b. Must be physically and mentally fit and not less than 21 or more than 55 years of age and at least five (5) feet and five (5) inches in height;
- c. Of good moral character, courteous, alert and without pending criminal case filed in court or any police record involving criminal acts;

- d. Must have passed a Neuro-psychiatric examination and standard drug test conducted by any authorized/ accredited agency/ entity at least six months prior to assumption of duty;
- e. Must be a holder of Certificate of Training for Security Guards.

III. DURATION OF SERVICES

The services subject of the procurement shall be for a period of one (1) year starting CY 2023.

IV. CONDITIONS OF THE CONTRACT

4.1 The contract for security services shall have provisions for general conditions specified in Section IV of the BID Documents, and special conditions specified in Section V of the Bid Documents.

4.2 That if the exigency of the service so requires, PIWAD shall have the right to require additional security guards compensable in accordance with the provisions of the Labor Code.

The winning bidder shall comply with the provisions of the Labor Code particularly Chapter III Article 103 which states that wages shall be paid at least once every two (2) weeks or twice a month at intervals not exceeding sixteen (16) days. Within ten (10) working days upon demand, the service provider/contractor shall submit copies of monthly remittance of contributions to SSS, Pag-ibig Fund and PhilHealth in summary form indicating the respective name of security guards and employees assigned to the aforementioned establishment with the corresponding amount duly remitted as a pre-requisite for the release of payment for services rendered by the service provider/contractor to the PIWAD.

4.3 The service provider/contractor must submit, in addition to the bidding documents and in a separate envelope at least three (3) client satisfaction rating from a government agency or a private corporation with whom the bidder has a past or on-going contract.

4.4 PIWAD shall have the sole option to cancel/terminate the contract at any time for violation of any of the terms and conditions thereof and/or, if in its judgment, the service it has rendered is substandard and/or unsatisfactory.

4.5 PIWAD shall conduct a semestral evaluation on the performance of the service provider/contractor using its ISO Aligned Quality Management System Form No. 17 Supplier's Evaluation to determine compliance of all

provisions stated in this agreement and to ensure that PIWAD is accorded the best quality in security services.

Performance Criteria shall include among others: (i) quality of service delivered; (ii) time management (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports.

The service provider will be notified in writing of the result of its performance evaluation and that in case of “below satisfactory performance rating, it will be given three (3) months to improve its performance and its failure to address the problems mentioned in the performance evaluation within the three (3) months period will be ground for pre-termination of the contract.

V. PRE-BID CONFERENCE

A Pre-Bid Conference shall be conducted on **November 8, 2022 at 9:00 am** to clarify and address the Bidder’s questions on the requirements, terms and conditions and specifications stipulated in the Bidding Documents.

Bidders are encouraged to attend the Pre-Bid Conference but their non-attendance shall in no way prejudice their Bid. The Bidders, however are expected to know the changes and/or amendments to the Bidding Documents discussed during the Pre-Bid Conference.

VI. BID SECURITY

The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the BDS, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a)Cash, cashier’s check, manager’s check issued by a Universal or Commercial Bank	Two percent (2%)
(b)Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c)Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

VII. LANGUAGE OF BID

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the PIWAD, shall be written in English.

VIII. ELIGIBILITY CHECK

Prior to Bid Opening the Bidder must first pass an eligibility check. Only after a Bidder has satisfactorily passed this eligibility check will its Bid be included in the Bid Opening.

A Bidder shall include its eligibility documents in a separate envelope marked "Eligibility Documents" and shall be submitted together with the Technical and Financial Bid envelope on or before the deadline specified in the PBDs.

IX. ELIGIBILITY DOCUMENTS

For purposes of determining the eligibility of bidders using the criteria stated in Section 23.5 of the Revised IRR of RA 9184, only the following documents shall be required by the BAC using the forms prescribed in the Bidding documents:

9.1 Class "A" Documents

9.1.1 Legal Documents

- (a) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents.
- (b) Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located.

In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed

permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of Revised IRR of RA 9184.

- (c) Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

9.1.2 Technical Documents

- (a) Statement of the prospective Bidder of all its ongoing and completed government and private contracts, where applicable, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the period for the last five (5) years. The statement shall include all information required in the PBDs prescribed by the GPPB:
 - 1. Name of the contract;
 - 2. Date of the contract;
 - 3. Kinds of goods;
 - 4. Amount of contract and value of outstanding contracts;
 - 5. Date of delivery; and
 - 6. End user's acceptance or official receipt(s) issued for the contract, if completed.
- (b) 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 this IRR, within the relevant period as provided in the Bidding Documents.

9.1.3 Financial Documents

- (a) The prospective Bidder's audited financial statements, showing among others, the prospective bidder'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.
- (b) The prospective bidder's computation of its Net Financial Contracting Capacity (NFCC).

The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

Where: K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

9.2 Class "B" documents

Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, a duly notarized statement 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 shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance.

Other Requirements:

A. Stability of Security Agency

1. License to Operate Security Agency from Security Agencies & Guards Supervision Division (SAGSD) Camp Crame
2. Certificate of Accreditation from PADPAO
3. Three (3) Performance Assessment Certificate from Clients for the past years
4. Organizational Set-up

B. Resources:

1. List of Firearms owned and its Licenses
2. List of Communication Devices owned
3. Number of Licensed Guards

C. Security Guards to be detailed at PIWAD:

1. Completeness of Security Guards uniform
2. Provision of security equipment and other paraphernalia intended for security purposes.

3. Security Guards to be posted are of good moral character, physically and mentally fit.

X. BIDDING DOCUMENTS

A complete set of Bidding Documents containing other information and instructions to bidders can be purchased by interested bidders at PILI WATER DISTRICT Sta. Rita Agro-Industrial Park, San Jose, Pili, Camarines Sur and upon payment of a non-refundable fee in the amount of Two Thousand Five Hundred Pesos (Php 2,500.00).

The Bidding Documents may also be downloaded at the Pili water District website ([www.http://piliwaterdistrict.gov.ph](http://piliwaterdistrict.gov.ph)) provided that the bidders shall pay the fee for the bidding documents upon submission of their bids at PIWAD.

***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.

Other Requirements:

A. Stability of Security Agency

1. License to Operate Security Agency from Security Agencies & Guards Supervision Division (SAGSD) Camp Crame
2. Certificate of Accreditation from PADPAO

3. Three (3) Performance Assessment Certificate from Clients for the past years

4. Organizational Set-up

B. Resources:

1. List of Firearms owned and its Licenses

2. List of Communication Devices owned

3. Number of Licensed Guards

C. Security Guards to be detailed at PIWAD:

1. Certificate of Completeness of Security Guard's uniform

2. Certificate of provision of security equipment and other paraphernalia intended for security purposes.

Financial Documents

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

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

or

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

Class "B" Documents

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

or

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

II. FINANCIAL COMPONENT ENVELOPE

(m) Original of duly signed and accomplished Financial Bid Form; **and**

(n) Original of duly signed and accomplished Price Schedule(s).

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

(o) [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.

(p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

