



Republic of the Philippines
PROVINCE OF CAGAYAN
Alimannao, Peñablanca, Cagayan

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Provision of Security Services to Various Offices of the Provincial Government of Cagayan for C.Y. 2023

Government of the Republic of the
Philippines

November 11, 2022

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
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.....	9
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	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post-Qualification	13
21. Signing of the Contract	13
Section III. Bid Data Sheet	14
Section IV. General Conditions of Contract	15
1. Scope of Contract	15
2. Advance Payment and Terms of Payment	15
3. Performance Security	15
4. Inspection and Tests	15
5. Warranty	16
6. Liability of the Supplier	16
Section V. Special Conditions of Contract	17
Section VI. Schedule of Requirements	21
Section VII. Technical Specifications	22
Section VIII. Checklist of Technical and Financial Documents	27

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



Republic of the Philippines
PROVINCE OF CAGAYAN
Municipality of Peñablanca

PROVINCIAL BIDS AND AWARDS COMMITTEE GOODS AND SERVICES

INVITATION TO BID FOR

Provision of Security Services to Various Offices of the Provincial Government of Cagayan for C.Y. 2023

1. The Provincial Government of Cagayan, through the Annual Budget Appropriations intends to apply the sum of **P 23,839,200.00** being the ABC to payments under the contract for **Provision of Security Services to Various Offices of the Provincial Government of Cagayan for C.Y. 2023** / [Goods 075-2022]. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Provincial Government of Cagayan- Bids and Awards Committee now invites bids for the above Procurement Project. Delivery of the Goods is required for 12 months. Bidders should have completed, within the last five 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from Bids and Awards Committee - Goods and Services (BAC-GS) of the Provincial Government of Cagayan and inspect the Bidding Documents at the address given below during Mondays to Fridays from 8:00 A.M. to 5:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 11- December 2, 2022** from the given address and website below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **P25,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The Provincial Government of Cagayan- Bids and Awards Committee (Goods and Services) will hold a Pre-Bid Conference¹ on **November 18,2022, 11:15 a.m.** at 2nd Floor, GSO Building, BAC Conference Room, Capitol Compound, Capitol Hills, Alimannao Peñablanca Cagayan and/or through video conferencing or webcasting via Google Meetings which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **December 2,2022, 8:00 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 2,2022, 10:15 a.m.** at the given address below and/or via Google Meetings. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Provincial Government of Cagayan reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

ATTY. IAN LUIS C. AGUILA, CPA
Head, BAC Secretariat/General Services Officer
Capitol Hills, Capitol Compound,
Alimannao Peñablanca Cagayan
pbac.cagayan@gmail.com
(078) 396-2143

12. You may visit the following websites:

For downloading of Bidding Documents: www.cagayan.gov.ph

November 11, 2022.

ATTY. ROGELIO R. TALIPING JR.
Chairperson, PBAC Goods and Services

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Provincial Government of Cagayan wishes to receive Bids for the **Provision of Security Services to Various Offices of the Provincial Government of Cagayan for C.Y. 2023**, with identification number **Goods 075-2022**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **C.Y. 2023** in the amount of **P 23,839,200.00**

2.2. The source of funding is:

- a. Procurement short of award pending approval of the Annual Budget 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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. **The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **2nd Floor GSO Building, BAC Conference Room, Capitol Hills, Alimannao, Peñablanca Cagayan /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 the last five years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for 120 days reckoning from the bid opening. 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 four copies of the first and second components of its Bid. **One (1) copy marked "ORIGINAL" and 3 photocopies, properly tabbed/labeled.**

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.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18. 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

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

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Provision of Security Services.</p> <p style="margin-left: 40px;">b. completed within the last 5 years prior to the deadline for the submission and receipt of bids.</p>								
7.1	Sub-contracting is not allowed.								
12	The price of the Goods shall be quoted DDP Provincial Government of Cagayan or the applicable International Commercial Terms (INCOTERMS) for this Project.								
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than two percent (2%) of the ABC if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than five percent (5%) of the ABC if bid security is in Surety Bond.</p>								
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">Qty</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Security Services</td> <td style="text-align: center;">86</td> <td style="text-align: center;">23,839,200.00</td> </tr> </tbody> </table>	No.	Particulars	Qty	ABC	1	Security Services	86	23,839,200.00
No.	Particulars	Qty	ABC						
1	Security Services	86	23,839,200.00						
20.2	No further instructions.								
21.2	<p>ADDITIONAL DOCUMENTS REQUIRED:</p> <ol style="list-style-type: none"> 1. Must be ISO registered. 2. All offers must be in accordance to existing labor laws. 3. Must have a physical office in Tuguegarao City. 4. PNP SOSIA LICENSE TO OPERATE 5. List of prospective guards with photocopy of agency ID 6. Other conditions and warranties for the contract 7. Other appropriate licenses and permits required: <p>Clearance from the following agencies:</p> <ul style="list-style-type: none"> ▪ Social Security System (SSS) ▪ PhilHealth ▪ Pag-IBIG ▪ DOLE 								

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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 Tuguegarao City Cagayan. 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 Tuguegarao City Cagayan. 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 <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. 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; 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
	<ol style="list-style-type: none"> 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.

f. **ADDITIONAL INCIDENTAL SERVICES**

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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.

Packaging –

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.

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>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	Payment term is indicated in the Other Conditions and Warranties.
4	The inspections and tests that will be conducted are: Review on the qualifications of the submitted List of Security Guards to be deployed and Inspection and Testing of the Supplies / Equipment to be issued to the Security Guards.

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.

No.	Description	Unit	Qty	Delivered/Weeks/Months
1	Security Services (Security Guards)	heads	86	January to December 31, 2023

Section VII. Technical Specifications

Item	Specification	Quantity	Statement of Compliance
<p>1</p>	<p>Job Order Security Guards for Twelve (12) Months for C.Y. 2023</p> <p>Security Services 24 hours/7 days a week</p> <p>Inclusions: Security Services (24 hours/ 7 days a week)</p> <p>Handheld portable two-way radio with NTC License Permit, multifunction display with complete accessories, such as but not limited to the following:</p> <p>Battery charger for handheld radio; Extra battery pack for handheld radio</p> <p>Provision of Motorcycle for Rooving Guard</p> <p>Firearms should be in good-condition, covered with license by PNP-FEO with complete load and ammunition. Handheld Metal Detector Portable Flashlight/guard on duty Gun Taser/guard on duty Rechargeable Emergency Light Handcuff Rattan Botton</p> <p>Office Supplies and Security Paraphernalia shall consist of:</p> <p>Logbook Ballpen Umbrella First Aid Kit (Alcohol, Betadine, Cotton and Gauze)</p>	<p>86 heads</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 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>

OTHER CONDITIONS AND WARRANTIES FOR

“Provision of Security Services to Various Offices of the Provincial Government of Cagayan for C.Y. 2023”

I. DURATION OF CONTRACT

The Contract for the security services shall be for 12 months.

II. SCOPE OF SERVICES/MANPOWER DEPLOYMENT

2.1 GENERAL

The **CONTRACTOR** agrees to provide security services and assign guards for the purpose of protecting the personnel and properties including government/private vehicles within the establishments and premises of the **PROVINCIAL GOVERNMENT OF CAGAYAN (PGC)** and to prevent theft, pilferage, robbery, trespass and other unlawful acts of strangers or third persons as well as employees of **PGC** and **CONTRACTOR**. It shall also maintain peace and order in the establishments and premises of the **PGC** to be enforced at all times, including period of emergency and calamity.

2.2 SPECIFIC

2.2.1 The **CONTRACTOR** shall provide the **PGC** with a detachment of **EIGHTY-SIX (86) SECURITY GUARDS** to be deployed at, **BUT NOT LIMITED TO:**

- a. Museo de Cagayan, Centro, Tuguegarao City
- b. Provincial Learning and Resource Center, Caritan Sur, Tuguegarao City
- c. SUB-CAPITOL, Bangag, Lallo, Cagayan
- d. PROVINCIAL BREEDING STATION, Zitanga, Ballesteros, Cagayan
- e. CARIG DEMO FARM, Carig Norte, Tuguegarao City
- f. E.N.R. ECOLOGICAL PARK, Nassiping, Gattaran, Cagayan
- g. PROVINCIAL FISHERY STATION, Catayauan, Lal-lo, Cagayan
- h. PROVINCIAL FISHERY STATION, Bantay, Calamaniugan, Cagayan
- i. PROVINCIAL FISHERY STATION, Palauig, Sta. Ana, Cagayan
- j. CAGAYAN SPORTS COMPLEX, Caritan, Tuguegarao City
- k. PROVINCIAL CAPITOL COMPOUND, Capitol Hills, Alimannao, Peñablanca, Cagayan
- l. Anquiray Farm School, Anguiray, Amulung, Cagayan

The guards to be supplied by the **CONTRACTOR** are duly licensed by the PNP-Security Agency Guard Supervision Division (SAGSD), provided with appropriate uniforms, logistics, communication equipment, ammunitions, and adequately fit to render service.

- 2.2.2 The security detachment shall operate twenty-four (24) hours service daily and the guards of the detachment shall be designated to render the service according to assignments or shifts to be determined by the Provincial Government of Cagayan.
- 2.2.3 The **CONTRACTOR** shall not allow any guard to work more than eight (8) hours/shift within a 24-hour period, except in cases of emergencies, fortuitous events, natural calamities, imminent threat on the life of PGC personnel and loss of **PGC** properties, which shall be responded to by the guards and to be reported to the Chief, Special Investigation Division, immediately but not later than 12 noon, the following working day. The Chief, SID, shall give such reasonable instructions to the **CONTRACTOR** as he deems necessary, which instructions the **CONTRACTOR** must comply.
- 2.2.4 The **CONTRACTOR** shall issue VISITOR's ID (to be provided by the PGC).
- 2.2.5 The **CONTRACTOR** shall submit to the **PGC** a monthly listing of the names of guards and their deployment for the purposes of monitoring shift rotations.

III. WARRANTIES OF THE CONTRACTOR

- 3.1 The **CONTRACTOR** warrants that each security guard deployed at the PGC is:
- 3.1.1 of good moral character and reputation, courteous, alert and without criminal or police records;
 - 3.1.2 physically and mentally fit as certified by an Accredited Government Physician;
 - 3.1.3 not less than 21 nor more than 55 years of age;
 - 3.1.4 duly licensed and properly screened and cleared by the PNP, NBI, Barangay and Government offices issuing clearance for employment;
 - 3.1.5** a possessor of all the qualifications required by RA 5487 (Private Security Agency Law) as amended by PD 1919.
- 3.2 The **CONTRACTOR** warrants and guarantees that the guards are hardworking, reliable and dedicated to do the service required to the satisfaction of the PGC.
- 3.3 The **CONTRACTOR** warrants that each guard is provided with duly licensed firearms and ammunition, communication and other detector equipment; and sees to it that when on duty, such guard is armed and in the prescribed uniform and accouterments.

- 3.4 The **CONTRACTOR** warrants that it carries on an independent business and has substantial capital or investment as well as qualified technical personnel and reliable work force, which are necessary in the conduct of its business and the performance of its work.
- 3.5 The **CONTRACTOR** shall comply with all the requirements of the Labor Code, other pertinent laws and applicable rules and regulations relating to Workman's Compensation, Social Security, PhilHealth, SSS and other benefits to which its employees may be entitled to, and the **PGC** may require the **CONTRACTOR** to show or produce papers to warrant compliance therewith. The **CONTRACTOR** shall have no pending labor case.
- 3.6 The **CONTRACTOR** agrees to pay its employees and personnel the wages, overtime pay and all other employment benefits provided under the Labor Code and other pertinent laws and applicable rules and regulations which maybe promulgated or issued by the appropriate government authority and to assume and be directly responsible for the enforcement of the compliance with all existing rules and regulations, particularly in respect of any of all claims brought by the said employees. The **CONTRACTOR** hereby holds the **PGC** free from all such claims and liabilities.
- 3.7 The **CONTRACTOR** undertakes that the mandated minimum wage or the minimum take home pay required by law will be received by each guard per month and all allowances, thirteenth month pay and other benefits reflected in its submitted breakdown of salary will be strictly enforced and failure to comply therewith shall be sufficient cause for the **PGC** to terminate this contract.
- 3.8 The **CONTRACTOR** shall exercise discipline, supervision, control and administration over its guards in accordance with law, ordinances, and other pertinent government rules and regulations as well as the rules and policies laid down by the **PGC** on the matter. However, the **CONTRACTOR** shall, at all times within the contract period, afford **Extended Administrative and Supervisory Control** powers over its guards to the **PGC** on matters such but not limited to the maintenance of proper discipline, deployment or post/place assignment, and implementation of security related policies, except the power to hire and to dismiss. For this purpose, the **CONTRACTOR** is attached to the **PGC** for security policy coordination, implementation, and guidance.
- 3.9 The **CONTRACTOR** shall, at all times within the contract period, recognize/uphold the right of the **PGC**, in the exercise of its **Extended Administrative and Supervisory Control powers**, to recommend replacement/termination of guards who violate the rules and regulations, and policies laid down by the **PGC** on the matter.
- 3.10 The **CONTRACTOR** shall be responsible and liable for the acts, defaults, negligence or omissions of any of its employees and representatives in the performance of their duties and shall fully indemnify the **PGC** for the losses and damages arising therefrom.

3.11 The **CONTRACTOR**, including its agents and personnel, shall abide with all the rules promulgated by the **PGC** pertaining to the conduct of operations with its facilities. The **CONTRACTOR** shall assume full responsibility for the proper performance of the duties of the security guards, including in action, omission or commission by said security guards within the **PGC** building premises as contracted. The **PGC** shall be specifically released from any claims by/or liabilities to employees of the **PGC** and third parties arising from negligence or omission of the security guards.

IV. PERFORMANCE BOND AND OTHER SECURITY DEPOSIT

The **CONTRACTOR** shall put up a Performance Bond as specified in Section 39, Rule XI of the revised IRR of R.A 9184 which is equivalent to 5% of the total contract price in the form of **a)** Cash or Manager's Check, Bank draft/guarantee confirmed by a Universal or Commercial Bank, or **b)** Irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank and 30% of the total contract price in the form of **c)** Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security, payable to the **PGC** to guarantee due and faithful performance of the terms and conditions of this contract; and to answer for any loss or damage and for the expenses, cost, and/or damage that maybe incurred by the **PGC** occasioned by or resulting from the negligence or omission of the **CONTRACTOR**.

V. TERMS OF PAYMENT

The **CONTRACTOR** shall be paid twice a month (*quincena* basis) based on the actual number of security guards that rendered service subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Withholding Tax on VAT and EVAT. Payment shall be made within a reasonable time from submission of all the required documents. No advance payment shall be made as provided in pertinent provisions of PD 1445 (The Government Accounting Rules of the Philippines) and section 338 of RA 7160 (The Local Government Code of 1991).

VI. PRE-TERMINATION OF THE CONTRACT

The CONTRACT for the Security Services maybe pre-terminated by the **PGC** for any violation of the terms of said CONTRACT. In case of pre-termination, the **CONTRACTOR** shall be informed by the **PGC** thirty (30) days from the date of effectivity thereof.

Further, in case of pre-termination, the **CONTRACTOR** shall be liable for liquidated damages equivalent to 1/10 of one percent (0.01%) of the total contract price as provided by the Government Accounting and Auditing Manual.

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (n) 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**
- (o) 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

- (p) 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)

- (q) *[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.
- (r) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

