



Government of the Republic of the Philippines

DAVAO DEL SUR STATE COLLEGE

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF GOODS AND SERVICES

For the

**SECURITY SERVICES FROM
JANUARY 1 TO DECEMBER 31 2023**

**Sixth Edition
July 2020**



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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. (GPPBCircular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.



Section I. Invitation to Bid



INVITATION TO BID FOR THE SECURITY SERVICES FROM JANUARY 1 TO DECEMBER 31 2023

1. The **Davao del Sur State College**, through the **Fund 164** intends to apply the sum of **Two Million Eight Hundred Thousand Pesos (Php 2,800,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **DSSC PSU 2022-11-019**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Davao del Sur State College** now invites bids for the “**Security Services from January 1 to December 31 2023**”. Delivery of the Goods and Services is required **within one year from receipt of NTP**. Bidders should have completed, within **three (3) 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) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Interested bidders may obtain further information from **Davao del Sur State College** and inspect the Bidding Documents at the address given below from **08:00 A.M to 05:00 P.M (Monday to Friday)** except holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 25 to December 20, 2022** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php 5,000.00)**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids in any of the following payments options:

- Over-the-counter payment at DSSC-Cashier’s office, Brgy. Matti, Digos City, Davao del Sur;



- Over-the-counter deposit at Land Bank of the Philippines (LBP) Account No. – 0332-1103-65.

Prior to payment, bidders are advised to coordinate first with the BAC Chairperson, **Engr. Eduardo F. Aquino**, through mobile phone at (+63)998-885-2309 (Smart) for the issuance of the “Payment Order” and instructions.

6. The **Davao del Sur State College** will hold a Pre-Bid Conference on **December 06, 2022 (03:00 P.M.)** at **Davao del Sur State College, Brgy. Matti, Digos City, Davao del Sur**, which shall be open only to all interested parties who have purchased the Bidding Documents but limited to one (1) physically present representative per bidder only. The Pre-bid Conference is likewise accessible online via Zoom.
7. Bids must be delivered to the address below on or before **December 20, 2022 (01:00 P.M.)**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14.1**.

Bid opening shall be on **December 20, 2022 (01:00 P.M.)** at **Davao del Sur State College, Brgy. Matti, Digos City, Davao del Sur**, which shall be accessible also online via Zoom.

Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below. **Only one (1) representative of the Bidder shall be allowed to physically attend in the opening of bids.** Late bids shall not be accepted.

8. The **Davao del Sur State College** 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

EDUARDO F. AQUINO, MS.
Chairperson, Bids and Awards Committee
Brgy. Matti, Digos City, Davao del Sur
Mobile No. (+63)998-885-2309
E-mail Address: psu@dssc.edu.ph


EDUARDO F. AQUINO, MS
Chairperson, Bids and Awards Committee



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Davao del Sur State College** wishes to receive Bids for the “**Security Services from January 1 to December 31 2023**”, with identification number **DSSC PSU 2022-11-019**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of **One (1) lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2022** the amount of **Two Million Eight Hundred Thousand Pesos (Php 2,800,000.00)**.

2.2. The source of funding is:

a. Corporate Operating Budget (Fund 164)

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 or Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

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 Davao del Sur State College, Brgy. Matti, Digos City, Davao del 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 **three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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 Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of BidSecurity 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 calendar days** from opening of bids. 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

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

- 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.
 - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- 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 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: <ul style="list-style-type: none"> a. Security Services from January 1 to December 31 2023 b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Sub-contracting is not allowed.
12	The price of the Goods shall be quoted DDP <i>Davao del Sur State College</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: <ul style="list-style-type: none"> a. The amount of not less than Fifty-six Thousand Pesos (Php 56,000.00) (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 One Hundred Forty Thousand Pesos (Php 140,000.00) (5% of ABC) if bid security is in Surety Bond.
19.3	The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.2	Latest Income Tax Return
21.2	No additional requirement.

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 Davao del Sur State College, Brgy. Matti, Digos 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 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 Miss Charmie Marie P. Dela Cruz, GSO Head.</p> <p>Incidental Services –</p> <p>The Agency is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. The Agency shall continually and satisfactorily render and provide the Procuring Entity with Nine (9) Guards (8 male and 1 female) who will render security duty on the schedule specified in Section VI. Schedule of Requirements. <ol style="list-style-type: none"> A.1 Area of Assignment: <ul style="list-style-type: none"> Matti Campus - 7 Guards (6 Male & 1 Female) Kapoc Campus - 2 Male Guards b. Within the entire duration of the Contract, the Agency shall assign, designate, and maintain at all times sufficient number of security guards and implements to ensure the continuous and uninterrupted operations of the Procuring Entity with sufficient training in security, protection and safety procedures, courtesy and respect, properly oriented on gender rules and basic of VAWC Law, punctuality and efficiency in order to ensure quality services. c. The Agency shall ensure that the persons assigned to the Procuring Entity are qualified, possessing the necessary skills, experience, knowledge and

appropriate moral and ethical integrity to perform satisfactorily the security services. If found wanting, the Procuring Entity may ask for replacement from the Agency anytime within the duration of the contract.

- d. The Agency shall ensure that the persons assigned to the Procuring Entity are qualified, possessing the necessary skills, experience, knowledge and appropriate moral and ethical integrity to perform satisfactorily the security services. If found wanting, the Procuring Entity may ask for replacement from the Agency anytime within the duration of the contract.
- e. It shall be understood that the **AGENCY** shall have full and complete control and supervision as the employer of its personnel guard assigned to the **CLIENT**. The personnel guard assigned by the **AGENCY** to do the security services to the **CLIENT** shall observe the requisite work standards and discipline of the job. The **AGENCY** will provide at its exclusive expense and account all the equipment, tools, machineries, instruments, appurtenances, supplies and supervision needed, necessary, or required for the performance and completion of the security services. For purposes of monitoring and identification, the **AGENCY** agrees to provide, at its own expense, uniforms and identification cards to be worn at all times by its personnel or employees who are rendering the security services.
- f. The **AGENCY** recognizes the position of trust and confidence reposed upon it by the **CLIENT** and agrees to perform its obligations hereunder in the most efficient and competent manner, to use its skill and good judgment, to always act in good faith, and to carry on the execution of the security services in the most expeditious and economical manner consistent with the interest of the **CLIENT**.
- g. The **AGENCY** shall supervise, control, and maintain efficient and effective discipline over any personnel guard or person engaged by under this Agreement. The **AGENCY** guarantees and assures the **CLIENT** that all personnel guard or persons engaged by **AGENCY** to perform the security services shall comply and abide all security rules and regulations of the **CLIENT** while within the school premises. The **CLIENT** or any of its authorized representatives shall report to the **AGENCY** any untoward act, wrongdoing, negligence, misconduct, or malfeasance of the personnel guard or person assigned to perform the security services and the former shall institute immediate measures and action.
- h. The terms and conditions of employment of **AGENCY's** employees who are assigned to render the security services are the exclusive concerns of the **AGENCY**. The **AGENCY** as the employer of the personnel assigned to the **CLIENT** shall ensure that all their salaries and benefits are paid and given and that all labor standards and related laws are complied with. The **CLIENT** will require the **AGENCY** copies of employment contract by and between its assigned security personnel covered by this contract including copies of their monthly payroll.
- i. The **AGENCY** shall only issue licensed handgun and will never issue high power weapons to all its assigned security guard or person in the **CLIENT'S** premises. The **AGENCY** assigned guard shall always inform the **CLIENT**

	<p>assigned security and safety monitoring personnel on any crime incidents within the school premises and if necessary be the responsible person to ensure police blotter.</p> <p>j. The AGENCY shall assume damages for loss of property, injuries due to security negligence and non-performance of required security obligations. The AGENCY shall ensure that their legal authority as private Security Agency granted by the PNP be deemed always valid.</p> <p>k. The AGENCY shall assign one lead guard to act as liaison between the AGENCY and the CLIENT.</p>
	<p>Term -</p> <p>1. This Contract shall take effect from January 1, 2023 and will be terminated ending December 31, 2023 unless terminated or cancelled for lawful cause by either party upon thirty days written notice. This Contract shall strictly be between the CLIENT and the AGENCY.</p> <p>2. However, the CLIENT may pre-terminate this Agreement on any of the following grounds:</p> <p>2.1 Any grave untoward act, misconduct, malfeasance, nonfeasance or negligence of AGENCY's employee guard committed in the CLIENT'S premises or its personnel, students, and clients;</p> <p>2.2 Unsatisfactory performance of the security services;</p> <p>2.3 Failure on the part of AGENCY to meet the required work for four (4) consecutive weeks;</p> <p>2.4 Commission of acts by AGENCY and/or its employees, endangering the interest and security of the CLIENT;</p> <p>2.5 Such other causes as may be allowed by law.</p> <p>3 Violation of any provision of this Agreement is a ground for termination provided a written notice is served thirty (30) days prior to intended date of termination.</p>
	<p>Consideration -</p> <p>1. As consideration for the complete and satisfactory performance by AGENCY of the security services and its obligations in accordance with the agreement to the satisfaction of the CLIENT, the CLIENT shall pay the AGENCY based on the schedule but, in no case shall not exceed the amount stated in Article 1.1 of this Contract.</p> <p>2 All billings to the CLIENT must be submitted by the AGENCY every 15th and 30th day of each month and shall be accompanied by documents outlining actual work performed.</p> <p>CONFIDENTIALITY</p> <p>1 The AGENCY, its agents, assign, and employees shall treat as confidential and properly safeguard, during and after the termination of this Agreement any and all information, documents, papers, programs, plans, ideas, trade secrets, and other information which may affect the interest of CLIENT or any of its services which</p>

	<p>AGENCY, its agents, assigns, employees or persons engaged by it, may have acquired intentionally by whatever means or which may have been disclosed to them by company in the course of the performance of this Agreement.</p>
	<p>WARRANTIES AND UNDERTAKINGS</p> <p>1 The AGENCY affirms and confirms that it is an independent entity and that no employer-employee relationship exists between the CLIENT, or established any form of partnership.</p> <p>2 Any personnel or person deployed by the AGENCY covered by this Contract shall in no way become an employee of the CLIENT.</p> <p>3 The AGENCY warrants and undertakes:</p> <p style="padding-left: 40px;">3.1 It has enrolled in the Registry of Agencies and Sub-agencies of the Regional Office of the Department of Labor and Employment XI.</p> <p style="padding-left: 40px;">3.2 It has secured all necessary licenses for it to engage private security contract.</p> <p>4 The AGENCY warrants that the CLIENT shall be rendered free from any liability and obligations on any concealed activity of its assigned employee guard.</p> <p>5 Any disputes that may arise from this Contract shall be resolved first through Alternative Dispute Resolution Act of 2004, and, in the event it goes to court, it must be filed in Digos City.</p> <p>6 The AGENCY shall assume the cost of the notarization of this Contract.</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 /Lot #	Item Description	Qty.	Total	Delivered, Weeks/Months
1	Security Services from January 1 to December 31 2023	LOT	Php 2,800,000.00	5 days from receipt of NTP
	<p>The security agency shall be responsible in providing security services to the DSSC establishment located in the Digos City from January 1 to December 31, 2023, seven (7) days a week, 24 hours a day.</p> <p>The agency shall provide a total (9) security guards (8 Male & 1 Female).</p> <p>Work Assignment: Matti Campus - 7 Guards (6 Male & 1 Female)</p> <p>Details of Schedule: 7:00 AM to 3:00 PM - 2 Male & 1 Female 3:00 PM to 11:00 PM - 2 Male 11:00 PM to 7:00 AM - 2 Male</p> <p>Kapoc Campus - 2 Male Guards</p> <p>Details of Schedule: 7:00 AM to 7:00 PM - 1 Guard 7:00 PM to 7:00 AM - 1 Guard</p>			

Section VII. Technical Specifications

Technical Specifications

SECURITY SERVICES FROM JANUARY 1 TO DECEMBER 31 2023		<p style="text-align: center;">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. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>	
Technical Specifications	Qty	ABC	
Security Services from January 1 to December 31 2023	1 Lot	Php 2,800,000.00	
<p>The security agency shall be responsible in providing security services to the DSSC establishment located in Matti Campus & Kapoc Extension Campus from January 1 to December 31, 2023, seven (7) days a week, 24 hours a day.</p> <p>Minimum Requirements: A. 9 Security Guards (8 Male & 1 Female) B. Tools & Equipment: * 2 units licensed short fire arms w/ sufficient Ammunition * 1 unit licensed long fire arm w/ sufficient ammunition for Kapoc Campus (preferably shot gun) * 3 units Metal Detectors * 3 units Heavy Duty Tactical Flashlight * 4 units 2-way Radio * 3 units Under Vehicle Inspection Mirror * 9 pcs Security Guard Baton * 1 pc Megaphone * 9 pcs Whistle</p>			

<ul style="list-style-type: none">* 3 pcs Hand cuff* 3 pcs Umbrellas* 9 pairs Rubber Boots* 9 pcs Rain Coats* 9 sets First Aid Kit			
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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

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

Additional Technical Documents:

1. Stability, which includes:
 - a) Years of experience;
 - b) Liquidity of the Contractor
 - c) Organizational Set-up

2. Resources, which include:
 - a) No. of Licensed Firearms
 - b) No. and Kind of Communication Devices
 - c) No. and Kind of Motor Powered Vehicles
 - d) No. of Licensed Guards

3. Security Plan

Other Factors, which include:

- a) Recruitment and Selection Criteria
- b) Completeness of Uniforms and Other Paraphernalia

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
- or**
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
- or**
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

Republic of the Philippines



Government Procurement Policy Board

