



PHILIPPINE BIDDING DOCUMENTS

Provision of Security Service for the Department of Trade and Industry (DTI) and its Attached Agencies

Government of the Republic of the Philippines

**Bidding No. 21-056
03 December 2021**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	2
Section I. Invitation to Bid.....	5
Section II. Instructions to Bidders.....	8
1. Scope of Bid	8
2. Funding Information.....	8
3. Bidding Requirements	8
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	8
5. Eligible Bidders.....	8
6. Origin of Goods	9
7. Subcontracts	9
8. Pre-Bid Conference	9
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	12
20. Post-Qualification	13
21. Signing of the Contract	13
Section III. Bid Data Sheet	14
Section IV. General Conditions of Contract	16
1. Scope of Contract	16
2. Advance Payment and Terms of Payment	16
3. Performance Security	16
4. Inspection and Tests	16
5. Warranty	17
6. Liability of the Supplier	17
Section V. Special Conditions of Contract	18
Section VI. Schedule of Requirements	22
Section VII. Technical Specifications	23
Section VIII. Checklist of Technical and Financial Documents	45

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

Provision of Security Service for the Department of Trade and Industry (DTI) and its Attached Agencies

1. The Department of Trade and Industry, through the General Appropriation Act for CY 2022 and/or continuing appropriations intends to apply the following items below being the ABC to payments under the contract hereunder projects.

Lot No.	Description	Approved Budget of the Contract (ABC)
1	Security Service	PhP49,605,437.20
2	Close-in Security Service	PhP4,801,873.32

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

2. The Department of Trade and Industry now invites bids for the Early Procurement on the **Provision of Security Service for the Department of Trade and Industry (DTI) and its Attached Agencies (Bidding No. 21-056)**. Delivery of the Services is required within **one (1) year**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non- discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 and inspect the Bidding Documents at the address given below during office hours from 8 AM to 5 PM, Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **06 December 2021** 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 **Five Thousand Pesos (PhP5,000.00)** for ABC amounting to more than PhP1,000,000.00 up to PhP5,000,000.00, and **Twenty-Five Thousand Pesos (PhP25,000.00)** for ABC

amounting to more than PhP10,000,000.00 up to PhP50,000,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or via electronic mail.

6. The Department of Trade and Industry will hold a Pre-Bid Conference on **13 December 2021, 9:30AM** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Zoom Meeting link is contained in Section III (Bid Data Sheet).
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **9 AM of 27 December 2021**. 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 **27 December 2021, 9:30AM** at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Zoom Meeting link is contained in Section III (Bid Data Sheet). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The bidders may submit their bids in any of the following form:
 - 10.1. Physical submission of the documents on the address stated below; or
 - 10.2. Electronic submission of bids with the following guidelines:
 - 10.2.1. The Bidder shall submit three (3) set of files of the same documents in PDF format, NOT EDITABLE, with different individual password before the set deadline. The Encryption Key and Password shall be submitted during the opening of the bids of the concerned bidder.
 - 10.2.2. The Bidder shall have the full responsibility on securing the files submitted are not corrupted. The DTI-BAC shall have three (3) attempts to open the submitted files.
 - If the first file was successfully opened, the two (2) remaining files shall be disregarded.
 - If the first file was corrupted, the DTI-BAC shall open the second file. If the second file was successfully opened, the first and third file shall be disregarded.
 - If the first and second file were corrupted, the third file shall be opened.
 - If the third file was corrupted, the bidder shall be automatically disqualified.
11. The Department of Trade and Industry reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

Mary Ann D. Yulas

Assistant Chief, Procurement Management Division

Human Resource and Administrative Service

Department of Trade and Industry

G/F, Trade and Industry Building

361 Sen. Gil Puyat Avenue, Makati City

Tel. No: +63 (2) 7791-3363/3367, Fax No: +63 (2) 895-3515

Email: **MaryAnnYulas@dti.gov.ph**

Website: **www.dti.gov.ph**

13. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/>

<https://www.dti.gov.ph/good-governance-program/transparency-seal/bac-resources/>

For online bid submission:

BACSecretariat@dti.gov.ph

03 December 2021

SGD.

MARY JEAN T. PACHECO

Assistant Secretary

Chairperson

DTI-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Trade and Industry, wishes to receive Bids, for the Early Procurement on the **Provision of Security Service for the Department of Trade and Industry (DTI) and its Attached Agencies**, with identification number **21-056**.

The Procurement Project (referred to herein as “Project”) is composed of two (2) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- a. The GOP through the source of funding as indicated below for 2022 in the amount of:

Lot No.	Description	Approved Budget of the Contract (ABC)
1	Security Service	PhP49,605,437.20
2	Close-in Security Service	PhP4,801,873.32

- b. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

- b. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 for **one hundred twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Provision of Security Service;</p> <p style="margin-left: 80px;">a. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p> <p>The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>
7.1	Subcontracting is not allowed.
8	<p>The Department of Trade and Industry will hold a Pre-Bid Conference on 13 December 2021, 9:30AM through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.</p> <p>Join Zoom Meeting: https://zoom.us/j/97941148385?pwd=OCs1bFNvM3dpZFM2QzZPZlJhaEpnZz09</p> <p>Meeting ID: 979 4114 8385 Passcode: 499376</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of (based on total ABC of the lots which a bidder opts to bid) not less than 2%, if bid security is in cash; or</p> <p style="margin-left: 40px;">b. The amount of (based on total ABC of the lots which a bidder opts to bid) not less than 5% if the bid security is in Surety Bond.</p>
15	<p>a. Physical Submission: Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid.</p> <p>b. Electronic Submission: Please refer to Section I (Invitation to Bid Clause 10).</p>

17	<p>Bid opening shall be on 27 December 2021, 9:30AM at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.</p> <p>Join Zoom Meeting: https://zoom.us/j/99937712755?pwd=ajI5N0FYZVBqVjg2ZVByTk dCS2JOZz09</p> <p>Meeting ID: 999 3771 2755 Passcode: 924826</p>									
19.3	<p>The lot(s) and reference is/are: Provision of Security Service for the Department of Trade and Industry (DTI) and its Attached Agencies.</p> <table border="1" data-bbox="400 707 1417 860"> <thead> <tr> <th data-bbox="400 707 539 779">Lot No.</th> <th data-bbox="539 707 1034 779">Description</th> <th data-bbox="1034 707 1417 779">Approved Budget of the Contract (ABC)</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 779 539 819">1</td> <td data-bbox="539 779 1034 819">Security Service</td> <td data-bbox="1034 779 1417 819">PhP49,605,437.20</td> </tr> <tr> <td data-bbox="400 819 539 860">2</td> <td data-bbox="539 819 1034 860">Close-in Security Service</td> <td data-bbox="1034 819 1417 860">PhP4,801,873.32</td> </tr> </tbody> </table>	Lot No.	Description	Approved Budget of the Contract (ABC)	1	Security Service	PhP49,605,437.20	2	Close-in Security Service	PhP4,801,873.32
Lot No.	Description	Approved Budget of the Contract (ABC)								
1	Security Service	PhP49,605,437.20								
2	Close-in Security Service	PhP4,801,873.32								

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

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>JOEL R. CRUZ <i>Director</i> Human Resource and Administrative Service Trade and Industry Bldg., 361 Sen. Gil J. Puyat Ave., Makati City</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months	Statement of Compliance
1	Provision of Security Service for the Department of Trade and Industry (DTI) and its Attached Agencies	1 lot	January 1, 2022 to December 31, 2022	
2	Provision of Close-in Security Service for the Department of Trade and Industry (DTI)	1 lot	January 1, 2022 to December 31, 2022	

Conforme:

Name & Signature of the Authorized Representative

Name of Company

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	<p style="text-align: center;">LOT NO. 1</p> <p>Security Service for the Department of Trade and Industry (DTI) and its Attached Agencies</p> <p>1. TECHNICAL PARAMETERS</p> <p>1.1. Stability of the Company</p> <p>1.1.1. Years of Experience</p> <p>1.1.1.1. Has been in the business for at least ten (10) years</p> <p>1.1.1.2. Should have a minimum of five hundred (500) deployed security personnel</p> <p>1.1.1.3. Has provided security services to at least 3 government or private institutions for the past five (5) years with a minimum of fifty (50) deployed security personnel per company.</p> <p>1.1.1.4. Submit monthly Disposition Report (Minimum of six months: January 2019 to present) stamped and received by PNP- SOSIA</p> <p>1.2. License to Operate of the Contractor</p> <p>1.2.1. Must be a duly licensed by the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) to operate as a Security Agency and be able to provide duly licensed and qualified security guards, Detachment Commander or Security Officers.</p> <p>1.3. Resources</p> <p>1.3.1. Number of Licensed Firearms The Contractor shall have a minimum number of forty-five (45) licensed and serviceable firearms (cal .38 or 9mm for hand guns and/ or gauge for shotguns) equivalent to 50% of their total number of security guards to be deployed at DTI, DCP and PTTC. The quantity of firearms may</p>	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the</i></p>

	<p>increase if DTI needed additional number of security personnel. Bidder must submit list of licensed firearms in the bid opening.</p> <p>1.3.2. Number of Communication Equipment Communication equipment with base repeater and portable units, equivalent to forty-five (45) security guards (50% of the total number) to be deployed at DTI, DCP and PTTC shall be provided. These should be registered in the name of the contractor and be presently utilized in their operation. Bidder must submit photocopy of list of all NTC licensed communication equipment in the bid opening.</p> <p>1.4. The Bidder shall submit a Security Plan for DTI, DCP and PTTC</p> <p>1.4.1. The Security plan shall provide safety, precautionary and or preventive and remedial measures based on the following criteria:</p> <p>1.4.1.1. Duties and responsibilities of the Agency, Detachment Commander, Security-in-Charge, security guards and security personnel</p> <p>1.4.1.2. Security Measures</p> <p>1.4.1.2.1. Personnel security control</p> <p>1.4.1.2.2. Visitor/ guest control</p> <p>1.4.1.2.3. Property movement control</p> <p>1.4.1.2.4. Baggage control</p> <p>1.4.1.2.5. Vehicle control</p> <p>1.4.1.2.6. Vital Facilities Access Control</p> <p>1.4.1.3. Disaster Control and Preparedness Plan</p> <p>1.4.1.3.1. Fire</p> <p>1.4.1.3.2. Typhoons</p> <p>1.4.1.3.3. Earthquake</p> <p>1.4.1.3.4. Bomb Threat</p> <p>1.4.1.3.5. Reported loss and Incident of Theft/ Robbery Cases</p> <p>1.4.1.3.6. Picket/ Strike</p> <p>1.4.1.3.7. Emergency Situations</p> <p>1.4.1.3.8. Hostage Situations</p> <p>1.4.1.3.9. Coup D' Etat</p> <p>1.5. Completeness of Uniform and Other Paraphernalia</p> <p>1.5.1. The winning bidder shall be responsible in seeking clearance and approval from PNP-SOSIA with regards to the uniform requirements of the DTI, DCP and PTTC. The cost of the uniform is</p>	<p><i>manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
--	---	---

	<p>understood to be included in the computation of financial proposal.</p> <p>The following shall comprise the basic uniform and equipment of security guard while on duty:</p> <ul style="list-style-type: none"> 1.5.1.1. Prescribed Basic Uniform with black shoes and name patch (type, color and cut of uniform shall be in accordance with Sec 14 of RA 5487 as amended by PD 1919). 1.5.1.2. Identification Card (I.D.) 1.5.1.3. Night stick/ baton 1.5.1.4. Whistle 1.5.1.5. Timepiece (synchronized) 1.5.1.6. Writing pen 1.5.1.7. Notebook and duty checklist (logbook paginated and smyth sewn) 1.5.1.8. Flashlight 1.5.1.9. First Aid Kit 1.5.1.10. Service Firearms with holster 1.5.1.11. Communication radio 1.5.1.12. Handcuffs 1.5.1.13. Raincoat <p>1.5.2. The Contractor shall provide, at its own expense, at least three (3) complete sets of basic uniform per year to all guards. A pair of black shoes should be provided upon deployment to DTI, DCP or PTTC, and may be replaced only as the need arises.</p> <p>1.5.3. The DTI, DCP and PTTC may require security guards like the supervisors/ officers to wear office barong instead of the guard uniform.</p> <p>1.5.4. The DTI, DCP and PTTC prohibits the Contractor to charge the security guards to be assigned in their agency for their uniform.</p> <p>1.6. Other Requirements of the Contractor (For Post-Qualification Process)</p> <p>The Contractor must submit a copy of the following documents:</p> <ul style="list-style-type: none"> 1.6.1. Certified True Copy of SSS, PhilHealth & Pag-Ibig remittances for the past three (3) years (2018-2020). 1.6.2. Photocopies of pay slips of the concerned guards from the Contractor (January 2020 to December 2020). <p>2. SCOPE OF WORKS AND SERVICES</p> <p>2.1. The security personnel shall perform the following duties:</p>	
--	--	--

	<ul style="list-style-type: none">2.1.1. Safeguard the buildings/ properties of the Department of Trade & Industry (DTI) and its attached agencies, Design Center of the Philippines (DCP) and Philippine Trade Training Center (PTTC), from fire hazards, criminal infiltration, economic sabotage, electronic attack, bomb threats, flood damage, vandalism and other forms of physical destruction.2.1.2. Safeguard the vehicles, equipment, furniture, supplies and other materials of the DTI, DCP and PTTC against theft, robbery, fire, arson and other forms of crimes.2.1.3. Safeguard the DTI, DCP and PTTC personnel and employees against harm or threats while inside the Agency premises.2.1.4. Refrain from doing, causing or permitting any nuisance at the DTI, DCP and PTTC premises or anything which will cause unnecessary disturbances or inconvenience to the operation/visitors of DTI, DCP and PTTC.2.1.5. Prevent/access entry to restricted areas and/or by unauthorized persons unless duly authorized by the DTI, DCP and PTTC Management. If this cannot be done peacefully the guard on duty should report the same to DTI, DCP and PTTC Management for proper actions. Maintain logbook of entry and exit movements of authorized personnel in the restricted areas.2.1.6. Undertake regular rounds in the DTI, DCP and PTTC premises, at least every two hours interval, even after office hours and non-working days. Regular inspection of storage area shall likewise be conducted.2.1.7. Strictly implement the "No ID, No Entry" policy to employees, visitors and clients.2.1.8. Issue visitor's pass for individuals after appropriate verification of purpose of visit and to collect passes when visitors leave the premises. The security personnel shall also monitor activities and whereabouts of the guests.2.1.9. Monitor and frisk employees and visitors for firearms, deadly weapons, explosives, toxic chemicals, prohibited drugs, contraband items and other similar items. Firearms and other deadly weapons must be deposited to the security guard at the entrance lobby in exchange for a firearm report/receipt.2.1.10. Prevent entry after office hours and non-working days, including Saturdays, Sundays and holidays,	
--	---	--

	<p>unless duly authorized by DTI, DCP and PTTC Management.</p> <p>2.1.11. Prevent employees from staying overnight within the DTI, DCP and PTTC office and premises, unless duly authorized by the DTI, DCP and PTTC Management.</p> <p>2.1.12. Switch off the lights, computers, air condition, 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 employees in an effort to conserve energy/resources.</p> <p>2.1.13. Security personnel shall be polite, courteous, respectful and responsive to officers, employees, guests and VIPs. He/ she must act up on the orders/ directions of the DTI, DCP and PTTC officials and authorized representatives in their day to day performance of job and ensure the implementation of security protocols.</p> <p>2.1.14. The security personnel must be accountable for the safe keeping of all equipment and materials issued to him/ her as part of his/ her duty, and report immediately any damage to said equipment or materials.</p> <p>2.1.15. Expedite any and all activities in support of the mission and objectives of the Agency including all legal and lawful instructions handed down by the higher authority.</p> <p>2.1.16. Record and document in the logbook all significant events occurring in his/ her area of responsibility, such as but not limited to inward and outward movements of personnel, visitors, equipment, and properties; and/or report in writing any incident detrimental to the integrity of the DTI, DCP and PTTC. Records shall be made available for inspection of DTI, DCP and PTTC authorized representatives.</p> <p>2.1.17. Maintain proper decorum, personal discipline, grooming and decent uniform while on duty and refrain from reading newspapers, using mobile phone, drinking alcoholic beverage or taking prohibited drugs or any other wrongdoing that will distract him/her from performing his/her official function.</p> <p>2.1.18. Prepare and submit reports as may be required by DTI, DCP and PTTC.</p>	
--	---	--

2.1.19. Comply with Orders, Circulars and other policies of the DTI, DCP and PTTC, including lawful orders by the management and General Services Division.

2.1.20. The Contractor shall 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 designated DTI, DCP and PTTC officials/ representative within 24 hours.

2.1.21. To strictly comply with R.A.5487 as amended by P.D. 1919, otherwise known as the Private Security Agency Law, and its implementing rules and regulations.

3. MANPOWER REQUIREMENT AND SCHEDULE

DTI MAIN OFFICE – Security Guards

Post Area	Shift	Day	Total No. of Days	Time	Total No. of Hours
1. Detachment Commander	Day	Monday - Sunday	7	7:00AM – 11:00 PM	16
2. Shift-in-Charge	Day	Monday - Sunday	7	7:00 AM – 11:00 PM	16
3. GF Front Lobby	Day	Monday - Sunday	7	7:00 AM – 7:00 PM	12
4. GF Front Lobby Assist	Day	Monday - Friday	5	7:00 AM – 7:00 PM	12
5. GF Back Door	Day	Monday - Sunday	7	7:00 AM – 7:00 PM	12
6. GF Back Door Assist	Day	Monday - Friday	5	7:00 AM – 7:00 PM	12
7. Parking	Day	Monday - Sunday	7	7:00 AM – 7:00 PM	12
8. Parking Assistant	Day	Monday - Sunday	7	7:00 AM – 3:00 PM	8
9. Main Gate	Day	Monday - Friday	5	7:00 AM – 7:00 PM	12
10. Basement	Day	Monday-Friday	5	7:00 AM – 7:00 PM	12
11. 2F	Day	Monday - Friday	5	7:00 AM – 7:00 PM	12
12. 3F	Day	Monday - Friday	5	7:00 AM – 7:00 PM	12
13. 4F	Day	Monday - Friday	5	7:00 AM – 7:00 PM	12
14. 5F	Day	Monday - Friday	5	7:00 AM – 7:00 PM	12
15. 6F	Day	Monday - Sunday	7	7:00 AM – 7:00 PM	12

16. Roving Guard	Day	Monday Sunday	-	7	7:00 AM – 3:00 PM	8
17. Shift-in-Charge/ IO	Night	Monday Friday	-	5	7:00 PM – 11:00 AM	16
18. Front Lobby	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12
19. Back Door	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12
20. Main Gate/ Parking	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12
21. 6F	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12
<u>DTI INTERNATIONAL – Security Guards</u>						
Post Area	Shift	Day		Total No. of Days	Time	Total No. of Hours
1. Shift-in-Charge	Day	Monday Sunday	-	7	7:00 AM – 11:00 PM	16
2. Basement	Day	Monday Friday	-	5	7:00 AM – 7:00 PM	12
3. Main Gate	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
4. Parking	Day	Monday Friday	-	5	7:00 AM – 7:00 PM	12
5. Back Door	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
6. Front Lobby	Day	Monday Friday	-	5	7:00 AM – 7:00 PM	12
7. 2F	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
8. 3F	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
9. 4F	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
10. Main Gate	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12
11. Back Door	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12
12. 3F	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12
13. 4F	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12
14. 5F	Day	Monday Friday	-	5	7:00 AM – 7:00 PM	12
<u>DTI FTEB – Security Guards</u>						
Post Area	Shift	Day		Total No.	Time	Total No. of Hours

				of Days		
1. Shift-in-Charge	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
2. Lobby Entrance	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
3. Lobby Information	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
4. Lobby Information	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
5. Backdoor	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
6. Parking	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
7. 2F	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
8. 3F	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
9. Lobby	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12
10. Backdoor	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12
11. Parking	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12

DTI FTEB WAREHOUSE, MAKATI – Security Guards

QTY	Shift	Day		Total No. of Days	Time	Total No. of Hours
1	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
1	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12

DTI BIS, TARA BUILDING MAKATI – Security Guards

Post Area	Shift	Day		Total No. of Days	Time	Total No. of Hours
1	Day	Monday Sunday	-	7	7:00 AM – 7:00 PM	12
1	Night	Monday Sunday	-	7	7:00 PM – 7:00 AM	12

DTI CB, DP, PAB & BTIPR, HAIPIN BUILDING MAKATI – Security Guards

Post Area	Shift	Day	Total No. of Days	Time	Total No. of Hours
1. GF	Day	Monday - Sunday	7	7:00 AM - 7:00 PM	12
2. 2F	Day	Monday - Sunday	7	7:00 AM - 7:00 PM	12
3. 5F	Day	Monday- Sunday	7	7:00 AM - 7:00 PM	12
4. GF	Night	Monday - Sunday	7	7:00 PM - 7:00 AM	12
5. 2F	Night	Monday - Sunday	7	7:00 PM - 7:00 AM	12
6. 5F	Night	Monday - Sunday	7	7:00 PM - 7:00 AM	12

DTI NCRO, MAKATI – Security Guards

Post Area	Shift	Day	Total No. of Days	Time	Total No. of Hours
1. NC-Ground Floor	Day	Monday - Sunday	5	8:00 AM - 5:00 PM	12
2. 2F	Day	Monday - Sunday	7	7:00 AM - 7:00 PM	12
3. 2F	Night	Monday - Sunday	7	7:00 PM - 7:00 AM	12

DTI NCRO, MARIKINA – Security Guards

QTY	Shift	Day	Total No. of Days	Time	Total No. of Hours
1	Day	Monday - Friday	5	7:00 AM - 7:00 PM	12
5	Day	Monday - Sunday	7	7:00 AM - 7:00 PM	12
5	Night	Monday - Sunday	7	7:00 PM - 7:00 AM	12

DTI NCRO, OTHER AREAS – Security Guards

Post Area	Shift	Day	Total No. of Days	Time	Total No. of Hours
1. Mandaluyong (City Hall)	Day	Monday - Sunday	7	8:00 AM - 5:00PM	12

2.	Lux Building	Day	Monday - Friday	5	8:00 AM – 5:00PM	12
3.	Lucky China Town	Day	Monday - Friday	5	10:00 AM – 7:00 PM	12

BPS TESTING CENTER, CAVITE – Security Guards

QTY	Shift	Day	Total No. of Days	Time	Total No. of Hours
1	Day	Monday - Sunday	7	7:00 AM – 7:00 PM	12
1	Night	Monday - Sunday	7	7:00 PM – 7:00 AM	12

Design Center of the Philippines (DCP)

Post Area	QTY	Shift	Day	Total No. of Days	Time	Total No. of Hours
1.Lobby/Entrance	1	Day	Monday-Sunday	7	6:00 AM – 6 PM	12
2. Parking/Roving Asst.	1	Day	Monday-Sunday	7	6:00 AM – 6 PM	12
3.Lobby/Entrance	1	Night	Monday-Sunday	7	6:00 PM – 6 AM	12
4. Roving Guard	1	Night	Monday-Sunday	7	6:00 PM – 6 AM	12
5. Roving Guard	1	Day	Monday-Sunday	7	6:00 AM – 2 PM	8
Total = 5						

Philippine Trade Training Center (PTTC)

QTY	Shift	Day	Total No. of Days	Time	Total No. of Hours
1	Day	Monday - Sunday	7	6:00 AM – 6:00 PM	12
1	Night	Monday - Sunday	7	6:00 PM – 6:00 AM	12
2	Day	Monday - Saturday	6	6:00 AM – 6:00 PM	12
6	Day	Monday - Sunday	7	6:00 AM – 10:00 PM	8
(shifting)					
Total = 10					

	<p>4. SCHEDULE OF PERSONNEL REQUIREMENTS</p> <p>4.1. Security Guard</p> <p>4.1.1. Filipino Citizen</p> <p>4.1.2. Must be at least high school graduate.</p> <p>4.1.3. With at least three (3) years of experience as a security guard</p> <p>4.1.4. Good in oral and written communication</p> <p>4.1.5. Physically and mentally fit</p> <p>4.1.6. At least five feet and four inches (5'4") for male and five feet and two inches (5'2") in height for female.</p> <p>4.1.7. Must have passed the neuropsychiatric evaluation test and drug test valid for the duration of the contract.</p> <p>4.1.8. Must have undergone the following training upon commencement of the contract or upon deployment:</p> <p>4.1.8.1. Anti-terrorism</p> <p>4.1.8.2. Basic of Safety/ Fire Prevention</p> <p>4.1.8.3. First Aid Course</p> <p>4.1.8.4. Self-defense</p> <p>4.1.8.5. Gun safety and handling</p> <p>4.1.9. Must possess a valid security license from Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) and should maintain a valid security license upon deployment until end of the contract.</p> <p>4.1.10. Must be of good moral character, honest, alert, and have not been convicted of any offensive involving moral turpitude. Certificate of good moral character or clearances from the Philippine National Police (PNP), the National Bureau of Investigation (NBI), the barangay the guard resides, as well as the Prosecutor's Office, The Regional Trial Court, the Metropolitan Trial Court or other first-level court, and the police department of the city or the municipality where the guard resides in, should be submitted to DTI, DCP and PTTC.</p> <p>4.2. Detachment Commander and Shift-in-Charge</p> <p>4.2.1. Filipino Citizen</p> <p>4.2.2. Physically and mentally fit</p> <p>4.2.3. College graduate, preferably BS Criminology or any Bachelor's Degree and must be a Certified Security Professional (CSP).</p> <p>4.2.4. Should have undergone any of equivalent military officer's training, such as Security Officer Course with corresponding certificate and diploma</p> <p>4.2.5. At least five feet and four inches (5'4") in height</p> <p>4.2.6. Computer literate and must have a good knowledge in report and incident report preparation, and monitoring and operation of CCTV.</p>	
--	---	--

- 4.2.7. Good in oral and written communication
- 4.2.8. With at least one (1) year experience as Security Officer from security detachment with manpower complement of at least 30 guards for DTI, 4 for DCP and 9 for PTTC.
- 4.2.9. Must have undergone the following training upon commencement of the contract or upon deployment:
- 4.2.9.1. Anti-terrorism
 - 4.2.9.2. Basic of Safety/ Fire Prevention
 - 4.2.9.3. First Aid Course
 - 4.2.9.4. Self-defense
 - 4.2.9.5. Gun safety and handling
 - 4.2.9.6. Red Cross
- 4.2.10. Must be a licensed Security Officer and should maintain a valid security license upon deployment until end of the contract.
- 4.2.11. Must be of good moral character, honest, alert, and have not been charged or convicted of any offensive involving moral turpitude. Certificate of good moral character or clearances from the Philippine National Police (PNP), the National Bureau of Investigation (NBI), the barangay the guard resides, as well as the Prosecutor's Office, The Regional Trial Court, the Metropolitan Trial Court or other first-level court, and the police department of the city or the municipality where the guard resides in, should be submitted to DTI, DCP and PTTC.

5. MATERIALS/ EQUIPMENT/ SUPPLIES TO BE PROVIDED BY THE CONTRACTOR

	Description	QTY
5.1.	.38 cal./9mm pistol, or a combination thereof, with ammo loaded extra clip	52
5.2.	Shotgun with 12 extra round of ammunition	14
5.3.	Taser gun	15
5.4.	Handheld based radio transceivers with individual chargers, headset, microphone, and spare battery pack UHF (preferred) with repeater, capable to call within Makati (Simplex & Duplex Frequency)	53
5.5.	Reflectorized traffic vests	40
5.6.	Bullhorn	14
5.7.	Ostrich mirror	2
5.8.	Raincoats	12
5.9.	Rain boots	42
5.10.	Metal Detector	12
5.11.	Heavy Duty Stretcher	12
5.12.	Wheelchair	12
5.13.	Heavy Duty umbrellas	40
5.14.	Rechargeable search light	31
5.15.	Firearms vault	11

5.16. Motorcycle	2
5.17. Brand new vehicle for roving & emergency response	1
5.18. Office basic supplies, as required (Batteries, logbook, bond papers, ball pen, etc.)	Various
5.19. Luggage probe sticks	19
5.20. Crowd control equipment (shield, helmet, face mask and perimeter cordon, etc.)	Various
5.21. Biometrics	10
5.22. Electronic tour watchman clock	43
5.23. CCTV monitoring system	8
6. OTHER RESPONSIBILITIES OF THE CONTRACTOR	
<p>6.1. The Contractor shall provide complete continuous security measures on round the clock basis on all days throughout the year, including Saturdays, Sundays and holidays by changing personnel in rotation or replacement in accordance with the deployment schedule provided; thus, replacement of any guard due to, but not limited to, unsatisfactory performance shall be done within 24 hours upon receipt of a written request from the DTI, DCP or PTTC Management. On the other hand, the Contractor shall not replace security guard/s or security personnel without approval from the DTI, DCP or PTTC Management.</p> <p>6.2. The Contractor shall require its security guards or security personnel to render services exceeding the scheduled working hours in the exigency of the service as the need arises. The security guard shall not be allowed to leave the place of duty under any circumstance until and unless properly relieved. The security posts shall not be left unmanned at any time.</p> <p>6.3. The Contractor shall submit the Persona Data Sheet, copies of Private Security License Card, Police Clearance, NBI clearance, Neuro-Psychiatric Test, Drug Test, Physical Fitness certificate, Health Certificate, Gun safety seminar certificate, Training on first aid and life saving techniques certificate of the guards.</p> <p>6.4. The Contractor shall provide readily available relievers in case the regular posted guards or security personnel are not present. In case of unforeseen absences, the following rules on cover-up, shall be strictly observed.</p> <p>6.4.1. Cover-up duty refers to services rendered by a security guard over and above his/ her regular tour of duty, in order to fill-up a vacant post (assignment), in lieu of another security guard who did not report for duty.</p> <p>6.4.2. Cover-up duties shall be limited to a maximum of (4) days of cover-up, on a 15/16 days duty, not to exceed sixteen (16) hour straight duty.</p>	

	<p>6.5. To maintain physically fit security guards and security personnel assigned to and accepted by the DTI, DCP and PTTC, the Contractor shall require Annual Physical Examination (APE) to all its security guards and security personnel. A record of its results shall be submitted to the authorized representatives of DTI, DCP and PTTC.</p> <p>6.6. Preferably, the Contractor shall provide proof of vaccination and photocopy of vaccination card to show that the security guards have already been vaccinated.</p> <p>6.7. The Contractor shall deploy security officers with appropriate training in the operation of CCTV surveillance cameras.</p> <p>6.8. The Contractor shall provide proof of Red Cross training of all security guards.</p> <p>6.9. The Contractor's security guards or security personnel are not be allowed to stay in the building premises when not on duty, unless authorized or any unforeseen condition prevail.</p> <p>6.10. The Contractor shall adopt an ATM-based payroll remittance system and issue pay slips to its personnel on a regular basis.</p> <p>6.11. The Contractor shall pay the salaries, benefits and other incentives and allowances of all security guards and security personnel and its relievers, in a timely and efficient manner, including payment for all pertinent provisions of all relevant laws such as, but not limited to, the Labor Code, living allowance, 13th month pay, PD No. 361, Minimum Wage Law, PhilHealth, Social Security Law and the Employees Compensation Act. It is understood that the security guard and security personnel is an independent contractor and therefore, there is no employer-employee relationship between them and the DTI, DCP or PTTC.</p> <p>6.12. The Contractor shall assume full responsibility for any liabilities, cause/s of action or claims which may be filed by any of the security guard or security personnel under Labor Laws, Employees Compensation Laws or other special laws, rules and regulations mandated by the Department of Labor and Employment which are now in effect by virtue hereof, the Contractor shall render the DTI, DCP or PTTC its officers and employees free and harmless of any of such liabilities, cause of action or claims.</p> <p>6.13. The security guards and security personnel of the contractor shall in no case be an employee of the DTI, DCP or PTTC and accordingly, the DTI, DCP or PTTC cannot be held</p>	
--	--	--

	<p>responsible for any claims for compensation for personal injury or damages including death, where such injury or damage was carried either to any persons resulting in the course of the performance of the duty of the said security guard or security personnel.</p> <p>6.14. The Contractor shall be responsible for the loss, damage, or injury that may be suffered by the DTI, DCP or PTTC official and employees where the loss, damage or injury are found to be brought by the fault or negligence of the security guard/s of the Contractor. It is expressly understood that the Contractor shall not be liable for any loss or damage due to fortuitous events or force majeure except when the Contractor or its security guards are at fault or negligent. That the Contractor shall guarantee the payment of any loss or damage to the property of DTI, DCP or PTTC after proper investigation has been conducted where it has been established that the loss or damage was a result of the act, omission or negligence of the security guard.</p> <p>6.15. The Contractor shall provide security augmentation in any DTI, DCP or PTTC events where provision of K-9 security or additional powered weapon may be requested by the DTI, DCP or PTTC.</p> <p>6.16. The Contractor shall, at its own expense, provide the security guards assigned to the DTI, DCP and PTTC Offices, vehicles, radios, cellular phones and other devices including operational expenses and maintenance, that are necessary, appropriate or incidental to the performance of duties. Homemade firearms commonly known as the "PALTIK" or other similar firearms prohibited by law shall not be issued to any of the guards.</p> <p>6.17. The Contractor shall ensure that the security guards or security personnel to be deployed or posted are properly equipped with firearm; with valid and current license and has a covering Duty-Detail-Order (DDO). The Contractor shall also be responsible for the renewal of security and firearms licenses and permit to carry firearms of its security guards and security personnel.</p> <p>6.18. The Contractor shall require the security personnel to undergo regular and periodic refresher training, such as TESDA Security Services NC II, within three (3) months from contract signing. Documents and records pertaining to these may be requested by the DTI, DCP and PTTC Management to verify and ensure compliance to this.</p>	
--	--	--

	<p>6.19. The Contractor shall submit a comprehensive security plan and ensure its implementation during the entire contract duration.</p> <p>6.20. The Contractor shall submit the following for the Post-Qualification Process:</p> <p>6.20.1. Certification of Good Standing from Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) and Philippine Association of Detective and Protective Agency Operators (PADPAO).</p> <p>6.20.2. Certified copy of License to Operate as Security and Protective Agency from Philippine National Police.</p> <p>6.20.3. List of Personnel to be deployed to DTI, DCP and PTTC with the following attachments:</p> <p>6.20.3.1. Personal Information Sheet</p> <p>6.20.3.2. Resume/ Bio Data</p> <p>6.20.3.3. Form 137 or Transcript of Records</p> <p>6.20.3.4. High school or College Diploma</p> <p>6.20.3.5. NBI, Police and Barangay Clearance</p> <p>6.20.3.6. Court Clearance</p> <p>6.20.3.7. Security License</p> <p>6.20.3.8. Birth Certificate</p> <p>6.20.3.9. Medical Certificate</p> <p>6.20.3.10. Training Certificate/s</p> <p>6.20.3.11. Neuro Psychiatric Result</p> <p>6.20.3.12. Drug Test Result</p> <p>7. ABSORPTION OF EXISTING PERSONNEL AND ADDITION OR REDUCTION IN PERSONNEL</p> <p>7.1. The DTI, DCP, and PTTC reserves the right to demand for the absorption of existing security guards or security personnel currently employed.</p> <p>7.2. DTI, DCP, and PTTC reserves the right to increase or decrease the number of security personnel as it may deem necessary.</p> <p>7.3. Any decrease, increase or re-shuffling of the guard/s shall be with prior written approval of the DTI, DCP or PTTC.</p> <p>7.4. Removal or replacement of originally posted guards shall likewise be with prior written approval of the DTI, DCP and PTTC.</p> <p>8. TERMS OF PAYMENT</p> <p>8.1. The contractor should have an approved credit line from a credible banking institution equivalent to at least two (2) months of the monthly contract and a proof of approved credit line equivalent to two (2) months' payroll period should be submitted as part of this requirement.</p> <p>8.2. Payment shall be made on a monthly basis through bank credit. Bank transfer fee, if any, shall be charged against the creditor's account.</p>	
--	--	--

	<p>9. SUBMISSION OF STATEMENT OF ACCOUNT/ BILLING</p> <p>9.1. The Contractor shall submit the monthly billing within the month following the month served; e.g. if the month served is October, the Statement of Account (SOA) and all supporting documents for October must be submitted on or before end of November. Statements of Account with incomplete supporting documents shall not be processed.</p> <p>9.2. The following documents shall be attached together with the submission of SOA:</p> <p>9.2.1. Daily Time Records (DTR) should be signed by the security guard.</p> <p>9.2.2. Summary Sheet should be signed by the Contractor's authorized representative(s) and should tally with the DTR as to:</p> <p>9.2.2.1. Guard's name assigned in every attachment; and</p> <p>9.2.2.2. Number of days rendered per guard including cover-ups;</p> <p>9.2.2.3. Affidavit executed by its President or Treasurer stating that during the payroll period concerned, it has paid its guards assigned at DTI, DCP or PTTC. In support thereof, the Contractor shall also submit, along with the aforementioned affidavit, photocopies of the bank deposit slips evidencing online payment to its security guards and photocopies of pay slips of the deployed guards.</p> <p>9.3. Delayed payment of salary/wages of security personnel will be penalized</p> <p>9.4. The Contractor shall check the number of guards assigned to each detachment and shall ensure cover-ups, if any, do not overlap or exceed the equivalent man-hours for those guards absent, as stated in item 6.3.2. of this TOR.</p> <p>9.5. On a quarterly basis, the Contractor shall submit to DTI, DCP or PTTC, clearances or proofs from relevant government agencies showing payment by the Contractor of the employee benefits due to guards assigned to DTI, DCP or PTTC, such as but not limited to SSS, PhilHealth and Pag-ibig premiums.</p> <p>9.6. The submission of the Contractor of a false and/or fraudulent document or its failure to submit verifications, affidavits, clearances and other documents required to support its billings shall be sufficient ground for DTI, DCP or PTTC not to pay the security services being billed and to terminate the contract.</p> <p>9.7. Should a security guard assigned to any DTI, DCP or PTTC office/ property file a claim for unpaid wages or other employment benefits before the National Labor Relations Commission or other appropriated government entity in connection with the worked performed under the contract,</p>	
--	---	--

	<p>DTI, DCP or PTTC reserves the right to withhold from the Contractor's security service fees any amounts representing such claims.</p> <p>9.8. DTI, DCP and PTTC reserves the right to withhold payment to the Contractor in the event that the Contractor fails to comply with the requirement, commitments and obligations contained in the contract.</p> <p>10. ADMINISTRATIVE COST</p> <p>All administrative cost bid for the entire duration of the contract shall be a fixed cost and shall not be adjusted during the implementation except for the following:</p> <p>10.1. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding.</p> <p>10.2. Increase in taxes</p> <p>10.3. If during the term of Contract DTI, DCP or PTTC sees the need to add or reduce the number of security guards, the resulting cost of said addition or reduction, provided that the ABC for the relevant year not exceeded.</p> <p>11. TERMINATION OF CONTRACT</p> <p>The DTI, DCP and PTTC may, at any given time, terminate the contract for the provision of security services for breach of any of the provisions thereof and other legal causes by serving a written notice to the other party at least thirty (30) days before the intended date of termination.</p> <p>12. CONFIDENTIALITY CLAUSE</p> <p>All information, data and documents and concerning the business and affairs of the DTI, DCP and PTTC which are classified as confidential shall be treated with extreme secrecy by the Contractor and its assigned personnel, and shall not be communicated or disclosed to any person or entity without prior written clearance from the DTI, DCP or PTTC.</p>	
2	<p style="text-align: center;">LOT NO. 2</p> <p>Close-in Security Service for the Department of Trade and Industry (DTI)</p> <p>1. SCOPE OF WORKS AND SERVICES</p> <p>1.1. The close-in security shall perform the following duties:</p> <p>1.1.1. Perform work sixteen (16) hours per day, seven (7) days a week, inclusive of regular and special holidays.</p> <p>1.1.2. Secure the Secretary of the DTI from bodily harm or any and all forms of threat to his/ her safety and security.</p>	

	<p>1.1.3. Secure the premises where the Secretary works and travels</p> <p>1.1.4. Be accountable for and safe keep the equipment and materials issued to him/ her as part of his/ her duty, and report immediately any damage to said equipment or materials.</p> <p>1.1.5. Maintain proper decorum, personal discipline and grooming while on duty and refrain from drinking alcoholic beverages or taking prohibited drugs or any other wrongdoing that will distract him/her from performing his/ her official function.</p> <p>1.1.6. To strictly comply with R.A. 5487 as amended by P.D. 1919, otherwise known as the Private Security Agency Law, and it's implementing rules and regulations.</p> <p>2. SCHEDULE OF REQUIREMENTS FOR CLOSE-IN SECURITY</p> <p>2.1. Filipino Citizen</p> <p>2.2. Completed 72 units of college education</p> <p>2.3. With at least five years' experience as a close-in and security guard</p> <p>2.4. Good in oral and written communication</p> <p>2.5. Physically and mentally fit</p> <p>2.6. Minimum height of: 5'6" for male and 5'2" for female</p> <p>2.7. Must have undergone pre-licensing training course</p> <p>2.8. With good knowledge in incident report preparation</p> <p>2.9. Must have passed the neuropsychiatric evaluation test and drug test</p> <p>2.10. Must have undergone the following training:</p> <p>2.10.1. Anti-terrorism</p> <p>2.10.2. Basic of Safety/ Fire Prevention</p> <p>2.10.3. First Aid Course</p> <p>2.10.4. Self-defense</p> <p>2.10.5. Special/personal Security Protection Course</p> <p>2.10.6. Bomb detection and identification</p> <p>2.10.7. Gun safety and handling</p> <p>2.11. Must be a licensed Protection Agent (PA) and should maintain a valid security license during bidding date until end of the contract.</p> <p>2.12. Must have license to carry firearms in securing the Secretary and premises</p> <p>2.13. Must possess a professional driver's license and trained in combat driving.</p> <p>2.14. Must be of good moral character, honest, alert and have not been charged nor convicted of any offense involving moral turpitude. Certificate of good moral character from barangay where the prospective guard is a resident, should be submitted to DTI.</p> <p>2.15. Must have at least five (5) years' experience in providing security/ personal assistance to VIPs.</p>	
--	--	--

	<p>3. MATERIALS/ EQUIPMENT/ SUPPLIES TO BE PROVIDED BY THE CONTRACTOR</p> <p>3.1. Uniform (Barong) 3.2. Service Firearms (w/ holster) - 9mm Pistol with ammo loaded with 1 extra clip 3.3. Communication/ Handheld Radio</p> <p>4. TECHNICAL PARAMETERS</p> <p>4.1. Stability of the Company 4.1.1. Years of Experience 4.1.1.1. Has been in the business for at least ten (10) years 4.1.1.2. Should have a minimum of one thousand (1000) deployed security personnel 4.1.1.3. Has provided Close-in security services to at least 5 government or private institutions for the past five (5) years 4.1.1.4. Contractor shall submit certification under oath list of contracts completed for the past five (5) years.</p> <p>5. OTHER RESPONSIBILITIES OF THE CONTRACTOR</p> <p>5.1. The Contractor shall maintain physically fit close-in security assigned to and accepted by the DTI to render services for the duration of the contract unless otherwise advised by the DTI. 5.2. The close-in security of the contractor shall in no case be an employee of the DTI and accordingly, the DTI cannot be held responsible for any claims for compensation for personal injury or damages including death, where such injury or damage was carried either to any persons resulting in the course of the performance of the duty of the said close-in security. 5.3. The Contractor shall provide a reliever in case of absence of any of the close-in security personnel. 5.4. The Contractor shall pay the salaries, benefits and other incentives and allowances of all close-in security and its relievers, in a timely and efficient manner, including payment for all pertinent provisions of all relevant laws such as, but not limited to, the Labor Code, living allowance, 13th month pay, PD No. 361, Minimum Wage Law, Philhealth, Social Security Law and the Employees Compensation Act. It is understood that the close-in security personnel is an independent contractor and therefore, there is no employer-employee relationship between them and the DTI. 5.5. The contractor must submit a certified true copy of SSS, Philhealth and Pag-ibig remittances for the past three (3) years (2018-2020) and photocopies of pay slips of the</p>	
--	--	--

	<p>concerned close-in security personnel from the contractor (January 2020 to December 2020).</p> <p>5.6. The contractor must submit proof of payment of SSS, Philhealth and Pag-ibig every quarter before DTI will process the billing statement</p> <p>5.7. Delayed payment of salary/wages of close-in security personnel will be penalized.</p> <p>5.8. The Contractor shall provide/ purchase, on its own account, all supplies, materials, tools and equipment necessary, appropriate and incidental to the performance of the job.</p> <p>5.9. The Contractor shall provide preferably fully vaccinated close-in security personnel</p> <p>5.10. The Contractor shall provide proof of Red Cross training of all close-in security guards.</p> <p>5.11. The Contractor shall submit the following for the <i>Post-Qualification Process</i>:</p> <p style="padding-left: 20px;">5.11.1. Certification of Good Standing from Philippine National Police Security Agency and Guards Supervision Division (PNP-SAGSD) and Philippine Association of Detective and Protective Agency Operators (PADPAO).</p> <p style="padding-left: 20px;">5.11.2. Certified copy of License to Operate as Security and Protective Agency from Philippine National Police.</p> <p>6. ABSORPTION OF EXISTING PERSONNEL AND ADDITION OR REDUCTION IN PERSONNEL</p> <p>The DTI reserves the right to demand for the absorption of existing close-in security personnel currently employed. In addition to this, DTI reserves the right to increase or decrease the number of close-in security personnel as it may deem necessary.</p> <p>7. TERMINATION OF CONTRACT</p> <p>The DTI may, at any given time, terminate the contract for the provision of close-in security services for breach of any of the provisions thereof and other legal causes by serving a written notice to the other party at least thirty (30) days before the intended date of termination.</p> <p>8. CONFIDENTIALITY CLAUSE</p> <p>All information, data and documents and concerning the business and affairs of the DTI which are classified as confidential shall be treated with extreme secrecy by the Contractor and its assigned personnel, and shall not be communicated or disclosed to any person or entity without prior written clearance from the DTI.</p>	
--	--	--

	<p>9. TERMS OF PAYMENT</p> <p>Payment shall be made on a monthly basis through bank credit. Bank transfer fee, if any, shall be charged against the creditor's account.</p>	
--	--	--

Conforme:

Name & Signature of the
Authorized Representative

Name of Company

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 (Annex A); **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 (Annex B); **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 (Annex C); **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) (Annex D); **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 (Annex E); **and**
- (b) Original of duly signed and accomplished Price Schedule(s) (Annex F).

Statement of Ongoing Contract/s

This is to certify that _____ (Name of Company) _____ has the following ongoing contract/s:

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of contract and value of outstanding contracts	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements (if applicable)

 Name of Company/Bidder

 Signature over printed Name of Authorized Representative

 Date

Statement of Single Largest Contract

This is to certify that _____ (Name of Company) _____ has the following completed contract/s for the period CY _____.

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements

 Name of Company/Bidder

 Signature over printed Name of
 Authorized Representative

 Date

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]*
[year] at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

ANNEX F

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Contract Agreement Form for the Procurement of Goods (Revised)

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

