

ITB No. bac-23-0127B

PHILIPPINE BIDDING DOCUMENTS



Government of the Republic of the
Philippines
City Government of Pasig

Provision of Security Services for
Various City Owned Buildings and
Facilities

**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 maybe 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

CITY GOVERNMENT OF PASIG

The Bids and Awards Committee

INVITATION TO BID FOR

Provision of Security Services for Various City Owned Buildings and Facilities

1. The **CITY GOVERNMENT OF PASIG**, through the Executive Budget CY 2023 intends to apply the sum of *Two Hundred Eighty-Six Million Six Hundred Ninety-Three Thousand Six Hundred Forty-Four Pesos & 12/100 Only (Php 286,693,644.12)* being the ABC to payments under the contract for the Provision of Security Services for Various City Owned Buildings and Facilities (2 Year MYCA).

The ABC to payments under the contract for each lot/item are as follows:

DESCRIPTION	SOURCE OF FUND	APPROVED BUDGET FOR THE CONTRACT (PHP)
LOT 1 – Cluster I & II	General Fund	172,992,052.08
LOT 2 – Cluster III	Special Education Fund	113,701,592.04
TOTAL		286,693,644.12

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **CITY GOVERNMENT OF PASIG** now invites bids for the above Procurement Project. *Delivery of the Goods required is Two (2) years, subject to performance evaluation for the first year.* 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.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the

Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the Bids and Awards Committee through its Secretariat and inspect the Bidding Documents at the address given below during office hours, Monday to Friday, from 8:00 A.M. to 5 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *January 27, 2023* 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 Fifty Thousand Pesos (Php50,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person.
6. The **CITY GOVERNMENT OF PASIG** will hold a Pre-Bid Conference on *February 3, 2023, 1:30 P.M* at *7th Floor Meeting Room, Pasig City Hall, Caruncho Avenue, San Nicolas, Pasig City*, which shall be open to prospective bidders.
7. Bids must be duly received by the Procurement Management Office through manual submission at the office address indicated below, on or before *February 15, 2023, 9:30 A.M.* 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 *February 15, 2023, 10:00 A.M* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Each Bidder shall submit **one (1) sealed Mother envelope** containing:
 1. ORIGINAL (SEALED AND LABELED)
 - 1.1 Company Profile Folder
 - 1.2 Original Technical Component and Original Financial Components (hard copy, in 2 separate sealed envelopes)

And

- 1.3 One (1) USB Flash Drive containing
 - 1.3.1 Scanned documents (Original Technical and Original Financial Components)
 - 1.3.2 Excel File of the Price Schedule

2. COPY 1 (SEALED AND LABELED)

2.1 One (1) USB Flash Drive or CD sealed and labeled as "Copy 1" containing scanned documents of Technical and Financial Components

Bidders shall bear all costs associated with the preparation and submission of their bids, and *THE CITY GOVERNMENT OF PASIG* will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that *THE CITY GOVERNMENT OF PASIG* will only accept bids from those that have paid the applicable fee for the Bidding Documents.

In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS," in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

- a) In alphabetical order, the bidders shall pick one rolled paper.
- b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.

11. The ***CITY GOVERNMENT OF PASIG*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Atty. Ponce Miguel D. Lopez
Procurement Management Office
Caruncho Avenue, Pasig City
bidsandawards@pasigcity.gov.ph
(02) 8643-1111 local 1461 or 1462
Pasigcity.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:
<https://notices.philgeps.gov.ph>

January 27, 2023

Atty. Josephine C. Lati-Bagoisan
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *CITY GOVERNMENT OF PASIG* wishes to receive Bids for *Provision of Security Services for Various City Owned Buildings and Facilities*, with identification number *ITB # bac-23-0127B*.

The Procurement Project (referred to herein as "Project") is composed of *two (2) lots*, 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 Executive Budget CY 2022 in the amount of *Two Hundred Eighty-Six Million Six Hundred Ninety-Three Thousand Six Hundred Forty-Four Pesos & 12/100 Only (Php 286,693,644.12)*.

2.2. The source of funding is:

- a. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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. 5.2.

a. 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.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

- c. [] For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The 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 *7th Floor Meeting Room, Pasig City Hall, Caruncho Avenue, San Nicolas, Pasig City* 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.

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

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to

Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

a. Philippine Pesos.

14. Bid Security

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

14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or

other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

- Option 1 – One Project having several items that shall be awarded as one contract.
- Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

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

20.2. 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



INSTRUCTION TO BIDDERS

PROJECT : Provision of Security Services for Various City Owned Buildings and Facilities
Date : January 27, 2023

This shall form an integral part of the Bid Documents.

1. Bidders are requested to organize and submit their bids on the following requirements:

1. Submit First (1st) Envelope containing one (1) hard copy of the ORIGINAL Technical Component, including the Eligibility Requirements. 1st Envelope shall be sealed and labeled as "ORIGINAL TECHNICAL COMPONENT"
2. Submit Second (2nd) Envelope containing one (1) hard copy of the ORIGINAL Financial Component. 2nd Envelope shall be sealed and labeled as "ORIGINAL FINANCIAL COMPONENT"
3. Submit USB Flash Drive containing one (1) soft/scanned copy of the ORIGINAL Technical Component and Financial Component; and Excel File of the Price Schedule in USB Flash Drive

Note: The 1st Envelope, 2nd Envelope and the USB flash drive containing the soft/scanned copy of the original technical and financial components and excel file of the price schedule shall be enclosed in a single envelope, sealed and labeled as "ORIGINAL BID"

4. Submit USB Flash Drive containing one (1) soft/scanned copy of the Technical Component and Financial Component. USB flash drive shall be enclosed in a separate envelope, sealed and labeled as "COPY 1"
5. The "ORIGINAL BID" and "COPY 1" envelopes shall be enclosed in a single MOTHER ENVELOPE sealed and properly labeled

*Sections of the bid shall be separated by dividers, proper tabs;

***NO** scratch papers.

All envelopes (1st Envelope, 2nd Envelope, Original Bid Envelope, Copy 1 Envelope and Mother Envelope) shall be labeled as follows:

- Addressed to the procuring entity's BAC Chairperson
 - Name of the project/contract to be bid
 - Name, address and contact details of the bidder
 - "DO NOT OPEN BEFORE <bid opening date and time>"
- ✓ Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The Procuring Entity shall not be responsible for misplaced Bidding Documents and premature opening.

BIDDING DOCUMENTS AVAILABILITY AND FEE

- *Bidding Documents:*
 - **January 27, 2023 to February 15, 2023 until 9:30 A.M.**
 - *8:00 am to 5:00 pm and upon payment of applicable fees for the Bidding Documents at the City Treasurer's Office*
- *Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.*
- *Standard rates for bidding documents*

Approved Budget for the Contract	Maximum Cost of Bidding Documents
500,000 and below	P500.00
More than 500,000 up to 1 million	1,000.00
More than 1 million up to 5 million	5,000.00
More than 5 million up to 10 million	10,000.00
More than 10 million up to 50 million	25,000.00
More than 50 million up to 500 million	50,000.00
More than 500 million	75,000.00

INSTRUCTION TO BIDDERS ON PAYMENT OF BIDDING DOCUMENTS

- *Secure Order of Payment for the bidding documents at the Procurement Management Office, 4th Floor Pasig City Hall*
- *Proceed to City Treasurer's Office, 1st Floor Pasig City Hall for the payment of bidding documents*
- *Mode of payment: Cash or Manager's/ Cashier's Check payable to City Government of Pasig*
 - **Personal Check shall not be accepted.**
- *Present the Official Receipt to the BAC Secretariat's Office for the release of the complete set of bidding documents.*

REMINDERS:

- *The **deadline for the submission of bid is on **February 15, 2023 (Wednesday)** at **9:30 AM** at the Procurement Management Office, 4th Floor Pasig City Hall, Caruncho Ave., San Nicolas Pasig City. The digital clock at the Procurement Management Office that is set to the Philippine Time (PhST) shall be used as reference in determining the time for the submission of bids, Hence participating bidders are advised to synchronize their timepiece with the said digital clock. **Late bids or those who submitted after 9:30 AM of February 15, 2023 (Wednesday) shall not be accepted.*****
- *Bidders may submit their bid documents days ahead of the deadline for the submission in order to avoid late submission.*
- ***Bid opening shall be on **February 15, 2023 (Wednesday)** at **10:00 AM** at **7th Floor Meeting Room, Pasig City Hall**, Caruncho Ave., San Nicolas Pasig City. Bids will be opened in the presence of the bidders' representatives who choose to attend.***
- *All licenses, permits and other required clearances should be valid at the time of the submission of bids, Post-Qualification Evaluation and signing of the contract.*

- *The BAC expects the bidders to exercise due diligence in going through the bid documents so that they can prepare their bids intelligently.*
- *The Bids and Awards Committee will still continue to implement social distancing and shall require only one (1) Representative per company.*
- All attendees will be subjected to thermal scan prior to entry of the venue and shall:
 - 1.wear medical face mask and face shield at all times – **“No Mask No Entry”**
 - 2.bring black ballpen
 - 3.bring alcohol

Please be reminded that all queries after the issuance of Bid Bulletin will not be entertained.

ATTY. JOSEPHINE C. LATI-BAGAOISAN
BAC Chairperson

Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Provision of Security Services.</p> <p style="margin-left: 40px;">b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>								
7.1	<p><i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.] NONE</i></p>								
12	<p>The price of the Goods shall be quoted DDP Pasig City or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>								
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <i>to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <i>to five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>								
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p> <p style="color: blue;"><i>The evaluation and award is for one (1) lot.</i></p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; width: 80%;"> <thead> <tr> <th style="text-align: center;">DESCRIPTION</th> <th style="text-align: center;">APPROVED BUDGET FOR THE CONTRACT (PHP)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">LOT 1 – Cluster I & II</td> <td style="text-align: right;">172,992,052.08</td> </tr> <tr> <td style="text-align: center;">LOT 2 – Cluster III</td> <td style="text-align: right;">113,701,592.04</td> </tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: right;">286,693,644.12</td> </tr> </tbody> </table> <p><i>Note: The descriptions of the lots or items shall be indicated</i></p>	DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (PHP)	LOT 1 – Cluster I & II	172,992,052.08	LOT 2 – Cluster III	113,701,592.04	TOTAL	286,693,644.12
DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (PHP)								
LOT 1 – Cluster I & II	172,992,052.08								
LOT 2 – Cluster III	113,701,592.04								
TOTAL	286,693,644.12								

	<i>in Section VII (Technical Specifications)</i>
20.2	<p>The other appropriate licenses and permits required by law, to be submitted as part of Technical Requirements are as follows:</p> <ul style="list-style-type: none"> • Duly registered and with license from the Philippine National Police (PNP) as private security agency organized under the Implementing Rules and Regulations of R.A. 5487. Also, submit three (3) latest Monthly Disposition Report (MDR) submitted to PNPSOSIA. • Current Clearance issued by <ol style="list-style-type: none"> 1. Department of Labor and Employment (DOLE) 2. National Labor Relations Commission (NLRC) and 3. PADPAO <p><i>Note: Please see Terms of Reference (if any)</i></p> <p>For purposes of Post-Qualification, the following documents shall be required:</p> <ul style="list-style-type: none"> • Security Plan (Please see Terms of Services)

21.2	<p>Additional contract documents shall be required as follows:</p> <ul style="list-style-type: none">• Standard Operating Procedure• Deployment Plan• Security Plan (<i>Please see Terms of Reference</i>) <p><i>Note: to be discussed during Pre-bidding Conference</i></p>
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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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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><i>Please see attached Terms of Services</i></p> <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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>the CGO – Office of General Services, Head.</i></p> <p>Incidental Services –</p> <p>The Supplier 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. Provision of security personnel on various sites; b. furnishing of tools and equipment as required for the service delivery; c. training of security personnel; d. performance or supervision of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. other incidental service detailed in the TOR <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not</p>

	exceed the prevailing rates charged to other parties by the Supplier for similar services.
2.2	The terms of payment shall be as follows: <u>Monthly billing, Payment within 45CD upon receipt of SOA, Summary of Time Record, Government Contributions Remittances and Monthly Accomplishment Report.</u>
4	Site inspections and period performance evaluation will be conducted [<i>Please see attached Terms of Reference, terms and Conditions or Additional Requirements;</i>]

Section VI. Schedule of Requirement

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

POSTING AREA	Number of Security Guard		
	Day Shift 6:00am to 6:00pm	Night Shift 6:00pm to 6:00am	TOTAL / AREA
CLUSTER I--(DISTRICT 1)			
1. ADCOP Office	1	1	2
2. BIR Building	1	1	2
3. Bonifacio Park	2	2	4
4. Brgy. Sta. Lucia East Bank Rd. Soldiers Village Dump Site	1	1	2
5. City Hall Quadrangle Park	1	1	2
6. Division Office	4	4	8
7. DSWD	1	1	2
8. Elevated Parking – Ortigas	1	1	2
9. Elevated Walkway – Capitol Commons	-	1	1
10. Gender and Development Office (GAD)	2	1	3
11. LYING IN (CHAMP)	2	1	3
12. Mega Parking I	2	1	3
13. Mega Parking II	2	1	3
14. Motorpool	1	1	2
15. Pamantasan ng Lungsod ng Pasig	10	6	16
16. Pasig City Cemetery	4	4	8
17. Pasig City Children’s Hospital (PCCH)*	14	12	26
18. Pasig City Hall - Ground to 8th Floor			
8th floor - Mayor's Office	1	-	1
- Entrance	1	-	1
- Elevator	1	-	1
7th floor - Employees Elevator Entrance	1	-	1
2nd floor - Entrance Lobby	2	1	3
- Entrance Backdoor	2	-	2
- Treasury	1	-	1
- Stairway	1	-	1

- Ground Entrance Backdoor	1	0	1
- VIP Parking	1	1	2
- Perimeter	1	-	1
- Roving	3	3	6
19. Pasig City Hall Annex – San Antonio	1	1	2
20. Pasig City Hall Annex – Ugong	1	1	2
21. Pasig City Library	2	1	3
22. Pasig City Museum	2	2	4
23. Pasig City Scholar	1	-	1
24. Pasig City Tanghalang Pasigueño	2	2	4
25. Pasig Treatment Hub (PATH)	1	1	2
26. PCIST – Bambang	1	1	2
27. Public Attorney’s Office	1	0	1
28. Public Market	-	10	10
29. Red Training Center	2	2	4
30. Revolving Tower	1	1	2
31. Rizal Park	1	2	3
32. Slaughterhouse	3	3	6
33. Special's Children Educ. Institute	2	2	4
34. SPED Park, Brgy. San Nicolas	2	1	3
35. Sto. Tomas Warehouse	2	2	4
36. Super Health Center – San Joaquin	1	1	2
37. Super Health Center – Sumilang	1	1	2
38. TORO Impounding (Sandoval Pinagbuhatan)	1	1	2
39. TPMO – Treasury	1	1	2
40. TPMO Impounding Area	1	1	2
41. TPMO-OUVR Redemption Office	1	-	1
42. Tricycle Operation and Regulatory Office (TORO)	1	1	2
43. V. Baltazar Garden Park	1	1	2
44. Skywalk San Nicolas	0	1	1
TOTAL MANPOWER FOR CLUSTER I	Day Shift = 98	Night Shift = 85	183

***with Hazard Pay**

CLUSTER II – (DISTRICT 2)

POSTING AREA	Number of Security Guard		
	Day Shift 6:00am to 6:00pm	Night Shift 6:00pm to 6:00am	TOTAL / AREA
1. Bahay Aruga -Nagpayong	4	4	8
2. Karangalan Park	1	1	2
3. Mega Dialysis Center	2	2	4
4. Manggahan Treatment Hub	1	1	2
5. MRB Bliss I – Jennys	2	2	4
6. MRB Bliss II – Caliwag	2	2	4
7. MRB Bliss III- Maybunga	4	4	8
8. MRB Bliss IV – Manggahan	4	3	7
9. MRB Bliss V - Lupang Pari	1	2	3
10. MRB Bliss VI – Sta. Lucia	1	1	2
11. MRB Bliss VII – Manggahan	2	2	4
12. MRFSWMO	1	1	2
13. Pasig City General Hospital (PCGH)	12	9	21
14. Pasig City Hall Annex– Manggahan	1	1	2
15. Pasig City Sports Arena	1	1	2
16. PCIST Annex - Sta. Lucia	1	1	2
17. PCIST Manggahan	3	2	5
18. Physical Therapy – Santolan	1	1	2
19. Rosario Centralized Quarantine Facility*	2	2	4
20. Rosario Sports Arena	1	1	2
21. Sandoval Warehouse	3	5	8
22. Sandoval TPMO Parking	2	1	3
23. Super Health Center– Manggahan	1	1	2
24. Super Health Center – Nagpayong	1	1	2
25. Super Health Center – Rosario	1	1	2
26. Super Health Center– Santolan	1	1	2
27. SWMO MRF(Salonga Ext. Bg. Ilog)	1	1	2
28. Rainforest Adventure Experience (RAVE)			
- Entrance	2	2	4
- Exit	1	-	1
- Adventure / Flower Field	1	-	1
- Zoo	1	1	2
- Roving Guards	4	4	8
- Youth Training Center	1	1	2
TOTAL MANPOWER OF CLUSTER II	Day Shift = 67	Night Shift = 62	129

*with Hazard Pay

CLUSTER III – (Various School)

POSTING AREA	Number of Security Guard		
	Day Shift 6:00am to 6:00pm	Night Shift 6:00pm to 6:00am	TOTAL / AREA
1. Bagong Ilog Elem. School	2	1	3
2. Bambang Elem. School	2	1	3
3. Buting Elem. School	2	1	3
4. Buting High School	2	1	3
5. Caniogon Elem. School	2	1	3
6. De Castro Elem. School	2	1	3
7. Dela Paz Elem. School	1	1	2
8. Dela Paz High School	1	1	2
9. Dr. Sixto Antonio Elem. School	2	1	3
10. Eusebio High School	5	3	8
11. F. Legaspi Elem. School	2	1	3
12. Ilugin Elem. School	2	2	4
13. Kalawaan Elem. School	2	1	3
14. Kapitolyo High School	4	2	6
15. Liberato Damian Elem. School	2	2	4
16. Manggahan Elem. School	2	1	3
17. Manggahan High School	2	1	3
18. Maybunga Elem. School- Annex	2	2	4
19. Maybunga Elem. School	2	1	3
20. Nagpayong Elem School	6	2	8
21. Nagpayong High School	4	2	6
22. Napico Elem. School	2	1	3
23. Oranbo Elem. School	2	1	3
24. Palatiw Elem. School	2	1	3
25. Pasig City Science High School	2	2	4
26. Pasig Elem. School	3	3	6
27. Pinagbuhatan Elem. School	2	2	4
28. Pinagbuhatan High School	3	2	5
29. Pineda Elem. School	2	1	3
30. RESPSCI	2	2	4
31. Rizal High School- Main	21	10	31
32. Rosario Elem. School	2	2	4
33. Sagad Elem. School	1	1	2
34. Sagad High School	1	1	2
35. San Joaquin - Kalawaan Hgh School	2	1	3
36. San Joaquin Elem. School	2	2	4
37. San Lorenzo Elem. School	2	1	3
38. San Lorenzo Senior High School	2	2	4
39. San Miguel Elem. School	2	1	3
40. Santolan Elem. School	2	1	3
41. Santolan High School	2	2	4

42. Sta. Lucia High School	3	2	5
43. Sto. Niño Elem. School	1	1	2
44. Ugong High School	2	1	3
TOTAL MANPOWER OF CLUSTER III	Day Shift = 116	Night Shift = 72	188

	Cluster I	Cluster II	Cluster III	Total
Total Day Shift Duty Guards	84	65	116	265
Total Night Shift Duty Guards	73	60	72	205
Day Shift Guards w/ Hazard Pay	14	2		16
Night Shift Guards w/ Hazard Pay	12	2		14
	183	129	188	500
Contingency	7	5	28	40

NOTE: The number of manpower may increase or decrease as determined by the PE.

Section VII. Technical Specifications (Terms of Services)

I. RATIONALE AND BACKGROUND

The Pasig City Government, thru the Office of General Services, seeks to acquire an effective and efficient security services to secure City-owned facilities, acquired/recovered properties/assets, including employees and its Clients from/against theft, pilferage, burglary, arson, vandalism, trespass and other unlawful acts.

The strategy of outsourcing of security services as compared to plantilla and/ or job contract positions are for the best advantage of the City Government due to the following considerations:

ECONOMY: The Security Agency shall provide all necessary security equipment and services such as Radios, Services Vehicles, Firearms, Batons, Maintenance and Licensing, training of employees/Security Guards, provision of elbow manpower, salary wage cost, bonuses, security guard's insurance (while the City Government has to insure, provide overtime, night differential and hazard pay for regular plantilla employees) all of which is the responsibility of the Security Agency as included in the service contract.

EFFECTIVENESS AND EFFICIENCY: The familiarity and friendship between the security guards and employees will be avoided due to regular re-assignments/re-shuffle of detailed security guards from one post to another, hence, biases, paternalism and security breaches will be prevented. Immediate removal/replacement in case of unsatisfactory performance which cannot be done for regular plantilla positions of the Procuring Entity. The mobility and efficiency of the security force will also be maintained because of the required age bracket in the security service contract.

Likewise, the Security Agency shall assume full responsibility for any loss or damage to lives and properties covered by this agreement except for losses or damages caused by fortuitous event or force majeure. While the City Government have to bear the losses for items not covered by insurance and surety bonds.

II. DEFINITION OF TERMS:

The following words, expressions and abbreviations shall have the meaning hereby assigned to them, expect where the context requires otherwise. Words, imparting the singular only include the plural and vice versa where the text requires:

1. SECURITY AGENCY – the individual, firm, partnership, corporation, which undertakes the contract of service herein after described.

2. SECURITY PLAN – is the method, management or strategy of the Security Agency in implementing their services to the City Government.
3. SECURITY AGENCY CONTRACT – security services, equipment and materials to be provided and all the work to be representative.
4. CITY GOVERNMENT – here refers to the Pasig City Government represented by the Honorable City Mayor or his representative.
5. BIDS & AWARDS COMMITTEE (BAC) – is the committee to conduct public bidding by the City Government pursuant to IRR of RA 9184.
6. PACKAGE – means one installation or group of different installation of offices / buildings of the City Government for the purpose of bidding, the security services which will be awarded to one Security Agency.
7. CONTRACT – here means an agreement made between the Pasig City Government and the Security Agency for the execution of and payment for the work as defined in the Contract documents.
8. CONTRACT PRICE – the sum in peso value indicated in the Financial Proposal.
9. SECURITY SITE – means buildings, premises, compound, assets and offices of the City Government needed to be secured as specified as specified in the contract.
10. SECURITY GUARD – refers to the definition stated on the Rule III Section I item e. of the implementing Rules and Regulations (IRR) of R.A 5487.
11. PRIVATE SECURITY PERSONNEL – shall be natural persons which include private security guards, security consultants, security offices and others that may be classified later, rendering/performing security and/or detective services as employed by the private security agencies and/or private firms, as defined on Rule III Section 1 item g. of the implementing Rules and Regulations of RA 5487.
12. BIDS – means the eligibility/technical proposal/ financial proposal requirements to be submitted to BAC.
13. ELIGIBLE BIDDERS – refers to any Security Agency that passes the eligibility requirements of the BAC-Goods of the Pasig City Government.
14. TECHNICAL WORKING GROUP - a group created to assist the Bids and Awards Committee in order to prepare the bidding documents, bid evaluation and awarding of contract for security pursuant to IRR of RA 9184.
15. SECURITY AGENCY REPRESENTATIVE – means the person duly authorized by the contractor to take charge of matter concerning *administrative* work behalf of the contractor.
16. STATUTORY OBLIGATIONS – means monetary and administrative obligations required by law.
17. FURNISH, SUPPLY OR PROVIDE – shall include all work done and all expenses including labor, materials, overhead (plus taxes and profits) incurred by the Security Agency, a specified item, articles or piece of apparatus or equipment

and unless otherwise specified, to be added at the expense of the Security Agency.

18. RESERVE SECURITY PERSONNEL – refers to the security personnel of the Security agency consisting of at least twenty percent (20%) of the total security personnel of the concerned security agency for a particular package that are readily available for posing for not more than five (5) consecutive days at any given time in case of emergency or when there is an immediate need by the City Government for special activities and/or events without additional costs to the City Government.
19. SECURITY AIDES - back-up support guard performing post service without firearms and may not be required to use prescribed uniform of guard on post (Rule XII, section 3, Part II, D IRR R.A. 5487 as amended).
20. SECURITY OPERATIONS OFFICER – means high ranking officer (part of the organizational structure of the security agency) who shall represent the Security Agency and averse the efficient operations of their security personnel in the entire Package / Clusters without additional cost to the City Government.

III. SCOPE OF WORK

1. The security agency shall provide security service to City Government generally along with the **Standard Operating Procedure (SOP), Deployment Plan** and **Security Plan of the Security Site** and which form an integral part of the Contract. The Security Agency will be responsible for the deployment of security personnel to protect against lawless violence and other occurrence that may happen in the designated Security Sites;
2. The Security Agency shall provide appropriate number of security personnel per package for the security services to patrol, guard, protect and keep watch of the office premises, officials and employees, properties and records of the Pasig City Government in accordance with existing laws taking into consideration the locations as set-forth in the Terms of reference (TOR). This shall serve as a primary deployment plan, inclusive of one (1) Area Commander, fifteen (15) Detachment Commander and fifteen (15) Assistant Detachment Commander and Four (4) Shift-in-Charge (SICs) and other required services and equipment.
3. The contract also includes the provisions for the **twenty-percent (20%)** reserved security personnel as defined under Article III. Definition of Terms. Section 19 of implementing Rules and Regulations (IRR) of R.A 5487. Hence, in the event that the City Government is in need of additional security personnel, it may avail itself of the Reserved Security Personnel as defined therein, which shall be made available for deployment as may be

determined by the procuring entity, such as but not limited to the following, whenever applicable;

- a. Emergency Situation
 - Mass Action Protest/Rally/Strike
 - Fire
 - Earthquake
 - Typhoon
 - Bomb Threat/Scare
- b. Special Activities and/or events of the City Government

IV. APPROVED BUDGET FOR THE CONTRACT (ABC)

The approved budget for the contract for 12 months chargeable to CY2023 budget is *Two Hundred Eighty-Six Million Six Hundred Ninety-Three Thousand Six Hundred Forty-Four Pesos & 12/100 only (Php 286,693,644.12)*. The number of security personnel is indicated in Section VI. Schedule of Requirement of the Bid Document.

V. EVALUATION CRITERIA

ELIGIBILITY CRITERIA

Only eligible Security Agency falling under the following categories will be allowed to join.

- a. Duly organized Private Security Agency under Implementing Rules and Regulations of RA 5487 with appropriate licenses, permits and clearances required by law.
- b. The bidder must submit certifications of satisfactory performance of service rendered from at least three (3) clients with whom the bidder has past or on-going contract similar to the contract to be bid.

TECHNICAL CRITERIA

The Bidder must comply with the technical criteria, which shall be the basis of the evaluation of technical proposal by BAC, as prescribed in the minimum requirements set by the Procuring Entity, to wit:

1. EXPERIENCE

- a. The bidder must be registered as Security Company with regular license from the Philippine National Police (PNP), for at least five (5) years of experience as security service provider.

- b. The bidder must have the financial capability during the duration of the contact to support its obligations as a Security Agency with the City Government;
- c. The bidder must have the organizational capability of their Security Agency in response with the City's requirements and with a minimum of 450 Security Personnel.
- d. The bidder must submit a copy of three (3) latest monthly disposition report (MDR) submitted to the PNPSOSIA.
- e. *Additional requirements:*
 - All bidders must submit current clearances from:*
 - 1. *Tax Clearance Certificate issued by Bureau of Internal Revenue (BIR)*
 - 2. *Department of Labor and Employment (DOLE)*
 - 3. *National Labor Relations Comm. (NLRC)*
 - 4. *PADPAO*

2. RESOURCES

- a. Appropriate number of license firearms of the Security Agency to be used by the Security Guards during their tour of duty;
- b. Appropriate number and kind of communication to be used by the Security Guards during their tour of duty;
- c. Appropriate number and kind of motor vehicles of the Security Agency to be used by the Security Guards while roving within the Security Site and in cases of emergency;
- d. Must have an appropriate number of license security guard, qualified and competent uniformed security personnel to be deployed in different security sites of the City;
- e. Security Agency shall provide security guards with other equipment and materials such as nightsticks, flashlight, raincoats, standby patrol/emergency service vehicles and metal detectors and other security paraphernalia at its expense.
- f. Financial Resources to ensure that Security Manpower are duly compensated based on duty rendered.

3. SECURITY PLAN

- a. The proposed Security Plan to be submitted to the BAC as part of the Post Qualification Requirements, subject to certain changes as the case may be for the best interest of the City. The security plan should include but not limited to the following;
 - 1. Disaster Risk Reduction Security Plan
 - Contingency Plan for Typhoon and Flood
 - Contingency Plan against Fire

- Contingency Plan for Earthquake
 - Contingency Plan for Anti-Terrorism and Bomb threat
 - Mass Action/Rally
2. Sites Security
 3. Crime Prevention Plan
 4. Turn-over or transition plan
 5. Physical Security
 6. Personnel security
 7. Protection of sensitive information

- b. The security plan must be based on the herein categories:
 - a. Sufficient number of License and qualified Security Personnel
 - b. Firearms, Transportation, and Equipment
 - c. Organization Structure
 - d. Plan Execution

- c. The Security Plan shall provide a minimum requirement of all miscellaneous items listed hereunder as enumerated in their technical proposal:

1. **Personnel Identification**, Movement and control – printing of color-coded passes ID cards must be charged to the Security Agency’s account upon approval by the OGS and OPS of the design and contents for all installations.
 - a. Taxpayers/Visitors/Transacting public ID cards
 - b. Contractor’s ID Cards
 - c. Supplier’s ID Cards

2. Vehicle and Parking Control
 - a. Comprehensive Vehicle and Parking Control Management Plan
 - b. Printing of **celluloid stickers and/or carpass**/parking ticket at the Security Agency’s expense upon approval of design and contents by the City (initial **250 pieces** of celluloid sticker and 250 pieces of car pass valid for 1 year as proposed).

3. Gears and Equipment

A. Firearms and Ammunition (Summary)

TYPE OF FIREARMS	QUANTITY	AMMUNITION
9mm	90 units	1136 rounds
Gauge Shotgun	10 units	40 rounds

B. Communications Equipment

PARTICULARS	DESCRIPTION/SPECS	QUANTITY
Radio Base	UHF or VHF Repeater and NTC Registration	1 set
Handheld Radio	UHF or VHF Repeater with caller IC and NTC Registration	200 units
Handheld Radio (for GSO/OPS Security Unit)	UHF or VHF Repeater with caller IC and NTC Registration	3 units
Computer set for security office	With complete parts and accessories	3 units
Cellphone for security officer's use	With load provisions	6 units
Reserve Battery Pack		200 units

C. Transportation Equipment

PARTICULARS	DESCRIPTION/SPECS	QUANTITY
4 wheeled vehicle	Action Utility Vehicle (AUV) in good running condition and with gas allocation	1 unit
Motorcycle	150 cc (in good running condition) with complete accessories and crash helmet	5 units
Mountain Bike	Good running condition and with crash helmet	10 units
4 wheeled vehicle	Ambulatory Unit (in good running condition) with minimum medical equipment. Driver will be provided by the Security Agency and Medical Personnel from the City Government	1 unit

D. Other Equipment

PARTICULARS	DESCRIPTION/SPECS	QUANTITY
Body Cam	Input/Output port HDMI, USB 2.0, Headset, AV, Display 2 inch TFT-LCD High Resolution Color Display, Built-in storage system, microphone, speaker, laser pointer, night vision	75 units
Anti-Riot Shield	Polycarbonate material, lightweight, impact-resistant, shield surface must be acids and fire	20 units

	resistant, shock absorbing rubber foam padding for forearm protection	
Anti-Riot Helmet	Polycarbonate shell and face shield material; compatible with gas mask and communication equipment, continuous coverage and protection for ear and neck area for mechanical shock risk and/or ballistic risk	20 units
Night Stick/Baton		All SG

4. Marksmanship Training and/or Gun Safety Handling for **all** security personnel for at least once a year must be undertaken at the Security Agency's expense.

5. Contingency Plan for:

- a. Natural Calamities (e.g. typhoon, flood and earthquake);
- b. Manmade calamities (e.g. fire, bomb attack/threat, rally);
- c. Crime Prevention (e.g. Pick pockets/Thief, "Salisi Gang", "Budol-budol", Fixers).

VI. MINIMUM QUALIFICATIONS OF SECURITY PERSONNEL

Prior to deployment, the List of Security Personnel of Agency that will be assign to the City shall be submitted to the Office of the General Services. The Security Agency shall assign trained, experienced, license, uniformed, armed and bonded security personnel who shall met the following qualifications:

- 1. Detachment Commander** – be a retired commission military or PNP officer with minimum of one (1) year experience as detachment commander.
- 2. Assistant Detachment Commander** – must be a retired commission Military or PNP officer and has a minimum of one (1) year experience as Security Officer handling a minimum complement of one hundred (100) guards detachment. Assistant Detachment Commander/Shift-in-Charge must possess all qualifications listed for security guards.
- 3. Shift-in-Charge (SIC)** - must have a minimum of one (1) year experience as Security Officer handling a minimum complement of fifty (50) security guards/detachment and must possess all qualifications listed for security guards.

In addition:

- a. Must be at least college graduate
- b. Undergone a Security Supervisory Course
- c. Must be able to speak both English and Filipino fluently
- d. Have adequate writing skills
- e. Certified Security Professional (CSP)
- f. Computer literate

4. Security Guards - The qualification of security personnel to be posted must conform to the Revised Rules and Regulations Rule III governing the organization and operation of Private Detective and Watchman and Security Guard Agencies pursuant to Sec.17 of R.A. 5487 and other existing laws of the land such as:

- a. Filipino Citizen
- b. At least High School Graduate
- c. Must at least 21-45 years of age
- d. Physically and mentally fit
- e. Has undergone pre-licensing course
- f. **At least 5'5" in height for male and 5'2" for female guard.**
- g. **Minimum of one (1) year experience as security guard**
- h. Medical Certificate from City Health (*Must have passed basic medical examinations including drug testing*)
- i. Security guards to be posted must undergo of the herein listed training/seminar
 - Gun-safety handling training/seminar
 - Bomb Threat Information Management Training Seminar
 - Rescue/Emergency Preparedness Training Seminar
 - First Aid/Basic Life Support Training Seminar
 - Fire Fighting/safety seminar (to include use of firefighting equipment)
 - Building security and safety training
 - Crime prevention training/seminar.
- j. Must be Duly Licensed and Trained Security Guards with Certification from PNP SOSIA and at least 20% of the total number of security guards with specialized training on;
 - Bank Securityfor Treasury
 - Hospital and Emergency Responsefor Hospital and Health
 - Special Event Securityfor Special Events and Activities

- k. Preference shall be given to Pasig Residents, provided they are duly licensed and trained Security Guards.
- l. Security personnel to be posted shall also undergo;
 - Training/Seminar for Efficient garbage disposal and to reduce risk to health and well being
 - Public front liner courtesy seminar
 - GAD 101
 - And other pertinent training/seminar being required by the City.
- m. All Security personnel to be posted with the City Government shall wear the prescribed proper and complete uniform during the entire tour of duty as well as sash must be provided by the agency for special City Government activities and must comply with the following requirement prior to posting.

Security Guard's Uniform

- i. TopNavy Blue Long sleeves with necktie
- ii. BottomStandard long navy blue pants (for Male)
- iii. HeadgearStandard police cap
- iv. ShoesStandard black charol
- v. All pertinent accessories(Sash, name plate, etc.)

VII. MANPOWER REQUIREMENT

1. The Security Personnel to be assigned in the Security Site shall render twelve (12) hours work per day within a 24-hour period including Saturdays, Sundays, and Holidays of continuous and efficient security service in accordance with the Security Plan, provided that the Security Plan may be revised as the need arises subjects to the approval of the City. Provided, that in Specific Site with manpower loading and security time in/out, security guards must not render over seventy-two (72) hours posting per work week unless during emergencies only.
2. **At the start of each month, the Security Agency shall submit the list of qualified security guards and their deployment to the Office of General Services (OGS) and Public Safety Department (PSD).** It is agreed that in case of absences, Security Agency shall provide relievers who are equally competent and duly licensed security guards.
3. Regular replacement of security personnel (at least 50% of the total number of security personnel) must be effected **at least six (6) months**

to avoid overstaying, security breaches, biases, paternalism and establish political affiliation with the City Official and employees.

4. Further, regular-reshuffle of security guards one post to another must likewise be effected quarterly to forestall familiarity with the employees and the areas being security in order to strictly enforce standing policies rules and regulations of the City and other existing security protocols.
5. Considering the nature of work of the security guards that requires more physical agility and mobility to efficiently and effectively perform the assigned task within the twelve (12) hours duty, the Security Agency is advised not to deploy pregnant lady guard in order to avoid any untoward incident that might affect condition and/or miscarriage while on the tour of duty.

The Security Personnel to be assigned in the Security Site shall render the following duties and functions in accordance with their positions/designations, such as, but not limited to the following:

- 1. Detachment Commander** – The highest Security Officer of the Security Agency in the Security Site who has complete command or control over the detachment and sub detachments in order to comply with the provisions of the security services contract with the city:
 - a. Impose disciplinary action to the erring security guards and commend those showing impressive performance.
 - b. Conduct continuous assessment of the security situations and make recommendations to the client for the improvement of security system.
 - c. Conduct orientation on the newly assigned security guard/s to make them aware of the existing Policies, Rules and Regulations including do's and don'ts in the assigned area;
 - d. Conduct pre-posting formation (guard mounting) to all incoming security guards, check the attendance of security guards to be posted for a particular shift and in the event of lack of security guard/s due to absences and on-official leaves, replacement or substitute from the relievers should be made immediately;
 - e. Check the uniform of the incoming security guards. Only those who have complete clean, proper uniform and complete paraphernalia should be allowed to render duty;
 - f. Act as a channel of communication between his subordinates, the Security Agency, the City and with the other Law Enforcement Agencies;
 - g. Conduct weekly or monthly meeting to discuss problem and plans affecting security operations;

- h. Conduct investigation relative to the security problems in the premises;
 - i. Perform other functions / duties that may be required and/or be assigned by the City.
 - j. Shall submit daily manning schedule to GSO or OPS inspector upon demand.
2. **Assistant Detachment Commander** - The second highest Security Officer of the Security Agency in the Security Site. Most often his work hours are different from the detachment Commander to balance the supervision and control of the security guard force.
- a. Provide command and control of the security detachment and sub-detachments during his tour of duty;
 - b. Submit names of the erring security guard to the Detachment Commander of disciplinary action;
 - c. Conduct pre-posting formation (Guard mounting) to all incoming security guards
 - d. Check the attendance of the security guards to be posted in a particular shift and in the event of lack security guard/s due to absences and on-official leaves, replacement or substitute from the relievers should be made immediately;
 - e. Check the uniform of the incoming security guards. Only those who have complete clean, proper uniform and complete paraphernalia should be allowed to render duty;
 - f. Conduct orientation on the newly assigned security guard/s to make them aware of the existing Policies, Rules and Regulations including do's and don'ts in the assigned area;
 - g. Conduct continuous assessment of the security situation and make recommendations to the Detachment Commander for the improvement of the security system;
 - h. Conduct investigation relative to the security problem/s in the premises.
 - i. Perform other functions/ duties that may be given to him by the Detachment Commander and/or as may be required by the City.
 - j. Submit report to the Detachment/ Security Officer any incident that happened during the tour of duty.
3. **Shift-in Charge (SIC)** - the third highest officer that runs the detachment. Most often, he works at the same shift with the detachment or the assistant detachment commander when the work schedule is divided into two shifts, however when the work hours are divided into three shifts, he takes one shift (most common is the

middle shift) and performs as overall head of security guards during his assigned shift.

- a. In the absence of the detachment commander and/or the assistant detachment commander, he serves as the overall head of the security detachment;
- b. Submit the names of the erring security guards to the detachment or assistant detachment commander;
- c. Conducts proper deployment of security guards to their assigned areas;
- d. Helps and assists other security guards who encounter problems and difficulties while in the performance of their duties.
- e. Monitors and inspect all posted security guards to ensure that they are on their respective posts and doing an area inspection;
- f. Reports to the detachment commander or assistant detachment commander any untoward incident while doing an area inspection;
- g. Submit daily accomplishment report to the assistant detachment commander/detachment commander;
- h. Makes written report of the entire incident that has transpired during his tour of duty and informs his detachment and assistant detachment commander of the incident the way it transpired.
- i. Perform other functions/duties that may be given to him by the Detachment Commander and/or as may be required by the City.

4. **Roving Guard** - a security guard who works without a fixed post or specific area of confinement.

- a. Conduct roving inspection around the installation, report thru radio any untoward situations, incidents to his immediate Security Officer during his tour of duty;
- b. Acts reliever to his co-guards who are attending to their personal necessities (ie. Break time, going to comfort rooms, etc);
- c. Assist his co-guards in checking incoming and outgoing deliveries, packages and supplies, especially when they are too busy handling such things and the workloads are too heavy for them;
- d. Assist in checking the baggage of incoming and outgoing visitors during the peak office hours wherein lot of people are passing through the gate entrances;
- e. Observe the movement of people inside the building and premises of the Client and report presence of suspicious looking individuals and baggage, boxes packages etc. inside the premises.

- f. Present outsider/people without official business from littering and loitering within the City's premises especially ambulant vendors from going in and passing through the offices;
- g. After office hours, examine/check different offices, rooms including panel/power rooms, machine rooms and utility rooms to see if the same are properly locked;
- h. Report left unattended lights, faucets and other electrical appliances, computer units, that have been left functioning and or operational by the employees as well as unlocked doors and windows and report such incidents to the immediate superior /office for recording and reporting to the City;
- i. Perform other functions/duties as may be required and/or by the City;
- j. Submit report to the Detachment Commander/Security Officer any incident that happened during the tour of duty.

5. Lobby or Information Guard - is a security personnel assigned at the main entrance/exit of an installation or a building with the following functions and responsibilities;

- a. Follow standard operating procedures (SOP) in dealing with the employees and transacting public;
- b. Require person and other visitors with firearms to deposit it to the proper authority or to him/her in exchange of a Firearms Depository Slip/Receipt and follow Standard Operating Procedures (SOP) in proper turn over, handling and safekeeping of firearms;
- c. Check hand carried bags, packages and other boxes being brought in and out of the building;
- d. Check thoroughly the Gate Pass of incoming and outgoing properties, supplies and deliveries and prevent government properties to be brought out of the building without proper clearance /approved Gate Pass, if in doubt with the signatories of the same; verify it with originating office before letting it out;
- e. Direct people asking questing about the whereabouts of the offices without living the assigned post;
- f. Prevent anyone from living things, like boxes, bundles, and any materials from his post to avoid congestion and claim of losses;
- g. Check thoroughly the Gate Pass of incoming and outgoing properties, supplies and deliveries and prevent Government properties to be brought out of the installation without

proper clearance/approved Gate Pass, if in doubt with the signatories of the clearance/Gate Pass, verify it with the originating office before letting out;

- h. Monitor private maintenance, utility, repairmen, delivery and construction workers that at all time they should comply with the wearing of proper company identification card, as well as Company Uniform and Personnel Protective Equipment (PPEs) for safety and security reasons while doing construction, maintenance, and other repair works within the City's compound;
- i. Prevent entry of illegal vendors, solicitations, product demonstrations and other persons without proper authority from the concerned office;
- j. Report any untoward incident to the immediate superior that happened during the tour of duty;
- k. Perform other functions/duties as may be required and/or be assigned by the Detachment Commander, Asst. Detachment Commander and/or by the city.

6. Floor/Building Roving Guard – is a security guard assigned in every floor of the City Buildings with the following functions and responsibilities:

- a. Observe and monitor the movement of visitors and employees inside the floor or offices being guarded and report to immediate security officer any person who in his plain views is suspected committing a crime, packages, and boxes and the like, hand carried by those entering the premises within his OAR;
- b. Prevent or prohibit people from loitering and entering into restricted areas;
- c. Secure offices located in the assigned floor against theft, illegal entry, destruction, vandalism and other forms of unlawful acts;
- d. Allow transfer of properties in his area only when there is a proper and approved Gate Pass issued, record the item, its brand, its series and property numbers to where it came from and where it will be going to;
- e. Conduct inspection within the area assigned every hour;
- f. Record name of employees overtime as well as their time of arrival and departure;
- g. Record name of the first and last persons seen in the offices being guarded;

- h. Monitor and/or prevent suspicious looking people to enter the offices being guarded;
 - i. Report name/s of the City owned properties such as destroyed door locks/knobs, broken glasses, etc. to the immediate Security Officer for preparation of incident report to be transmitted the concerned office of the City Government;
 - j. Conduct frequent inspections in sensitive areas of the floors such as panel rooms, comfort rooms, utility rooms, machine rooms etc. to prevent lawless elements from staging destructions to the building;
 - k. Direct and guide people to the Emergency exits and stairways in case of fire, earthquake and similar forms of disasters or emergencies;
 - l. Submit report to Detachment Commander/Security Officer any incident that happened during tour of duty;
 - m. Perform other functions/duties as may be required and/or be assigned by the Detachment Commander, Asst. Detachment Commander and/or by the City.
7. **Gate Guard** – is a security guard assigned at the external part of the installation most often found in entrance and exit gates of the compound.
- a. Politely check all incoming personnel, either pedestrian or riding in a vehicle;
 - b. Deny entry of people who have no business inside the installation;
 - c. Conduct vehicle inspection by using under chassis mirror to ensure that no explosive or destructive device be brought inside the premises being guarded;
 - d. Record the type of vehicle of the motorists, date/ time of entry, and the plate number;
 - e. Issue car pass in exchange of motorist proper identification card and release the said identification card after the surrender of the car pass;
 - f. Conduct search inspection to outgoing vehicles to ensure that no Government properties will be brought outside the installation without proper authorization or approve Gate pass;
 - g. Prevent drunk or intoxicated person from entering the premises during and after office hours; prevent employees from bringing out government properties, public documents and other

materials without any proper authorization or approve Gate Pass;

- h. Submit report to the Detachment Commander/Security Officer any incident that happened during the tour of duty;
- i. Perform other functions/Duties as may be required and/or be assigned by the Detachment Commander, Asst. Detachment Commander and/ or by the City.

8. **Parking Guard** – is a security guard posted at the parking area of the establishment/compound of the City.

- a. Reserve parking space/slot allotted for the officials of the City and prevent other motorist from parking thereat;
- b. Record time of arrival and departure of the official, the type of service vehicle being used and its plate number;
- c. Assist traffic to facilitate the smooth move in, move out and flow of the vehicles at the parking area;
- d. Protect parked vehicles from theft and carnappers;
- e. Report vehicular accident that happened during the entire tour of duty to the detachment Commander or immediate superior/officer in order to make the necessary action by means of asking the assistance of Traffic Enforcers or nearest police detachment/station;
- f. Prevent motorists involved in car accident in parking area from leaving or running away until proper investigation and/or settlement has already been made;
- g. Record the plate number and type of vehicles that were parked inside the City's premises with his AOR and turnover the same to the incoming co-guard for monitoring and record purposes;
- h. Submit report to the Detachment Commander of the Incident that happened during the tour of duty;
- i. Perform other functions/duties as may be required and/or be assigned by the Detachment Commander, Asst. Detachment Commander and/or by the City.

9. **CCTV and Radio Base Operator** – a security guard who is trained and license to operate electronic security system as defined on IRR of RA 5487.

- a. Monitor and record all video coverage of the system;
- b. Call the attention of the posted security guard in case of any incident in his/her area of responsibility for immediate and/or appropriate action;

- c. Regular inspection of installed CCTV cameras and ensure that the system is operating 24/7 and report immediately in case of malfunction or technical trouble;
- d. Filling and saving of records for future reference;
- e. All activities related to CCTV operations.

VIII. SECURITY AGENCY'S DUTIES AND RESPONSIBILITIES

- A. The Security Agency must submit to the Office of the General Services (OGS) and Public Safety Department (PSD) copies of the following security personnel's documents for verification, evaluation and record purposes;
 - 1. PDS/Bio-data with latest 2x2 colored ID Picture
 - 2. Valid Security License issued by PNP SOSIA
 - 3. Result of Neuro-Psychological Test
 - 4. Result of Drug Test
 - 5. Result of Medical Clearance
 - 6. NBI/Police Clearance
 - 7. Barangay Clearance
 - 8. Detail Order/Mission Order
 - 9. Valid Employment Contract
 - 10. Mandatory Insurance Coverage
 - 11. TIN and SSS Number
 - 12. Authentic Birth Certificate
 - 13. Relevant Training and Seminar Certificates
 - 14. Transcript of Records and Other School credentials
- B. Security Agency shall provide adequate and responsible supervision over its security personnel and shall assume full responsibility of their proper and efficient performance;
- C. Security Agency shall be solely and exclusively responsible for any act of omission of all its security personnel during their assigned duty/tour of duty;
- D. Security Agency shall discipline the security personnel and the administration shall confirm to existing laws and implementing rules and regulations;
- E. Security Agency shall assume full responsibility for any loss or damages due to theft pilferage, robbery, sabotage and any form of trespass;
- F. Security Agency shall guarantee absolute no-occurrence of any form of mass action protest, mass leaves, or strike by its security personnel with the City's premises;
- G. Security Agency shall ensure that the Security Agency's vehicles are in good running condition, with available gas and licensed driver/guard for the purpose of monitoring the City's installation / facilities under their

AOR during emergencies/disaster and/or when to be utilized by the City Government Security Inspectorate Unit in conducting inspection within and outside Clusters I, II, III;

- H. Security Agency shall provide security guard/drivers with professional driver's license and permit to carry firearms outside the premises to drive Security Agency's service vehicles;
- I. Security Agency shall not allow any of its security personnel from fixing activities during and after their tour of duty;
- J. Security Agency in its initiative may also have the security personnel change and/or replace subject to approval by the City through the OGS and PSD. Security Agency shall not replace security personnel without proper clearance from the Chief, OGS and PSD;
- K. Security Agency warrants that only the designated area assigned by the City Administrator shall be used as:
 - a. Security Office;
 - b. CCTV and Radio Base Control Program; and
 - c. Security Personnel Locker Area
- L. Security Agency shall provide on its own expense round the clock supervision and additional services such as routine inspection of the security personnel's service, investigation of irregularities and other special services with the express understanding and agreement that such additional service shall in no way interfere with the affairs, operation and activities of the security site;
- M. Security Agency shall conduct at no extra cost to the City and upon the latter's request, an update security survey of the security and risk assessment of the Security Site and recommended measures to improve the security systems and procedures;
- N. Security Agency shall conduct at its own expense continuous training and programs (to include office decorum, courtesy, honesty) which may or may not be in coordination with the OGS and PSD for its assigned security personnel as required;
- O. Security Agency shall provide investigators without additional service fees or charges to investigate any incident affecting security of the Security Site, and shall act as security consultant to the City. It shall also provide at its own expense, facilities for investigation and solution of the security cases;
- P. Security Agency must maintain a sufficient number of security personnel in reserve (10% of the total deployment) for deployment with specific functions such as responding to special events security, anti-government rallies, auxiliary forces in cases of disasters such as flooding, earthquakes, fires and other similar matters to be headed/led by Special Events/Emergency Response Team.

- Q. Security Agency shall pay all statutory obligations prescribed by the law to concerned government agencies including all applicable taxes, fees, and charges;
- R. Security Agency shall issue undertakings/certification stating that security personnel to be posted are in good morale standing and has not committed any grave offense in their previous post assignment; and
- S. Security Agency shall strictly implement the existing City's Housekeeping Rules and Regulations and other existing Policies and Guidelines.
- T. Security Agency must formulate and submit Key Performance Indicators (KPI"s)
- U. Security Agency must comply among others with
 1. DOLE Department Order No. 150 entitled "*DEPARTMENT ORDER NO. 150, SERIES OF 2016: REVISED GUIDELINES GOVERNING THE EMPLOYMENT AND WORKING CONDITIONS OF SECURITY GUARDS AND OTHER PRIVATE SECURITY PERSONNEL IN THE PRIVATE SECURITY INDUSTRY*"
 2. RA 11917 known as "**THE PRIVATE SECURITY SERVICES INDUSTRY ACT**" upon effectivity of its IRR
 3. Other pertinent laws relating to private security agencies.

IX. SECURITY AGENCY'S LIABILITIES

1. Security Agency shall indemnify and keep indemnified the City against all losses and claims for injuries or damage to any person or property whatsoever which may arise or consequence of the performance of this agreement and against all claims, demands, proceedings, damages, cost, charges, and expenses whatsoever in respect of or in relation thereto;
2. Security Agency shall assume full responsibility for any loss or damage to the City owned properties covered by this agreement except losses or damages caused by fortuitous event or force majeure. Agency shall pay the value of the property lost or damaged no later than fifteen (15) days from notice. Any dispute concerning question of fact as to the cause of damage or loss shall be determined by a joint investigation to be conducted by the OGS and PSD's representative and Security Agency's investigator. In the course of the investigation, they may seek assistance of any government law enforcement for investigation agency whose report shall be submitted to the OGS and PSD for final decision;
3. Security Agency shall report in writing to the OGS and PSD all incidents involving pilferage, theft, robbery, arson, sabotage, or

attempts thereof, loss or damages to City's properties, supplies and utilities, disorderly or drunken behavior or similar acts of any person inside the Security Site like gambling and similar unlawful acts;

4. Security Agency shall assume full responsibility and liability in the performance of the security personnel of the detachment as well as for any act or omission of said security personnel within the Security Site. The City shall be released from any and all liabilities to third parties resulting from any act, omission, or neglect of the security personnel;
5. Security Agency agrees that the City shall be free from liability to any security personnel out of or by reason of their employment under this agreement or under any existing law or laws may hereafter enacted;
6. Security Agency agrees to implement issuance/policies dully issued by the City and/or OGS and PSD copies of which to be furnished the security agency to the extent where the work or the assistance of Security Agency is considered necessary;
7. Security Agency shall ensure the City that the Security personnel on duty will observe proper decorum and grooming including the wearing of complete uniform and that no security Personnel will stay in the security site without official business or clearance from the Chief, OGS and PSD after his tour of duty;
8. The security personnel deployed under this agreement shall not be considered employees of the City but as employees of the Security Agency, for purpose of implementing the laws on labor and employment;
9. The Security Agency shall remit monthly SSS, Pag-ibig, and Philhealth contributions/premiums deducted from the salary of security personnel and employees on time;
10. Security Agency shall complete all the Technical Requirements stated in the TOR such as Transportation, Communication Equipment, Firearms, and other Security Equipment prior to the first billing; (not later than 30 days) and
11. The Security Agency shall not be allowed to use electrical equipment or appliances such as refrigerator, television, electric stove, etc. that are not included in the contract, otherwise, the Security Agency shall be billed for the corresponding electrical consumption.

X. PENALTIES FOR OFFENSE OR VIOLATION OF THE RULES

The City through OGS and PSD shall impose Security Agency penalties for offenses or violation committed by Security Agency

and Security Personnel listed below, without prejudice to penalties as may be imposed the Director General of the Philippine National Police (PNP) as prescribed under RA 5487 (RA 11917 when effected), as amended, and to the disciplinary sanctions that may be imposed on the individual erring security personnel by the City through the OGS and PSD.

a. VIOLATION/OFFENSE:

1. Light Offense committed by private security agency or company shall include but not limited to:
 - i. Late or failure to maintain and/or submit records/report;
 - ii. Posting security personnel not covered by written contract; and
 - iii. Other similar offense pursuant to existing laws, rules, and regulations.
2. Less Grave Offense committed by private security agency or company shall include but not limited to:
 - i. Ordering its posted security personnel to conduct illegal search;
 - ii. Posting unlicensed security for duty;
 - iii. Posted personnel not wearing the prescribed uniform;
 - iv. Other similar offenses pursuant to the existing laws, rules, and regulations.
3. Grave Offense committed by private security agency or company shall include but not limited to:
 - i. Allowing the set of unlicensed firearms personally owned by a security guard or other person or entity than that of the private security agency having jurisdiction of the place being secured;
 - ii. Issuing unlicensed firearm to guards;
 - iii. Violation on the prohibition of "Kabit System";
 - iv. Abuse or acting beyond the scope of authority;
 - v. Use and/or employment of security guard for purposes of committing threats, intimidations, coercion or any other crime/offenses, including show of force;
 - vi. Violation of Sec. 3A and 3C of Rule C; and
 - vii. Other similar offense pursuant to existing laws, rules, and regulations.

4. PENALTY:

- a. For Light Offense committed by private security agency or company:

NO. OF OFFENSE	PENALTY
1 st Offense	5,000
2 nd Offense	10,000
3 rd Offense	15,000 or Cancellation/Revocation of License to Operate (LTO) or both

b. For Less Grave Offense committed by private security agency or company:

NO. OF OFFENSE	PENALTY
1 st Offense	10,000
2 nd Offense	20,000
3 rd Offense	30,000 or Cancellation/Revocation of License to Operate (LTO) or both

c. For Grave Offense committed by private security agency or company:

NO. OF OFFENSE	PENALTY
1 st Offense	50,000
2 nd Offense	Cancellation/Revocation of License to Operate (LTO)

The City through the OGS and PSD shall impose other penalties for violations of this agreement committed by the Security Agency. Offenses/violations are listed below:

VIOLATION	PENALTY
1. Security Agency provided a vehicle but not in accordance with the contract	Deduction from billing of Php 500.00 per vehicle per day
2. Security Agency's vehicle is unserviceable	Deduction from billing of Php 500.00 per day
3. Security Agency failed to provide the required number of radio/communication equipment as per required in the contract	Deduction from the billing of Php 500.00 per lacking radio communication equipment per day
4. Security Agency's handheld radio is defective	Deduction from the billing of Php 500.00 per defective handheld radio per day
5. Security Agency's radio base is defective or non-operational	Deduction from the billing of Php 1,000.00 per day

6. Security Agency's failure to provide the required number of firearms according to the contract	Deduction from the billing of Php 500.00 per firearm per day
7. Security Agency issued firearms of lower caliber than the required in the contract	Deduction from the billing of Php 500.00 per lower caliber per day
8. Security Agency's failure to provide other equipment such as under chassis, metal detector, stun gun devices, and others as stated in the TOR	Deduction from the billing of Php 500.00 per lacking other equipment per day
9. Security Agency failure to provide qualified relievers resulting to straight duty (24 hrs) of security guard	Deduction from the billing of Php 500.00 per straight duty

C. VIOLATION/OFFENSE:

1. Light Offense committed by private security guard shall include but not limited to:
 - a. Those related to uniforms except those falling under paragraph c(1) hereunder;
 - b. Use of profane language;
 - c. Acts of discourteousness;
 - d. Failure to notify/call the nearest PNP station in case of disorders, riots, or strikes and other emergency case;
 - e. Late or failure to maintain and/or submit records/reports;
 - f. Violation of Section 1 Rule X of these rules and regulations otherwise not specifically falling under this paragraphs b and c of this rule; and all acts prejudicial good conduct, behavior, morals, and similar acts, pursuant to existing laws, rules, and regulations.
2. Less Grave Offense committed by private security guard shall include but not limited to:
 - a) Not having in possession his/her license to exercise profession, duty detail order, and/or firearms license (when carrying firearms), performing private security service;
 - b) Use of uniform not appropriate for one's rank position;

- c) Leaving his post without being properly relieved, thus, exposing the lives and properties he is supposed to protect from danger;
 - d) Indiscriminate firing of firearms not in connection with the performance of duty; and
 - e) Other similar offenses pursuant to existing laws, rules, and regulations.
3. Grave Offense committed by private security guard shall include but not limited to:
- a) Using uniform other than that of prescribed under this rule;
 - b) Using personally owned or unlicensed firearm during tour of duty;
 - c) Allowing the use/lending issued firearms to unauthorized persons;
 - d) Assisting, abetting, or protecting criminals during tour of off-duty;
 - e) Providing confidential information to unauthorized persons;
 - f) Refusal to provide information to authorized persons;
 - g) Illegal search;
 - h) Taking alcoholic beverages or being drunk while on guard duty;
 - i) Abuse or acting beyond the scope of authority;
 - j) Misrepresentation in the submission of documents for renewal of license; and
 - k) Other similar offense pursuant to existing laws, rules, and regulations.
 - 1. Fake License – A document issued by and/or secured from sources other than SAGSD/PNPSOSIA.
 - 2. PENALTY: For License Security Personnel – In accordance Section 4, Rule XVIII, Part 2 of the IRR of RA 5487:

OFFENSE	PENALTY
Light Offense	One (1) to thirty (30) days suspension or a fine ranging from one hundred pesos to five hundred pesos maximum (P100.00-P500.00) or both
Less Grave Offense	One month and one day to six months suspension or a fine ranging from five hundred pesos minimum to one thousand pesos minimum (P500.00-P1000.00) or both

Grave Offense	Six (6) months and one (1) day to one (1) year suspension or fine ranging from ten thousand (P10,000.00) pesos minimum to fifty thousand (P50,000.00) or both, and/or cancellation of license/permit
---------------	--

Other Security Guard's Violation:

VIOLATION	PENALTY
1. Found sleeping on post while on duty	Deduction from the billing of Php 1,000.00 per offense, return to unit/agency (RTU) of the Security Guard on the 3 rd offense
2. Abandoning his/her post	Deduction from the billing of Php 1,000.00 per offense, return to unit/agency (RTU) of the Security Guard on the 3 rd offense
3. Playing his service firearms	Deduction from the billing of Php 1,000.00 per offense, return to unit/agency (RTU) of the Security Guard on the 2 nd offense
4. Found smoking while on duty	Deduction from the billing of Php 500.00 per violation
5. Found reading newspaper, unofficial reading materials and using cellphone while on duty	Deduction from the billing of Php 500.00 per violation
6. Improper use of radio communication such as unnecessary, rude and unofficial messages	Deduction from the billing of Php 500.00 per violation
7. Other miscellaneous violations committed by security guard such as all related to uniform (rolled sleeve, not wearing headgear, no agency ID, charol shoes) and personal grooming (long hair and unshaved mustache)	Deduction from the billing of Php 500.00 per violation

XI. CITY'S DUTIES AND RESPONSIBILITIES

1. The City Government thru the OGS and PSD shall monitor the performance of the security personnel of the Security Agency and reserves the right to replace any security personnel of the Security Agency and reserves the right to replace any security guard/s who found to be lacking in discipline, inefficient or for negligence in the performance of duty.

2. To ensure that the security services will be effectively and efficiently delivered, to the City's advantage, the Security Agency, thru the Detachment Commander, shall submit to the OGS and PSD the hereunder several monitoring and security measures for evaluation purposes;
 - i. Daily and Night Activity Report
 - ii. Security Evaluation Report
 - iii. Daily Guard Detail
 - iv. Disciplinary Actions
 - v. Reshuffling of Security Personnel
 - vi. Security Evaluation and Performance
 - vii. Detachment Weekly Report (DWR) to be submitted by the Detachment Commander to the OGS and PSD.

3. The City through the OGS and PSD upon written representation, may, at any time, demand the conduct replacement of any security personnel whose work is believed to be below standard, unsatisfactory or is prejudicial to the interest of the City Government as determined by the OGS and PSD. The Judgment of the OGS and PSD on such matter shall be final and should Security Agency refuses, the former may consider the same as valid cause for termination to the BAC.

4. The City, through OGS and PSD, in its desires to install discipline, improve performance, and professionalism among the security personnel, shall formulate and implement a system for non-monetary rewards (Commendation).

5. The City, through the OGS and PSD, shall require random Psychological and Drug test to all security guards at the Security Agency's and/or security personnel's expense to ensure that the Agency's security guards are physically and mentally fit, and not a drug dependent.

XII. CONTRACT DURATION

1. The duration of the contract to be bid, will be for two (2) years; though the Approved Budget for the Contract (ABC) as posted will be for the first year only from the acceptance of the Notice to Proceed (NTP).
2. During the contract duration, OGS and PSD shall conduct an assessment or evaluation of the performance of the Security Agency based on the given criteria.
3. The Security Agency shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. The performance criteria shall include, among others, the following:
 - i. Quality of service delivered;
 - ii. Time management
 - iii. Time management and suitability of personnel
 - iv. Contract administration; and
 - v. Provision of regular process report.
4. Before end of each year, the End-user Units of the City Government shall conduct an assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria above stated. Contract Extension shall be based on Performance Evaluation.

XIII. TERMS AND CONDITIONS OF PAYMENT

1. Bid prices for a duration of two (2) years shall be fixed and shall not be adjusted during contract implementation, except for the following:
 - a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding,
 - b. Increase in taxes, government contributions; and
 - c. If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of security personnel the resulting cost of said increase or decrease.
2. Payment shall be based on actual services rendered by Security Agency. Monitoring shall be made by the OGS and PSD in order to ensure the efficient performance of security guards. Penalties for violations made by security guards and security agency shall be deducted from the monthly billing of the Security Agency.
3. The City shall pay the Security Agency based on the latter's actual performance of the services under the contract and bid specifications taking into consideration the number of security guards posted,

contract rate per month and the deductions for penalties committed and other charges, of any, for that particular month. It shall be within forty-five (45) days upon the submission of the following documents, provided, however, the submitted documents are checked by the Client and found free from error or mistakes. All payment shall be subject to accounting and auditing rules:

- a. Statement of Account (billing) – to be submitted by Security Agency to OGS and PSD twice a month (15th and 30th) for the preparation of disbursement voucher.
- b. Daily Time Record – to be submitted along with the Statement of Account duly signed by the security guards and his officer.
- c. Summary of Daily Time Records – to be submitted also signed by the security guards, security officer, City Government Administrators/OIC of different post assignment of security guards, City Government Security Guards Inspector, OGS and PSD.
- d. Certification/Summary of Expenses/Request of Allotment – to be prepared by the Budget Office to be signed by the City General Services Officer.
- e. Certificate of Acceptance – to be prepared and signed by the City Government Administrators/OIC of different post assignment of security guards and the City General Services Officer in accordance to COA Circular 92-386.
- f. Disbursement Voucher – to be prepared by the Accounting Department, after all of the above requirements are complied with by the security agency to be signed by the City Government Officials for payment of security services to Security Agency.
- g. Security Agency and Security Guard's Violation Report Form – to be prepared and submitted by the City Government Security Guard Inspector for purposes of deduction (for violations committed by the security agency and the security guard) in the monthly billing of the Security Agency thru proper accounting and auditing procedures.

XIV. PENALTIES AND SANCTIONS

Based on the assessment of the City through the OGS and PSD, it may pre-terminate the contract for failure of the Security Agency to perform its obligations thereon following the procedure prescribed under the Guidelines of Termination of Contracts Annex I of the 2016 Revised IRR of R.A. 9184.

XV. CONTRACT IMPLEMENTATION

The City, through OGS and PSD, shall impose penalties for violations of this contract and for acts and omissions committed by the Security Agency and/or its security personnel and employees that are inimical to the interest of the City.

In case additional security personnel are needed, prior approval of the City Government is required based in the bid of the Security Agency per security personnel and based on the submitted bid rate.

The City Government may, without prejudice to other remedies against Security Agency, extrajudicially suspend, cancel, or terminate this Agreement upon thirty (30) day notice on any of the following grounds:

- When the security personnel has wilfully and intentionally or through negligence, caused death of, or has inflicted serious physical injury on any official, employee, or visitor within the City Premises while on official duty;
- When the security personnel has wilfully and intentionally, or through negligence, caused irreparable damage to the prestige or any interest of the City or substantial damage to or destruction of City's properties and equipment due to non-performance of his duties and responsibilities;
- When the Security Agency has violated other obligations required under this Agreement and refused to comply and/or remedy the violations within the reasonable period given by the City;
- When the Security Agency fails to pay the salaries of any security personnel for two (2) consecutive billing period without just cause;
- When the Security Agency fails to pay the mandatory government contribution in favor of its security personnel for two (2) months without just cause, or have failed in its obligations to any of its security guards based on the Security Agency's Agreement with the City, thus affecting the state of morale and efficiency of the entire security personnel;
- When the City finds agency has increased or decreased the number of security personnel without written approval of the City;
- In the event the Security Agency, on justifiable grounds, wishes to terminate the Agreement before its expiration, it shall notify the City at least thirty (30) days in advance failing which the City shall effect the forfeiture of the Performance Bond of the Agreement;
- The right of the City to hold the Security Agency liable for the damages shall be without prejudice to proceed against the bond and

to rescind this Agreement for violation of or non-compliance with any or other terms of the agreement, subject to five (5) days prior written notice to the agency;

XVI. VENUE OF ACTION

All disputes, claims, or questions which may arise out of this agreement shall be filed in the competent courts in Pasig City, at the option of the City, to the exclusion of all other courts.

Section VII. Technical Specifications

[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. 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.]

Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance <i>Bidders must state here either "Comply" or "Not Comply"</i>
Security Services with 12 hours day shift duty (6:00am to 6:00pm)	289	Qualification of security personnel to be posted must conform to the Revised Rules and Regulations, Rule III pursuant to Sec.17 of R.A. 5487	
Security Services with 12 hours night shift duty (6:00pm to 6:00am)	221	Qualification of security personnel to be posted must conform to the Revised Rules and Regulations, Rule III pursuant to Sec.17 of R.A. 5487	
Security Services with 12 hours day shift duty plus 25% hazard pay on basic pay (6:00am to 6:00pm)	16	Qualification of security personnel to be posted must conform to the Revised Rules and Regulations, Rule III pursuant to Sec.17 of R.A. 5487	

Security Services with 12 hours night shift duty plus 25% hazard pay on basic pay (6:00pm to 6:00am)	14	Qualification of security personnel to be posted must conform to the Revised Rules and Regulations, Rule III pursuant to Sec.17 of R.A. 5487	
Firearm 9mm	90 units	Functional and with load provisions	
Gauge Shotgun	10 units	Functional and with load provisions	
Radio Base	1 set	<i>UHF or VHF Repeater and NTC Registration</i>	
Handheld Radio	200 units	<i>UHF or VHF Repeater with caller IC and NTC Registration</i>	
Handheld Radio (for GSO/OPS Security Unit)	3 units	UHF or VHF Repeater with caller IC and NTC Registration	
Computer set for security office	3 units	With complete parts and accessories	
Cellphone for security officer's use	6 units	With load provisions	
Reserve Battery Pack	200 units	Functional	
4 wheeled vehicle	1 unit	AUV in good running condition and with gas allocation	
Motorcycle	5 units	150 cc (in good running condition) with complete accessories and crash helmet	
Mountain Bike	10 units	Good running condition and with crash helmet	
4 wheeled vehicle	1 unit	Ambulatory Unit (in good running condition) with minimum medical	

		equipment. Driver will be provided by the Security Agency and Medical Personnel from the City Government	
Body Cam	75 units	Input/Output port HDMI, USB 2.0, Headset, AV, Display 2 inch TFT-LCD High Resolution Color Display, Built-in storage system, microphone, speaker, laser pointer, night vision	
Anti-Riot Shield	20 units	Polycarbonate material, lightweight, impact-resistant, shield surface must be acids and fire resistant, shock absorbing rubber foam padding for forearm protection	
Anti-Riot Helmet	20 units	Polycarbonate shell and face shield material; compatible with gas mask and communication equipment, continuous coverage and protection for ear and neck area for mechanical shock risk and/or ballistic risk	
Night Stick/Baton	All SG	Standard Specifications	

I hereby commit to comply with all the above technical specifications. If the above mentioned requirements or items are incomplete or unavailable during post qualification, attached herewith is a certificate of undertaking to provide the complete requirement within 10 days from the NTP.

Name and Signature of Bidder

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 Certificate of Platinum Registration and Membership with additional caveat in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184 amended through GPPB Resolution No. 15-2021, provided that all of Class "A" eligibility documents submitted to PhilGEPS are maintained and updated;

Technical Documents

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

Financial Documents

- (h) 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

- (i) 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)

- (j) [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.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
- (l) Current Clearances issued by :
Department of Labor and Employment (DOLE)
National Labor Relations Commission (NLRC) and
PADPAO
- (m) Three (3) latest Monthly Disposition Report (MDR) submitted to PNPSOSIA

II. FINANCIAL COMPONENT ENVELOPE

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

Bidding Forms

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of agent Currency Commission or gratuity

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page _____ of _____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page _____ of _____

1	2	3	4	5	6	7	8	9
Item	Description	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 4+5+6+7)	Total Price delivered Final Destination (col 8) x (col 3)
1	Security Services with 12 hours day shift duty (6:00am to 6:00pm)	289						
2	Security Services with 12 hours night shift duty (6:00pm to 6:00am)	221						
3	Security Services with 12 hours day shift duty plus 25% hazard pay on basic pay (6:00am to 6:00pm)	16						
4	Security Services with 12 hours night shift duty plus 25% hazard pay on basic pay (6:00pm to 6:00am)	14						

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working

Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Republic of the Philippines
BIDS AND AWARDS COMMITTEE
City Government of Pasig

Name of Bidder : _____
Name of Contract : _____
Approved Budget Contract : _____
Bidding Date : _____

(Note: Checklist is to be filled up by the BAC only)

I. TECHNICAL COMPONENT ENVELOPE FOR THE PROCUREMENT OF GOODS AND SERVICES

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Certificate of Platinum Registration and Membership with additional caveat in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184 amended through GPPB Resolution No. 15-2021, provided that all of Class "A" eligibility documents submitted to PhilGEPS are maintained and updated;

Technical Documents

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

Financial Documents

- (h) 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

- (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR 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)

- (j) [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.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
- (l) Current Clearances issued by:
 Department of Labor and Employment (DOLE)
 National Labor Relations Commission (NLRC) and
 PADPAO
- (m) Three (3) latest Monthly Disposition Report (MDR) submitted to PNPSOSIA

NOTE: Any missing document/s on the above mentioned checklist is a ground for outright disqualification/rejection of the bid.

REMARKS: PASSED FAILED

ACKNOWLEDGMENT: (Please see above "note" Do not fill up/sign if documents are marked passed)
 This is to acknowledge receipt of the first and second envelopes which is being returned because of disqualification due to deficiencies and non-compliance with checklist therein.

 Signature over printed name/Representative of Bidder

 Date Received

CHECKED AND VERIFIED BY:	SIGNATURE:
<input type="checkbox"/> ATTY. JOSEPHINE C. LATI-BAGAOISAN Chairperson	_____
<input type="checkbox"/> ATTY. DIEGO LUIS S. SANTIAGO Vice Chairperson	_____
<input type="checkbox"/> ATTY. RAUL G. CORALDE Member	_____
<input type="checkbox"/> DR. EMMA M. SANCHEZ Member	_____
<input type="checkbox"/> DR. JEANNA V. PLES Member	_____
<input type="checkbox"/> ENGR. JOHNNY L. CALATA Member	_____
<input type="checkbox"/> MS. RUTH F. ROMANO Member	_____

Attested by:

ATTY. PONCE MIGUEL D. LOPEZ
 Officer in Charge, Procurement Management Office

**Republic of the Philippines
BIDS AND AWARDS COMMITTEE
City Government of Pasig**

Name of Bidder : _____
 Name of Contract : _____
 Approved Budget Contract: _____
 Bidding Date : _____

(Note: Checklist is to be filled up by the BAC only)

II. FINANCIAL COMPONENT ENVELOPE FOR THE PROCUREMENT OF GOODS AND SERVICES

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

NOTE:

Any missing document/s on the above mentioned checklist is a ground for outright disqualification/ rejection of the bid.

REMARKS: **PASSED** **FAILED**

ACKNOWLEDGMENT: (Please see above “note” Do not fill up/sign if documents are marked passed)
 This is to acknowledge receipt of the first and second envelopes which are being returned because of disqualification due to deficiencies and non-compliance with checklist therein.

Signature over printed name/Representative of Bidder _____ Date Received _____

CHECKED AND VERIFIED BY:	SIGNATURE:
<input type="checkbox"/> ATTY. JOSEPHINE C. LATI-BAGAOISAN Chairperson	_____
<input type="checkbox"/> ATTY. DIEGO LUIS S. SANTIAGO Vice Chairperson	_____
<input type="checkbox"/> DR. JEANNA V. PLES Member	_____
<input type="checkbox"/> MS RUTH F. ROMANO Member	_____
<input type="checkbox"/> ENGR. JHONNY L. CALATA Member	_____
<input type="checkbox"/> ATTY. RAUL G. CORALDE Member	_____
<input type="checkbox"/> DR. EMMA MEJIA-SANCHEZ Member	_____

Attested by:

ATTY. PONCE MIGUEL D. LOPEZ
 Officer in Charge, Procurement Management Office

NFCC COMPUTATION FOR ELIGIBILITY CHECK

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

	Year 20____
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Net Worth(1-3)	
6. Net Working Capital(2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

The Bidder shall attach the AFS to the NFCC Computation for Eligibility Check Form.

NFCC=P _____

Submitted by:

Name of Supplier/Distributor/Manufacturer:

Signature of Authorized Representative:

Date:

STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT

Business Name: _____

Business Address: _____

Name of the Contract	Date of the Contract	Contract Period	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Amount of Contract	Date of Delivery (Please indicate actual date of delivery)

NOTE:

This statement shall be supported with:

- 1. Certificate of Completion or End-user's acceptance; or***
- 2. Official receipt(s); or***
- 3. Sales invoice.***

For purposes of post-qualification, bidders are required to attach the entire set of the Contract, Purchase Order or Memorandum of Agreement, Notice of Award and Notice to Proceed to the Statement Identifying the SLCC.

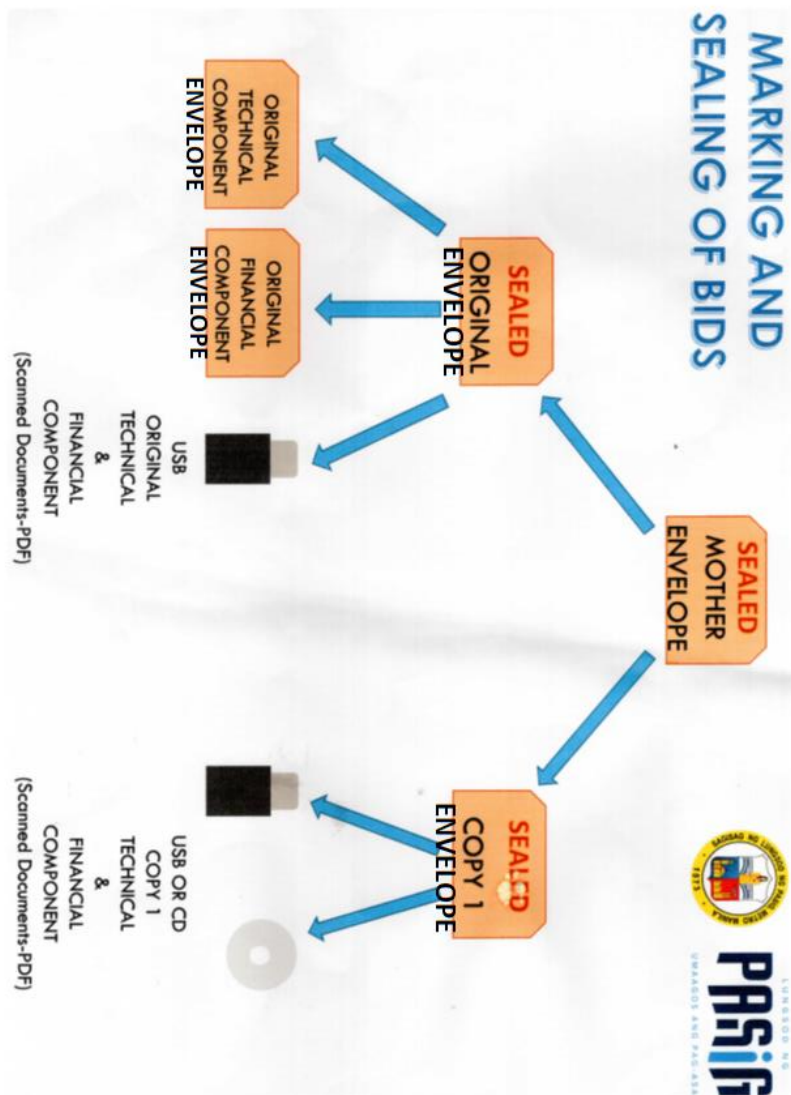
STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

Business Name: _____

Business Address: _____

Name of the Contract	Date of the Contract	Contract Period	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Date of Delivery (Please indicate estimated date of delivery)	Amount of Contract	Value of Outstanding Contracts
Government Contracts:								
Private Contracts:								
Total								

Submitted by: _____



annex "A"

