

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
GOODS**

Government of the Republic of the Philippines

**Provision of Security Services
(Early Procurement Activity (EPA)
for 2024**

PB23-16

ABC: PhP7,581,912.57

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines
NATIONAL LIBRARY OF THE PHILIPPINES

INVITATION TO BID FOR PROVISION OF SECURITY SERVICES
(EARLY PROCUREMENT ACTIVITY (EPA) FOR 2024

1. The **National Library of the Philippines (NLP)**, through the for **FY 2024 National Expenditure Program (NEP)** intends to apply the sum of **Seven Million Five Hundred Eighty One Thousand Nine Hundred Twelve Pesos and 57/100 Pesos (P7,581,912.57)** being the ABC to payments under the contract for the **Procurement for the Provision of Security Services (Early Procurement Activity (EPA) for 2024** with **PB23-16**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **National Library of the Philippines (NLP)**, now invites bids for the Provision of Security Services that will satisfy **fifteen 8-hour duties/shifts, two 12-hour duties/shifts, 24/7 a month**. Delivery of the Services is required from **January 1, 2024 – December 31, 2024, one (1) year contract**. Bidders should have completed, within **two (2) 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 proprietorship, 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 5183.

4. Prospective Bidders may obtain further information from **NLP Bids and Awards Committee (BAC) Secretariat** email address and inspect the Bidding Documents posted at the Philippine Government Electronic Procurement System (PhilGEPS) or in our official website web.nlp.gov.ph.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 15, 2023** from the given address and website(s) below and upon payment of the applicable fee of **Ten Thousand Pesos (P10,000.00)** only for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means or by presenting the official receipt in person.

6. The NLP will hold a Pre-Bid Conference on **November 23, 2023** at **10:00AM** through **video conferencing via zoom** which shall be open to all prospective bidders. Send interest to

bac@nlp.gov.ph with subject: Request to join the Pre-Bid Conference of Public Bidding No. 23-16. The BAC shall also entertain inquiries through email up to **December 10, 2023** or 1 day before the bid opening.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address below on or before **December 11, 2023 at 10:00am**. Submit a soft copy of technical (in PDF) and financial (in Word or Excel) requirements onto **USB flash drive**. 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 11, 2023 at 10:01AM** at the 3rd Floor Office Area, NLP Building, T.M. Kalaw St. Ermita, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

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

12. For further information, please refer to:

MARIE JOY H. BESTOIR
ELEANOR C. SIYANG
JONATHAN F. SANTOS
BAC Secretariat
National Library of the Philippines
Tel. No.: (02) 5336-7200 loc. 406 / 412
Email: bac@nlp.gov.ph
Website: web.nlp.gov.ph

13. You may visit the following websites:

For downloading of Bidding Document: web.nlp.gov.ph / www.philgeps.gov.ph

Sgd. **MARICEL M. UREÑA**
BAC, Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *National Library of the Philippines (NLP)* wishes to receive Bids for *Provision of Security Services (Early Procurement Activity (EPA) for 2024* with identification number *PB23-16*.

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 FY 2024 in the amount of *Seven Million Five Hundred Eighty One Thousand Nine Hundred Twelve Pesos and 57/100 (Php7,581,912.57)*

2.2. The source of funding is NGA, the *National Expenditure Program (NEP)*.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- 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.
 - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **November 23, 2023** at **10:00AM** through videoconferencing which shall be open to prospective bidder, 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

- a1.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- a1.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the past two (2) years prior to the deadline for the submission and receipt of bids.
- a1.3. 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)**.
- 21.1. 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.
- 31.1. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 41.1. 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

- a3.1. 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.
- a3.2. Payment of the contract price shall be made in:
 - a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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**.
- 24.1. The Bid and bid security shall be valid until *120 calendar days from the date of submission, receipt and opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of original of the first and second components of its Bid and plus two (2) copies of its kind, labeled as copy 1 and copy 2, the first and second components of its Bid. It should be properly tabbed with its corresponding letter for each document. (*See the checklist for reference.*)

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.

¹ 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.

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.

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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 Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

Provision of Security Services (Early Procurement Activity (EPA) for 2024

PB23-16

ABC: PhP7,581,912.57

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Security services. b. Completed within the last two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is NOT allowed.
12	No further instructions.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than <u>two percent (2%) of ABC</u> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>five percent (5%) of ABC</u> , if bid security is in Surety Bond.
19.3	One (1) Lot
20.2	No further instructions
21.2	No further instructions

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a.** Information that complements provisions of the GCC must be incorporated.

- b.** Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

Provision of Security Services (Early Procurement Activity (EPA) for 2024

PB23-16

ABC: PhP7,581,912.57

GCC Clause	
1	<p>Contract Duration: 12 months from deployment</p> <p>The Contractor shall submit within three (3) calendar days from receipt of Notice to Proceed the employee file of each security guard with complete attachments such as, but not limited to, resume, training certificate, government-mandated clearances, medical certificate, physical and neuropsychiatric test results.</p> <p>The Contractor shall assign a Company Supervisor from its own account, separate from the Security Supervisor, to monitor the performance of the security guards and handle the consolidation of daily timecards periodically in preparation for the monthly billing to the NLP.</p> <p>The Contractor shall ensure that security guards perform the security services in accordance with the Security Plan to be submitted by the Contractor as part of the technical documents, considering the following:</p> <ul style="list-style-type: none"> i. Security of Human Resources ii. Security for Physical Resources iii. Contingency Plan for Various Risks iv. Other related security concerns <p>Service Standards and Conditions</p> <p>Deployed security guards shall be professional and courteous at all times. The expected service standards and conditions are as follows:</p> <ul style="list-style-type: none"> a. Security guards shall at all times ensure the security of NLP Officials and employees, physical resources, and respond to all other security related concerns in accordance with the approved Security Plan. b. The Contractor shall recommend the enforcement of policies, rules and regulations of the NLP and, upon the approval of the Executive Director or its authorized representative, implement them in order to maintain peace and order within the NLP premises. c. Whenever required by the Director or the Administrative Division, or if deemed necessary by the Supervisor, the Contractor shall investigate any security breach within the NLP premises, including the commission of any crime, and submit a report to the Director through the Administrative Division. d. The Contractor shall assume full responsibility and undertake to reimburse the NLP for losses, damages, and injuries caused to the NLP's properties and personnel, which the contractor is bound to secure and protect.

- e. The Contractor warrants to make available, at all times, relievers and/or replacements to ensure continuous and uninterrupted services in case of absences, and shall execute the necessary supervision over the work of its personnel.

General Conditions

- a. The NLP has the right to effect changes in the assignment/deployment of the security guards at any time during the contract period through a written notice to the Contractor. Likewise, the NLP may increase or decrease the number of security guards as may be necessary. In such an event, any corresponding adjustment in the cost shall not exceed the contract price.
- b. The Contractor shall not reshuffle personnel without the prior clearance/approval of the Administrative Division (AD) of NLP which hereby reserves the right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matters of disciplinary action toward the personnel of the Contractor, the AD shall cooperate with the Contractor or vice versa by means of mutual consultation.
- c. The Contractor shall always make available relievers and/or replacements to ensure continuous and uninterrupted services.
- d. The Contractor agrees that the NLP, through the AD, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Contractor.
- e. The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the laws, rules and regulations. The Contractor shall provide the security guards their monthly pay slip containing the necessary information on it. The Contractor shall comply with the laws governing labor standards and employee's compensation. A certificate for this purpose shall be required from the Contractor.
- f. The Contractor shall provide the personnel with appropriate uniforms, protective gear and ensure that they shall observe proper personal hygiene and always appear neat and clean.
- g. The Contractor shall have at least three (3) relievers for the NLP available at any time to take over in case of absence of security personnel at no extra cost to the NLP. No trainees shall be allowed as a reliever even if they are allowed and identified as such.
- h. The Contractor shall ensure the confidentiality of information.
- i. The duration of the contract shall commence upon the completion of the contract until 31 December 2024.

Incidental Services –

The Supplier is required to provide all services, including additional services, if any, specified in Section VI. Schedule of Requirements. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

	<p>Regular and Recurring Services – “The contract for regular and recurring services shall be subject to renewal subject to the Guidelines on Renewal of Regular and Recurring Services under Appendix 37 of the 2016 revised IRR of RA No. 9184 which includes the performance evaluation of the service provider on the requirements under Section VII. Technical specifications.”</p>
<p>2.2</p>	<p>Payment Terms</p> <p>a. The Contractor shall submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, receipts, prescribed reports stamped received by SSS, Pag-IBIG, PhilHealth, and ECC as proof of remittances of employer’s and employee’s contributions for SSS, PhilHealth and Pag-IBIG premiums of the security guards assigned to the NLP only and the monthly security reports as prescribed in the approved Security Plan. A certificate that the contractor complies with the laws governing labor standards shall also be submitted.</p> <p>b. The Contractor in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Contractor’s personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.</p>
<p>4</p>	<p>No further instructions.</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.

Description/Model	Quantity	Unit	Delivery
<i>Provision of Security Services (Early Procurement Activity (EPA) for 2024</i>			<i>January 01, 2024; 12:01AM</i>

I hereby certify to comply and deliver the requirements upon turn-over to National Library of the Philippines.

Name of Company/Bidder

Signature over Printed Name

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Specification	Statement of Compliance
<p>Security Requirements</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>
<p>Security Guards</p> <p>I. 17 Guards for the National Library of the Philippines with the following applications of Duty</p> <p>a. 15 Guards, 8 hours duty, Monday to Sunday</p> <ul style="list-style-type: none"> <input type="checkbox"/> 3 Main lobby <input type="checkbox"/> 3 AMS hall <input type="checkbox"/> 2 Vehicle Entrance 	

<input type="checkbox"/> 1 Gallery <input type="checkbox"/> 2 Roving Guard (day shift) <input type="checkbox"/> 2 Lady Guard entrance second floor reading area <input type="checkbox"/> 2 guards (Main Lobby and AMS Hall – night shift) b. 2 Guards, 12 hours duty, Monday to Sunday II. 2 Guards for the Sentro ng Karunungan Library (SKL) with the following application of Duty (Preferably 1 Lady Guard) <input type="checkbox"/> 8 hours Duty, Monday to Sunday	
Agency Fee <input type="checkbox"/> Administrative Overhead and Margin - Minimum to 20%	
Agency Requirements <input type="checkbox"/> Certification from at least three (3) clients (existing) that the Agency is compliant with labor laws and legislation, particularly on the salaries and benefits of the guards <input type="checkbox"/> Certificate of PADPAO membership <input type="checkbox"/> Certification of Accreditation from PNP - SUSIA / SAGSD	
License to Operate <input type="checkbox"/> The service provider must possess a valid License to Operate, demonstrating compliance with all legal and regulatory requirements. The License should be issued by the relevant government authority responsible for overseeing security services. <input type="checkbox"/> The service provider should have its own Security Training Center, which is duly accredited by the government. This Training Center should meet the necessary standards and requirements set forth by the regulatory body. The agency is required to submit pictures and a valid permit to operate the training center. <input type="checkbox"/> In cases where the service provider does not have its own Security Training Center, they must have a Memorandum of Agreement (MOA) with another accredited Security Training Agency. The MOA should outline the terms and conditions of the partnership, including details of the training program, trainers, and any other relevant information. <input type="checkbox"/> The License to Operate should be maintained and kept up to date throughout the duration of the contract. Any changes in the License’s status must be promptly communicated to the contracting organization. <input type="checkbox"/> Failure to provide and maintain a valid License to Operate or a valid MOA with an accredited training agency may result in disqualification from providing security services.	
Agency must be in existence for the last five (5) years <input type="checkbox"/> Certification from five (5) clients. Number of guards posted should less than 50 <input type="checkbox"/> Certification (latest) from SSS / PhilHealth as to the agency’s remittance	

<p>system</p> <ul style="list-style-type: none"> <input type="checkbox"/> Agency must have 24 hours roving inspector <input type="checkbox"/> Agency main office must be within Metro Manila (submit pictures and necessary documents) 	
<p>Personnel Qualifications</p> <ul style="list-style-type: none"> <input type="checkbox"/> Must have at least 2 years security experience <input type="checkbox"/> Must have security training certificate (BSGTC / Supervisory Instructional) <input type="checkbox"/> Must be duly licensed <input type="checkbox"/> At least college level <input type="checkbox"/> Preferably not more than 40 years old <input type="checkbox"/> Preferably with Driver's license 	
<p>Uniform</p> <ul style="list-style-type: none"> <input type="checkbox"/> White (bass jacket style) upper <input type="checkbox"/> Blue Pants <input type="checkbox"/> Pershing cap <input type="checkbox"/> Night stick <input type="checkbox"/> Whistle <input type="checkbox"/> Holster <input type="checkbox"/> Flashlight 	
<p>Devices and other peripherals</p> <ol style="list-style-type: none"> 1. Rain Coat 2. Umbrella (for visitors) 3. Metal Detector (latest) 4. Safety Deposit Box (for firearms) 5. Hand-held radio (walkie talkie) 6. CCTV (10 units for NLP) 	
<p>Firearms check - NLP and SKL [Attachment -RA No. 5487 (Annex B)]</p> <ol style="list-style-type: none"> 1. Shotgun (12 gauge) - one (1) present in the office 2. Cal. 45 with ammunition - for security officer (1) 3. Cal. 38 with ammunition - for uniformed guards (7) 	
<p>Additional set of Technical Parameters</p>	

<p>Stability</p> <ol style="list-style-type: none"> 1. Liquidity of Contractor 2. Organizational Set-up (agency must submit organizational chart) 3. Industry Experience 	
<p>Resources</p> <ol style="list-style-type: none"> 1. No. of licensed firearms (Agency should have at least 50 licensed firearms and should show proof of the licenses) 2. No. and kind of communication devices (Agency should have at least 50 available communication devices that are licensed under the NTC) 3. No. and kind of motor vehicle s (Agency should show proof of the number of vehicles they own. They should have at least 5 vehicles and at least 2 that are in standby in case of emergencies. 4. No. of licensed guards (Agency should have at least 50 licensed guards currently employed) 	
<p>Security Plan</p> <p>The agency should submit a security plan for the National Library of the Philippines and Sentro ng Karunungan Congressional Library. The plan should include contingencies for all kinds of threats dealing with the education sector. Special concern should be given to crowd control and dispersal.</p>	
<p>Other Factors</p> <ol style="list-style-type: none"> 1. Recruitment and Selection Criteria (Agency should show documentation of their recruitment and selection process) 2. Completeness of Uniforms and Other Paraphernalia (Agency should submit pictures of standards uniform and list of other paraphernalia related to security services - including but not limited to metal detectors, cctv equipment, safety deposit box and others) 3. Track record of security agency as evidenced by the certification from previous clients (Agency should submit certification from at least five (5) organizations of their very satisfactory service). 	
<p>Salary Adjustment in Compliance with DOLE-NWPC</p> <ul style="list-style-type: none"> <input type="checkbox"/> The service provider shall adhere to the applicable Department of Labor and Employment (DOLE) laws and regulations concerning the compensation of security personnel. In accordance with these laws, security personnel have the right to claim an increase in their salary or benefits should the DOLE mandate such adjustments. <input type="checkbox"/> Should the DOLE or any relevant government authority issue a directive, order, or law that requires an increase in the base salary, benefits, or allowances for security personnel, the service provider agrees to promptly implement these changes. Any increase in salary or benefits mandated by DOLE or the relevant authorities shall be borne by the contracting organization. <input type="checkbox"/> The service provider shall notify the contracting organization within a reasonable timeframe of any changes in the DOLE laws or regulations that impact the compensation of security personnel. The notification should include details of the specific changes, their effective date, and the resulting 	

adjustments in salary or benefits.

The contracting organization and the service provider shall cooperate in good faith to ensure that all necessary adjustments are made promptly and in full compliance with DOLE laws. In case of any disputes or uncertainties regarding the interpretation or application of these laws, both parties agree to engage in dialogue and seek a mutually agreeable resolution.

This clause shall be in effect for the duration of this contract and any subsequent renewals or extensions.

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.

Checklist of Technical and Financial Documents

TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- 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**
- 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**
- 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**
- Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- 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

- 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

- 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.

FINANCIAL COMPONENT ENVELOPE

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

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

- [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.
- Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

