

# **BIDDING DOCUMENTS**

# **SECURITY SERVICES**



**November 2023**

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# ***Glossary of Acronyms, Terms, and Abbreviations***

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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



## INVITATION TO BID FOR *Security Services*

1. The *National Privacy Commission* through the *FY 2024 General Appropriations Act* intends to apply the sum of *Three Million Nine Hundred Thirty-One Thousand Pesos (Php3,931,000.00)* being the ABC to payments under the contract for *Security Services – APP Item No. 2024-0025*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *National Privacy Commission* now invites bids for the above Procurement Project. Delivery of the Goods is required for a period of *twelve (12) months which shall commence on 1 January 2024 until 31 December 2024*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *National Privacy Commission* and inspect the Bidding Documents at the address given below during *Monday to Friday, 9:00 AM to 4:00 PM*. *Due to alternative work arrangement being adopted by the Commission, please set an appointment first with the NPC-BAC Secretariat through the email address given below.*

*For the processing of payment of the Bidding Documents, please be reminded to bring the following documents:*

- a) *Copy of the Invitation to Bid;*
- b) *Original or Certified True Copy of Letter of Intent*
- c) *Copy of company ID; and*
- d) *For check payments, check should be issued to the Bureau of the Treasury*
- e) *For cash payments, copies of the cash with visible serial number.*

Please send an advanced copy of the abovementioned documents to the BAC Secretariat at: [bacsecretariat@privacy.gov.ph](mailto:bacsecretariat@privacy.gov.ph) before your scheduled appointment to facilitate the preparation of payment documents.

5. A complete set of Bidding Documents may be acquired by interested Bidders on November 3, 2023 from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, or through electronic means via electronic mail in accordance with the NPC-BAC Guidelines on Electronic Submission and Receipt of Bids*.
6. The *National Privacy Commission* will hold a Pre-Bid Conference<sup>1</sup> on *13 November 2023, 3:00 P.M.* through video conferencing *via Microsoft Teams*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through *electronic submission via electronic mail to [bacsecretariat@privacy.gov.ph](mailto:bacsecretariat@privacy.gov.ph) on or before 28 November 2023 08:00 A.M.* Late bids shall not be accepted.

The bid submission shall contain the following documents, in accordance with the *NPC-BAC Guidelines on Electronic Submission and Receipt of Bids*:

1. 1 zip folder containing the Technical Component of the Bid
2. 1 zip folder containing the Financial Component of the Bid
3. Proof of Payment of Bidding Documents
4. Proof of virus/malware scan
5. Excel file with hash values of the zip folders

Submission of incomplete documents will result to the non-issuance of bid receipt document which is equivalent to non-acceptance of the bid submission.

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 *28 November 2023 3:00 P.M.* through *videoconferencing via Microsoft Teams*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *Procedure for the conduct of electronic submission and receipt of bids shall be in accordance with the NPC-BAC Guidelines on Electronic Submission and Receipt of Bids.*

*If you wish to join the pre-bid conference and the bid opening through video conferencing via Microsoft Teams, please coordinate with the NPC-BAC Secretariat through the email address given below.*

11. **Please note that this is an EARLY PROCUREMENT ACTIVITY and award of contract will commence upon approval and effectivity of its funding source or its budget authorization document.**

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<sup>1</sup> 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.



12. The *National Privacy Commission* 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.

13. For further information, please refer to:

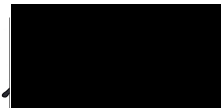
*Bids and Awards Committee Secretariat*  
*West Banquet Hall, 5<sup>th</sup> Floor Delegation Building,*  
*Philippine International Convention Center, Pasay City*  
[bacsecretariat@privacy.gov.ph](mailto:bacsecretariat@privacy.gov.ph)  
(02) 8234-2228 local 127  
[www.privacy.gov.ph](http://www.privacy.gov.ph)

*Note: Due to the alternative work arrangement being adopted by the National Privacy Commission, please communicate through the e-mail address provided.*

14. You may visit the following websites:

For downloading of Bidding Documents: [www.privacy.gov.ph](http://www.privacy.gov.ph)

03 November 2023.



Digitally signed by  
Patula Maria Theresita  
Elnar

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*Atty. Maria Theresita E. Patula*  
*Chairperson, Bids and Awards Committee*

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

*IMPORTANT NOTE: In compliance with the Government Procurement Policy Board (GPPB) Resolution Nos. 09-2020 and 12-2020 approving measures for the efficient conduct of procurement activities and prescribing the form of the certification required for the conduct of electronic submission and receipt of bids by a procuring entity, the NPC Bids and Awards Committee (NPC-BAC) in a Resolution dated 03 August 2021, approved and adopted the “Guidelines on Electronic Submission and Receipt of Bids”, herein attached, for the efficient execution of its procurement activities, particularly the competitive biddings lined up for the year.*

*Please refer to the said guidelines for instructions on the proper preparation of your bids to be submitted electronically via e-mail to [bacsecretariat@privacy.gov.ph](mailto:bacsecretariat@privacy.gov.ph)*

## **1. Scope of Bid**

The Procuring Entity, *National Privacy Commission* wishes to receive Bids for the *Security Services*, with identification number *APP Item No. 2024-0025*.

The Procurement Project (referred to herein as “Project”) is composed of *one (1) lot*, 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 *FY2024 General Appropriations Act* in the amount of *Three Million Nine Hundred Thirty-One Thousand Pesos (Php3,931,000.00)*.

2.2. The source of funding is the 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.

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
- a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 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. 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 through videoconferencing 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**

*IMPORTANT NOTE: In compliance with the Government Procurement Policy Board (GPPB) Resolution Nos. 09-2020 and 12-2020 approving measures for the efficient conduct of procurement activities and prescribing the form of the certification required for the conduct of electronic submission and receipt of bids by a procuring entity, the NPC Bids and Awards Committee (NPC-BAC) in a Resolution dated 03 August 2021, approved and adopted the “Guidelines on Electronic Submission and Receipt of Bids”, herein attached, for the efficient execution of its procurement activities, particularly the competitive biddings lined up for the year.*

**For the submission of the PhilGEPS Platinum Membership and Registration, please refer to GPPB Resolution No. 15-2021, on the suspension of the implementation of mandatory submission of the PhilGEPS Certificate of Platinum**

**Registration and Membership, and the mandatory submission of the revised PhilGEPS Certificate reflecting the four (4) caveats mentioned in the said Resolution.**

*Please refer to the said guidelines for instructions on the proper preparation of your bids to be submitted electronically via e-mail to [bacsecretariat@privacy.gov.ph](mailto:bacsecretariat@privacy.gov.ph)*

*Also note that, once declared the lowest/single calculated bid and endorsed for post-qualification, you will be required to submit hard copies of the bids, sealed, and marked in accordance with the instruction contained in these bidding documents.*

- 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**

*IMPORTANT NOTE: In compliance with the Government Procurement Policy Board (GPPB) Resolution Nos. 09-2020 and 12-2020 approving measures for the efficient conduct of procurement activities and prescribing the form of the certification required for the conduct of electronic submission and receipt of bids by a procuring entity, the NPC Bids and Awards Committee (NPC-BAC) in a Resolution dated 03 August 2021, approved and adopted the "Guidelines on Electronic Submission and Receipt of Bids", herein attached, for the efficient execution of its procurement activities, particularly the competitive biddings lined up for the year.*

*Please refer to the said guidelines for instructions on the proper preparation of your bids to be submitted electronically via e-mail to [bacsecretariat@privacy.gov.ph](mailto:bacsecretariat@privacy.gov.ph)*

*Also note that, once declared the lowest/single calculated bid and endorsed for post-qualification, you will be required to submit hard copies of the bids, sealed, and marked in accordance with the instruction in this bidding documents.*

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

## **13. Bid and Payment Currencies**

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

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

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days from the date of the opening of bid, which is on March 27, 2024*. 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

*IMPORTANT NOTE: In compliance with the Government Procurement Policy Board (GPPB) Resolution Nos. 09-2020 and 12-2020 approving measures for the efficient conduct of procurement activities and prescribing the form of the certification required for the conduct of electronic submission and receipt of bids by a procuring entity, the NPC Bids and Awards Committee (NPC-BAC) in a Resolution dated 03 August 2021, approved and adopted the "Guidelines on Electronic Submission and Receipt of Bids", herein attached, for the efficient execution of its procurement activities, particularly the competitive biddings lined up for the year.*

*Please refer to the said guidelines for instructions on the proper preparation of your bids to be submitted electronically via e-mail to [bacsecretariat@privacy.gov.ph](mailto:bacsecretariat@privacy.gov.ph)*

*Also note that, once declared the lowest/single calculated bid and endorsed for post-qualification, you will be required to submit hard copies of the bids, sealed, and marked in accordance with the instruction in the bidding documents.*

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**.

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<sup>2</sup> 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.

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: 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**

- 20.1. 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/Single 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**.
- 20.2 The Security Services Provider shall be compliant with Section 4(A) of NPC Circular 2022-03, "*Guidelines for Private Security Agencies on the Proper Handling of Customer and Visitor Information,*" providing for guidelines for Private Security Agencies (PSAs).

## **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> <ul style="list-style-type: none"> <li>a. <i>Contracts for the supply of Security Services for various facilities (i.e., businesses, commercial, or industrial), for the protection of personnel, equipment, and building assets.</i></li> <li>b. completed within 3 years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not applicable.</i>
12	The price of the Goods shall be quoted DDP <i>National Privacy Commission</i> 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> <ul style="list-style-type: none"> <li>a. The amount of not less than <u>P 196,550.00</u> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <u>P 1,179,300.00</u> if bid security is in Surety Bond.</li> </ul>
15	<p><b><i>IMPORTANT NOTE: In compliance with the Government Procurement Policy Board (GPPB) Resolution Nos. 09-2020 and 12-2020 approving measures for the efficient conduct of procurement activities and prescribing the form of the certification required for the conduct of electronic submission and receipt of bids by a procuring entity, the NPC Bids and Awards Committee (NPC-BAC) in a Resolution dated 03 August 2021, approved and adopted the "Guidelines on Electronic Submission and Receipt of Bids", herein attached, for the efficient execution of its procurement activities, particularly the competitive biddings lined up for the year.</i></b></p> <p><b><i>Please refer to the said guidelines for instructions on the proper preparation of your bids to be submitted electronically via e-mail to <a href="mailto:basecretariat@privacy.gov.ph">basecretariat@privacy.gov.ph</a></i></b></p> <p><b><i>Also note that, once declared the lowest/single calculated bid and endorsed for post-qualification, you will be required to submit hard copies of the bids, sealed, and marked in accordance with the instruction here in this bidding documents.</i></b></p> <p><b><i>The bidder who has the lowest/single calculated bid shall submit one (1) original copy and one (1) readable hard copy of the first (technical) and second (financial) components of its bid. Documents to be submitted shall be properly tabbed and labeled.</i></b></p>
19.3	<i>Not applicable.</i>
20.2	<i>Not applicable.</i>
21.2	<i>Not applicable.</i>

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

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

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause													
1	<p>1. The Service Provider shall have the necessary experience and expertise in providing the following services:</p> <p style="margin-left: 40px;">a. The security guards must be duly licensed, properly skilled/trained, of good moral character, psychologically, mentally and physically fit, and with the following minimum qualifications:</p> <ul style="list-style-type: none"> <li>• Filipino citizen;</li> <li>• Five (5) males and four (4) females, or vice versa:</li> </ul> <table border="1" style="margin-left: 80px; width: 60%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">Level of Qualification</th> <th style="width: 15%;">No. of Personnel</th> <th style="width: 15%;">Age</th> <th style="width: 45%;">Additional Requirements</th> </tr> </thead> <tbody> <tr> <td><b>Security Officers (supervisory)</b></td> <td>*2  <i>*1 primary and 1 alternate</i></td> <td>Not more than 60 years old</td> <td>- Physically Fit to Work - able to draft documentations and reports of incidents</td> </tr> <tr> <td><b>Regular Security Guards</b></td> <td>7</td> <td>Not more than 45 years old</td> <td>- Physically Fit to Work</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Must have completed at least a two-year college or vocational course;</li> <li>• At least 5'4" in height for male and 5'2" height for female.</li> </ul> <p style="margin-left: 40px;">b. The Security Service Provider shall also submit the following documentary requirements prior to posting:</p> <ul style="list-style-type: none"> <li>• Certificate from any accredited security training institute of the Private Security Licensing of PNP;</li> <li>• NBI Clearance;</li> <li>• PNP Clearance; Barangay Clearance;</li> <li>• Physical/Medical/Health Certificate;</li> <li>• Psychoneurotic test; and</li> <li>• Personal Data Sheet.</li> </ul> <p style="margin-left: 40px;">c. Perform other tasks that may be assigned from time to time.</p> <p>2. The Service Provider shall be responsible in supervising and monitoring the security guards deployed at the NPC to ensure that they efficiently perform their duties and responsibilities as herein provided;</p>	Level of Qualification	No. of Personnel	Age	Additional Requirements	<b>Security Officers (supervisory)</b>	*2  <i>*1 primary and 1 alternate</i>	Not more than 60 years old	- Physically Fit to Work - able to draft documentations and reports of incidents	<b>Regular Security Guards</b>	7	Not more than 45 years old	- Physically Fit to Work
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3. The Service Provider shall ensure that deployed security guards are to be provided with proper uniforms and paraphernalia, firearms and ammunitions and other basic equipment as provided in RA No. 5487 including security related equipment and vehicles in accordance with the following schedule of requirements;

- **Schedule of Requirements**

The Security Service Provider shall provide on its own account all materials, tools, and equipment necessary, appropriate and incidental to the job. Unless otherwise specified by the NPC, the following supplies, materials, tools and equipment will be utilized:

DESCRIPTION	QUANTITY
Security Services	Nine (9) Security Guard with 8 hours shifting to complete the services of 24 hours (except for the parking lot having 16-hour daily service only)
Handheld portable two-way radio with NTC License Permit, multifunction display and with complete accessories such as but not limited to the following: <ul style="list-style-type: none"> <li>• Battery Charger for Handheld radio;</li> <li>• Extra battery pack for Handheld radio</li> </ul>	4
9mm Caliber Pistol with Ammunition and Accessories <i>Firearms should be in good conditions, covered with license by PNP-FEO with complete load and ammunition.</i>	3
Handheld Metal Detector	3
Portable Flashlight	3
Rechargeable Emergency Light	3
Handcuff	3
Taser	3
OFFICE SUPPLIES AND SECURITY PARAPHERNALIA shall consist of: <ul style="list-style-type: none"> <li>• Logbooks</li> <li>• Ballpens</li> <li>• Umbrellas</li> <li>• First Aid Kits</li> <li>• Raincoat</li> </ul>	For the whole contract period  24 pcs 480 pcs 6 pcs 12 pcs 9 pcs

4. The security services shall cover all NPC Offices but not limited to the following:

- Conduct security checks of all visitors entering the Office Building;
- Monitor the entry of all officials, employees and visitors and logs their arrival and departure on a separate list provided by the NPC-HRDD;
- Assist in securing the time keeping machine.;
- Conduct regular roving inspection during night-time to prevent incidence of theft or fire;

- e. Unplug computers and other office equipment during night-time except equipment in the Data Center;
  - f. Implement minimum health and safety protocols for the prevention of COVID-19 such as: checking of body temperature and filled out Daily Health Assessment Form, if necessary; and
  - g. Perform other tasks that maybe assigned from time to time.
5. The Service Provider shall provide, at its own expense, all the necessary supplies of the security guards deployed at the NPC Office;
  6. The Service Provider shall submit every month to the ASD a photocopy of the logbook of officials, visitors and employees;
  7. Submit its own security plan which includes COVID-19 Protocol in the workplace for the purpose of maintaining law and order at the NPC Offices even at times of pandemic;
    - The security plan shall be submitted within 5 working days after the issuance of Notice to Proceed
  8. The Service Provider shall assume full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract;
  9. The Service Provider shall be able to respond to security issues within three (3) hours from receipt of notification. In case of delays in the three (3) hour response time, corresponding penalties or liquidated damages will be implemented;
  10. In case of emergencies or urgent security concerns within the office premises, the security guards should respond immediately;
  11. The Service Provider shall guarantee that all security guards follow all regulations, policies, security programs and plans as contained in the approved security plan to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of NPC including authorized visitors in the execution of their duties;
  12. The Service Provider shall submit promptly every morning to NPC ASD the shift guard mounting reports, as well as reports of all incidents of loss, injury and damage to life and property, involving NPC's property and personnel that occurred during the previous day;
  13. The Service Provider shall provide monthly security shifting schedule to be approved by the NPC in order to exercise effective administration, control, supervision and inspection, through its Supervisors/Shift-in-Charge, to prevent any violation or commission of anomalous acts by

the guards, whether on or off duty. Security Provider shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to NPC's personnel or visitors, or damage/loss to NPC's properties or those of its personnel or visitors within NPC areas. In case of absences and non-reliever, the NPC has the right to deduct equivalent amount in its monthly billing.

14. The Service Provider shall ensure that in no case shall the security guard render services for more than an 8-hour shift.

15. The Service Provider shall comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances and all other benefits to its security personnel within legal rates provided under DOLE Department Order No. 150-16 and other related laws and all other legal benefits of its employees; (*see attached Sample Costing*)

- a. Except for the 20% administrative fee<sup>3</sup> provided for under Section 4 of DOLE DO No. 150-16, insofar as it imposes a minimum administrative fee of 20% of the total contract cost for Service Agreement for security services, which runs counter to the provision of Section 31 of Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations. Thus, the NPC does not require for a minimum (percentage) for the administrative fee as a component of the total contract cost. Prospective bidders, however, are reminded to strictly comply with all relevant labor rules and regulations.
- b. The Schedule of Contribution for SSS and PhilHealth and other statutory benefits shall be the latest as issued by the respective agencies.
- c. As discussed in DOLE's Handbook on Workers' Statutory Monetary Benefits, for those who are required to work everyday, including Sundays or rest days, special days and regular holidays, the total number of working days applied is 394.40 days/year.

<sup>3</sup> The Government Procurement Policy Board's (GPPB) clarification through its Non-Policy Matter Opinion No. 120 dated 06 December 2016 (NPM No. 120-2016) regarding the validity of the 20% standard administrative fee provided under DOLE DO 150-16, states:

"Similar to the 10% administrative fee imposed under Section 9(b)(ii) of DOLE DO No. 18-A, the 20% administrative fee provided for under Section 4 of

DOLE DO No. 150-16 is also a percentage rate that has for its effect the fixing of a floor price on Service Agreements. In this regard and following the position of the Government Procurement Policy Board (GPPB) as stated and explained in the following GPPB issuances, namely: GPPB Resolution (Res.) No.14-2012 dated 1 June 2012; GPPB Res. No. 14-2015 and GPPB Circular No. 04-2015, both dated 30 April 2015; and Policy Matter Opinion Nos. 03-2012 dated 30 November 2012 and 02-2013 dated 11 April 2014, as well as the case of Philippine Sports Commission, et. al. vs. Dear John Services, Inc. (G.R. No. 183260 dated 4 July 2012), we are of the opinion that Section 4 of DOLE DO No. 150-16, insofar as it imposes a minimum administrative fee of 20% of the total contract cost for Service Agreement for security services, likewise runs counter to the provision of Section 31 of Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations."

16. The NPC, shall comply should there be a law and other social and labor legislation enacted after the execution of a Contract mandating additional and/or increase in wages, allowances, and other benefits to Service Provider's security personnel resulting in the escalation of the rates of pay to Service Providers security personnel, the Service Provider and the NPC will discuss and negotiate on the adjustment of the rate, provided that, such adjustment in the contract rate shall only cover the one "due to the security personnel" and "due to the government". The corresponding incremental rate (agency fee) for the Contractor shall not be adjusted during the contract period.

**Delivery and Documents –**

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:

"The delivery terms applicable to this Contract are delivered *at the National Privacy Commission 5th Floor, Delegation Building, Philippine International Convention Center, Vicente Sotto Avenue, Pasay City, Metro Manila 1307*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity's Representative at the Project Site are *Ms. Kimberly Ann M. Medina/Mr. Joel T. Pagtulingan*.

**Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- 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;
- a. 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><b>Intellectual Property Rights –</b></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	<p>The terms of payment shall be as follows: <i>Monthly payment for the services rendered will be processed upon receipt of monthly billing statement, daily time record (DTR), summary of attendance and accomplishment report of utility personnel and upon issuance of Certificate of Acceptance of Output by the end-user, and the proof that the SSS, PhilHealth, and PAG-IBIG monthly remittances have been made in favor of the security personnel deployed at the NPC.</i></p>
4	<p>The inspections and tests that will be conducted are: <i>The inspections and tests will be conducted by the Inspection and Acceptance Committee of the National Privacy Commission and the end-user.</i></p>

## *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	Description	Quantity	Total	Delivered, Weeks/Months												
1	<p>Security Services</p> <p><b>Nine (9) Security Guards</b> with 8 hours shifting to complete the services of 24 hours (except for the parking lot having 16-hour daily service only)</p> <p>The security guards must be duly licensed, properly skilled/trained, of good moral character, psychologically, mentally and physically fit, and with the following minimum qualifications:</p> <ul style="list-style-type: none"> <li>• Filipino citizen;</li> <li>• Five (5) males and four (4) females, or vice versa:</li> </ul>	<p>5 males 4 females or vice versa</p>	9	<p>Deployment upon receipt of Notice to Proceed</p>												
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	<ul style="list-style-type: none"> <li>• Must have completed at least a two-year college or vocational course;</li> <li>• At least 5'4" in height for male and 5'2" height for female.</li> </ul> <p>The Security Service Provider shall also submit the following documentary requirements prior to posting:</p>															

	<ul style="list-style-type: none"> <li>○ Certificate from any accredited security training institute of the Private Security Licensing of PNP;</li> <li>○ NBI Clearance;</li> <li>○ PNP Clearance; Barangay Clearance;</li> <li>○ Physical/Medical/Health Certificate;</li> <li>○ Psychoneurotic test; and</li> <li>○ Personal Data Sheet.</li> </ul> <ul style="list-style-type: none"> <li>● Perform other tasks that maybe assigned from time to time.</li> </ul>			
2	<p>Handheld portable two-way radio with NTC License Permit, multifunction display and with complete accessories such as but not limited to the following:</p> <ul style="list-style-type: none"> <li>● Battery Charger for Handheld radio;</li> <li>● Extra battery pack for Handheld radio</li> </ul>	4	4	
3	<p>9mm Caliber Pistol with Ammunition and Accessories</p> <p><i>Firearms should be in good conditions, covered with license by PNP-FEO with complete load and ammunition.</i></p>	3	3	
4	Handheld Metal Detector	3	3	
5	Portable Flashlight	3	3	
6	Rechargeable Emergency Light	3	3	
7	Handcuff	3	3	
8	Taser	3	3	
9	<p>OFFICE SUPPLIES AND SECURITY PARAPHERNALIA shall consist of:</p> <ul style="list-style-type: none"> <li>● Logbook</li> <li>● Ballpen</li> <li>● Umbrella</li> <li>● First Aid Kit</li> <li>● Raincoat</li> </ul>	<p>24 pcs</p> <p>480 pcs</p> <p>6 pcs</p> <p>12 pcs</p> <p>9 pcs</p>	<p>24 pcs</p> <p>480 pcs</p> <p>6 pcs</p> <p>12 pcs</p> <p>9 pcs</p>	

***I hereby undertake to comply and deliver all the above requirements.***

\_\_\_\_\_  
***Company Name***

\_\_\_\_\_  
***Name and Signature of Authorized Representative***

\_\_\_\_\_  
***Date***

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



# Technical Specifications

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

Item	Specifications	Statement of Compliance												
	<p>1. The Service Provider shall have the necessary experience and expertise in providing the following services:</p> <p style="margin-left: 40px;">a. The security guards must be duly licensed, properly skilled/trained, of good moral character, psychologically, mentally and physically fit, and with the following minimum qualifications:</p> <ul style="list-style-type: none"> <li>• Filipino citizen;</li> <li>• Five (5) males and four (4) females, or vice versa:</li> </ul> <table border="1" style="margin-left: 80px; border-collapse: collapse; width: 80%;"> <thead> <tr> <th style="width: 25%;">Level of Qualification</th> <th style="width: 15%;">No. of Personnel</th> <th style="width: 15%;">Age</th> <th style="width: 45%;">Additional Requirements</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>Security Officers (supervisory)</b></td> <td style="text-align: center;">*2  *1 <i>primary and 1 alternate</i></td> <td style="text-align: center;">Not more than 60 years old</td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <li>- Physically Fit to Work</li> <li>- able to draft documentations and reports of incidents</li> </ul> </td> </tr> <tr> <td style="text-align: center;"><b>Regular Security Guards</b></td> <td style="text-align: center;">7</td> <td style="text-align: center;">Not more than 45 years old</td> <td style="vertical-align: top;"> <ul style="list-style-type: none"> <li>- Physically Fit to Work</li> </ul> </td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Must have completed at least a two-year college or vocational course;</li> <li>• At least 5'4" in height for male and 5'2" height for female.</li> </ul>	Level of Qualification	No. of Personnel	Age	Additional Requirements	<b>Security Officers (supervisory)</b>	*2  *1 <i>primary and 1 alternate</i>	Not more than 60 years old	<ul style="list-style-type: none"> <li>- Physically Fit to Work</li> <li>- able to draft documentations and reports of incidents</li> </ul>	<b>Regular Security Guards</b>	7	Not more than 45 years old	<ul style="list-style-type: none"> <li>- Physically Fit to Work</li> </ul>	
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	<p>b. The Security Service Provider shall also submit the following documentary requirements prior to posting:</p> <ul style="list-style-type: none"> <li>• Certificate from any accredited security training institute of the Private Security Licensing of PNP;</li> <li>• NBI Clearance;</li> <li>• PNP Clearance; Barangay Clearance;</li> <li>• Physical/Medical/Health Certificate;</li> <li>• Psychoneurotic test; and</li> <li>• Personal Data Sheet.</li> </ul> <p>c. Perform other tasks that maybe assigned from time to time.</p> <p>2. The Service Provider shall be responsible in supervising and monitoring the security guards deployed at the NPC to ensure that they efficiently perform their duties and responsibilities as herein provided;</p> <p>3. The Service Provider shall ensure that deployed security guards are to be provided with proper uniforms and paraphernalia, firearms and ammunitions and other basic equipment as provided in RA No. 5487 including security related equipment and vehicles in accordance with the following schedule of requirements;</p> <ul style="list-style-type: none"> <li>• <b>Schedule of Requirements</b></li> </ul> <p>The Security Service Provider shall provide on its own account all materials, tools, and equipment necessary, appropriate and incidental to the job. Unless otherwise specified by the NPC, the following supplies, materials, tools and equipment will be utilized:</p>	
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OFFICE SUPPLIES AND SECURITY PARAPHERNALIA shall consist of: <ul style="list-style-type: none"> <li>• Logbooks</li> <li>• Ballpens</li> <li>• Umbrellas</li> <li>• First Aid Kits</li> <li>• Raincoat</li> </ul>	For the whole contract period <ul style="list-style-type: none"> <li>24 pcs</li> <li>480 pcs</li> <li>6 pcs</li> <li>12 pcs</li> <li>9 pcs</li> </ul>
<p>4. The security services shall cover all NPC Offices but not limited to the following:</p> <ol style="list-style-type: none"> <li>a. Conduct security checks of all visitors entering the Office Building;</li> <li>b. Monitor the entry of all officials, employees and visitors and logs their arrival and departure on a separate list provided by the NPC-HRDD;</li> <li>c. Assist in securing the time keeping machine.;</li> <li>d. Conduct regular roving inspection during night-time to prevent incidence of theft or fire;</li> </ol>	

	<ul style="list-style-type: none"> <li>e. Unplug computers and other office equipment during night-time except equipment in the Data Center;</li> <li>f. Implement minimum health and safety protocols for the prevention of COVID-19 such as: checking of body temperature and filled out Daily Health Assessment Form, if necessary; and</li> <li>g. Perform other tasks that maybe assigned from time to time.</li> </ul> <ol style="list-style-type: none"> <li>5. The Service Provider shall provide, at its own expense, all the necessary supplies of the security guards deployed at the NPC Office;</li> <li>6. The Service Provider shall submit every month to the ASD a photocopy of the logbook of officials, visitors and employees;</li> <li>7. Submit its own security plan which includes COVID-19 Protocol in the workplace for the purpose of maintaining law and order at the NPC Offices even at times of pandemic; <ul style="list-style-type: none"> <li>a. The security plan shall be submitted within 5 days after the issuance of Notice to Proceed</li> </ul> </li> <li>8. The Service Provider shall assume full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract;</li> <li>9. The Service Provider shall be able to respond to security issues within three (3) hours from receipt of notification. In case of delays in the three (3) hour response time, corresponding penalties or liquidated damages will be implemented;</li> <li>10. In case of emergencies or urgent security concerns within the office premises, the security guards should respond immediately;</li> <li>11. The Service Provider shall guarantee that all security guards follow all regulations, policies, security programs and plans as contained in the approved security plan to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of NPC including authorized visitors in the execution of their duties;</li> </ol>	
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	<p>12. The Service Provider shall submit promptly every morning to NPC ASD the shift guard mounting reports, as well as reports of all incidents of loss, injury and damage to life and property, involving NPC's property and personnel that occurred during the previous day;</p> <p>13. The Service Provider shall provide monthly security shifting schedule to be approved by the NPC in order to exercise effective administration, control, supervision and inspection, through its Supervisors/Shift-in-Charge, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty. Security Provider shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to NPC's personnel or visitors, or damage/loss to NPC's properties or those of its personnel or visitors within NPC areas. In case of absences and non-reliever, the NPC has the right to deduct equivalent amount in its monthly billing.</p> <p>14. The Service Provider shall ensure that in no case shall the security guard render services for more than an 8-hour shift.</p> <p>15. The Service Provider shall comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances and all other benefits to its security personnel within legal rates provided under DOLE Department Order No. 150-16 and other related laws and all other legal benefits of its employees; (<i>see attached Sample Costing</i>)</p> <ul style="list-style-type: none"> <li>• Except for the 20% administrative fee provided for under Section 4 of DOLE DO No. 150-16, insofar as it imposes a minimum administrative fee of 20% of the total contract cost for Service Agreement for security services, which runs counter to the provision of Section 31 of Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations. Thus, the NPC does not require for a minimum (percentage) for the administrative fee as a component of the total contract cost. Prospective bidders, however, are reminded to strictly comply with all relevant labor rules and regulations.</li> <li>• The Schedule of Contribution for SSS and PhilHealth and other statutory benefits shall be the latest as issued by the respective agencies.</li> <li>• As discussed in DOLE's Handbook on Workers' Statutory Monetary Benefits, for those who are</li> </ul>	
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	<p>required to work everyday, including Sundays or rest days, special days and regular holidays, the total number of working days applied is 394.40 days/year.</p> <p>16. The NPC, shall comply should there be a law and other social and labor legislation enacted after the execution of a Contract mandating additional and/or increase in wages, allowances, and other benefits to Service Provider's security personnel resulting in the escalation of the rates of pay to Service Providers security personnel, the Service Provider and the NPC will discuss and negotiate on the adjustment of the rate, provided that, such adjustment in the contract rate shall only cover the one "due to the security personnel" and "due to the government". The corresponding incremental rate (agency fee) for the Contractor shall not be adjusted during the contract period.</p>	
	<p><b>IV. PAYMENT AND DELIVERY</b></p> <p>The security services will be provided at the NPC offices located at the Philippine International Convention Center, Pasay City as enumerated in the Scope of Work.</p> <p>Monthly payment for the services rendered will be processed upon receipt of monthly billing statement, daily time record (DTR), summary of attendance and accomplishment report of utility personnel and upon issuance of Certificate of Acceptance of Output by the end-user, and the proof that the SSS, Philhealth, and PAG-IBIG monthly remittances have been made in favor of the security personnel deployed at the NPC.</p>	

*I hereby undertake to comply and deliver all the above requirements.*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Name and Signature of Authorized Representative*

\_\_\_\_\_  
*Date*

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

**IMPORTANT NOTE:** Aside from these mentioned in the Bidding Documents, bidders are also reminded to comply with Government Procurement Policy Board Resolution No. 16-2020 Approving Circular 04-2020 (Guidelines in the Preparation of the Simplified Philippine Bidding Documents for Goods and Infrastructure Projects and the Submission of the Required Forms to be included in the Procurement of Goods, Infrastructure Projects, and Consulting Services) issued on 16 September 2020.

As such, bidders are reminded to use and submit the revised Bid Securing Declaration, Bid Form, Price Schedule, and Omnibus Sworn Statement, among others, as can be found in: <https://www.gppb.gov.ph/downloadables.php>.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR and GPPB Resolution No. 15-2021**.

#### Technical Documents

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

#### Financial Documents

- (g) 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*

- (h) 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.

## II. FINANCIAL COMPONENT ENVELOPE

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

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

- (k) *[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.

- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

