



Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number 9200780
Procuring Entity DEPARTMENT OF TRADE AND INDUSTRY - REGION IV-A
Title Security Services for DTI IV-A Regional and Provincial Office for CY 2023 (1 Lot)(Early Procurement Activity - Short of Award)

Area of Delivery

Solicitation Number:	ITB-22-0009	Status	Active
Trade Agreement:	Implementing Rules and Regulations	Associated Components	17
Procurement Mode:	Public Bidding	Bid Supplements	0
Classification:	Goods - General Support Services	Document Request List	0
Category:	Security Services	Date Published	08/11/2022
Approved Budget for the Contract:	PHP 2,539,500.00	Last Updated / Time	08/11/2022 00:00 AM
Delivery Period:	1 Year/s	Closing Date / Time	28/11/2022 08:30 AM
Client Agency:			
Contact Person:	Harvin Bob P. Puno AO III, Supply Officer 3rd Floor, Marcelita Bldg, Brgy Real, Calamba City Laguna Philippines 4027 63-49-5457571 63-49-5457573 harvinbobpuno@dti.gov.ph		

Description

Invitation to Bid for Security Services for DTI IV-A Regional and Provincial Offices for CY 2023 (1 Lot)
(Early Procurement Activity – Short of Award)

1. The Department of Trade and Industry Region IV-A, through the National Expenditure Program FY 2022 intends to apply the sum of Two Million Five Hundred Thirty-Nine Thousand Five Hundred Pesos (Php 2,539,500.00) being the ABC to payments under the contract for Security Services for DTI IV-A Regional and Provincial Offices for CY 2023 (1 Lot) (Early Procurement Activity – Short of Award) (Bidding No.: 9200780). Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Department of Trade and Industry Region IV-A now invites bids for the above Procurement Project. Delivery of the Goods is required to be completed within the indicated delivery schedule from receipt of Notice to Proceed and Purchase Order. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non- discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from Department of Trade and Industry Region IV-A and inspect the Bidding Documents at the address given below during Monday to Friday except holidays, 8:00 AM to 5:00 PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on November 8, 2022 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 Two Thousand Five Hundred Thirty-Nine Pesos and Fifty Centavos (Php 2,539.50). The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the hard copy or electronic copy of the official receipt.

6. The Department of Trade and Industry Region IV-A will hold a Pre-Bid Conference on November 15, 2022, 8:30 AM through video conferencing via Zoom, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before November 28, 2022, 8:30 AM. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

9. Bid opening shall be on November 28, 2022, 9:00 AM at the given address below and via Zoom video conferencing. Bids will be opened in the presence of the bidders' authorized representatives who choose to attend the activity.

10. The Department of Trade and Industry Region IV-A reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Josephine G. Luistro
Head Secretariat
Bids and Awards Committee
Department of Trade and Industry Region IV-A
3/F Marcelita Building, National Highway,
Brgy. Real, Calamba City, Laguna 4027
Contact No.: 0917-503-5349
Email: JosephineLuistro@dti.gov.ph cc: IdyNellTayobong@dti.gov.ph
Website: www.dti.gov.ph

12. You may visit the following websites:

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

November 08, 2022

REVELYN A. CORTEZ
BAC Chairperson
DTI Region IV-A – Bids and Awards Committee

Pre-bid Conference

Date	Time	Venue
15/11/2022	8:30:00 AM	The Department of Trade and Industry Region IV-A will hold a Pre-Bid Conference through video conferencing via Zoom, which shall be open to all interested bidders. For invitation, please email our BAC Secretariat: IdyNellTayobong@dti.gov.ph, HarvinBobPuno

Created by Harvin Bob P. Puno

Date Created 07/11/2022

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PURCHASE REQUEST

Entity Name: **DEPARTMENT OF TRADE AND INDUSTRY REGION IV-A**

Fund Cluster: _____

Office/Section : RO/PO		PR No.: 2022-11-0169 Responsibility Center Code : _____		Date: November 7, 2022	
Stock/ Property No.	Unit	Item Description	Quantity	Unit Cost	Total Cost
	lot	Security Services for DTI IV-A Regional and Provincial Offices	1	2,539,500.00	2,539,500.00
		I. Rationale			
		The DTI Region IV-A intends to hire the services of a security agency to protect its employees and clients, physical area, materials, equipment, and financial assets.			
		II. Scope and Coverage			
		The engagement shall be for the provision of continuous security measures by eight (8) security guards who shall be assigned in respective DTI Offices in CALABARZON Region.			
		The security services are needed for the protection and securing of properties of the DTI Region IV-A from theft, robbery, arson, destruction or damage as well as protecting its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through enforcement and implementation of plans, policies, rules and regulations relative to security and safety.			
		III. Duration of Agreement			
		The Service Agreement shall be effective on January 1- December 31, 2023.			
		IV. Approved Budget for the Contract (ABC)			
		The ABC is Two Million Five Hundred Thirty-Nine Thousand Five Hundred Pesos (Php 2,539,500.00), inclusive of all applicable taxes and service charges. The bid amount of interested bidders must not exceed the ABC of respective DTI Offices and must be based on regular working days and computation of salaries and benefits as prescribed by relevant government agencies and associations recognized by the PNP-CSG-SOSIA.			
		• DTI IV-A Regional Office - Php 648,000.00			
		• DTI Cavite Provincial Office - Php 273,000.00			
		• DTI Laguna Provincial Office - Php 224,000.00			
		• DTI Batangas Provincial Office - Php 823,500.00			
		• DTI Rizal Provincial Office - Php 298,000.00			
		• DTI Quezon Provincial Office - Php 273,000.00			
		Total: Php 2,539,500.00			
		V. Qualification Requirements of the Service Provider			
		The Service Provider shall have the necessary experience and expertise in providing security services. For this purpose, the Service Provider must submit, as part of the legal, technical, and financial requirements, the following documents:			
		1. Certificate of Membership issued by the Philippine Association of Detective and Protective Agency Operations, Inc. (PADPAO) or other associations recognized by the PNP-CSG-SOSIA, and License to Operate issued by the latter;			
		2. Certificate of pending or no pending labor standards violation case/s issued by the National Labor Relations Commission (NLRC) within six (6) months from date of issuance and Certification issued by the Department of Labor and Employment (DOLE)			

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Stock/ Property No.	Unit	Item Description	Quantity	Unit Cost	Total Cost
		3. Certificate of Registration from Social Security System (SSS)			
		4. Certificate of Registration from Pag-IBIG			
		5. Certificate of Registration from PhilHealth			
		VI. Duties and Responsibilities of the Service Provider			
		The Service Provider shall discharge their duties and responsibilities as prescribed under pertinent rules and regulations embodied in various DTI Office Circulars, Special Orders and Memoranda. The Service Provider shall:			
		A. Provide DTI Region IV-A with eight (8) qualified and trained security guards who will work on the following schedules to maintain security and safeguard the building and properties within the premises of respective DTI Offices, as well as provide protection for its employees, visitors, guests and transacting public:			
		• DTI IV-A Regional Office - 2 Security Guards 7:00AM – 7:00PM, 12 hours, 5 days in a week, Day Shift 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna			
		• DTI Cavite Provincial Office - 1 Security Guard 7:00AM – 7:00PM, 12 hours, 5 days in a week, Day Shift 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite			
		• DTI Laguna Provincial Office - 1 Security Guard 7:00AM – 7:00PM, 12 hours, 5 days in a week, Day Shift Varimco Building, Brgy. Banca-Banca, Victoria, Laguna			
		• DTI Batangas Provincial Office - 2 Security Guards 7:00AM – 7:00PM, 12 hours, 7 days in a week, Day Shift 7:00PM – 7:00AM, 12 hours, 7 days in a week, Night Shift NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas			
		• DTI Rizal Provincial Office - 1 Security Guard 7:00AM – 7:00PM, 12 hours, 5 days in a week, Day Shift 2/F Altica Arcade, 83 Circumferential Road, Brgy. San Jose, Antipolo City, Rizal			
		• DTI Quezon Provincial Office - 1 Security Guard 7:00AM – 7:00PM, 12 hours, 5 days in a week, Day Shift 2/F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon			
		B. Deploy personnel not less than 21 or not more than 45 years of age, at least 5 feet and 5 inches in height, male, with at least three (3) years of experience as duly licensed security guard, and must have completed at least high school or vocational course. The Service Provider shall also submit the following documentary requirements of agency or of each security personnel prior to posting:			
		1. NBI Clearance;			
		2. PNP Clearance;			
		3. Barangay Clearance;			
		4. Physical/Medical/Health Certificate;			
		5. Psychoneurotic Test;			
		6. Drug Test; and			
		7. Personal Data Sheet			
		C. Provide their security personnel with appropriate uniforms including acceptable footwear and ensure that said			

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Stock/ Property No.	Unit	Item Description	Quantity	Unit Cost	Total Cost
		personnel are well groomed and in proper/neat attire at all times.			
		D. Pay, on its own account, the salaries, wages and other monetary benefits mandated by law of all its security personnel assigned to DTI Region IV-A. For this purpose, the Service Provider shall arrange with any servicing commercial bank for the enrollment of the personnel assigned in DTI Region IV-A to payroll account and the issuance of automated teller machine (ATM) cards.			
		E. Provide, at its own expense, all the necessary firearms, supplies and equipment required to perform the works as follows:			
		1. firearms (9mm pistol with ammunition);			
		2. communication equipment;			
		3. flash lights;			
		4. medical kit;			
		5. truncheons;			
		6. police whistles;			
		7. night sticks; and			
		8. traffic vest			
		F. Include in its Administrative Overhead Operations Costs such as licenses (local and national), supervision, training, insurances, and other incidental expenses relative to security guarding.			
		G. Secure all necessary government permits and licenses for the performance of its services.			
		H. Be civilly liable, after due process, for any loss or damage to property committed through theft or other surreptitious means or as a result of fault or negligence of the security personnel, which loss or damage is suffered by DTI Region IV-A or any of its guests within the client's premises during the tour of duty of the security personnel without prejudice to criminal liability of the security personnel, if any. The loss or damage shall be reported to the Service Provider thru DTI Region IV-A within 72 hours from discovery thereof.			
		I. Be liable to DTI Region IV-A and its clients for any interruption in the services to be provided due to labor problems or other causes other than fortuitous events.			
		J. Ensure on-time payment of salaries to its security personnel. Failure to pay salaries on time within this time period and throughout the entire duration of the agreement the contract will be considered as a basis for the pre-termination of the existing contract and the entire agreement.			
		K. Comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its security personnel within legal rates provided for under DOLE Department Order No. 150-16 Section 7.5 & Section 4.b, R.A. 10966 and other related legislated laws and mandatory remittances to government institution in accounting rules and regulations.			
		L. Assume full responsibility for any and all claims of its			

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Stock/ Property No.	Unit	Item Description	Quantity	Unit Cost	Total Cost
		security personnel relative to their employment with the Service Provider and that, in case of accident, injury or illness incurred in the line of duty, DTI Region IV-A should not in any way be made liable by the Service Provider.			
		M. Be responsible in the filing of report to the police or appropriate authority for any incidents involving police matters (e.g., theft, robbery), copy furnished DTI Region IV-A.			
		N. Provide for additional security guard as required by DTI Region IV-A as need arises within twenty-four (24) hours upon receipt of notice.			
		O. In case of negligence/misconduct/inappropriate behavior, the Service Provider shall change or relieve security personnel assigned to DTI Region IV-A within twenty-four (24) hours from receipt of the notification.			
		P. Turn over to DTI Region IV-A all logbooks upon termination of their contract.			
		Q. Submit bi-monthly (fifteen-day period) billing statements to respective DTI Offices with the attached copy of payments for the security personnel and mandatory contributions to SSS, PhilHealth, PagIBIG, among others, for the previous billing period.			
		VII. Duties and Responsibilities of the Security Personnel			
		A. Conduct inspection, detection and investigation of all security related incidents, including commission of crimes against person or property and to submit the same report to appropriate authorities and DTI Region IV-A Management within 24 hours.			
		B. Maintain records of security related activities and relevant inward and outward movements of personnel, visitors and property. Records shall be made available for inspection by DTI authorized representatives.			
		C. The security personnel shall at all times be polite, courteous, respectful and responsive to officers, employees and guests.			
		D. Undertake regular rounds in the DTI premises, at least every four hours interval, even after office hours and non-working days.			
		E. Prevent entry of unauthorized personnel during the course of duty, unless duly authorized by DTI Region IV-A Management.			
		F. Ensure the CCTV cameras are not obstructed.			
		G. Report unserviceable CCTV cameras for appropriate repair and maintenance.			
		H. Assist in the analysis of recorded CCTV footage involving security-related issues.			
		I. Switch off the lights, air conditioners, etc. and ensure that			

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		windows and doors are closed after office hours. Politely call the attention of employees who have left their offices without ensuring that the lights and other electronic items are switched off, to instill shared responsibility among all DTI Region IV-A employees in an effort to conserve energy/ resources.			
		J. Assist in the implementation of health and safety protocols in the workplace.			
		VIII. Duties and Responsibilities of DTI Region IV-A			
		The DTI Region IV-A shall:			
		A. Monitor the implementation of the security services in accordance with the specifications and conditions of the contract.			
		B. Recommend appropriate measures and improvements in the provision of Security Services by the Service Provider based on the feedback received.			
		C. Require for additional security guard as the need arises to effect within twenty-four (24) hours from Service Provider's receipt of the notification.			
		D. Recommend for the change or relieve of security personnel assigned with due notice to the Service Provider, which the latter agrees to effect within twenty-four (24) hours from receipt of the notification.			
		E. Process payment to the service provider within ten (10) working days upon receipt of billing statement and required supporting documents.			
		IX. Payment Scheme			
		Payment by DTI Region IV-A to the Service Provider shall be on a bi-monthly (fifteen-day period) basis upon submission of billing statement to respective DTI Offices with the attached copy of payments for the security guards and mandatory contributions to SSS, PhilHealth, PagIBIG, among others.			
		X. Administrative Sanctions and Penalties			
		A. Breach of Contract			
		The DTI Region IV-A Management has the right to rescind, terminate or abrogate its contract with the security provider in any of the following instances:			
		a. gross and willful negligence on the part of the contracted agency resulting in material and financial losses to DTI Region IV-A;			
		b. falsification of license, reports and other documents submitted;			
		c. engagement/involvement in activities that are dangerous to public safety and welfare or inimical to national security;			
		d. violation of any of the provisions of R.A. 5487 as amended by PD 1919;			
		e. violation of the duties and responsibilities of the service provider as stated on Item VI of the TOR; and			
		f. failure to pay salaries of security personnel and the mandatory contributions.			
		The DTI Region IV-A shall conduct spot inspections of security guards on post for the purpose of assessing			

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		individual discipline and compliance with the Implementing Rules and Regulations (IRR) of Republic Act 5487 as amended and the DTI Region IV-A rules and regulations.			
		B. Suspension of security personnel due to incompetence			
		The Service Provider shall provide a replacement guard in order not to prejudice the interests of its client in case of suspension of one or any of the contracted security guards provided, that the service of the substituted guard shall be good only during the period of such suspension.			
		The following shall constitute acts of incompetence such as, but not limited to:			
		a. wearing of inappropriate uniforms;			
		b. late or failure to maintain and/or submit records/reports;			
		c. all acts prejudicial to good conduct and behavior and others similar to the foregoing pursuant to existing laws, rules and regulations;			
		d. use of profane or uncouth language;			
		e. exercising the profession of security personnel without first being duly licensed;			
		f. violation/offenses found during inspection of guards shall be reported to the management of the contracted security services;			
		g. discourtesy and conduct unbecoming a security guard resulting in conflict with government employees/agency or guests in the agency assigned;			
		h. carrying personally-owned unlicensed firearms or other deadly weapons whether on duty or not;			
		i. failure to notify/call the nearest PNP Station in case of disorders, riots or strikes			
		j. drinking alcoholic beverages and/or taking prohibited drugs while on duty;			
		k. use and/or employment of security guards for purposes of committing threats, intimidation, coercion or another crime/offense, including show of force;			
		l. issuing to security personnel unlicensed firearms; and			
		m. posting of unlicensed security personnel.			
		XI. Dispute Resolution and Amendments			
		A. Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with R.A. 9285 or the "Alternative Dispute Resolution Act of 2004" and other existing laws.			
		B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Calamba City, to the exclusion of all other courts; and			
		C. Any amendment or additional terms and conditions to the Contract must be in writing, approved and signed by both Parties.			
		XII. Termination of Contract			
		The DTI Region IV-A shall have the sole option to cancel or terminate the contract at any time for violation of any of the terms and conditions thereof and/or if, in its judgement, the service that has been rendered is substandard and/or unsatisfactory. The Service Provider shall maintain satisfactory level of performance throughout the term of the			

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		contract based on the following performance criteria:			
		a. quality of service delivered;			
		b. time management;			
		c. management and suitability of personnel; and			
		d. submission of regular reports.			
		XIII. Adjustment on Contract Cost			
		All bid prices for the contract duration 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 subject to government accounting and			
		auditing rules and regulations; and			
		c.if during the term of the contract the DTI Region IV-A			
		sees the need to add number of security personnel, the			
		resulting cost of said addition should be based on the			
		contract unit cost.			
		XIV. Tie-Breaking Method			
		Where, after post-qualification, an occurrence of a tie takes			
		place among bidders determined and declared as the Lowest			
		Calculated and Responsive Bidder (LCRB), the measure to			
		resolve the case is by "toss coin (best of 7)".			
Approved Budget for the Contract (ABC)					2,539,500.00

Purpose: Security Services for DTI IV-A Regional and Provincial Offices

Requested by:

Approved by:

Signature :

Printed Name : **JOSEPHINE G. LUISTRO**

Designation : Chief Administrative Officer, AFMD


MARISSA C. ARGENTE
 OIC-Regional Director

TERMS OF REFERENCE

Security Services for DTI IV-A Regional and Provincial Offices for CY 2023 (1 Lot) (Early Procurement Activity – Short of Award)

I. Rationale

The DTI Region IV-A intends to hire the services of a security agency to protect its employees and clients, physical area, materials, equipment, and financial assets.

II. Scope and Coverage

The engagement shall be for the provision of continuous security measures by eight (8) security guards who shall be assigned in respective DTI Offices in CALABARZON Region.

The security services are needed for the protection and securing of properties of the DTI Region IV-A from theft, robbery, arson, destruction or damage as well as protecting its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through enforcement and implementation of plans, policies, rules and regulations relative to security and safety.

III. Duration of Agreement

The Service Agreement shall be effective on January 1 – December 31, 2023.

IV. Approved Budget for the Contract (ABC)

The ABC is **Two Million Five Hundred Thirty-Nine Thousand Five Hundred Pesos (Php 2,539,500.00)**, inclusive of all applicable taxes and service charges. The bid amount of interested bidders must not exceed the ABC of respective DTI Offices and must be based on regular working days and computation of salaries and benefits as prescribed by relevant government agencies and associations recognized by the PNP-CSG-SOSIA.

	DTI Office	Amount
1.	DTI IV-A Regional Office	Php 648,000.00
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3.	DTI Laguna Provincial Office	Php 224,000.00
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5.	DTI Rizal Provincial Office	Php 298,000.00
6.	DTI Quezon Provincial Office	Php 273,000.00
Total		Php 2,539,500.00

V. Qualification Requirements of the Service Provider

The Service Provider shall have the necessary experience and expertise in providing security services. For this purpose, the Service Provider must submit, as part of the legal, technical, and financial requirements, the following documents:

1. Certificate of Membership issued by the Philippine Association of Detective and Protective Agency Operations, Inc. (PADPAO) or other associations recognized by the PNP-CSG-SOSIA, and License to Operate issued by the latter;
2. Certificate of pending or no pending labor standards violation case/s issued by the National Labor Relations Commission (NLRC) within six (6) months from date of issuance and Certification issued by the Department of Labor and Employment (DOLE)
3. Certificate of Registration from Social Security System (SSS)
4. Certificate of Registration from Pag-IBIG
5. Certificate of Registration from PhilHealth

VI. Duties and Responsibilities of the Service Provider

The Service Provider shall discharge their duties and responsibilities as prescribed under pertinent rules and regulations embodied in various DTI Office Circulars, Special Orders and Memoranda.

The Service Provider shall:

- A. Provide DTI Region IV-A with eight (8) qualified and trained security guards who will work on the following schedules to maintain security and safeguard the building and properties within the premises of respective DTI Offices, as well as provide protection for its employees, visitors, guests and transacting public:

	Place of Assignment	No. of Security Guards	Schedule
1.	DTI IV-A Regional Office 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna	2	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift
2.	DTI Cavite Provincial Office 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite	1	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift
3.	DTI Laguna Provincial Office Varimco Building, Brgy. Banca-Banca, Victoria, Laguna	1	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift
4.	DTI Batangas Provincial Office NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas	1	7:00AM – 7:00PM 12 hours 7 days in a week Day Shift
		1	7:00PM – 7:00AM 12 hours 7 days in a week Night Shift

5.	DTI Rizal Provincial Office 2/F Altica Arcade, 83 Circumferential Road, Brgy. San Jose, Antipolo City, Rizal	1	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift
6.	DTI Quezon Provincial Office 2/F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon	1	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift

- B. Deploy personnel not less than 21 or not more than 45 years of age, at least 5 feet and 5 inches in height, male, with at least three (3) years of experience as duly licensed security guard, and must have completed at least high school or vocational course. The Service Provider shall also submit the following documentary requirements of agency or of each security personnel prior to posting:
1. NBI Clearance;
 2. PNP Clearance;
 3. Barangay Clearance;
 4. Physical/Medical/Health Certificate;
 5. Psychoneurotic Test;
 6. Drug Test; and
 7. Personal Data Sheet
- C. Provide their security personnel with appropriate uniforms including acceptable footwear and ensure that said personnel are well groomed and in proper/neat attire at all times.
- D. Pay, on its own account, the salaries, wages and other monetary benefits mandated by law of all its security personnel assigned to DTI Region IV-A. For this purpose, the Service Provider shall arrange with any servicing commercial bank for the enrollment of the personnel assigned in DTI Region IV-A to payroll account and the issuance of automated teller machine (ATM) cards.
- E. Provide, at its own expense, all the necessary firearms, supplies and equipment required to perform the works as follows:
1. firearms (9mm pistol with ammunition);
 2. communication equipment;
 3. flash lights;
 4. medical kit;
 5. truncheons;
 6. police whistles;
 7. night sticks; and
 8. traffic vest
- F. Include in its Administrative Overhead Operations Costs such as licenses (local and national), supervision, training, insurances, and other incidental expenses relative to security guarding.
- G. Secure all necessary government permits and licenses for the performance of its services.

- H. Be civilly liable, after due process, for any loss or damage to property committed through theft or other surreptitious means or as a result of fault or negligence of the security personnel, which loss or damage is suffered by DTI Region IV-A or any of its guests within the client's premises during the tour of duty of the security personnel without prejudice to criminal liability of the security personnel, if any. The loss or damage shall be reported to the Service Provider thru DTI Region IV-A within 72 hours from discovery thereof.
- I. Be liable to DTI Region IV-A and its clients for any interruption in the services to be provided due to labor problems or other causes other than fortuitous events.
- J. Ensure on-time payment of salaries to its security personnel. Failure to pay salaries on time within this time period and throughout the entire duration of the agreement and the contract will be considered as a basis for the pre-termination of the existing contract and the entire agreement.
- K. Comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its security personnel within legal rates provided for under DOLE Department Order No. 150-16 Section 7.5 & Section 4.b, R.A. 10966 and other related legislated laws and mandatory remittances to government institution in accounting rules and regulations.
- L. Assume full responsibility for any and all claims of its security personnel relative to their employment with the Service Provider and that, in case of accident, injury or illness incurred in the line of duty, DTI Region IV-A should not in any way be made liable by the Service Provider.
- M. Be responsible in the filing of report to the police or appropriate authority for any incidents involving police matters (e.g., theft, robbery), copy furnished DTI Region IV-A.
- N. Provide for additional security guard as required by DTI Region IV-A as need arises within twenty-four (24) hours upon receipt of notice.
- O. In case of negligence/misconduct/inappropriate behavior, the Service Provider shall change or relieve security personnel assigned to DTI Region IV-A within twenty-four (24) hours from receipt of the notification.
- P. Turn over to DTI Region IV-A all logbooks upon termination of their contract.
- Q. Submit bi-monthly (fifteen-day period) billing statements to respective DTI Offices with the attached copy of payments for the security personnel and mandatory contributions to SSS, PhilHealth, PagIBIG, among others, for the previous billing period.

VII. Duties and Responsibilities of the Security Personnel

- A. Conduct inspection, detection and investigation of all security related incidents, including commission of crimes against person or property and to submit the same report to appropriate authorities and DTI Region IV-A Management within 24 hours.

- B. Maintain records of security related activities and relevant inward and outward movements of personnel, visitors and property. Records shall be made available for inspection by DTI authorized representatives.
- C. The security personnel shall at all times be polite, courteous, respectful and responsive to officers, employees and guests.
- D. Undertake regular rounds in the DTI premises, at least every four hours interval, even after office hours and non-working days.
- E. Prevent entry of unauthorized personnel during the course of duty, unless duly authorized by DTI Region IV-A Management.
- F. Ensure the CCTV cameras are not obstructed.
- G. Report unserviceable CCTV cameras for appropriate repair and maintenance.
- H. Assist in the analysis of recorded CCTV footage involving security-related issues.
- I. Switch off the lights, air conditioners, etc. and ensure that windows and doors are closed after office hours. Politely call the attention of employees who have left their offices without ensuring that the lights and other electronic items are switched off, to instill shared responsibility among all DTI Region IV-A employees in an effort to conserve energy/resources.
- J. Assist in the implementation of health and safety protocols in the workplace.

VIII. Duties and Responsibilities of DTI Region IV-A

The DTI Region IV-A shall:

- A. Monitor the implementation of the security services in accordance with the specifications and conditions of the contract.
- B. Recommend appropriate measures and improvements in the provision of Security Services by the Service Provider based on the feedback received.
- C. Require for additional security guard as the need arises to effect within twenty-four (24) hours from Service Provider's receipt of the notification.
- D. Recommend for the change or relieve of security personnel assigned with due notice to the Service Provider, which the latter agrees to effect within twenty-four (24) hours from receipt of the notification.
- E. Process payment to the service provider within ten (10) working days upon receipt of billing statement and required supporting documents.

IX. Payment Scheme

Payment by DTI Region IV-A to the Service Provider shall be on a bi-monthly (fifteen-day period) basis upon submission of billing statement to respective DTI Offices with the attached copy of payments for the security guards and mandatory contributions to SSS, PhilHealth, PagIBIG, among others.

X. Administrative Sanctions and Penalties

A. Breach of Contract

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

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

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

B. Suspension of security personnel due to incompetence

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

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

- a. wearing of inappropriate uniforms;
- b. late or failure to maintain and/or submit records/reports;
- c. all acts prejudicial to good conduct and behavior and others similar to the foregoing pursuant to existing laws, rules and regulations;

- d. use of profane or uncouth language;
- e. exercising the profession of security personnel without first being duly licensed;
- f. violation/offenses found during inspection of guards shall be reported to the management of the contracted security services;
- g. discourtesy and conduct unbecoming a security guard resulting in conflict with government employees/agency or guests in the agency assigned;
- h. carrying personally-owned unlicensed firearms or other deadly weapons whether on duty or not;
- i. failure to notify/call the nearest PNP Station in case of disorders, riots or strikes
- j. drinking alcoholic beverages and/or taking prohibited drugs while on duty;
- k. use and/or employment of security guards for purposes of committing threats, intimidation, coercion or another crime/offense, including show of force;
- l. issuing to security personnel unlicensed firearms; and
- m. posting of unlicensed security personnel.

XI. Dispute Resolution and Amendments

- A. Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with R.A. 9285 or the "Alternative Dispute Resolution Act of 2004" and other existing laws.
- B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Calamba City, to the exclusion of all other courts; and
- C. Any amendment or additional terms and conditions to the Contract must be in writing, approved and signed by both Parties.

XII. Termination of Contract

The DTI Region IV-A shall have the sole option to cancel or terminate the contract at any time for violation of any of the terms and conditions thereof and/or if, in its judgement, the service that has been rendered is substandard and/or unsatisfactory. The Service Provider shall maintain satisfactory level of performance throughout the term of the contract based on the following performance criteria:

- a. quality of service delivered;
- b. time management;
- c. management and suitability of personnel; and
- d. submission of regular reports.

XIII. Adjustment on Contract Cost

All bid prices for the contract duration 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 subject to government accounting and auditing rules and regulations; and
- c. if during the term of the contract the DTI Region IV-A sees the need to add number of security personnel, the resulting cost of said addition should be based on the contract unit cost.

XIV. Tie-Breaking Method

Where, after post-qualification, an occurrence of a tie takes place among bidders determined and declared as the Lowest Calculated and Responsive Bidder (LCRB), the measure to resolve the case is by "toss coin (best of 7)".

Prepared by:

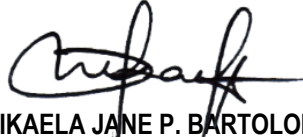


IDY NELL M. TAYOBONG
AO II, Supply Officer


Reviewed by:




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Chief Administrative Officer



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AO II, DTI Rizal



LEIZEL A. LUNETA
AO II, DTI Quezon

Approved by:



MARISSA C. ARGENTE
OIC-Regional Director

ANNEX A

DOCUMENTARY REQUIREMENTS FOR SUBMISSION OF BID DOCUMENTS

I. TECHNICAL COMPONENT ENVELOPE

A. Legal Documents

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

Clarification:

- a. The Class "A" eligibility documents (Registration Certificate, Mayor's/Business Permit or its equivalent document, Tax Clearance, PCAB license and registration, and Audited Financial Statements) covered by PhilGEPS Registration Certificate are not mandatory attachments (GPPB Resolution No. 18-2017). However, if there is expired document listed in the PhilGEPS Registration Certificate, the renewal of such document must be attached. The complete supporting documents will be validated during the post-qualification process.

B. Technical Documents

1. Statement of bidder's all on-going government and private contracts covering the period 2019-present.

Clarification:

- a. The copy of contracts are not mandatory attachments. The said documents will be validated during the post-qualification process.

2. Statement of Single Largest Completed Contract with similar contract of at least 50% of the ABC (Php 1,269,750.00) covering the period 2019-present.

Clarification:

- a. Please list down all completed contracts with contract amount equal to or greater than 50% of the ABC for the period 2019 to present using the prescribed template and highlight the SLCC.
- b. The SLCC must be accompanied by End User's Acceptance or Official Receipt(s) or Sales Invoice issued for the contract (GPPB Resolution No. 16-2020).

- c. The copy of contracts are not mandatory attachments. The said documents will be validated during the post-qualification process.
3. Bid security payable to or in favor of "Department of Trade and Industry Region IV-A (DTI IV-A)" in any of the following forms:
 - At least 2% of the ABC (Php 50,790.00) if bid security is in cash, cashier's/manger's check, bank draft/guarantee or irrevocable letter of credit
 - 5% of the ABC (Php 126,975.00) if bid security is in Surety Bond
 - Bid Securing Declaration (BSD)

Clarification:

- a. If bid security is in the form of Bid Securing Declaration (BSD), please use the prescribed template provided in GPPB Resolution No. 16-2020.
4. Conformity with Technical Specifications
5. Omnibus Sworn Statement in accordance with Sec. 25.3 of the IRR of RA 9184 and accompanied by any of the following supporting documents, whichever is applicable:
 - Duly notarized Special Power of Attorney
 - Duly notarized Board/Partnership Resolution
 - Duly notarized Secretary's Certificate

Clarification:

- a. For Sole Proprietorship, Omnibus Sworn Statement is sufficient if the owner will represent the company; supporting documents are not applicable.
- b. Please use the prescribed template for Omnibus Sworn Statement provided in GPPB Resolution No. 16-2020.

C. Financial Documents

1. Audited financial statement, showing, among others, the service provider's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

Clarification:

- a. Under BIR Revenue Memorandum Circular No. 49-2020 dated May 20, 2020, taxpayers may opt to submit 2019 Income Tax Return and required attachments online through the eAFS system of the BIR. Thus, the bidder may submit the AFS submitted online through the eAFS provided that the bidder also submits the Transaction Reference Number as proof of submission, in lieu of the manual "Received" stamping.
2. Computation of Net Financial Contracting Capacity (NFCC) must be
 - At least equal to or greater than the ABC (Php 2,539,500.00) or
 - Credit Line Commitment (CLC) of at least equal to 10% of the ABC (Php 253,950.00) for this project
3. Joint Venture Agreement (JVA) or the Duly Notarized Statement in accordance with Sec. 23.1(b) of the IRR, if applicable.

II. FINANCIAL COMPONENT ENVELOPE

1. Original of duly signed and accomplished Financial Bid Form

Clarification:

- a. Please use the prescribed template for Financial Bid Form provided in GPPB Resolution No. 16-2020.

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

Clarification:

- a. Please use the prescribed template for Financial Bid Form provided in GPPB Resolution No. 16-2020.



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

**Security Services for DTI IV-A Regional and
Provincial Offices for CY 2023 (1 Lot)**
**(Early Procurement Activity –
Short of Award)**

BIDDING NUMBER: 9200780

November 08, 2022

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	1
Section I. Invitation to Bid.....	4
Section II. Instructions to Bidders.....	7
1. Scope of Bid.....	08
2. Funding Information	08
3. Bidding Requirements	08
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	08
5. Eligible Bidders	09
6. Origin of Goods	09
7. Subcontracts	09
8. Pre-Bid Conference.....	10
9. Clarification and Amendment of Bidding Documents	10
10. Documents comprising the Bid: Eligibility and Technical Components.....	10
11. Documents comprising the Bid: Financial Component	10
12. Bid Prices	11
13. Bid and Payment Currencies.....	11
14. Bid Security	12
15. Sealing and Marking of Bids	12
16. Deadline for Submission of Bids	12
17. Opening and Preliminary Examination of Bids	12
18. Domestic Preference	12
19. Detailed Evaluation and Comparison of Bids.....	13
20. Post-Qualification	13
21. Signing of the Contract	13
Section III. Bid Data Sheet	14
Section IV. General Conditions of Contract	17
1. Scope of Contract.....	18
2. Advance Payment and Terms of Payment	18
3. Performance Security	18
4. Inspection and Tests.....	18
5. Warranty	19
6. Liability of the Supplier	19
Section V. Special Conditions of Contract	20
Section VI. Schedule of Requirements	23
Section VII. Technical Specifications	34
Section VIII. Checklist of Technical and Financial Documents	42

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR Security Services for DTI IV-A Regional and Provincial Offices for CY 2023 (1 Lot) (Early Procurement Activity – Short of Award)

1. The *Department of Trade and Industry Region IV-A*, through the *National Expenditure Program FY 2022* intends to apply the sum of **Two Million Five Hundred Thirty-Nine Thousand Five Hundred Pesos (Php 2,539,500.00)** being the ABC to payments under the contract for *Security Services for DTI IV-A Regional and Provincial Offices for CY 2023 (1 Lot) (Early Procurement Activity – Short of Award) (Bidding No.: 9200780)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *Department of Trade and Industry Region IV-A* now invites bids for the above Procurement Project. Delivery of the Goods is required to be completed within the indicated delivery schedule from receipt of Notice to Proceed and Purchase Order. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *Department of Trade and Industry Region IV-A* and inspect the Bidding Documents at the address given below during **Monday to Friday except holidays, 8:00 AM to 5:00 PM**.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 8, 2022** 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 **Two Thousand Five Hundred Thirty-Nine Pesos and Fifty Centavos (Php 2,539.50)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees by presenting the hard copy or electronic copy of the official receipt.

6. The *Department of Trade and Industry Region IV-A* will hold a Pre-Bid Conference on **November 15, 2022, 8:30 AM** through video conferencing via Zoom, which shall be open to prospective bidders.


7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **November 28, 2022, 8:30 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 28, 2022, 9:00 AM** at the given address below and via Zoom video conferencing. Bids will be opened in the presence of the bidders' authorized representatives who choose to attend the activity.
10. The **Department of Trade and Industry Region IV-A** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Josephine G. Luistro
Head Secretariat
Bids and Awards Committee
Department of Trade and Industry Region IV-A
3/F Marcelita Building, National Highway,
Brgy. Real, Calamba City, Laguna 4027
Contact No.: 0917-503-5349
Email: JosephineLuistro@dti.gov.ph cc: IdyNellTayobong@dti.gov.ph
Website: www.dti.gov.ph

12. You may visit the following websites:

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

November 08, 2022



REVELYN A. CORTÉZ
BAC Chairperson
DTI Region IV-A – Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Trade and Industry Region IV-A* wishes to receive Bids for the *Security Services for DTI IV-A Regional and Provincial Offices for CY 2023 (1 Lot) (Early Procurement Activity – Short of Award)*, with identification number *2022-11-09*.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2023** in the amount of *Two Million Five Hundred Thirty-Nine Thousand Five Hundred Pesos (Php 2,539,500.00)*.

2.2. The source of funding is:

NGA, the National Expenditure Program FY 2023.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through video conferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

accepted.

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **March 28, 2023 (120 calendar days upon Opening of Bids)**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

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

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																							
5.3	For this purpose, contracts similar to the Project shall be: a. Security Services. b. completed within three (3) years prior to the deadline for the submission and receipt of bids.																						
7.1	Subcontracting is not allowed.																						
12	The price of the Goods shall be quoted DDP CALABARZON or the applicable International Commercial Terms (INCOTERMS) for this Project.																						
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a The amount of not less than <i>Fifty Thousand Seven Hundred Ninety Pesos (Php 50,790.00)</i> , if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b The amount of not less than <i>One Hundred Twenty-Six Thousand Nine Hundred Seventy-Five Pesos (Php 126,975.00)</i> if bid security is in Surety Bond.																						
19.3	Security Services for DTI IV-A Regional and Provincial Offices for CY 2023 (1 Lot) (Early Procurement Activity – Short of Award) <table><tr><th></th><th>Place of Assignment</th><th>No. of Security Guards</th><th>Schedule</th></tr><tr><td>1.</td><td>DTI IV-A Regional Office 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna</td><td>2</td><td>7:00AM – 7:00PM 12 hours 5 days in a week Day Shift</td></tr><tr><td>2.</td><td>DTI Cavite Provincial Office 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite</td><td>1</td><td>7:00AM – 7:00PM 12 hours 5 days in a week Day Shift</td></tr><tr><td>3.</td><td>DTI Laguna Provincial Office Varimco Building, Brgy. Banca-Banca, Victoria, Laguna</td><td>1</td><td>7:00AM – 7:00PM 12 hours 5 days in a week Day Shift</td></tr><tr><td rowspan="2">4.</td><td rowspan="2">DTI Batangas Provincial Office NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas</td><td>1</td><td>7:00AM – 7:00PM 12 hours 7 days in a week Day Shift</td></tr><tr><td>1</td><td>7:00PM – 7:00AM 12 hours 7 days in a week Night Shift</td></tr></table>		Place of Assignment	No. of Security Guards	Schedule	1.	DTI IV-A Regional Office 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna	2	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift	2.	DTI Cavite Provincial Office 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite	1	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift	3.	DTI Laguna Provincial Office Varimco Building, Brgy. Banca-Banca, Victoria, Laguna	1	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift	4.	DTI Batangas Provincial Office NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas	1	7:00AM – 7:00PM 12 hours 7 days in a week Day Shift	1	7:00PM – 7:00AM 12 hours 7 days in a week Night Shift
	Place of Assignment	No. of Security Guards	Schedule																				
1.	DTI IV-A Regional Office 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna	2	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift																				
2.	DTI Cavite Provincial Office 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite	1	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift																				
3.	DTI Laguna Provincial Office Varimco Building, Brgy. Banca-Banca, Victoria, Laguna	1	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift																				
4.	DTI Batangas Provincial Office NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas	1	7:00AM – 7:00PM 12 hours 7 days in a week Day Shift																				
		1	7:00PM – 7:00AM 12 hours 7 days in a week Night Shift																				

	5.	DTI Rizal Provincial Office 2/F Altica Arcade, 83 Circumferential Road, Brgy. San Jose, Antipolo City, Rizal	1	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift
	6.	DTI Quezon Provincial Office 2/F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon	1	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift
		DTI Office	Amount	
	1	DTI IV-A Regional Office	Php 648,000.00	
	2	DTI Cavite Provincial Office	Php 273,000.00	
	3	DTI Laguna Provincial Office	Php 224,000.00	
	4	DTI Batangas Provincial Office	Php 823,500.00	
	5	DTI Rizal Provincial Office	Php 298,000.00	
	6	DTI Quezon Provincial Office	Php 273,000.00	
Total			Php 2,539,500.00	
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 must present the original copies of the following: 1. Certificate of PhilGEPS Registration (Platinum Membership) 2. Certificate of Business Name or SEC Registration 3. Valid Business Permit 4. Tax Clearance 5. Latest income and business tax returns stamped and received by the BIR 6. Original Government-issued ID of Authorized Representative/s and signatories 7. Other Documentary Requirements as specified in the Terms of Reference a. Certificate of Membership issued by the Philippine Association of Detective and Protective Agency Operations, Inc. (PADPAO) or other associations recognized by the PNP-CSG-SOSIA, and License to Operate issued by the latter; b. Certificate of pending or no pending labor standards violation case/s issued by the National Labor Relations Commission (NLRC) within six (6) months from date of issuance and Certification issued by the Department of Labor and Employment (DOLE) c. Certificate of Registration from Social Security System (SSS) d. Certificate of Registration from Pag-IBIG e. Certificate of Registration from PhilHealth			
21.2	Not applicable.			

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>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 Representatives are the following personnel:</p> <p>Josephine G. Luistro Chief Administrative Officer DTI IV-A Regional Office Email: JosephineLuistro@dti.gov.ph</p> <p>Idy Nell M. Tayobong Administrative Officer III (Supplies Officer II) DTI IV-A Regional Office Email: IdyNellTayobong@dti.gov.ph</p> <p>Mikaela Jane P. Bartolome Administrative Officer II DTI IV-A Cavite Provincial Office Email: r04a.cavite@dti.gov.ph / bartolomemikaelajane@gmail.com</p> <p>Klyde Joy B. Bruno Administrative Officer II DTI IV-A Laguna Provincial Office Email: KlydeJoyBruno@dti.gov.ph</p> <p>Nicole Antoinette K. Landicho Administrative Officer II DTI IV-A Batangas Provincial Office Email: NicoleAntoinetteLandicho@dti.gov.ph</p> <p>Rona Joy D. San Jose Administrative Officer II DTI IV-A Rizal Provincial Office Email: RonaJoySanJose@dti.gov.ph</p>

4	<p>Leizel A. Luneta Administrative Officer II DTI IV-A Quezon Provincial Office Email: LeizelLuneta@dti.gov.ph</p> <p>The terms of payment shall be as follows:</p> <p>Payment by DTI Region IV-A to the Service Provider shall be on a bi-monthly (fifteen-day period) basis upon submission of billing statement to respective DTI Offices with the attached copy of payments for the security guards and mandatory contributions to SSS, PhilHealth, PagIBIG, among others.</p>
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Section VI. Schedule of Requirements

Schedule of Requirements

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

Item	Description	Quantity	Total	Delivered, Weeks/Months
	Security Services for DTI IV-A Regional and Provincial Offices for CY 2023 (1 Lot)			January 1 – December 31, 2022
1	DTI IV-A Regional Office 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna	2 Security Guards	2 Security Guards	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift
2	DTI Cavite Provincial Office 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite	1 Security Guard	1 Security Guard	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift
3	DTI Laguna Provincial Office Varimco Building, Brgy. Banca-Banca, Victoria, Laguna	1 Security Guard	1 Security Guard	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift
4	DTI Batangas Provincial Office NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas	1 Security Guard	1 Security Guard	7:00AM – 7:00PM 12 hours 7 days in a week Day Shift
		1 Security Guard	1 Security Guard	7:00PM – 7:00AM 12 hours 7 days in a week Night Shift
5	DTI Rizal Provincial Office 2/F Altica Arcade, 83 Circumferential Road, Brgy. San Jose, Antipolo City, Rizal	1 Security Guard	1 Security Guard	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift
6	DTI Quezon Provincial Office 2/F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon	1 Security Guard	1 Security Guard	7:00AM – 7:00PM 12 hours 5 days in a week Day Shift
	I. Scope and Coverage The engagement shall be for the provision of continuous security measures by eight (8) security guards who shall be assigned in respective DTI Offices in CALABARZON Region. The security services are needed for the protection and securing of properties of the DTI Region IV-A from theft, robbery, arson, destruction or damage as well as protecting its officials, employees, visitors, guests and the transacting public from			

	assault, harassment, threat or intimidation through enforcement and implementation of plans, policies, rules and regulations relative to security and safety.			
	II. Duration of Agreement The Service Agreement shall be effective on January 1 – December 31, 2023.			
	III. Approved Budget for the Contract (ABC) The ABC is Two Million Five Hundred Thirty-Nine Thousand Five Hundred Pesos (Php 2,539,500.00), inclusive of all applicable taxes and service charges. The bid amount of interested bidders must not exceed the ABC of respective DTI Offices and must be based on regular working days and computation of salaries and benefits as prescribed by relevant government agencies and associations recognized by the PNP-CSG-SOSIA. 1. DTI IV-A Regional Office – Php 648,000.00 2. DTI Cavite Provincial Office – Php 273,000.00 3. DTI Laguna Provincial Office – Php 224,000.00 4. DTI Batangas Provincial Office – Php 823,500.00 5. DTI Rizal Provincial Office – Php 298,000.00 6. DTI Quezon Provincial Office – Php 273,000.00			
	IV. Qualification Requirements of the Service Provider 1. Certificate of Membership issued by the Philippine Association of Detective and Protective Agency Operations, Inc. (PADPAO) or other associations recognized by the PNP-CSG-SOSIA, and License to Operate issued by the latter; 2. Certificate of pending or no pending labor standards violation case/s issued by the National Labor Relations Commission (NLRC) within six (6) months from date of issuance and Certification issued by the Department of Labor and Employment (DOLE)			

	3. Certificate of Registration from Social Security System (SSS) 4. Certificate of Registration from Pag-IBIG 5. Certificate of Registration from PhilHealth			
	<p>V. Duties and Responsibilities of the Service Provider</p> <p>The Service Provider shall discharge their duties and responsibilities as prescribed under pertinent rules and regulations embodied in various DTI Office Circulars, Special Orders and Memoranda.</p> <p>The Service Provider shall:</p> <p>A. Provide DTI Region IV-A with eight (8) qualified and trained security guards who will work on the following schedules to maintain security and safeguard the building and properties within the premises of respective DTI Offices, as well as provide protection for its employees, visitors, guests and transacting public.</p> <p>B. Deploy personnel not less than 21 or not more than 45 years of age, at least 5 feet and 5 inches in height, male, with at least three (3) years of experience as duly licensed security guard, and must have completed at least high school or vocational course. The Service Provider shall also submit the following documentary requirements of agency or of each security personnel prior to posting:</p> <ol style="list-style-type: none"> 1. NBI Clearance; 2. PNP Clearance; 3. Barangay Clearance; 4. Physical/Medical/Health Certificate; 5. Psychoneurotic Test; 6. Drug Test; and 7. Personal Data Sheet <p>C. Provide their security personnel with appropriate uniforms including acceptable footwear and ensure that said</p>			

	<p>personnel are well groomed and in proper/neat attire at all times.</p> <p>D. Pay, on its own account, the salaries, wages and other monetary benefits mandated by law of all its security personnel assigned to DTI Region IV-A. For this purpose, the Service Provider shall arrange with any servicing commercial bank for the enrollment of the personnel assigned in DTI Region IV-A to payroll account and the issuance of automated teller machine (ATM) cards.</p> <p>E. Provide, at its own expense, all the necessary firearms, supplies and equipment required to perform the works as follows:</p> <ol style="list-style-type: none"> 1. firearms (9mm pistol with ammunition); 2. communication equipment; 3. flash lights; 4. medical kit; 5. truncheons; 6. police whistles; 7. night sticks; and 8. traffic vest <p>F. Include in its Administrative Overhead Operations Costs such as licenses (local and national), supervision, training, insurances, and other incidental expenses relative to security guarding.</p> <p>G. Secure all necessary government permits and licenses for the performance of its services.</p> <p>H. Be civilly liable, after due process, for any loss or damage to property committed through theft or other surreptitious means or as a result of fault or negligence of the security personnel, which loss or damage is suffered by DTI Region IV-A or any of its guests within the client's premises during the tour of duty of the security personnel without prejudice to criminal liability of the security personnel, if any. The loss or</p>			
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	<p>damage shall be reported to the Service Provider thru DTI Region IV-A within 72 hours from discovery thereof.</p> <p>I. Be liable to DTI Region IV-A and its clients for any interruption in the services to be provided due to labor problems or other causes other than fortuitous events.</p> <p>J. Ensure on-time payment of salaries to its security personnel. Failure to pay salaries on time within this time period and throughout the entire duration of the agreement and the contract will be considered as a basis for the pre-termination of the existing contract and the entire agreement.</p> <p>K. Comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its security personnel within legal rates provided for under DOLE Department Order No. 150-16 Section 7.5 & Section 4.b, R.A. 10966 and other related legislated laws and mandatory remittances to government institution in accounting rules and regulations.</p> <p>L. Assume full responsibility for any and all claims of its security personnel relative to their employment with the Service Provider and that, in case of accident, injury or illness incurred in the line of duty, DTI Region IV-A should not in any way be made liable by the Service Provider.</p> <p>M. Be responsible in the filing of report to the police or appropriate authority for any incidents involving police matters (e.g., theft, robbery), copy furnished DTI Region IV-A.</p> <p>N. Provide for additional security guard as required by DTI Region IV-A as need arises within twenty-four (24) hours upon receipt of notice.</p> <p>O. In case of negligence/misconduct/inappropriate behavior, the Service</p>			
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	<p>Provider shall change or relieve security personnel assigned to DTI Region IV-A within twenty-four (24) hours from receipt of the notification.</p> <p>P. Turn over to DTI Region IV-A all logbooks upon termination of their contract.</p> <p>Q. Submit bi-monthly (fifteen-day period) billing statements to respective DTI Offices with the attached copy of payments for the security personnel and mandatory contributions to SSS, PhilHealth, PagIBIG, among others, for the previous billing period.</p>			
	<p>VI.Duties and Responsibilities of the Security Personnel</p> <p>A. Conduct inspection, detection and investigation of all security related incidents, including commission of crimes against person or property and to submit the same report to appropriate authorities and DTI Region IV-A Management within 24 hours.</p> <p>B. Maintain records of security related activities and relevant inward and outward movements of personnel, visitors and property. Records shall be made available for inspection by DTI authorized representatives.</p> <p>C. The security personnel shall at all times be polite, courteous, respectful and responsive to officers, employees and guests.</p> <p>D. Undertake regular rounds in the DTI premises, at least every four hours interval, even after office hours and non-working days.</p> <p>E. Prevent entry of unauthorized personnel during the course of duty, unless duly authorized by DTI Region IV-A Management.</p> <p>F. Ensure the CCTV cameras are not obstructed.</p>			

	<p>G. Report unserviceable CCTV cameras for appropriate repair and maintenance.</p> <p>H. Assist in the analysis of recorded CCTV footage involving security-related issues.</p> <p>I. Switch off the lights, air conditioners, etc. and ensure that windows and doors are closed after office hours. Politely call the attention of employees who have left their offices without ensuring that the lights and other electronic items are switched off, to instill shared responsibility among all DTI Region IV-A employees in an effort to conserve energy/resources.</p> <p>J. Assist in the implementation of health and safety protocols in the workplace.</p>			
	<p>VII.Payment Scheme</p> <p>Payment by DTI Region IV-A to the Service Provider shall be on a bi-monthly (fifteen-day period) basis upon submission of billing statement to respective DTI Offices with the attached copy of payments for the security guards and mandatory contributions to SSS, PhilHealth, PagIBIG, among others.</p>			
	<p>VIII.Administrative Sanctions and Penalties</p> <p>A. Breach of Contract</p> <p>The DTI Region IV-A Management has the right to rescind, terminate or abrogate its contract with the security provider in any of the following instances:</p> <ol style="list-style-type: none"> gross and willful negligence on the part of the contracted agency resulting in material and financial losses to DTI Region IV-A; falsification of license, reports and other documents submitted; engagement/involvement in activities that are dangerous to public safety and welfare or inimical to national security; 			

	<p>d. violation of any of the provisions of R.A. 5487 as amended by PD 1919</p> <p>e. violation of the duties and responsibilities of the service provider as stated on Item VI of the TOR; and</p> <p>f. failure to pay salaries of security personnel and the mandatory contributions.</p> <p>The DTI Region IV-A shall conduct spot inspections of security guards on post for the purpose of assessing individual discipline and compliance with the Implementing Rules and Regulations (IRR) of Republic Act 5487 as amended and the DTI Region IV-A rules and regulations.</p> <p>B. Suspension of security personnel due to incompetence</p> <p>The Service Provider shall provide a replacement guard in order not to prejudice the interests of its client in case of suspension of one or any of the contracted security guards provided, that the service of the substituted guard shall be good only during the period of such suspension.</p> <p>The following shall constitute acts of incompetence such as, but not limited to:</p> <p>a. wearing of inappropriate uniforms;</p> <p>b. late or failure to maintain and/or submit records/reports;</p> <p>c. all acts prejudicial to good conduct and behavior and others similar to the foregoing pursuant to existing laws, rules and regulations;</p> <p>d. use of profane or uncouth language;</p> <p>e. exercising the profession of security personnel without first being duly licensed;</p> <p>f. violation/offenses found during inspection of guards shall be reported to</p>			
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	<p>the management of the contracted security services;</p> <p>g. discourtesy and conduct unbecoming a security guard resulting in conflict with government employees/agency or guests in the agency assigned;</p> <p>h. carrying personally-owned unlicensed firearms or other deadly weapons whether on duty or not;</p> <p>i. failure to notify/call the nearest PNP Station in case of disorders, riots or strikes;</p> <p>j. drinking alcoholic beverages and/or taking prohibited drugs while on duty;</p> <p>k. use and/or employment of security guards for purposes of committing threats, intimidation, coercion or another crime/offense, including show of force;</p> <p>l. issuing to security personnel unlicensed firearms; and</p> <p>m. posting of unlicensed security personnel.</p>			
	<p>IX. Dispute Resolution and Amendments</p> <p>A. Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with R.A. 9285 or the “Alternative Dispute Resolution Act of 2004” and other existing laws.</p> <p>B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Calamba City, to the exclusion of all other courts; and</p> <p>C. Any amendment or additional terms and conditions to the Contract must be in writing, approved and signed by both Parties.</p>			

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

Section VII. Technical Specifications

Technical Specifications

I. Technical Specifications

Instruction: Bidders must state either **“Comply”** or **“Not Comply”** in the **“Statement of Compliance”** (Column No. 3) with each corresponding **“Item No.”** (Column No. 1).

(1) Item	(2) Specification	(3) Statement of Compliance
1	DTI IV-A Regional Office – 2 Security Guards 3/F Marcelita Building, National Highway, Brgy. Real, Calamba City, Laguna 7:00AM – 7:00PM, 12 hours, 5 days in a week, Day Shift	
2	DTI Cavite Provincial Office – 1 Security Guard 2/F Government Center Building, Capitol Compound, Trece Martires City, Cavite 7:00AM – 7:00PM, 12 hours, 5 days in a week, Day Shift	
3	DTI Laguna Provincial Office – 1 Security Guard Varimco Building, Brgy. Banca-Banca, Victoria, Laguna 7:00AM – 7:00PM, 12 hours, 5 days in a week, Day Shift	
4	DTI Batangas Provincial Office – 2 Security Guards (1 Day Shift & 1 Night Shift) NACIDA Building, Old City Hall Compound, B. Morada Ave., Lipa City, Batangas 7:00AM – 7:00PM, 12 hours, 7 days in a week, Day Shift 7:00PM – 7:00AM, 12 hours, 7 days in a week, Night Shift	
5	DTI Rizal Provincial Office – 1 Security Guard 2/F Altica Arcade, 83 Circumferential Road, Brgy. San Jose, Antipolo City, Rizal 7:00AM – 7:00PM, 12 hours, 5 days in a week, Day Shift	
6	DTI Quezon Provincial Office – 1 Security Guard 2/F Grand Central Terminal, Ilayang Dupay, Lucena City, Quezon 7:00AM – 7:00PM, 12 hours, 5 days in a week, Day Shift	

II. Scope and Coverage

The engagement shall be for the provision of continuous security measures by eight (8) security guards who shall be assigned in respective DTI Offices in CALABARZON Region.

The security services are needed for the protection and securing of properties of the DTI Region IV-A from theft, robbery, arson, destruction or damage as well as protecting its officials, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through enforcement and implementation of plans, policies, rules and regulations relative to security and safety.

III. Duration of Agreement

The Service Agreement shall be effective on January 1 – December 31, 2023.

IV. Approved Budget for the Contract (ABC)

The ABC is Two Million Five Hundred Thirty-Nine Thousand Five Hundred Pesos (Php 2,539,500.00), inclusive of all applicable taxes and service charges. The bid amount of interested bidders must not exceed the ABC of respective DTI Offices and must be based on regular working days and computation of salaries and benefits as prescribed by relevant government agencies and associations recognized by the PNP-CSG-SOSIA.

	DTI Office	Amount
1.	DTI IV-A Regional Office	Php 648,000.00
2.	DTI Cavite Provincial Office	Php 273,000.00
3.	DTI Laguna Provincial Office	Php 224,000.00
4.	DTI Batangas Provincial Office	Php 823,500.00
5.	DTI Rizal Provincial Office	Php 298,000.00
6.	DTI Quezon Provincial Office	Php 273,000.00
Total		Php 2,539,500.00

V. Qualification Requirements of the Service Provider

The Service Provider shall have the necessary experience and expertise in providing security services. For this purpose, the Service Provider must submit, as part of the legal, technical, and financial requirements, the following documents:

1. Certificate of Membership issued by the Philippine Association of Detective and Protective Agency Operations, Inc. (PADPAO) or other associations recognized by the PNP-CSG-SOSIA, and License to Operate issued by the latter;
2. Certificate of pending or no pending labor standards violation case/s issued by the National Labor Relations Commission (NLRC) within six (6) months from date of issuance and Certification issued by the Department of Labor and Employment (DOLE)
3. Certificate of Registration from Social Security System (SSS)
4. Certificate of Registration from Pag-IBIG
5. Certificate of Registration from PhilHealth

VI. Duties and Responsibilities of the Service Provider

The Service Provider shall discharge their duties and responsibilities as prescribed under pertinent rules and regulations embodied in various DTI Office Circulars, Special Orders and Memoranda. The Service Provider shall:

- A. Provide DTI Region IV-A with eight (8) qualified and trained security guards who will work on the following schedules to maintain security and safeguard the building and properties within the premises of respective DTI Offices, as well as provide protection for its employees, visitors, guests and transacting public.
- B. Deploy personnel not less than 21 or not more than 45 years of age, at least 5 feet and 5 inches in height, male, with at least three (3) years of experience as duly licensed security guard, and must have completed at least high school or vocational course. The Service Provider shall also submit the following documentary requirements of agency or of each

security personnel prior to posting:

1. NBI Clearance;
 2. PNP Clearance;
 3. Barangay Clearance;
 4. Physical/Medical/Health Certificate;
 5. Psychoneurotic Test;
 6. Drug Test; and
 7. Personal Data Sheet
- C. Provide their security personnel with appropriate uniforms including acceptable footwear and ensure that said personnel are well groomed and in proper/neat attire at all times.
- D. Pay, on its own account, the salaries, wages and other monetary benefits mandated by law of all its security personnel assigned to DTI Region IV-A. For this purpose, the Service Provider shall arrange with any servicing commercial bank for the enrollment of the personnel assigned in DTI Region IV-A to payroll account and the issuance of automated teller machine (ATM) cards.
- E. Provide, at its own expense, all the necessary firearms, supplies and equipment required to perform the works as follows:
1. firearms (9mm pistol with ammunition);
 2. communication equipment;
 3. flash lights;
 4. medical kit;
 5. truncheons;
 6. police whistles;
 7. night sticks; and
 8. traffic vest
- F. Include in its Administrative Overhead Operations Costs such as licenses (local and national), supervision, training, insurances, and other incidental expenses relative to security guarding.
- G. Secure all necessary government permits and licenses for the performance of its services.
- H. Be civilly liable, after due process, for any loss or damage to property committed through theft or other surreptitious means or as a result of fault or negligence of the security personnel, which loss or damage is suffered by DTI Region IV-A or any of its guests within the client's premises during the tour of duty of the security personnel without prejudice to criminal liability of the security personnel, if any. The loss or damage shall be reported to the Service Provider thru DTI Region IV-A within 72 hours from discovery thereof.
- I. Be liable to DTI Region IV-A and its clients for any interruption in the services to be provided due to labor problems or other causes other than fortuitous events.
- J. Ensure on-time payment of salaries to its security personnel. Failure to pay salaries on time within this time period and throughout the entire duration of the agreement and the contract will be considered as a basis for the pre-termination of the existing contract and the entire agreement.

- K. Comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its security personnel within legal rates provided for under DOLE Department Order No. 150-16 Section 7.5 & Section 4.b, R.A. 10966 and other related legislated laws and mandatory remittances to government institution in accounting rules and regulations.
- L. Assume full responsibility for any and all claims of its security personnel relative to their employment with the Service Provider and that, in case of accident, injury or illness incurred in the line of duty, DTI Region IV-A should not in any way be made liable by the Service Provider.
- M. Be responsible in the filing of report to the police or appropriate authority for any incidents involving police matters (e.g., theft, robbery), copy furnished DTI Region IV-A.
- N. Provide for additional security guard as required by DTI Region IV-A as need arises within twenty-four (24) hours upon receipt of notice.
- O. In case of negligence/misconduct/inappropriate behavior, the Service Provider shall change or relieve security personnel assigned to DTI Region IV-A within twenty-four (24) hours from receipt of the notification.
- P. Turn over to DTI Region IV-A all logbooks upon termination of their contract.
- Q. Submit bi-monthly (fifteen-day period) billing statements to respective DTI Offices with the attached copy of payments for the security personnel and mandatory contributions to SSS, PhilHealth, PagIBIG, among others, for the previous billing period.

VII. Duties and Responsibilities of the Security Personnel

- A. Conduct inspection, detection and investigation of all security related incidents, including commission of crimes against person or property and to submit the same report to appropriate authorities and DTI Region IV-A Management within 24 hours.
- B. Maintain records of security related activities and relevant inward and outward movements of personnel, visitors and property. Records shall be made available for inspection by DTI authorized representatives.
- C. The security personnel shall at all times be polite, courteous, respectful and responsive to officers, employees and guests.
- D. Undertake regular rounds in the DTI premises, at least every four hours interval, even after office hours and non-working days.
- E. Prevent entry of unauthorized personnel during the course of duty, unless duly authorized by DTI Region IV-A Management.
- F. Ensure the CCTV cameras are not obstructed.
- G. Report unserviceable CCTV cameras for appropriate repair and maintenance.

- H. Assist in the analysis of recorded CCTV footage involving security-related issues.
- I. Switch off the lights, air conditioners, etc. and ensure that windows and doors are closed after office hours. Politely call the attention of employees who have left their offices without ensuring that the lights and other electronic items are switched off, to instill shared responsibility among all DTI Region IV-A employees in an effort to conserve energy/resources.
- J. Assist in the implementation of health and safety protocols in the workplace.

VIII. Payment Scheme

Payment by DTI Region IV-A to the Service Provider shall be on a bi-monthly (fifteen-day period) basis upon submission of billing statement to respective DTI Offices with the attached copy of payments for the security guards and mandatory contributions to SSS, PhilHealth, PagIBIG, among others.

IX. Administrative Sanctions and Penalties

A. Breach of Contract

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

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

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

B. Suspension of security personnel due to incompetence

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

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

- a. wearing of inappropriate uniforms;
- b. late or failure to maintain and/or submit records/reports;
- c. all acts prejudicial to good conduct and behavior and others similar to the foregoing pursuant to existing laws, rules and regulations;
- d. use of profane or uncouth language;
- e. exercising the profession of security personnel without first being duly licensed;
- f. violation/offenses found during inspection of guards shall be reported to the management of the contracted security services;
- g. discourtesy and conduct unbecoming a security guard resulting in conflict with government employees/agency or guests in the agency assigned;
- h. carrying personally-owned unlicensed firearms or other deadly weapons whether on duty or not;
- i. failure to notify/call the nearest PNP Station in case of disorders, riots or strikes
- j. drinking alcoholic beverages and/or taking prohibited drugs while on duty;
- k. use and/or employment of security guards for purposes of committing threats, intimidation, coercion or another crime/offense, including show of force;
- l. issuing to security personnel unlicensed firearms; and
- m. posting of unlicensed security personnel.

X. Dispute Resolution and Amendments

- A. Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with R.A. 9285 or the “Alternative Dispute Resolution Act of 2004” and other existing laws.
- B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Calamba City, to the exclusion of all other courts; and
- C. Any amendment or additional terms and conditions to the Contract must be in writing, approved and signed by both Parties.

XI. Termination of Contract

The DTI Region IV-A shall have the sole option to cancel or terminate the contract at any time for violation of any of the terms and conditions thereof and/or if, in its judgement, the service that has been rendered is substandard and/or unsatisfactory. The Service Provider shall maintain satisfactory level of performance throughout the term of the contract based on the following performance criteria:

- a. quality of service delivered;
- b. time management;
- c. management and suitability of personnel; and
- d. submission of regular reports.

XII. Adjustment on Contract Cost

All bid prices for the contract duration 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 subject to government accounting and auditing rules and regulations; and
- c. if during the term of the contract the DTI Region IV-A sees the need to add number of security personnel, the resulting cost of said addition should be based on the contract unit cost.

XIII. Tie-Breaking Method

Where, after post-qualification, an occurrence of a tie takes place among bidders determined and declared as the Lowest Calculated and Responsive Bidder (LCRB), the measure to resolve the case is by “toss coin (best of 7)”.

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

Name of Company/Bidder

Signature over printed Name of
Authorized Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) The prospective bidder’s computation of Net Financial Contracting

Capacity (NFCC);

or

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

Class “B” Documents

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

or

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

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

