



OFFICE OF THE SOLICITOR GENERAL

OSG Building, 134 Amorsolo St., Legaspi Village, Makati City
Tel. No. 8988-1674 local 777; 8836-3314/Telefax No. 8813-1174

Procurement of Security Services (FY 2022 NEP)

Government of the Republic of the Philippines

[OSG PR No. 021-10-175 (2022)]

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Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	27
Section VIII. Checklist of Technical and Financial Documents	38

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines

Office of the Solicitor General

OSG Bldg. 134 Amorsolo St., Legaspi Village, Makati City
Tel No. 8988-1674 loc. 777; & 8836-3314; Telefax No. 8813-11-74
Website: www.osg.gov.ph

INVITATION TO BID FOR PROCUREMENT OF SECURITY SERVICES (FY 2022 NEP)

1. The **Office of the Solicitor General**, through the **FY 2022 National Expenditure Program (NEP), Agency Specific Budget** intends to apply the sum of **Ten Million Pesos (Php10,000,000.00)** for the **Procurement of Security Services (FY 2022 NEP) / OSG PR No. 021-10-175 (2022)**. Bids received in excess of the Approved Budget for the contract (ABC) of **Ten Million Pesos (Php10,000,000.00)** shall be automatically rejected at bid opening.
2. The **OSG** now invites bids for the above Procurement Project. Delivery of the Goods is required by **within 15 days upon receipt of NTP for 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.

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 **OSG** and inspect the Bidding Documents at the address given below during **Monday to Friday 8:00am to 5:00pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders from Monday to Friday, between 8:00am to 5:00pm starting **25 October 2021** until 12:00 noon of **15 November 2020**, 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 **Ten Thousand Pesos (Php10,000.00)**. Interested bidders may purchase the bidding documents by

depositing the amount of **Ten Thousand Pesos (Php10,000.00)** with the **OSG Trust Fund 101 Account Number 1802-1016-23**, Office of the Solicitor General, Land Bank of the Philippines, Paseo de Roxas Branch, Makati City and submitting the proof of deposit at fms@osg.gov.ph, or by paying directly with the Cashier's Office at the Office of the Solicitor General, 134 Amorsolo Street, Legaspi Village, Makati City.

6. The **OSG** will hold a Pre-Bid Conference open to prospective bidders on **3 November 2021 @ 3:30pm** at the **9th Floor, Padilla Hall, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** and/or through video conferencing or webcasting *via* **Microsoft Teams**.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **3:25pm of 15 November 2021**. **Late bids shall not be accepted**.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **3:30pm of 15 November 2021** at the **9th Floor, Padilla Hall, OSG Building, 134 Amorsolo St., Legaspi Village, Makati City** and/or *via* **Microsoft Teams**. Bids will be opened in the presence of the bidders' representatives who choose to personally attend the activity.
10. Prospective Bidders are required to submit (1) one additional hard copy of their bid as allowed in **ITB Clause 15**.

Further Prospective Bidders are notified that **this procurement is undertaken through Early Procurement Activity. In this regard, prospective bidders are enjoined to refer to the GPPB Circular 06-2019 dated July 17, 2019 and other related issuances.**

Also, for purposes of videoconferencing, prospective bidders are advised to provide their email addresses not later than thirty (30) minutes before the activity at the email address below. While the BAC can conduct face-to-face pre-bid conference and opening of the bids amidst the quarantine imposed by the National Government, prospective bidders are enjoined to send only one (1) representative so that health and safety protocols can be properly observed.

11. The **OSG** 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:

Christian D. Buat

ADMIN Division – Procurement Section / BAC Sec

Office of the Solicitor General

OSG Building, 134 Amorsolo St., Legaspi Village, Makati City 1229

E-mail Address: osg.procurement@gmail.com

Tel No. (02) **8988-1674** loc. **777** / (02) **8836-3314** / Telefax No. (02) **8813-1174**
Website: www.osg.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <https://osg.gov.ph/page?call=proc-biditems>

Date of Issue: *October 22, 2021*



SHARON E. MILLAN-DECANO

Assistant Solicitor General
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, the **Office of the Solicitor General**, wishes to receive Bids for the **Procurement of Security Services (FY 2022 NEP)**, with identification number **OSG PR No. 021-10-175 (2022)**.

The Procurement Project **Security Services** is composed of **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 2022** in the amount of **Ten Million Pesos (Php10,000,000.00)**

2.2. The source of funding is:

a. NGA, the **FY 2022 National Expenditure Program (NEP), Agency Specific Budget**

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:

- 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 at least one (1) contract similar to the Project (SLCC) the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. 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. The Procuring Entity prescribes that: Subcontracting is **not** allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **two (2) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

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

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing 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**.

14.2. The Bid and bid security shall be valid until **120 calendar days from date of 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

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.

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

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"> 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. b. completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	No further instructions.
12	The price of the Goods shall be quoted DDP to the <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</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"> a. The amount of not less than Php129,462.2 <i>[two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php323,655.5 <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	The project will be awarded as one contract with an ABC of Ten Million Pesos (Php10,000,000.00) inclusive of all government taxes and charges.
20.2	Must be a duly licensed and registered Service Contractor in accordance with Department of Labor and Employment Department Order No. 174, s, 2017.
21.2	No further instructions.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>“The service required by the Contract shall be rendered at the <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i> as well as in other properties rented by the OSG as its office premises . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered to <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to <i>OSG Building, 134 Amorsolo St., Legaspi Village, Makati City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <i>Supplies Section of the Administrative Division</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>e.training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>

	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Payments are governed by the necessary auditing and accounting rules.
4	No further instructions.

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 No.	Description	Quantity	Total	Delivered, Weeks/Months
1.	<i>Morning Shift: 7:00AM to 7:00PM</i>	12 Security; 1 OIC	13	Within 15 days upon receipt of Notice To Proceed
2.	<i>Evening Shift: 7:00PM to 7:00AM</i>	6 Security; 1 OIC	7	
Total Security Personnel			20	

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<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>

**TERMS OF REFERENCE
OFFICE OF THE SOLICITOR GENERAL**

Procurement of Security Services (NEP 2022)

Item	Specification / Particular	Statement of Compliance
1.	<p>The AGENCY shall provide twenty-four (24)-hour security services to the OFFICE OF THE SOLICITOR GENERAL (OSG) at its establishment located at the Office of the Solicitor General Building, 134 Amorsolo Street, Legaspi Village, Makati City, its extension offices located at APMC Building (with business address at 136 Amorsolo Street, Legaspi Village, Makati City) and Montepino Building (with business address at 138 Adelantado Street, Legaspi Village, Makati City), and the parking areas of Mile Long (with address at Amorsolo Street, Legaspi Village, Makati City).</p>	
2.	<p>The AGENCY shall be a wholly-owned Filipino private security agency and holder of a regular license to operate issued by the Philippine National Police-Security Agencies and Group Supervision Division (PNP-SAGSD). The AGENCY must be engaged in the business of providing security services for at least ten (10) years and shall operate its own security training institution or have an existing contract with another institution that provides security training. In either case, the training institution must be recognized by the Technical Education and Skills Development Authority (TESDA).</p> <p>For this purpose, the AGENCY shall submit:</p> <ol style="list-style-type: none"> a. Proof of compliance with the rules and regulations issued by the PNP-SAGSD concerning its lawful operation and good standing, through Monthly Disposition Reports covering the most recent month and twelve months prior to such most recent month; b. Its Manual of Recruitment and Selection Criteria; c. Its Certificate of Recognition from TESDA; d. A list of the establishments, institutions, companies or agencies for which it provides security services; e. A copy of the contract with the institution that provides security training, if applicable; f. Organizational chart; and g. Security plan for the OSG. 	
3.	<p>The AGENCY shall possess other qualifications, namely:</p> <ol style="list-style-type: none"> a. At least one hundred (100) licensed security guards in its roster; b. At least fifty (50) licensed/registered firearms; and 	

	c. At least fifty (50) handheld radio/telecommunication devices.																					
4.	The Contract of Security Services (Contract) will commence fifteen (15) days from receipt of the notice to proceed and will be effective for one (1) year. The AGENCY shall assign twenty (20) security personnel (consisting of eighteen [18] ordinary guards and two [2] officers-in-charge), with three [3] relievers during the rest day of the ordinary guards. The guards assigned shall render twelve (12) hours of security service per shift daily, including Sundays and holidays, to adequately guard and protect the OSG's properties, premises, personnel, and clients around and within the OSG's premises, extension offices, and the parking areas.																					
5.	<p>The posting of the security personnel shall be as follows:</p> <table border="1"> <thead> <tr> <th>Shift</th> <th>Time</th> <th>Number of Security Guards</th> <th>Number of OICs</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Morning Shift</td> <td>7:00 A.M to 7:00 P.M</td> <td>12</td> <td>1</td> <td>13</td> </tr> <tr> <td>Evening Shift</td> <td>7:00 P.M to 7:00 A.M</td> <td>6</td> <td>1</td> <td>7</td> </tr> <tr> <td colspan="4" style="text-align: center;">Total Number of Security Personnel</td> <td>20</td> </tr> </tbody> </table>	Shift	Time	Number of Security Guards	Number of OICs	Total	Morning Shift	7:00 A.M to 7:00 P.M	12	1	13	Evening Shift	7:00 P.M to 7:00 A.M	6	1	7	Total Number of Security Personnel				20	
Shift	Time	Number of Security Guards	Number of OICs	Total																		
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Evening Shift	7:00 P.M to 7:00 A.M	6	1	7																		
Total Number of Security Personnel				20																		
6.	<p>The security guards to be assigned by the AGENCY to the OSG shall possess the following qualifications:</p> <ol style="list-style-type: none"> a. Good moral character and reputation, and without any criminal, police or derogatory record; b. Physically, psychologically, and mentally fit; c. Not less than twenty-one (21) years old and not more than forty-five (45) years old; d. At least five feet and six inches (5'6") in height for male and five feet and two inches (5'2") in height for female; e. Must have reached college level/vocational level or its equivalent; f. Graduate of a pre-licensure training course duly certified by PNP-SAGSD and Civil Security Group (CSG); g. Duly licensed and properly screened and cleared by the PNP, National Bureau of Investigation (NBI), and other government offices that issue clearances for employment; h. In proper uniform and other paraphernalia, armed with shotgun and pistol, with sufficient ammunition at all times during his duty, unless the circumstances require otherwise; and i. In possession of such other qualifications as may be required by the provisions of Republic Act No. 5487 otherwise known as "The Private Security Agency Law," as amended. <p>The Officers-in-Charge to be assigned by the AGENCY to the OSG shall possess the following qualifications:</p>																					

	<ul style="list-style-type: none"> a. Good moral character and reputation, and without any criminal, police or derogatory record; b. Physically, psychologically, and mentally fit; c. Not less than thirty-five (35) years old and not more than forty-five (45) years old; j. At least five feet and six inches (5’6”) in height for male and five feet and two inches (5’2”) in height for female; d. College graduate; e. Certified Security Professional (CSP) or Certified Security and Safety Professional (CSSP); f. Two (2) years of relevant supervisory experience; g. Duly licensed and properly screened and cleared by the PNP, NBI, and other government offices that issue clearances for employment; h. In proper uniform and other paraphernalia, armed with shotgun and pistol with sufficient ammunition at all times during his tour of duty, unless the circumstances require otherwise; and i. In possession of such other qualifications as required by the provisions of R.A. No. 5487, otherwise known as “The Private Security Agency Law,” as amended. 	
7.	<p>The assigned security guards shall have the following responsibilities:</p> <ul style="list-style-type: none"> a. Maintain peace and order within the OSG premises; b. Watch, safeguard, and protect all properties of the OSG; c. Protect all officers and employees and its visitors from assault, harassment, threat, or intimidation within the OSG premises; and d. Enforce and implement policies, rules, and regulations of the OSG aimed at maintaining peace and order therein. <p>7.1. Before the deployment of any security guard to OSG, he/she shall be briefed and oriented about OSG’s rules and regulations, policies, and other pertinent matters or requirements.</p> <p>7.2. In cases of emergency situations and upon request by the OSG, the AGENCY shall provide at least four (4) more security guards within thirty (30) minutes from said request.</p>	
8.	<p>The payment for the security services rendered shall be made by the OSG to the AGENCY in two equal installments. Services rendered by the AGENCY from the 1st to the 15th of the month shall be paid within fifteen (15) days from receipt of its Statement of Account (SOA), while the services rendered by the AGENCY from the 16th to the end of the month shall be paid within (15) days from receipt of its SOA.</p> <ul style="list-style-type: none"> a. The monthly contract rate for each assigned Security Guard 	

	<p>shall be not less than Thirty-Three Thousand Four Hundred Six Pesos and Sixty-Eight Centavos (PhP33,406.68) for a day shift, and not less than Thirty-Five Thousand One Hundred Sixty-Eight Pesos and Ninety-Four Centavos (PhP35,168.94) for a night shift, inclusive of 13th Month Pay, 5-day Service Incentive Leave Pay, Uniform Allowance, Retirement Benefits, Employees' Compensation, Social Security System contribution, Philippine Health Insurance Corporation contribution, Pag-Ibig Fund contribution, Overtime Pay, and Night Shift Differential for twelve (12) hours' duty; and</p> <p>b. The monthly contract rate for each assigned Officer-In-Charge shall be not less than Thirty-Three Thousand Four Hundred Six Pesos and Sixty-Eight Centavos (PhP33,406.68) for a day shift, and not less than Thirty-Five Thousand One Hundred Sixty-Eight Pesos and Ninety-Four Centavos (PhP35,168.94) for a night shift, inclusive of 13th Month Pay, 5-day Service Incentive Leave Pay, Uniform Allowance, Retirement Benefits, Employees' Compensation, Social Security System contribution, Philippine Health Insurance Corporation contribution, Pag-Ibig Fund contribution, Overtime Pay, and Night Shift Differential for twelve (12) hours' duty.</p>	
9.	<p>Should there be any wage increase in favor of the assigned security guards subsequent to the execution of the Contract pursuant to a law, executive order, decree, or wage order, the AGENCY shall be entitled to receive the same. The AGENCY, however, must first inform the OSG in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation. However, special non-working holidays proclaimed through Executive Orders shall entitle the assigned security guards to an automatic rate adjustment.</p>	
10.	<p>The AGENCY shall submit to the OSG a certification or proof that it has remitted or paid to the proper government agencies, such as the Social Security System (SSS), Pag-Ibig, and the Philippine Health Insurance Corporation, the required contributions with the corresponding management share as mandated by law, and the income taxes due thereon, if applicable. The AGENCY shall warrant that it has remitted or paid to the appropriate government agency, together with the management share in the contribution, as required by law. The AGENCY shall further warrant that the assigned security guards are paid not less than the minimum wage as provided for by law. The OSG shall not be held liable for any claims and/or damages arising from the failure of the AGENCY to pay, withhold, or remit said contributions to applicable government agencies.</p>	
11.	<p>The AGENCY shall periodically submit to the OSG the following statements/reports:</p> <p>a. Within the first fifteen (15) days of every month, a statement signed by the</p>	

	<p>AGENCY's duly authorized representative that it has paid all wages, salaries, compensation, contribution, and other benefits due to the assigned security guards, together with proof of remittances and/or payments and that such remittance and payments were all made in accordance with the law; and</p> <p>b. Within the first ten (10) days of every quarter, a copy of its duly accomplished forms signed by the AGENCY's authorized representative of the quarterly SSS remittance, together with the corresponding proof of payments.</p>	
12.	The OSG , through its duly authorized representative, shall periodically verify the above- mentioned documents or require the AGENCY to submit other documents, as may be necessary, to ensure that it complies with the required payments or remittances under the law.	
13.	The OSG shall not be held liable for any claims of the AGENCY's assigned security guards for their salaries and wages, benefits, compensation for death or sickness due to them or for any other claim arising from or in connection with their employment with the AGENCY , except those required by law to be paid by the OSG through the AGENCY . In case the OSG is held liable therefor, the AGENCY shall immediately reimburse the OSG upon notice of claims or other expenses paid by the latter.	
14.	The AGENCY shall have direct supervision over and control of the assigned security guards. The AGENCY shall have the exclusive and absolute right to reshuffle, reassign, suspend, lay off, terminate and/or impose disciplinary measures, direct and control the services, and determine the wages, salaries and compensation of the security guards who are assigned to the OSG ; <i>Provided</i> that the reshuffling, reassignment, suspension, layoff, termination and/or disciplinary measures imposed on the security guards by the AGENCY shall not affect the performance by the AGENCY of its obligations and undertakings under this Contract. Before the AGENCY reshuffles, reassigns, suspends, lays off, terminates, or imposes disciplinary measure on the security guards assigned to the OSG , it must first inform the OSG in writing of such action at least five (5) days prior thereto.	

15.	<p>The OSG shall have the right to monitor and review the assigned security guard's performance, capability, or attitude as may be necessary, in connection with the quality and acceptability of the security service rendered. The OSG has the right to report any untoward act of negligence, misconduct, or misfeasance committed by the AGENCY's assigned security guards. The AGENCY shall, upon its own investigation and evaluation of the OSG's investigation report, move for the immediate replacement or substitution of the assigned security guard and/or impose the corresponding disciplinary action.</p>	
16.	<p>The security guards that will be assigned to the OSG must be equipped with duly licensed firearms, ammunitions, nightsticks, proper uniforms (as prescribed by the Philippine National Police-Supervisory Office for Security and Investigation Agencies) and other paraphernalia (e.g. flashlights, two-way radios, raincoats, boots, umbrellas, whistle, writing pen, notebook, first aid kit, anti-riot equipment such as shields or armor, among others). For this purpose, the AGENCY shall submit to the OSG a list of the firearms, with their corresponding license numbers and communication devices that will be used by its security guards. The AGENCY shall provide the OSG a closed-circuit television (CCTV) system and install at least seventeen (17) CCTV camera units and CCTV monitor to be placed in designated areas as determined by the OSG, with digital video recorder and video management software.</p>	
17.	<p>Subject to existing rules and guidelines, the AGENCY shall provide transportation services to the security guards assigned to the OSG, in case of public transportation restrictions beyond the control of the security guards.</p>	
18.	<p>The AGENCY shall ensure that the security guard to be assigned to the OSG has a negative result for COVID-19 swab test (RT-PCR) two (2) days before deployment. The AGENCY shall endeavor to encourage the security guard to get vaccinated against COVID-19 or other infectious diseases prior to assignment to the OSG. The AGENCY shall cooperate with the OSG in preventing and controlling the spread of COVID-19 or other infectious diseases in the premises, extension offices, and parking areas of the OSG. In the event that a member of the security personnel assigned to the OSG has to undergo self-quarantine or treatment due to COVID-19 or other infectious diseases, the AGENCY shall ensure the timely substitution of the security guard/officer-in-charge, to meet the required number of security personnel for the morning shift and evening shift.</p>	

19.	<p>The AGENCY shall be responsible and liable to the OSG for any loss or damage to any of its property or injury on its employees which the AGENCY is bound to secure and protect. The AGENCY shall also be responsible and liable to the OSG for any loss, damage or injury caused by the AGENCY's assigned security guards or by third persons. The AGENCY, however, shall not be liable when:</p> <ul style="list-style-type: none"> a. The loss, damage or injury occurs inside a closed office and/or building which the AGENCY or its assigned security guards have no access to. However, the AGENCY shall be liable, regardless of whether the AGENCY or its security guards have access thereto, when it is shown that the door or any part of the building or office has been forcibly opened; <i>Provided</i> that the loss, damage or injury is reported to the AGENCY in writing within forty-eight (48) hours from its discovery; b. A property is officially issued to an OSG employee and the loss or damage thereof was due to the fault or negligence of said employee unless its loss or damage was caused by or attributable to any of the AGENCY's assigned security guards; c. When the loss, damage or defacement of any permanent fixture within the OSG is due to the fault or negligence of an OSG employee, unless any of the AGENCY's assigned security guards have assisted or cooperated with said employee; or d. If the following conditions are present: (i) the property was kept in an open storage; (ii) it was not duly turned over to the AGENCY or any of its authorized representatives, and (iii) no actual and documented inventory of the property was made in the presence of an authorized representative of both the OSG and the AGENCY. 	
20.	<p>The above exemptions notwithstanding, the AGENCY shall be liable to the OSG for any loss or damage to any of its property or injury to its employees caused by or arising out of fraud, larceny, robbery or theft, if, after due investigation, it was determined that the loss, damage or injury was due to the fault or negligence of any of the AGENCY's assigned security guards.</p>	
21.	<p>The AGENCY shall submit to the OSG the daily attendance and monitoring report as to the manner in which the AGENCY has rendered security services to the OSG;</p>	
22.	<p>The AGENCY shall cooperate with and extend necessary assistance to OSG in providing any pertinent evidence which the AGENCY or any of its employees may have in its/their possession in support of or tending to support any criminal or civil action that may be filed or pursued against any perpetrator or person responsible for any unlawful or prejudicial acts committed within the OSG premises.</p>	
23.	<p>The AGENCY shall submit a bid security, in accordance with the following schedule as stated under Section 27.2 of the Implementing</p>	

	<p>Rules and Regulations of Republic Act No. 9184:</p> <ol style="list-style-type: none"> a. Cash or cashier's/manager's check issued by a universal or commercial bank (not less than 2% of the Approved Budget for the Contract); or b. Bank draft / guarantee or irrevocable letter of credit issued by a universal or commercial bank; <i>Provided</i>, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank (not less than 2% of the Approved Budget for the Contract); or c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security (not less than 5% of the Approved Budget for the Contract); or d. Bid Securing Declaration. 	
24.	<p>Prior to the signing of the contract, the AGENCY shall post a performance security in favor of the OSG, in accordance with the following schedule stated under Section 39 of the Implementing Rules and Regulations of Republic Act No. 9184:</p> <ol style="list-style-type: none"> a. Cash or cashier's/manager's check issued by a universal or commercial bank (not less than 5% of the Total Contract Price); or b. Bank draft/guarantee or irrevocable letter of credit issued by a universal or commercial bank; <i>Provided</i>, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank (not less than 5% of the Total Contract Price); or c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security (not less than 30% of the Total Contract Price); or d. Performance Securing Declaration (per GPPB Resolution No. 09-2020). 	
25.	<p>The Contract shall be effective for one (1) year. However, either party may terminate the Contract for violation of any of the terms/conditions therein, including the failure of the AGENCY to render the required security service on account of strikes/protests of the AGENCY's assigned security guards; <i>Provided</i> that written notice must be served to the other party at least thirty (30) days prior to the intended date of termination. The Contract may also be terminated for any reason at the instance of either party; <i>Provided</i> that the written notice thereof must be served to the other party at least thirty (30) days prior to the intended date of termination.</p>	
26.	<p>In case of any violation by the AGENCY of the terms and conditions of the Contract, the OSG may terminate it by serving a written notice to the AGENCY at least thirty (30) days prior to the intended date of termination. In the event that the AGENCY becomes insolvent, the OSG shall have the right to terminate the Contract by serving a written notice to the AGENCY at least fifteen (15) days prior to the intended date of termination.</p>	

27.	In the event that the AGENCY's license to engage in the security business is suspended, cancelled, revoked, or otherwise rendered ineffective for any reason by the Philippine National Police-Supervisory Office for Security and Investigation Agencies, the AGENCY shall undertake to inform the OSG of such development. Upon written notice to the OSG , the Contract shall be automatically terminated as of the date of said suspension, cancellation, revocation or ineffectiveness.	
28.	After the expiration of the contract, all claims which may have accrued to either party prior to the date of the expiration of the contract shall be respected.	
29.	In the event that the Contract expires without a successful procurement of security services, the Contract may be extended for one (1) month, or for such period necessary until a successful procurement of security services. The extension shall be subject to the availability of funds from the Finance Management Service (FMS) of the OSG and the approval of the Head of the OSG . The extension shall be subject to termination upon thirty (30) days' written notice by one party to the other.	

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
OR
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
OR
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

