



**PHILIPPINE BIDDING DOCUMENTS**  
**Department of Trade and Industry**  
**Region IV-A**

**Security Services for DTI IV-A**  
**Regional and Provincial Offices for CY 2021**  
**(1 Lot – Short of Award)**

**BIDDING NUMBER: 7342234**

**December 10, 2020**

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>1</b>
<b>Section I. Invitation to Bid.....</b>	<b>4</b>
<b>Section II. Instructions to Bidders.....</b>	<b>7</b>
1. Scope of Bid.....	08
2. Funding Information .....	08
3. Bidding Requirements .....	08
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	08
5. Eligible Bidders .....	09
6. Origin of Goods .....	09
7. Subcontracts.....	09
8. Pre-Bid Conference.....	10
9. Clarification and Amendment of Bidding Documents .....	10
10. Documents comprising the Bid: Eligibility and Technical Components.....	10
11. Documents comprising the Bid: Financial Component .....	10
12. Bid Prices .....	11
13. Bid and Payment Currencies.....	11
14. Bid Security .....	12
15. Sealing and Marking of Bids .....	12
16. Deadline for Submission of Bids .....	12
17. Opening and Preliminary Examination of Bids .....	12
18. Domestic Preference .....	12
19. Detailed Evaluation and Comparison of Bids.....	13
20. Post-Qualification .....	13
21. Signing of the Contract .....	13
<b>Section III. Bid Data Sheet .....</b>	<b>14</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>17</b>
1. Scope of Contract.....	18
2. Advance Payment and Terms of Payment .....	18
3. Performance Security.....	18
4. Inspection and Tests.....	18
5. Warranty .....	19
6. Liability of the Supplier .....	19
<b>Section V. Special Conditions of Contract .....</b>	<b>21</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>23</b>
<b>Section VII. Technical Specifications .....</b>	<b>38</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>47</b>

# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

## INVITATION TO BID FOR Security Services for DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award)

1. The *Department of Trade and Industry Region IV-A*, through the *National Expenditure Program for 2021* intends to apply the sum of *One Million Nine Hundred Twelve Thousand Pesos (Php 1,912,000.00)* being the ABC to payments under the contract for *Security Services for DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award) (Bidding No.: 7342234)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
  
2. The *Department of Trade and Industry Region IV-A* now invites bids for the above Procurement Project. The delivery of security services is required for the period of one (1) year from January to December 2021. 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) No. 9184.  
  
Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
  
4. Prospective Bidders may obtain further information from *Department of Trade and Industry Region IV-A* and inspect the Bidding Documents at the address given below during **Monday to Friday except holidays, 8:00 AM to 5:00 PM**.
  
5. A complete set of Bidding Documents may be acquired by interested Bidders on **December 10, 2020** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Nine Hundred Twelve Pesos (Php 1,912.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the hard copy or electronic copy of the official receipt.
  
6. The *Department of Trade and Industry Region IV-A* will hold a Pre-Bid Conference on **December 17, 2020, 1:00 PM** through video conferencing via Zoom, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before ***December 29, 2020, 9:00 AM***. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on ***December 29, 2020, 9:30 AM*** at the given address below and via Zoom video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Department of Trade and Industry Region IV-A*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Josephine G. Lusitro  
Head Secretariat  
Bids and Awards Committee  
Department of Trade and Industry Region IV-A  
3/F Marcelita Building, National Highway,  
Brgy. Real, Calamba City, Laguna 4027  
Tel. No.: (049)545-7571  
Email: JosephineLusitro@dti.gov.ph cc: HarvinBobPuno@dti.gov.ph  
Website: www.dti.gov.ph

12. You may visit the following websites:

View posting: PhilGEPS website (<http://notices.ps-philgeps.gov.ph/main/>)

December 10, 2020

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**MARISSA C. ARGENTE**  
Assistant Regional Director & BAC Chairperson  
DTI Region IV-A – Bids and Awards Committee



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

## **1. Scope of Bid**

The Procuring Entity, *Department of Trade and Industry Region IV-A* wishes to receive Bids for the *Security Services of DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award)*, with identification number *2020-12-05*.

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *2021* in the amount of *One Million Nine Hundred Twelve Pesos (Php 1,912,000.00)*.

2.2. The source of funding is:

NGA, the General Appropriations Act of 2021.

## **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 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:

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:

**Subcontracting is not allowed.**

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **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 and/or through video conferencing 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 e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

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

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

**Philippine Pesos.**

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *April 28, 2021 (120 calendar days upon 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**

- 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 maybe. 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:

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

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"> <li>a. Security services.</li> <li>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>		
7.1	Subcontracting is not allowed.		
12	The price of the Goods shall be quoted DDP Laguna 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"> <li>a. The amount of not less than <b><i>Thirty-Eight Thousand Two Hundred Forty Pesos (Php 38,240.00)</i></b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><i>Ninety-Five Thousand Six Hundred Pesos (Php 95,600.00)</i></b> if bid security is in Surety Bond.</li> </ul>		
19.3	Security Services for DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award).		
	<b>Place of Assignment</b>	<b>No. of Security Guards</b>	<b>Schedule</b>
1.	<b>DTI IV-A Regional Office</b> 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna	2	7:00AM – 7:00PM 12 hours 5 days in a week
2.	<b>DTI Cavite Provincial Office</b> 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite	1	7:00AM – 7:00PM 12 hours 5 days in a week
3.	<b>DTI Laguna Provincial Office</b> Varimco Building, Brgy. Banca-Banca, Victoria, Laguna	1	7:00AM – 7:00PM 12 hours 5 days in a week
4.	<b>DTI Batangas Provincial Office</b> NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas	1	7:00PM – 7:00AM 12 hours 7 days in a week
5.	<b>DTI Rizal Provincial Office</b> 2/F Altica Arcade, 83 Circumferential Road, Brgy. San Jose, Antipolo City, Rizal	1	7:00AM – 7:00PM 12 hours 6 days in a week
6.	<b>DTI Quezon Provincial Office</b> 2/F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon	1	7:00AM – 7:00PM 12 hours 5 days in a week

	<b>DTI Office</b>	<b>Amount</b>
	1. DTI IV-A Regional Office	Php 512,000.00
	2. DTI Cavite Provincial Office	Php 256,000.00
	3. DTI Laguna Provincial Office	Php 217,000.00
	4. DTI Batangas Provincial Office	Php 372,000.00
	5. DTI Rizal Provincial Office	Php 299,000.00
	6. DTI Quezon Provincial Office	Php 256,000.00
	<b>Total</b>	<b>Php 1,912,000.00</b>
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder must present the original copies of the following:</p> <ol style="list-style-type: none"> <li>1. Certificate of PhilGEPS Registration (Platinum Membership)</li> <li>2. Certificate of Business Name or SEC Registration</li> <li>3. Valid Business Permit</li> <li>4. Tax Clearance</li> <li>5. Latest income and business tax returns stamped and received by the BIR</li> <li>6. Original Government-issued ID of Authorized Representative/s and signatories</li> </ol>	
21.2	Not applicable.	

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></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 security services shall be provided in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representatives are the following personnel:</p> <p style="padding-left: 40px;"><b>Josephine G. Luistro</b> Chief Administrative Officer DTI IV-A Regional Office Email: JosephineLuistro@dti.gov.ph</p> <p style="padding-left: 40px;"><b>Harvin Bob. Puno</b> Administrative Officer III DTI IV-A Regional Office Email: HarvinBobPuno@dti.gov.ph</p> <p style="padding-left: 40px;"><b>Arner P. Olayres</b> Administrative Officer II DTI Cavite Provincial Office Email: ArnerOlayres@dti.gov.ph</p> <p style="padding-left: 40px;"><b>Klyde Joy B. Bruno</b> Administrative Officer II DTI Laguna Provincial Office Email: KlydeJoyBruno@dti.gov.ph</p> <p style="padding-left: 40px;"><b>Myrick Lois A. Real</b> Administrative Officer II DTI Batangas Provincial Office Email: MyrickLoisReal@dti.gov.ph</p> <p style="padding-left: 40px;"><b>Rona Joy D. San Jose</b> Administrative Officer II DTI Rizal Provincial Office Email: RonaJoySanJose@dti.gov.ph</p>

	<p><b>Leizel A. Luneta</b> Administrative Officer II DTI Quezon Provincial Office Email: LeizelLuneta@dti.gov.ph</p>
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## ***Section VI. Schedule of Requirements***

## *Schedule of Requirements*

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	<b>Security Services for DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award)</b>			one-year contract for the period January – December 2021
1	<b>DTI IV-A Regional Office</b> 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna	2	2	7:00AM – 7:00PM 12 hours 5 days in a week
2	<b>DTI Cavite Provincial Office</b> 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite	1	1	7:00AM – 7:00PM 12 hours 5 days in a week
3	<b>DTI Laguna Provincial Office</b> Varimco Building, Brgy. Banca-Banca, Victoria, Laguna	1	1	7:00AM – 7:00PM 12 hours 5 days in a week
4	<b>DTI Batangas Provincial Office</b> NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas	1	1	7:00PM – 7:00AM 12 hours 7 days in a week
5	<b>DTI Rizal Provincial Office</b> 2/F Altica Arcade, 83 Circumferential Road, Brgy. San Jose, Antipolo City, Rizal	1	1	7:00AM – 7:00PM 12 hours 6 days in a week
6	<b>DTI Quezon Provincial Office</b> 2/F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon	1	1	7:00AM – 7:00PM 12 hours 5 days in a week
	<b>I. Scope and Coverage</b>  The engagement shall be for the provision of continuous security measures by seven (7) security guards who shall be assigned in respective DTI Offices in			

	<p>CALABARZON Region.</p> <p>The security services are needed for the protection and securing of properties of the DTI Region IV-A from theft, robbery, arson, destruction or damage as well as protecting its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through enforcement and implementation of plans, policies, rules and regulations relative to security and safety.</p>			
	<p><b>II. Duration of Agreement</b></p> <p>The Service Agreement shall be for a period of one (1) year. The agreement shall be effective on January 1 – December 31, 2021.</p>			
	<p><b>III. Approved Budget for the Contract (ABC)</b></p> <p>The ABC is One Million Nine Hundred Twelve Thousand Pesos (Php 1,912,000.00), inclusive of all applicable taxes and service charges. The bid amount of interested bidders must not exceed the ABC of the respective DTI Offices.</p> <ol style="list-style-type: none"> <li>1. DTI IV-A Regional Office – Php 512,000.00</li> <li>2. DTI Cavite Provincial Office – Php 256,000.00</li> <li>3. DTI Laguna Provincial Office – Php 217,000.00</li> <li>4. DTI Batangas Provincial Office – Php 372,000.00</li> <li>5. DTI Rizal Provincial Office – Php 299,000.00</li> <li>6. DTI Quezon Provincial Office – Php 256,000.00</li> </ol>			

	<p><b>IV. Other Documentary Requirements</b></p> <ol style="list-style-type: none"> <li>1. Certificate of Membership issued by the Philippine Association of Detective and Protective Agency Operations, Inc. (PADPAO) or other associations recognized by the PNP-CSG-SOSIA, and License to Operate issued by the latter;</li> <li>2. Certificate of pending or no pending labor standards violation case/s issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE)</li> <li>3. Certificate of Registration from Social Security System (SSS)</li> <li>4. Certificate of Registration from Pag-IBIG</li> <li>5. Certificate of Registration from PhilHealth</li> </ol>			
	<p><b>V. Duties and Responsibilities of the Service Provider</b></p> <p>The Service Provider shall discharge their duties and responsibilities as prescribed under pertinent rules and regulations embodied in various DTI Office Circulars, Special Orders and Memoranda.</p> <p>The Service Provider shall:</p> <ol style="list-style-type: none"> <li>A. Provide DTI Region IV-A with seven (7) qualified and trained security guards who will work on the provided schedules to maintain security and safeguard the building and properties within the</li> </ol>			

	<p>premises of respective DTI Offices, as well as provide protection for its employees, visitors, guests and transacting public.</p> <p>B. Deploy personnel not less than 21 or not more than 45 years of age, at least 5 feet and 5 inches in height, male, with at least three (3) years of experience as duly licensed security guard, and must have completed at least high school or vocational course. The Service Provider shall also submit the following documentary requirements of agency or of each security personnel prior to posting:</p> <ol style="list-style-type: none"> <li>1. NBI Clearance;</li> <li>2. PNP Clearance;</li> <li>3. Barangay Clearance;</li> <li>4. Physical/Medical/ Health Certificate;</li> <li>5. Psychoneurotic Test;</li> <li>6. Drug Test; and</li> <li>7. Personal Data Sheet</li> </ol> <p>C. Provide their security personnel with appropriate uniforms including acceptable footwear and ensure that said personnel are well groomed and in proper/neat attire at all times.</p> <p>D. Pay, on its own account, the salaries, wages and other monetary benefits mandated by law of all its security personnel assigned to DTI Region IV-A. For this purpose,</p>			
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	<p>the Service Provider shall arrange with any servicing commercial bank for the enrollment of the personnel assigned in DTI Region IV-A to payroll account and the issuance of automated teller machine (ATM) cards.</p> <p>E. Provide, at its own expense, all the necessary firearms, supplies and equipment required to perform the works as follows:</p> <ol style="list-style-type: none"> <li>1. firearms (9mm pistol with ammunition);</li> <li>2. communication equipment;</li> <li>3. flash lights;</li> <li>4. medical kit;</li> <li>5. truncheons;</li> <li>6. police whistles;</li> <li>7. night sticks; and</li> <li>8. traffic vest</li> </ol> <p>F. Include in its Administrative Overhead Operations Costs such as licenses (local and national), supervision, training, insurances, and other incidental expenses relative to security guarding.</p> <p>G. Secure all necessary government permits and licenses for the performance of its services.</p> <p>H. Be civilly liable, after due process, for any loss or damage to property committed through theft or other surreptitious means or as a result of</p>			
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	<p>fault or negligence of the security personnel, which loss or damage is suffered by DTI Region IV-A or any of its guests within the client's premises during the tour of duty of the security personnel without prejudice to criminal liability of the security personnel, if any. The loss or damage shall be reported to the Service Provider thru DTI Region IV-A within 72 hours from discovery thereof.</p> <p>I. Be liable to DTI Region IV-A and its clients for any interruption in the services to be provided due to labor problems or other causes other than fortuitous events.</p> <p>J. Ensure on-time payment of salaries to its security personnel. Failure to pay salaries on time within this time period and throughout the entire duration of the agreement and the contract will be considered as a basis for the pre-termination of the existing contract and the entire agreement.</p> <p>K. Comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its security personnel within legal rates provided for under DOLE Department Order No. 150-16 Section 7.5 and other related legislated laws and mandatory remittances to</p>			
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	<p>government institution in accounting rules and regulations.</p> <p>L. Assume full responsibility for any and all claims of its security personnel relative to their employment with the Service Provider and that, in case of accident, injury or illness incurred in the line of duty, DTI Region IV-A should not in any way be made liable by the Service Provider.</p> <p>M. Be responsible in the filing of report to the police or appropriate authority for any incidents involving police matters (e.g., theft, robbery), copy furnished DTI Region IV-A.</p> <p>N. Provide for additional security guard as required by DTI Region IV-A as need arises within twenty-four (24) hours upon receipt of notice.</p> <p>O. In case of negligence/misconduct/in appropriate behavior, the Service Provider shall change or relieve security personnel assigned to DTI Region IV-A within twenty-four (24) hours from receipt of the notification.</p> <p>P. Turn over to DTI Region IV-A all logbooks upon termination of their contract.</p> <p>Q. Submit bi-monthly (fifteen-day period)</p>			
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	<p>billing statements to respective DTI Offices with the attached copy of payments for the security personnel and mandatory contributions to SSS, PhilHealth, PagIBIG, among others, for the previous billing period.</p>			
	<p><b>VI. Duties and Responsibilities of the Security Personnel</b></p> <p>A. Conduct inspection, detection and investigation of all security related incidents, including commission of crimes against person or property and to submit the same report to appropriate authorities and DTI Region IV-A Management within 24 hours.</p> <p>B. Maintain records of security related activities and relevant inward and outward movements of personnel, visitors and property. Records shall be made available for inspection by DTI authorized representatives.</p> <p>C. The security personnel shall at all times be polite, courteous, respectful and responsive to officers, employees and guests.</p> <p>D. Undertake regular rounds in the DTI premises, at least every four hours interval, even after office hours and non-working days.</p> <p>E. Prevent entry of</p>			

	<p>unauthorized personnel after office hours and non-working days, including Saturdays, Sundays and holidays, unless duly authorized by DTI Region IV-A Management.</p> <p>F. Ensure the CCTV cameras are not obstructed.</p> <p>G. Assist in the analysis of recorded CCTV footage involving security-related issues.</p> <p>H. Switch off the lights, air conditioners, etc. and ensure that windows and doors are closed after office hours. Politely call the attention of employees who have left their offices without ensuring that the lights and other electronic items are switched off, to instill shared responsibility among all DTI Region IV-A employees in an effort to conserve energy/resources.</p>			
	<p><b>VII. Payment Scheme</b></p> <p>Payment by DTI Region IV-A to the Service Provider shall be on a bi-monthly (fifteen-day period) basis upon submission of billing statement to respective DTI Offices with the attached copy of payments for the security guards and mandatory contributions to SSS, PhilHealth, PagIBIG, among others.</p>			

	<p><b>VIII. Administrative Sanctions and Penalties</b></p> <p>A. Breach of Contract</p> <p>The DTI Region IV-A Management has the right to rescind, terminate or abrogate its contract with the security provider in any of the following instances:</p> <ul style="list-style-type: none"> <li>a. gross and willful negligence on the part of the contracted agency resulting in material and financial losses to DTI Region IV-A;</li> <li>b. falsification of license, reports and other documents submitted;</li> <li>c. engagement/involvement in activities that are dangerous to public safety and welfare or inimical to national security;</li> <li>d. violation of any of the provisions of R.A. 5487 as amended by PD 1919;</li> <li>e. violation of the duties and responsibilities of the service provider as stated on Item VI of the TOR; and</li> <li>f. failure to pay salaries of security personnel and the mandatory contributions.</li> </ul> <p>The DTI Region IV-A shall conduct spot inspections of security guards on post for the purpose of assessing individual discipline and compliance with the Implementing Rules and Regulations (IRR) of</p>			
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	<p>Republic Act 5487 as amended and the DTI Region IV-A rules and regulations.</p> <p>B. Suspension of security personnel due to incompetence</p> <p>The Service Provider shall provide a replacement guard in order not to prejudice the interests of its client in case of suspension of one or any of the contracted security guards provided, that the service of the substituted guard shall be good only during the period of such suspension.</p> <p>The following shall constitute acts of incompetence such as, but not limited to:</p> <ul style="list-style-type: none"> <li>a. wearing of inappropriate uniforms;</li> <li>b. late or failure to maintain and/or submit records/reports;</li> <li>c. all acts prejudicial to good conduct and behavior and others similar to the foregoing pursuant to existing laws, rules and regulations;</li> <li>d. use of profane or uncouth language;</li> <li>e. exercising the profession of security personnel without first being duly licensed;</li> <li>f. violation/offenses found during inspection of guards shall be reported</li> </ul>			
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	<p>to the management of the contracted security services;</p> <p>g. discourtesy and conduct unbecoming a security guard resulting in conflict with government employees/agency or guests in the agency assigned;</p> <p>h. carrying personally-owned unlicensed firearms or other deadly weapons whether on duty or not;</p> <p>i. failure to notify/call the nearest PNP Station in case of disorders, riots or strikes</p> <p>j. drinking alcoholic beverages and/or taking prohibited drugs while on duty;</p> <p>k. use and/or employment of security guards for purposes of committing threats, intimidation, coercion or another crime/offense, including show of force;</p> <p>l. issuing to security personnel unlicensed firearms; and</p> <p>m. posting of unlicensed security personnel.</p>			
	<p><b>IX. Dispute Resolution and Amendments</b></p> <p>A. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual</p>			

	<p>consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in DTI IV-A Regional Office, Calamba City.</p> <p>B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Calamba City, to the exclusion of all other courts; and</p> <p>C. Any amendment or additional terms and conditions to the Contract must be in writing, approved and signed by both Parties.</p>			
	<p><b>X. Termination of Contract</b></p> <p>The DTI Region IV-A shall have the sole option to cancel or terminate the contract at any time for violation of any of the terms and conditions thereof and/or if, in its judgement, the service that has been rendered is substandard and/or unsatisfactory. The Service Provider shall maintain satisfactory level of performance throughout the term of the contract based on the following performance criteria:</p> <ul style="list-style-type: none"> <li>a. quality of service delivered;</li> <li>b. time management;</li> <li>c. management and suitability of personnel; and</li> <li>d. submission of regular reports.</li> </ul>			

	<p><b>XI. Adjustment on Contract Cost</b></p> <p>All bid prices for the 1-year contract duration shall be fixed and shall not be adjusted during contract implementation, except for the following:</p> <ul style="list-style-type: none"> <li>a. increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;</li> <li>b. increase in taxes; and</li> <li>c. if during the term of the contract the DTI Region IV-A sees the need to add number of security personnel, the resulting cost of said addition should be based on the contract unit cost.</li> </ul>			
	<p><b>XII. Tie-Breaking Method</b></p> <p>Where, after post-qualification, an occurrence of a tie takes place among bidders determined and declared as the Lowest Calculated and Responsive Bidder (LCRB), the measure to resolve the case is by “toss coin (best of 7)”.</p>			

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



## Technical Specifications

Item	Specification	Statement of Compliance <i>(Bidders must state here either "Comply" or "Not Comply" in each parameter)</i>
	<b>Security Services for DTI IV-A Regional and Provincial Offices for CY 2021 (1 Lot – Short of Award)</b>	
1	<b>DTI IV-A Regional Office – 2 Security Guards</b> 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna 7:00AM – 7:00PM, 12 hours, 5 days in a week	
2	<b>DTI Cavite Provincial Office – 1 Security Guard</b> 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite 7:00AM – 7:00PM, 12 hours, 5 days in a week	
3	<b>DTI Laguna Provincial Office – 1 Security Guard</b> Varimco Building, Brgy. Banca-Banca, Victoria, Laguna 7:00AM – 7:00PM, 12 hours, 5 days in a week	
4	<b>DTI Batangas Provincial Office – 1 Security Guard</b> NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas 7:00PM – 7:00AM, 12 hours, 7 days in a week	
5	<b>DTI Rizal Provincial Office – 1 Security Guard</b> 2/F Altica Arcade, 83 Circumferential Road, Brgy. San Jose, Antipolo City, Rizal 7:00AM – 7:00PM, 12 hours, 6 days in a week	
6	<b>DTI Quezon Provincial Office – 1 Security Guard</b> 2/F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon 7:00AM – 7:00PM, 12 hours, 5 days in a week	
	<p><b>I. Scope and Coverage</b></p> <p>The engagement shall be for the provision of continuous security measures by seven (7) security guards who shall be assigned in respective DTI Offices in CALABARZON Region.</p> <p>The security services are needed for the protection and securing of properties of the DTI Region IV-A from theft, robbery, arson, destruction or damage as well as protecting its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through enforcement and implementation of plans, policies, rules and regulations relative to security and safety.</p>	
	<p><b>II. Duration of Agreement</b></p> <p>The Service Agreement shall be for a period of one (1) year. The agreement shall be effective on January 1 – December 31, 2021.</p>	

	<p><b>III. Approved Budget for the Contract (ABC)</b></p> <p>The ABC is One Million Nine Hundred Twelve Thousand Pesos (Php 1,912,000.00), inclusive of all applicable taxes and service charges. The bid amount of interested bidders must not exceed the ABC of the respective DTI Offices.</p> <ol style="list-style-type: none"> <li>1. DTI IV-A Regional Office – Php 512,000.00</li> <li>2. DTI Cavite Provincial Office – Php 256,000.00</li> <li>3. DTI Laguna Provincial Office – Php 217,000.00</li> <li>4. DTI Batangas Provincial Office – Php 372,000.00</li> <li>5. DTI Rizal Provincial Office – Php 299,000.00</li> <li>6. DTI Quezon Provincial Office – Php 256,000.00</li> </ol>	
	<p><b>IV. Other Documentary Requirements</b></p> <ol style="list-style-type: none"> <li>1. Certificate of Membership issued by the Philippine Association of Detective and Protective Agency Operations, Inc. (PADPAO) or other associations recognized by the PNP-CSG-SOSIA, and License to Operate issued by the latter;</li> <li>2. Certificate of pending or no pending labor standards violation case/s issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE)</li> <li>3. Certificate of Registration from Social Security System (SSS)</li> <li>4. Certificate of Registration from Pag-IBIG</li> <li>5. Certificate of Registration from PhilHealth</li> </ol>	
	<p><b>V. Duties and Responsibilities of the Service Provider</b></p> <p>The Service Provider shall discharge their duties and responsibilities as prescribed under pertinent rules and regulations embodied in various DTI Office Circulars, Special Orders and Memoranda.</p> <p>The Service Provider shall:</p> <ol style="list-style-type: none"> <li>A. Provide DTI Region IV-A with seven (7) qualified and trained security guards who will work on the provided schedules to maintain security and safeguard the building and properties within the premises of respective DTI Offices, as well as provide protection for its employees, visitors, guests and transacting public.</li> <li>B. Deploy personnel not less than 21 or not more than 45 years of age, at least 5 feet and 5 inches in height, male, with at least three (3) years of experience as duly licensed security guard, and must have completed at least high school or vocational course. The Service Provider shall also submit the following documentary</li> </ol>	

	<p>requirements of agency or of each security personnel prior to posting:</p> <ol style="list-style-type: none"> <li>1. NBI Clearance;</li> <li>2. PNP Clearance;</li> <li>3. Barangay Clearance;</li> <li>4. Physical/Medical/Health Certificate;</li> <li>5. Psychoneurotic Test;</li> <li>6. Drug Test; and</li> <li>7. Personal Data Sheet</li> </ol> <p>C. Provide their security personnel with appropriate uniforms including acceptable footwear and ensure that said personnel are well groomed and in proper/neat attire at all times.</p> <p>D. Pay, on its own account, the salaries, wages and other monetary benefits mandated by law of all its security personnel assigned to DTI Region IV-A. For this purpose, the Service Provider shall arrange with any servicing commercial bank for the enrollment of the personnel assigned in DTI Region IV-A to payroll account and the issuance of automated teller machine (ATM) cards.</p> <p>E. Provide, at its own expense, all the necessary firearms, supplies and equipment required to perform the works as follows:</p> <ol style="list-style-type: none"> <li>1. firearms (9mm pistol with ammunition);</li> <li>2. communication equipment;</li> <li>3. flash lights;</li> <li>4. medical kit;</li> <li>5. truncheons;</li> <li>6. police whistles;</li> <li>7. night sticks; and</li> <li>8. traffic vest</li> </ol> <p>F. Include in its Administrative Overhead Operations Costs such as licenses (local and national), supervision, training, insurances, and other incidental expenses relative to security guarding.</p> <p>G. Secure all necessary government permits and licenses for the performance of its services.</p> <p>H. Be civilly liable, after due process, for any loss or damage to property committed through theft or other surreptitious means or as a result of fault or negligence of the security personnel, which loss or damage is suffered by DTI Region IV-A or any of its guests within</p>	
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	<p>the client’s premises during the tour of duty of the security personnel without prejudice to criminal liability of the security personnel, if any. The loss or damage shall be reported to the Service Provider thru DTI Region IV-A within 72 hours from discovery thereof.</p> <p>I. Be liable to DTI Region IV-A and its clients for any interruption in the services to be provided due to labor problems or other causes other than fortuitous events.</p> <p>J. Ensure on-time payment of salaries to its security personnel. Failure to pay salaries on time within this time period and throughout the entire duration of the agreement and the contract will be considered as a basis for the pre-termination of the existing contract and the entire agreement.</p> <p>K. Comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its security personnel within legal rates provided for under DOLE Department Order No. 150-16 Section 7.5 and other related legislated laws and mandatory remittances to government institution in accounting rules and regulations.</p> <p>L. Assume full responsibility for any and all claims of its security personnel relative to their employment with the Service Provider and that, in case of accident, injury or illness incurred in the line of duty, DTI Region IV-A should not in any way be made liable by the Service Provider.</p> <p>M. Be responsible in the filing of report to the police or appropriate authority for any incidents involving police matters (e.g., theft, robbery), copy furnished DTI Region IV-A.</p> <p>N. Provide for additional security guard as required by DTI Region IV-A as need arises within twenty-four (24) hours upon receipt of notice.</p> <p>O. In case of negligence/misconduct/inappropriate behavior, the Service Provider shall change or relieve security personnel assigned to DTI Region IV-A within twenty-four (24) hours from receipt of the notification.</p> <p>P. Turn over to DTI Region IV-A all logbooks upon termination of their contract.</p> <p>Q. Submit bi-monthly (fifteen-day period) billing statements to respective DTI Offices with the attached</p>	
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	<p>copy of payments for the security personnel and mandatory contributions to SSS, PhilHealth, PagIBIG, among others, for the previous billing period.</p>	
	<p><b>VI. Duties and Responsibilities of the Security Personnel</b></p> <p>A. Conduct inspection, detection and investigation of all security related incidents, including commission of crimes against person or property and to submit the same report to appropriate authorities and DTI Region IV-A Management within 24 hours.</p> <p>B. Maintain records of security related activities and relevant inward and outward movements of personnel, visitors and property. Records shall be made available for inspection by DTI authorized representatives.</p> <p>C. The security personnel shall at all times be polite, courteous, respectful and responsive to officers, employees and guests.</p> <p>D. Undertake regular rounds in the DTI premises, at least every four hours interval, even after office hours and non-working days.</p> <p>E. Prevent entry of unauthorized personnel after office hours and non-working days, including Saturdays, Sundays and holidays, unless duly authorized by DTI Region IV-A Management.</p> <p>F. Ensure the CCTV cameras are not obstructed.</p> <p>G. Assist in the analysis of recorded CCTV footage involving security-related issues.</p> <p>H. Switch off the lights, air conditioners, etc. and ensure that windows and doors are closed after office hours. Politely call the attention of employees who have left their offices without ensuring that the lights and other electronic items are switched off, to instill shared responsibility among all DTI Region IV-A employees in an effort to conserve energy/resources.</p>	
	<p><b>VII. Payment Scheme</b></p> <p>Payment by DTI Region IV-A to the Service Provider shall be on a bi-monthly (fifteen-day period) basis upon submission of billing statement to respective DTI Offices with the attached copy of payments for the security guards and mandatory contributions to SSS, PhilHealth, PagIBIG, among others.</p>	

**VIII. Administrative Sanctions and Penalties**

**A. Breach of Contract**

The DTI Region IV-A Management has the right to rescind, terminate or abrogate its contract with the security provider in any of the following instances:

- a. gross and willful negligence on the part of the contracted agency resulting in material and financial losses to DTI Region IV-A;
- b. falsification of license, reports and other documents submitted;
- c. engagement/involvement in activities that are dangerous to public safety and welfare or inimical to national security;
- d. violation of any of the provisions of R.A. 5487 as amended by PD 1919;
- e. violation of the duties and responsibilities of the service provider as stated on Item VI of the TOR; and
- f. failure to pay salaries of security personnel and the mandatory contributions.

The DTI Region IV-A shall conduct spot inspections of security guards on post for the purpose of assessing individual discipline and compliance with the Implementing Rules and Regulations (IRR) of Republic Act 5487 as amended and the DTI Region IV-A rules and regulations.

**B. Suspension of security personnel due to incompetence**

The Service Provider shall provide a replacement guard in order not to prejudice the interests of its client in case of suspension of one or any of the contracted security guards provided, that the service of the substituted guard shall be good only during the period of such suspension.

The following shall constitute acts of incompetence such as, but not limited to:

- a. wearing of inappropriate uniforms;
- b. late or failure to maintain and/or submit records/reports;
- c. all acts prejudicial to good conduct and behavior and

	<p>others similar to the foregoing pursuant to existing laws, rules and regulations;</p> <p>d. use of profane or uncouth language;</p> <p>e. exercising the profession of security personnel without first being duly licensed;</p> <p>f. violation/offenses found during inspection of guards shall be reported to the management of the contracted security services;</p> <p>g. discourtesy and conduct unbecoming a security guard resulting in conflict with government employees/agency or guests in the agency assigned;</p> <p>h. carrying personally-owned unlicensed firearms or other deadly weapons whether on duty or not;</p> <p>i. failure to notify/call the nearest PNP Station in case of disorders, riots or strikes</p> <p>j. drinking alcoholic beverages and/or taking prohibited drugs while on duty;</p> <p>k. use and/or employment of security guards for purposes of committing threats, intimidation, coercion or another crime/offense, including show of force;</p> <p>l. issuing to security personnel unlicensed firearms; and</p> <p>m. posting of unlicensed security personnel.</p>	
	<p><b>IX. Dispute Resolution and Amendments</b></p> <p>A. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in DTI IV-A Regional Office, Calamba City.</p> <p>B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Calamba City, to the exclusion of all other courts; and</p> <p>C. Any amendment or additional terms and conditions to the Contract must be in writing, approved and signed by both Parties.</p>	

	<p><b>X. Termination of Contract</b></p> <p>The DTI Region IV-A shall have the sole option to cancel or terminate the contract at any time for violation of any of the terms and conditions thereof and/or if, in its judgement, the service that has been rendered is substandard and/or unsatisfactory. The Service Provider shall maintain satisfactory level of performance throughout the term of the contract based on the following performance criteria:</p> <ul style="list-style-type: none"> <li>a. quality of service delivered;</li> <li>b. time management;</li> <li>c. management and suitability of personnel; and</li> <li>d. submission of regular reports.</li> </ul>	
	<p><b>XI. Adjustment on Contract Cost</b></p> <p>All bid prices for the 1-year contract duration shall be fixed and shall not be adjusted during contract implementation, except for the following:</p> <ul style="list-style-type: none"> <li>a. increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;</li> <li>b. increase in taxes; and</li> <li>c. if during the term of the contract the DTI Region IV-A sees the need to add number of security personnel, the resulting cost of said addition should be based on the contract unit cost.</li> </ul>	
	<p><b>XII. Tie-Breaking Method</b></p> <p>Where, after post-qualification, an occurrence of a tie takes place among bidders determined and declared as the Lowest Calculated and Responsive Bidder (LCRB), the measure to resolve the case is by “toss coin (best of 7)”.</p>	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall result to automatic disqualification of our bid.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over printed Name of  
Authorized Representative

\_\_\_\_\_  
Date



***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.

#### 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).

