

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

**Procurement of Security Services for the
Food and Drug Administration (FDA)
Central Office, Alabang, Muntinlupa City
(including the FDA Warehouse and
CDRRHR-PLSD Laboratory) for 12
months**

ITB No. 2022-0198-AFS

FOOD AND DRUG ADMINISTRATION

Civic Drive, Filinvest Corporate City
Alabang, Muntinlupa City

**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.



BIDS AND AWARDS COMMITTEE

FDA-BAC Ref. No. ITB No. 2022-0198-AFS

INVITATION TO BID

Procurement of Security for the Food and Drug Administration (FDA) Central Office, Alabang, Muntinlupa City (including the FDA Warehouse and CDRRHR-PLSD Laboratory) for 12 Months

1. The *Food and Drug Administration*, through the **Special Account in the General Fund (SAGF)** intends to apply the sum of *Eight Million Eight Hundred Seventy Nine Thousand Seven Hundred Sixty-Four Pesos and 56/100 centavos (Php8,879,764.56)* being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Security Services for the Food and Drug Administration (FDA) Central Office, Alabang, Muntinlupa City (including the FDA Warehouse and CDRRHR-PLSD Laboratory) for 12 months. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Food and Drug Administration* now invites bids for the above Procurement Project. Delivery of the Goods is required by ***not more than Fifteen (15) Calendar Days after receipt of Notice to Proceed (NTP)***. Bidders should have completed, within ***Five (5) Years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *Food and Drug Administration* and inspect the Bidding Documents at the address given below from ***8:00AM to 5:00PM***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **29 October 2022 to 18 November 2022** from the given address and website(s) below pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (Php10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees

6. The **Food and Drug Administration** will hold a Pre-Bid Conference¹ on **07 November 2022** at **1:00PM** through video conferencing or webcasting via Microsoft Teams: *joining info* Video call link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDU5MmNhM2QtN2NhNC00OGY0LTlmY2ItNTNkZmJkZWJkYzI3%40thread.v2/0?context=%7b%22Tid%22%3a%229ff96714-1510-4651-af07-60d5630380ab%22%2c%22Oid%22%3a%225ff40fe4-2c55-4d25-9266-77af65fa914c%22%7d, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **manual submission on or before 21 November 2022, 8:30AM** at the Food and Drug Administration BAC Secretariat Room, FDA Annex Bldg. 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 **21 November 2022** at **9:00AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Food and Drug Administration* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Maria Essa C. Tuason
FDA Head, BAC Secretariat
Food and Drug Administration BAC Secretariat Room
FDA Central Office, Annex Bldg.
Tel No. 8857-1900 Loc 8307
bacsec@fda.gov.ph
www.fda.gov.ph
12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.fda.gov.ph>

14 October 2022

ORIGINAL COPY SIGNED
ENGR. ANA TRINIDAD F. RIVERA, MSc
FDA, BAC Chairperson

DTN:

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

Section II. Instructions to Bidders

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, the *Food and Drug Administration* wishes to receive Bids for the *Procurement of Security Services for the Food and Drug Administration (FDA) Central Office, Alabang, Muntinlupa City (including the FDA Warehouse and CDRRHR-PLSD Laboratory) for 12 months*, with identification number *with ITB No. 2022-0198-AFS*

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 2022* in the amount of *Eight Million Eight Hundred Seventy-Nine Thousand Seven Hundred Sixty Four Pesos and 56/100 centavos (P8,879,764.56)*.

2.2. The source of funding is:

- a. NGA, the SAGF.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address the Food and Drug Administration, BAC Secretariats Room, FDA Annex Bldg and/or through videoconferencing/webcasting via Microsoft Teams: *joining info* Video call link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDU5MmNhM2QtN2NhNC00OGY0LTlmY2ItNTNkZmJkZWJkYzI3%40thread.v2/0?context=%7b%22Tid%22%3a%229ff96714-1510-4651-af07-60d5630380ab%22%2c%22Oid%22%3a%225ff40fe4-2c55-4d25-9266-77af65fa914c%22%7d 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 *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May

2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until One Hundred Twenty Days (120) calendar days from the 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

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

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

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

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

ITB Clause															
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Procurement of Security Services for the Food and Drug Administration (FDA) Central Office, Alabang, Muntinlupa City (including the FDA Warehouse and CDRRHR-PLSD Laboratory) for 12 months</i> b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids. 														
7.1	<i>Subcontracting is not allowed</i>														
12	The price of the Goods shall be quoted DDP <i>refer to Delivery Site(s)</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 <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 <i>five percent (5%) of ABC</i> if bid security is in Surety Bond. 														
19.3	<p>The project will be awarded by Lot. The ABC is Eight Million Eight Hundred Seventy Nine Thousand Seven Hundred Sixty-Four Pesos and 56/100 centavos (P8,879,764.56). Any bid with a financial component exceeding this amount shall not be accepted.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Item No.</th> <th style="text-align: center;">Item Description</th> <th style="text-align: center;">Qty</th> <th style="text-align: center;">Lot</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">01</td> <td>Procurement of Security Services for the Food and Drug Administration (FDA) Central Office, Alabang, Muntinlupa City (Including, FDA Warehouse and CDRRHR-PLSD Laboratory) for 12 months</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Lot</td> <td style="text-align: center;">Php8,879,764.56</td> </tr> </tbody> </table>					Item No.	Item Description	Qty	Lot	ABC	01	Procurement of Security Services for the Food and Drug Administration (FDA) Central Office, Alabang, Muntinlupa City (Including, FDA Warehouse and CDRRHR-PLSD Laboratory) for 12 months	1	Lot	Php8,879,764.56
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20.2	<i>See the Terms of Reference under Section VII. Technical Specifications for list of permits and/or licenses relevant to the Project (if there's any).</i>														
21.2	<p>Additional required documents relevant to the Project that are required by existing laws and/or the Procuring Entity:</p> <ul style="list-style-type: none"> 1. Company profile; 														

2. Printed publication of client profile in the last two (2) years to current with contact details.
3. Proof that the bidder has an Office within Metro Manila;
4. Certificate that the winning bidder have at least 40% of the total number personnel required including supervisors and relievers available and ready for deployment;
5. The Service Provider shall provide the Procuring Entity a complete and final list of its regular and reliever/on-call security guards and other personnel assigned to work in the Project site with the following data:
 - Name;
 - Age, should not be more than 56 years old (Except for the OIC);
 - Birthdate;
 - Highest educational attainment;
 - Had attended at least two (2) security or related services training should indicate the title, the date taken and the training provider;
 - Number of years as security guard;
 - Number of months working with prospective bidder as security guard
 - Social Security System (SSS) number;
 - Tax Identification Number (TIN);
 - Test results within six (6) months from the bidding for:
 - Neuro-Psychiatric test
 - Drug Test
 - X-Ray
 - Physical & Medical Examination
 - COVID-19 Vaccination Card (Fully Vaccinated COVID-19)

Recruitment and Selection Criteria Staffing Pattern/Company's Recruitment and Qualification

General Minimum Qualification

Screening and Acceptance of Security Guards to be Assigned by the Service Provider. Security Guard, including relievers, shall be screened by the Chief of the General Services Division, Administrative and Finance Service. The following documents shall be submitted by the Security Guard for this purpose:

- a. *Physical and Medical certificate;*
- b. *NBI clearance;*
- c. *Copy of diploma of highest educational attainment;*
- d. *Copy of birth certificate;*
- e. *2 x 2 picture (2 pcs);*
- f. *Presentation of Original copy and Certified True Copy of SSS membership card;*
- g. *Presentation of Original copy and Certified True Copy of neuropsychiatric test result and evaluation;*
- h. *Presentation of Original Copy and Certified True Copy of the drug test result within thirty (30) days from hiring issued by the Drug Test Center where the security guard took his/her drug test.*

	<i>i. Copy of Certificates of Training Attended;</i> <i>j. Copy of Neuro-Psychiatric exam results within six (6) months from hiring;</i> <i>k. Copy of COVID-19 Vaccination Card. Should be fully vaccinated</i>

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 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. *{[Include if Framework Agreement will be used:]} In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

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 *{[Include if Framework Agreement will be used:]} or Framework Agreement* 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

GCC Clause	
1	<i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i>
	Delivery and Documents –
	For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	<i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i> . In accordance with INCOTERMS.”
	<i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity’s Representative at the Project Site is MR. MANUEL GUEVARA CAO, GSD <i>Administrative and Finance Service</i> <i>Food and Drug Administration</i> <i>Civic Drive, Filinvest City</i> <i>Alabang, Muntinlupa City</i>
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	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.

2.2	<p>“The terms of payment shall be as follows: _____.”</p> <p>Payment to Service Provider shall be made on a semi-monthly or monthly basis upon submission of claim for payment supported by:</p> <ul style="list-style-type: none"> A. certification by the concerned office that the services for which payment is being claimed have been rendered or delivered in accordance with the terms of the contract and have been duly accepted. B. Certified true copy of payroll of Security Guards; and C. A certification from the Service Provider that it has fully paid all wages of the Security Guards for the preceding month in accordance with the provisions of the Minimum Wage Law, the new Labor Code, and other pertinent laws and decrees. Individual Security guards shall sign on the certification issued.
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. To ensure that the agreement/contract is followed, the GSD will assign personnel to monitor and supervise the deployed security personnel. The GSD will also conduct a monthly performance evaluation of the security personnel in their post to determine compliance with the physical conditions required of a Security Guard. 2. The inspection shall put emphasis to whether the Security Guard is under the influence of liquor or other intoxicating substances or prohibited drugs. 3. The Service Provider shall immediately relieve and replace any Security Guard found to be under the influence of liquor, other intoxicating substances or prohibited drugs. Reports of Security Guard under the influence of liquor, other intoxicating substances or prohibited drugs shall be grounds for suspension or debarment of such person or the Service Provider/Contractor in the Procuring Entity. 4. In no way that the guards will live or even sleep in the Procuring Entity’s premises. 5. No particular security guard assigned to the Procuring Entity shall be compelled to render two (2) consecutive shifts (24-hour duty) at any given time..
6.2	<p><i>CONTRACT MANAGEMENT AND IMPLEMENTATION</i></p> <p>A. The Contract will commence 15 days upon receipt of Notice to Proceed (NTP) and will end after a period of 12 months.</p> <p><u>B. There should be NO EMPLOYER-EMPLOYEE relationship between janitors and the FDA.</u></p> <ul style="list-style-type: none"> A. The Service Provider/Contractor shall report to the Chief, AFS-GSD for contract implementation. Work coordination, instructions, directives, incident reports, letters of communications, and memoranda shall be coursed through the GSD. B. Guards shall be required to have their daily time records monitored through the Bundy card system stationed at the FDA Lobby. Each daily time record shall be monitored and certified by the General

Services Division. The Bundy clock shall be provided by the Service Provider.

- C. Security plans, requirements, and processes will be coordinated with the General Services Division office through the designated Officer-In-Charge of the Service Provider/Contractor.

- D. Relievers shall be cleared first with the General Services Division prior to assignment at the FDA. Security logbooks, daily time records, and shifting work schedules must be submitted to the General Services Division on the third week of every month for proper monitoring and administration of security procedures and processes.

The General Services Division in coordination with the Representatives of each Center/Office shall conduct an assessment or evaluation of the Service Provider/Contractor before the end of each month based on the following to wit:

- 1. The assessment or evaluation methods to be employed shall be: service level monitoring, certification and visual inspection;

- 2. Based on the assessment, the FDA may pre-terminate the contract for failure by the Service Provider/Contract to perform its obligations thereon following the procedure prescribed under the *Guidelines on Termination of Contracts* under Annex “I” of the 2016 Revised Implementing Rules and Regulations of Republic Act (R.A.) No. 9184, otherwise known as the *Government Procurement Reform Act*;

- 3. The Service Provider/Contractor shall maintain at least 85% very satisfactory level of performance throughout the term of the contract based on the following criteria.

a. Performance Criteria and Weight:

	Criteria	Weight
--	----------	--------

A.	Quality of service delivered/provided	40
B.	Time management	10
C.	Management & suitability of personnel	20
D.	Contract administration and management	20
E.	Provision of regular progress report	10
	Total	100%

4. Based on the assessment, the FDA may pre terminate the contract for failure of the Service Provider to perform its obligation thereon following the procedure prescribed in Annex I on the Guidelines on Termination of Contract of the 2016 RIRR of Ra 9184 and succeeding relevant amendments thereof

D. The FDA through General Services Division, Administrative Service, reserves the right to request for an increase or decrease in the number of Security Service assigned to the Project sites or transfer any Security Service to other assignment if the exigency of work requires

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	Qty	Total	Approved Budget for the Contract	Delivered, Weeks/Months	Statement of Compliance
01	Procurement of Security Services for the Food and Drug Administration (FDA) Central Office, Alabang, Muntinlupa City (including FDA Warehouse and CDRRHR-PLSD Laboratory) for 12 months	Lot	1	Php8,879,764.56	Fifteen (15) Calendar Days upon receipt of NTP	

I hereby certify that the Statement of Compliance to the foregoing Schedule of Requirements are true and correct, otherwise, if found false either during the bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Date

Signature Over Printed Name of Authorized Representative

Terms of Reference

Project Title: Procurement of Security Services for the Food and Drug Administration (FDA) Central Office, Alabang, Muntinlupa City (including the FDA Warehouse and CDRRHR-PLSD Laboratory) for 12 months

I. BACKGROUND AND RATIONALE

The Food and Drug Administration (FDA), as a government regulatory agency in the Philippines guarantees the safety, quality, purity, efficacy of products in order to protect and promote the right to health of the general public. Therefore, it is imperative that FDA building premises are maintained safe and secured at all times. In line with this, maintaining the building premises orderly, safe and secured at all times is imperative.

The Food and Drug Administration is inviting interested parties from reputable security agencies to bid for the provisions of security services to render security services on a 24-hour daily basis, inclusive of Saturdays, Sundays and holidays. The Food and Drug Administration - Central Office is located at Civic Drive, Filinvest, Alabang, Muntinlupa City.

II. AREAS OF RESPONSIBILITY

All FDA – Central Office assets but not limited to all the buildings in the FDA Compound in Alabang, Muntinlupa City including FDA Warehouse at PhilPost Tramo Pasay City and the CDRRHR Office located in the Department of Health, Tayuman, Sta. Cruz, Manila, and all the properties and facilities within the compound its occupants and the general public transacting business thereat.

III. PERIOD OF CONTRACT

Particular/Specification	Statement of Compliance
The Contract will commence 15 days upon receipt of approved Notice to Proceed (NTP) and will end after 12months.	

Before the end of the contract, the FDA shall conduct an assessment of the evaluation on the performance of the Service Provider based on the set of performance criteria prescribed under the Technical Specifications stated herein. Renewal of contract shall be based on performance evaluation obtaining at least a very satisfactory rating and compliance to performance criteria requirements and submission of proof of payment of taxes and other remunerations, such as SSS, PhiHealth and Pag-Ibig Fund among others.

IV. TERMS OF PAYMENT

Particular/Specification	Statement of Compliance
<p>Payment to Service Provider shall be made on a monthly basis upon submission of claim for payment supported by:</p> <ul style="list-style-type: none"> A. A certification by the concerned office that the services for which payment is being claimed have been rendered or delivered in accordance with the terms of the contract and have been duly accepted. B. Certified true copy of payroll of Security Guards; and C. A certification from the Service Provider that it has fully paid all wages of the Janitorial personnel for the preceding month in accordance with the provisions of the Minimum Wage Law, the new Labor Code, and other pertinent laws and decrees. 	

V. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Funding Source is the Government of the Philippines (GOP) through the General Appropriations Act of 2022 in the amount of Eight Million Eight Hundred Seventy-Nine Thousand Seven Hundred Sixty Four and 56/100 Pesos (**P8,879,764.56**).

VI. PROPOSAL INSTRUCTIONS

For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 and R.A. 9184 and its Revised IRR.

- A. All bid prices for the duration of the Contract shall be fixed and shall not be adjusted during the contract implementation except for the following:
 - 1. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;
 - 2. Increase in taxes; and
 - 3. If during the term of the contract, the FDA sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase can be implemented provided that the cost does not exceed the ABC for the relevant year.

- B. The Financial Proposal shall contain breakdown of all costs, including cost of supplies and equipment, necessary for execution of the contract.
- C. Procuring Entity shall expressly provide under Technical Specifications that the service provider shall maintain a very satisfactory level of performance throughout the term of the contract based on the prescribed set of performance criteria. This shall form part of the contract.

VII. MINIMUM STANDARDS FOR THE SERVICE CONTRACT

A. Years of Experience

The Service Provider should have at least five (5) years of experience with a minimum number of 300 licensed Security Guards.

B. Liquidity

The Service Provider should have the ability to pay, at least two (2) months, all the salaries and wages of twenty-two (22) security guards employed from its own funds, i.e., twice of 1/12 of the ABC or approximately one million four hundred seventy-nine thousand nine hundred sixty and 76/100 pesos (P1,479,960.76).

C. Organizational Set-up

The Service Provider should present an organizational chart indicating names of key officials and the number of personnel and the reporting and functional relationships among various players within the Service Provider with an additional presentation of its relations to the AFS-GSD, in the implementation of the contract.

VIII. REQUIREMENTS FOR THE IMPLEMENTATION OF CONTRACT

A. Agency Requirements

1. Availability of deployment of at least twenty-two (22) guards complying with the FDA minimum qualification standards, excluding the Officer-In-Charge.
2. Availability of at least ten (10) on-call reliever guards complying with FDA minimum qualification standards
3. The Service Provider shall have an Officer-in-Charge on-site who shall supervise and manage the implementation of the Security Plan in compliance to the security requirements of the Procuring Entity. Remuneration and other benefits of the Officer-In-Charge shall be shouldered by the Service Provider.

B. Schedule of Requirements

1. Deployment of Security Guards

The Service Provider shall provide the following personnel / Security Guards for seven (7) days depending on the schedule.

Post of Assignment	Qty	Time of Duty	No. of Hours	Statement of Compliance
Office-in-Charge	1	6:00am – 6:00pm	12	
FDA Main Entrance Front Gate Exit Gate	3	6:00am -2:00pm 2:00pm – 10:00pm 10:00pm – 6:00am	24	
Main Entrance Assist	1	8:00am - 5:00pm	9	
FDA Main Bldg. Front Lobby Information	3	6:00am -2:00pm 2:00pm – 10:00pm 10:00pm – 6:00am	24	
Lobby Assist	1	8:00am - 5:00pm	9	
FDA Back Entrance (Beside Server Rm.)	2	6:00am – 2:00pm 2:00pm – 10:00pm	16	
Annex Bldg. A Perimeter	1	8:00am – 5:00pm	9	
Roving Guards	3	6:00am -2:00pm 2:00pm – 10:00pm 10:00pm – 6:00am	24	
Annex Bldg. B CDRR PPS, CDRRHR	1	8:00am – 5:00pm	9	
FDAC (Monday to Friday only)	1	8:00am – 5:00pm	9	
Office of the Director General (ODG)	1	7:00am – 7:00pm	12	
FDA Warehouse PhilPost Tramo	1	8:00am – 5:00pm	9	
DOH Tayuman CDRRHR Bldg.	1	8:00am – 5:00pm	9	

Reserved	1	7:00am – 7:00pm	12	
General Services Bldg. and FDA Cafeteria and Conference Hall	1	8:00am – 5:00pm	9	
TOTAL	22 guards		196 hrs/day	

Particular/Specification	Statement of Compliance
The Total Twenty-Two (22) Security Guards will be replaced every quarter or every three months of the year	
The Service Provider shall provide a minimum of ten (10) on-call relievers/replacements in case of absences of any assigned Security Guard to ensure continuous and uninterrupted service.	
<p>The Service Provider shall provide the Procuring Entity a complete and final list of its regular and reliever/on-call security guards and other personnel assigned to work in the Project site with the following data:</p> <ul style="list-style-type: none"> • Name; • Age, should not be more than 56 years old (Except for the OIC); • Birthdate; • Highest educational attainment; • Had attended at least two (2) security or related services training should indicate the title, the date taken and the training provider; • Number of years as security guard; • Number of months working with prospective bidder as security guard • Social Security System (SSS) number; • Tax Identification Number (TIN); • Test results within six (6) months from the bidding for: <ul style="list-style-type: none"> - Neuro-Psychiatric test - Drug Test - X-Ray - Physical & Medical Examination • COVID-19 Vaccination Card (Fully Vaccinated COVID-19) 	
Deployment of at least one (1) female guard at the Main Building to undertake body search for females (if applicable).	

4. The Procuring entity reserves the right to request for an increase in the number of Security Guards assigned to the Project Sites or after any Security Guard's assignment if the exigency of the service requires, and decrease the number of Security Guards in case of non-availability of funds or if the guards are no longer needed as justified by the Procuring Entity. The Service Provider shall be given three (3) to five (5) working days to comply with the changes in the deployment.
5. The Service Provider, together with its employees, agree to abide with the performing and security requirements of the Procuring Entity in general and in the offices where the Security Guards are assigned at all times and comply promptly with directives, instructions, rules and regulations of the Procuring Entity.
6. The Security Services shall be under the management of the Chief Administrative Officer of the General Services Division - Administrative and Finance Service (GSD-AFS). Before they assume work at the beginning of the Contract, an orientation of the Scope of Responsibility, Rules and Regulations of the FDA, and related matters shall be conducted by the Chief of GSD-AFS.
7. No Security Guard shall assume his/her post without going through this general orientation and specific instructions in certain offices through the Designated Administrative Officer of FDA Centers if so required.
8. Security Guard found unfit to render shift work duty shall be replaced immediately by the Service Provider.
9. The Service Provider shall conduct a refresher course to the Security Guards every three (3) months to keep them updated and reminded of their duties and responsibilities to be submitted to the Chief of the AFS-GSD.
10. Security Guards assigned to restricted office areas where highly accountable assets and documents are kept shall perform their duties under the supervision of the officials designated by the Procuring Entity.
11. Assume full responsibility for any damage or loss of government and/ or personal belongings, properties resulting from the negligence and/or direct conduct of theft by the Security/s and the AFS-GSD shall be the final arbiter.
12. Security Guards shall coordinate with the Administrative Officer Designates (AO Designates) of offices where they are assigned.

All Security Guards on-duty are expected to:

1. Monitor and record movement of all office materials, supplies and materials within the building or area of assignment. Whenever any equipment is brought out of the building, the Security Guard shall demand a Building/Gate Pass duly signed by the Chief of AFS-GSD as authorized by the Supervisor of the Center/Office.

Gate Pass – whenever the transfer will be from one building to another FDA Office outside the FDA Central Office Compound

Building Pass - if the transfer will be from one building to another building within the FDA Compound.

2. The Security Guard assigned at the gates shall inspect thoroughly all vehicles, including motorcycles, tricycles, and bicycles coming in and out of the premises of the Procuring Entity and conduct necessary under-chassis inspection.
3. Strictly adhere to the implementation of Building entry and exit protocols as prescribed by the Procuring Entity:
 - a. A “No Mask No Entry” policy is imposed;
 - b. During pandemic (amid Covid19) the guards on duty shall ensure that health protocols as provided in the “FDA SHERT Guidelines” which shall be discussed in detail during the orientation for the deployed guards, shall be strictly observed;
 - c. Screen in a very courteous and polite manner all visitors and guests, require them to register in the Visitor’s Logbook, issue Visitor’s Pass/ID and check if they have firearms or deadly weapon(s) which shall be deposited with the security guards on duty with proper acknowledgment receipt; Likewise, a Visitor’s Slip shall also be issued to be countersigned by the person/official visited;
 - d. Inspect bags/packages and search individuals as necessary; and
 - e. Perform all other duties and responsibilities which may be assigned from time to time by the Procuring Entity.
4. Any Security guard on duty shall position himself or herself outside the building and/or office proper making sure that he or she has a good view of all properties, except when there is a duly authorized special arrangement with the concerned Head of Office through its AO Designate.
5. The Roving Security Guard shall see to it that the premises of the Procuring Entity are protected. Any movement out of the ordinary and presence of suspicious characters should be reported immediately.

6. The Service Provider shall give a written notice to the office concerned whenever any Security Guard is to be removed or replaced.
7. The Service Provider shall assume full responsibility for any claim for any compensation from injuries incurred in connection with the performance of Security Guards duties assigned to the Project Sites and shall free the Procuring Entity from any legal suit in connection therewith under the terms and conditions of the contract.
8. The Service Provider shall provide lockers with functional locking mechanisms for each security guard assigned in FDA. The lockers shall be installed at the Security Office.

2. Minimum Qualifications for Individual Security Guards

Security Guards to be assigned by the Service Provider must possess the following qualification:

- a. Filipino Citizen;
- b. Of good moral character, cleared by law enforcement or police agencies and without previous records of any conviction of a criminal offense involving moral turpitude;
- c. At least high school graduate;
- d. At least two (2) years - experience as a security guard and preferably with training on Basic Life Support (BLS);
- e. Not an apprentice;
- f. At least two (2) training on security services or emergency response related courses;
- g. Not less than twenty (20) years old and not more than fifty-six (56) years old except for the OIC;
- h. At least 5'4 in height medium-heavy built for male guards; 5'2 for female guards;
- i. Male or Female (except for the Roving Guards who should be all male);
- j. Physically fit and medically fit based on Physical and Medical Examination and X-ray Examination;
- k. Mentally fit based on Neuro-Psychiatric Test;
- l. Not an illegal substance or illicit drug user based on negative drug test results; and
- m. Preferably non-smoker/vape and shall not smoke/vape during duty hours.

3 Screening and Acceptance of Security Guards to be Assigned by the Service Provider.

- a. Security Guard, including relievers, shall be screened by the Chief of the General Services Division, Administrative and Finance Service. The following documents shall be submitted by the Security Guard for this purpose:

1. Physical and Medical certificate;
2. NBI clearance;
3. Copy of diploma of highest educational attainment;
4. Copy of birth certificate;
5. 2 x 2 picture (2 pcs);
6. Presentation of Original copy and Certified True Copy of SSS membership card;
7. Presentation of Original copy and Certified True Copy of neuropsychiatric test result and evaluation;
8. Presentation of Original Copy and Certified True Copy of the drug test result within thirty (30) days from hiring issued by the Drug Test Center where the security guard took his/her drug test.
9. Copy of Certificates of Training Attended;
10. Copy of Neuro-Psychiatric exam results within six (6) months from hiring;
11. Copy of COVID-19 Vaccination Card. Should be fully vaccinated

4. Recruitment and Selection Criteria for Security Guards

- a. The Service Provider shall present an acceptable documented recruitment process showing selection criteria for new guards by the company for the past three (3) years.
- b. The Service Provider shall see to it that all Security Guards are screened and declared physically and mentally fit before he or she is hired and not a dependent of any liquor or other intoxicating substances or prohibited drugs.
- c. The Service Provider shall not assign or allow Security Guards in the Procuring Entity's Project Sites who are not acceptable to the Procuring Entity.
- d. The Service Provider shall faithfully comply with all laws, rules and regulations pertaining to the employment of labor, such as but not limited to the Labor Code of the Philippines as amended, the Social Security Services Laws, Employer's Liability Act, Workmen's Compensation Act and Medicare Act. The Service Provider agrees to bind itself with this Contract agreement and free the Procuring Entity from any and all liabilities arising from the implementation of the Contract Agreement.
- e. In case of loss of any equipment, materials or supplies due to theft or negligence, the Service Provider shall be responsible for its replacement after being subjected to investigation and due process. The Service Provider shall institute mechanisms to protect the property of the Food and Drug Administration by both internal staff and external entities in coordination with AFS – GSD.

5. **Accepted Security Guards' Uniform and Paraphernalia**

Security Guards shall be provided by the Service Provider with proper/prescribed uniform (Type A and Type B) with a name tag, which should be worn at all times when on duty. Non-compliance to these requirements shall be grounds for a reduction in the payment equivalent to one (1) day of pay per violation in reference to the Price Schedules for Goods (Services) offered and Penalty Rates in Case of Non-Compliance of Service Provider.

A. Each Security Guard on duty shall have the following minimum tools:

1. Whistle;
2. Nightstick;
3. Rechargeable Flashlight (rechargeable batteries provided);
4. First Aid Kit and 70% solution alcohol in spray bottles or hand sanitizer with the following content:
 - a. Ten (10) pieces Adhesive bandage*
 - b. One (1) piece triangular bandage (at least 43"x 43" x 62")
 - c. Five (5) pieces safety pins
 - d. Gauze Pads*
 - i. 2 pieces 4x4 inches
 - ii. 2 pieces 3x3 inches
 - iii. 2 pieces 2x2 inches
 - e. 1 x Hypo-allergic Surgical Tape*
 - f. Six (6) pieces Alcohol swabs*
 - g. *FDA registered
5. One (1) licensed sidearm;
6. One (1) pair of handcuffs;
7. One (1) unit sidearm holster belt; and
8. Raincoats and rubber boots.
9. Service Umbrella (Large Size) on every building

B. **Equipment to be Provided During Contract Implementation**

1. The Service Provider shall provide fourteen (14) 9mm pistols with fourteen (14) rounds-2-magazine-ammunitions each per pistol, and one (1) shotgun for the main entrance with four bullets. The firearms must be in a good working condition. A Certified True Copy of updated licenses of firearms shall be submitted within ten (10) calendar days from receipt of the Notice of Award.
2. Communications Equipment –The Service Provider/Contractor shall provide a base unit and at least twelve (12) handheld transceivers. The Main Gate of the FDA Compound, the Roving

Security Guards, and the Detailed Commander shall have at least one (1) transceiver. The Service Provider/Contractor shall allow the FDA to use its frequency and provide during the contract period one (1) handheld transceiver for FDA;

3. Metal Detectors – Three (3) walk-through metal detectors for, two (2) at the FDA Main Bldg., one (1) at the FDAC, plus five (5) handheld metal detectors for FDA Main Back- Entrance, Annex Bldgs. A&B, and FDA new Bldgs. 1&2.
4. Thermal Scanners* (or with higher specification/requirement) with Alcohol* Dispenser – five (5) units of Thermal Scanners with Alcohol Dispenser to be deployed at the entrance of FDA buildings with the minimum specifications:
 *FDA Registered/Notified
 - a. Measuring Distance: 5 – 10cm
 - b. Measuring Range: 0-50 Degree Celsius
 - c. LED Display
 - d. Power Supply: USB or 4AA Batteries
 - e. Support Gel and Liquid Output
 - f. Capacity of 1000ml
 - g. Mounting Type: Wall Mounting or Tripod Mounting
5. At least two (2) Close Circuit TV Monitor (CCTV) with a minimum of twenty-five (25) cameras to be installed by the Service Provider as per their inspection and evaluation in consultation with AFS-GSD.

MINIMUM TECHNICAL SPECIFICATIONS FOR CCTV (or their equivalent)	Statement of Compliance
<p>1. 25 units of dome or bullet camera For Dome Camera 5MP -Full Color Starlight -25 meters Led Distance -3.6mm fixed lens -built in mic</p> <p>For Bullet Camera 5MP -Full Color Starlight -40 meters LED Distance -3.6mm fixed lens -built in mic</p> <p>2. Two (2) CCTV Monitors 43-inch monitor/screen -HD Capable</p> <p>3. DVR with minimum of two (2) months footage backup</p>	

<p>Digital Video Recorder 8ch -Analog Camera input 8 ch BNC -Support up to 5MP -6ch IP camera inout up to 6MP -Video detection and alarm -Internal 1 HDMI and VGA -Resolution 1920x1080/1280x1024</p> <p>4. Two (2) Terra Byte Hard Drive Surveillance</p> <p>*Winning bidder shall be responsible for the proper installation of all CCTV related equipment</p>	
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6. Security Plan

A comprehensive Security Plan, subject for approval shall be submitted within 10 calendar days from the receipt of the Notice of Award for approval. The said plan shall be subject to review by the General Services Division. Should there be any revisions on the said plan, it shall be returned to the winning bidder for finalization. The Security Plan should indicate at least the following:

1. Ocular inspection report of the FDA premises conducted by the winning bidder and certified by the GSD.
2. General and specific security procedures/SOPs on the following:
 - 2.1 Entrance Control
 - 2.1.a. Personnel & Visitor/Pedestrian control;
 - 2.1.b. Material and property movement control;
 - 2.1.c. Traffic and vehicle control;
 - 2.1.d. Visitors management procedures
 - 2.2 Fixed Posts
 - 2.3 Roving patrols
 - 2.4 Public complaints management
 - 2.5 Escort duties or Officials security specifically for the Office of the Director General and locations of various Centers/Offices
 - 2.6 Lost and found
 - 2.7 Flying flags
 - 2.8 Building rules and regulations compliance, etc.
3. Various risks/disaster/emergency security procedures/threat management/ coordination with FDA for at least the following:
 - 3.1. Intruders;
 - 3.2. Fire protection;
 - 3.3. Bomb threats;
 - 3.4. Robbery/theft/burglary;

- 3.5. Hostage crisis;
- 3.6. Brownouts and other utilities, breakdown or failure
- 3.7. Injuries and illnesses
- 3.8. Earthquakes; typhoon/flood and other disasters/emergencies/accidents catastrophes, calamities or tragedies
- 3.9. Lightning rallies
- 3.10 Chemical, Biological, Radiological Threats/incidents/ events

7. Additional Documents to be submitted

- a. Omnibus Sworn Statement using the prescribed form;
- b. Valid and current License to Operate (LTO) as Security Agency issued by the Philippine National Police (PNP);
- c. Valid and Current Certificate of Membership with PADPAO;
- d. Certificate under oath of the existing and non-existence of pending case in DOLE and NLRC. In case it has pending case (s) in DOLE and NLRC, the bidder must enumerate the list of pending case (s) and the status of the same;
- e. List of firearms indicating license number, status of license whether temporary or not, and license expiry and photocopies of license cards issued by the Firearms and Explosive Unit of the Philippine National Police in compliance to the requirement for side arms or shotguns;
- f. License to operate a communication system composed of a base unit, radio repeater and at least twelve (12) handheld transceivers issued by the National Telecommunication Commission (NTC) or a Current subscription/service contract with a Communication Service Provider (CSP) that is duly enfranchised and authorized public trunk radio system pursuant to NTC Memorandum Circular No. 04-05-2003. The CSP must duly register with NTC;
- g. Sworn statement to provide two (2) sets of CCTV when awarded the contract;

8 Penalty Rates in Case of Non-Compliance

Penalty rates shall apply on a daily basis in case of the following:

- a. The equipment was not provided at the Project Site;
- b. The provided equipment was non-compliant to the specifications provided in the terms of reference of the Contract; and
- c. The provided equipment was found to be non-operational or defective at the time of inspection.

ITEMS	PENALTY RATE PER UNIT PER DAY
Whistle;	Php 500.00
Nightstick;	Php 10.00

Rechargeable Flashlight (rechargeable batteries provided);	Php 100.00
First Aid Kit with 70% solution alcohol in spray bottles or hand sanitizer	Php 100.00
One (1) pair of handcuffs;	Php 50.00
One (1) unit sidearm holster belt; and	Php 10.00
Raincoats and rubber boots.	Php 100.00
(5) Building Umbrellas	Php 100.00
Nine (9) 9mm pistols with fourteen (14) rounds-2-magazine-ammunitions each per pistol	Php 100.00
one (1) shotgun with four bullets	Php 100.00
(12) handheld transceivers	Php 50.00
(3) walk-through metal detectors	Php 100.00
(5) handheld metal detectors	Php 50.00
(5) units of Thermal Scanners* with Alcohol* Dispenser	Php 100.00
(2) sets of Close Circuit TV Monitors (CCTV)	Php 500.00

AFS-GSD will be responsible for the monitoring of the Service Provider's compliance.

9. Contract Management and Implementation

- A. The Service Provider/Contractor shall report to the Chief, AFS-GSD for contract implementation. Work coordination, instructions, directives, incident reports, letters of communications, and memoranda shall be coursed through the GSD.
- B. Guards shall be required to have their daily time records monitored through the Bundy card system stationed at the FDA Lobby. Each daily time record shall be monitored and certified by the General Services Division. The Bundy clock shall be provided by the Service Provider.
- C. Security plans, requirements, and processes will be coordinated with the General Services Division office through the designated Officer-In-Charge of the Service Provider/Contractor.
- D. Relievers shall be cleared first with the General Services Division prior to assignment at the FDA. Security logbooks, daily time records, and shifting work schedules must be submitted to the General Services Division on the third week of every month for proper monitoring and administration of security procedures and processes.

10. Performance Evaluation

A. The General Services Division in coordination with the Representatives of each Center/Office shall conduct an assessment or evaluation of the Service Provider/Contractor before the end of each month based on the following to wit:

1. The assessment or evaluation methods to be employed shall be: service level monitoring, certification and visual inspection;
2. Based on the assessment, the FDA may pre-terminate the contract for failure by the Service Provider/Contract to perform its obligations thereon following the procedure prescribed under the *Guidelines on Termination of Contracts* under Annex “I” of the 2016 Revised Implementing Rules and Regulations of Republic Act (R.A.) No. 9184, otherwise known as the *Government Procurement Reform Act*;
3. The Service Provider/Contractor shall maintain at least 85% very satisfactory level of performance throughout the term of the contract based on the following criteria.

Performance Criteria and weight:

No.	Criteria	Weight
1	Quality of service delivered/provided	40
2	Time management	10
3	Management & Sustainability or personnel	20
4	Contract administration & management	20
5	Provision of regular progress report	10
	Total	100%

4. **Examples** of Performance Measures:

- a. Immediate response relative to security incidents
- b. Appropriate issuance and control of visitors, walk-in product promoters, alms solicitors and employees’ relative
- c. Updated and accurate submission of incident reports by guards to security supervisors and at the General Services Division’s office.
- d. Manner of conducting presenting, handling and preparing investigation reports and evidences for possible filing of criminal charges and apprehend violators

- e. Gate and building guard post are always manned, monitored, supervised and checked by the Service Provider/Contractor's guard supervisors
- f. Immediate reporting, documentation and submission of incident report
- g. Presentation of incident reports are clear, accurate and complete
- h. Appropriate and immediate notification of building rule violations to supervisor and GSD and DDG-IM, and ODG
- i. Appropriate and immediate notification of incidents and building violations to GSD, DDG-IM, and ODG
- j. Submission of complete and accurate written report by close of next business day of incident and building violations and DDG-IM, and ODG
- k. Immediate action by reporting on any lost or found items to supervisor GSD
- l. Snappy, alert and sequential method of flag raising and lowering of the Philippine Flag in accordance to standards
- m. Immediate reporting of frayed and worn out flags to GSD
- n. Roving guards and supervisors respond to emergencies before guards on fixed posts
- o. Immediate reporting of emergency situation to GSD and Concerned Center/Office
- p. Immediate notification of actions taken during emergencies
- q. Emergency Procedures are followed
- r. Reports immediately on emergency situations
- s. Complete and accurate property movements
- t. Regular conduct of guards training
- u. No complaints of guards regarding underpayment
- v. Guards are well dressed and clean
- w. Guards with complete tools and supplies
- x. No theft reported
- y. Excellent traffic control
- z. Communication systems always working
- aa. CCTV always in good condition
 - bb. All required incident reports prepared, accurately done and forwarded on time (within 24 hours)
 - cc. Supervisors properly inspect all guards and posts
 - dd. Good pedestrian traffic control
 - ee. Provides victim initial comfort while waiting professional assistance
 - ff. Erring guards are reprimanded or punished properly & re-trained if necessary
 - gg. Deployed guards are trained
 - hh. Immediate replacements for absent or suspended guards
 - ii. Guards in fixed posts assists in occupants' emergency plans in times of emergencies and untoward incidents
 - jj. Property pass procedures are followed strictly

- kk. Visitors' and personnel are properly and courteously checked
- ll. Other performance measures in securing the area and property of the FDA.

In case of pre-termination of the contract, the terms and conditions set herein shall cease to be effective.

COST DISTRIBUTION FOR ONE (1) YEAR - SECURITY SERVICE					
				Statement of Compliance	
Item No.	Description	Regular Shift	Day Shift	Night Shift	
	Time of Duty	6AM-2PM 8AM-5PM 2PM-10PM	6AM-6PM 7AM-7PM	10PM-6AM	
	Days Work Per Week	7 days	7 days	7 days	
	No. of Days per/Year	394.4	394.4	394.4	
	No. of Hours/Day	8 hours	12 hours	8 hours	
	Daily Wage (Wage Order No. NCR-23)	570.00	570.00	570.00	
Amount Directly to Security Personnel					
	Basic Salary (DW x No. Of Days per year / 12)	18,734.00	18,734.00	18,734.00	
	Overtime Pay (4) hours per day **	-	11,863.84	-	
	Night Shift Pay (Ave. Pay per month x 10% x 1/3)(x1/2)	624.47	936.70	1,873.40	
	13th Month Pay (DW*365/12/12)	1,444.79	1,444.79	1,444.79	
	5-days Incentive Pay (Service Incentive Leave) (DW*5/12)	237.50	237.50	237.50	
	Uniform Allowance (RA 5487)	100.00	100.00	100.00	

	Retirement Pay (RA 7641, DW*22.5/12)	1,068.75	1,068.75	1,068.75	
A.	Total Directly to Security Personnel	22,209.51	34,385.58	23,458.44	
Amount Due to Government					
	SSS Premium	1,657.50	1,700.00	1,700.00	
	SSS Mandatory Provident Fund	-	425.00	42.50	
	PhilHealth (basic salary * 2%)	374.68	374.68	374.68	
	State Insurance	30.00	30.00	30.00	
	Pag-ibig	100.00	100.00	100.00	
B.	Total Amount Due to Government	2,162.18	2,629.68	2,247.18	
C.	Total Amount Due to Security Personnel and Government (A + B)	24,371.69	37,015.26	25,705.62	
D.	Administrative Fee of not less than twenty percent (20%) Department Order No.150-16, Series of 2016 25% Admin Fee (inclusive of supplies and CCTV)	6,092.92	9,253.82	6,426.41	
E.	12% VAT = (D X 12%) NOTE: The 12% VAT shall only be imposed on the Agency Fee and not on the amount to Guard and Government, in accordance with BIR Revenue Memorandum Circular No.39- 2007, as applied to wage orders issued by PADPAO	731.15	1,110.46	771.17	
F.	TOTAL MINIMUM CONTRACT RATE (C + D + E)	31,195.76	47,379.54	32,903.20	

	Number of Security Personnel	16	3	3	
	Sub-Total per shift per Month	499,132.16	142,138.62	98,709.60	
	Sub-Total per shift per Year	5,989,585.92	1,705,663.44	1,184,515.20	
	TOTAL CONTRACT FOR 22 Security Personnel FOR 12 MONTHS	8,879,764.56			

** Overtime Pay

Overtime 7 days

Rate per hour (570.00/8) 71.25

Regular Days
 $(71.25 * 125\% * 295 * 4)$ 105,093.75

Regular Holidays
 $(71.25 * 260\% * 12 * 4)$ 8,892.00

Sundays/Rest days
 $(71.25 * 169\% * 52 * 4)$ 25,045.80

Special Days, Rest days
 $(71.25 * 195\% * 6 * 4)$ 3,334.50

142,366.05

Divided by 12 months 12.00

Overtime Pay for 4 hours 11,863.84

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

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>

Technical Specifications

Republic of the Philippines Food and Drug Administration TECHNICAL SPECIFICATIONS		
Lot No. 1	Security Services	Qty/Unit
	ABC P8,879,764.56	
	Purchaser's Specification Specification	Statement of Compliance
	I. Minimum Standards for the Service Contract	
	A. Years of Experience	
	<p>The Service Provider should have at least five (5) years of experience with a minimum number of 300 licensed Security Guards.</p>	
	B. Liquidity	
	<p>The Service Provider should have the ability to pay, at least two (2) months, all the salaries and wages of twenty-two (22) security guards employed from its own funds, i.e., twice of 1/12 of the ABC or approximately one million four hundred seventy-nine thousand nine hundred sixty and 76/100 pesos (P1,479,960.76).</p>	
	C. Organizational Set-up	
	<p>The Service Provider should present an organizational chart indicating names of key officials and the number of personnel and the reporting and functional relationships among various players within the Service Provider with an additional presentation of its relations to the AFS-GSD, in the implementation of the contract.</p>	
	II. REQUIREMENTS FOR THE IMPLEMENTATION OF CONTRACT	

<p>A. Agency Requirements</p> <ol style="list-style-type: none"> 1. Availability of deployment of at least twenty-two (22) guards complying with the FDA minimum qualification standards, excluding the Officer-In-Charge. 2. Availability of at least ten (10) on-call reliever guards complying with FDA minimum qualification standards 3. The Service Provider shall have an Officer-in-Charge on-site who shall supervise and manage the implementation of the Security Plan in compliance to the security requirements of the Procuring Entity. <u>Remuneration and other benefits of the Officer-In-Charge shall be shouldered by the Service Provider.</u> 	
<p>B. Schedule of Requirements</p>	

1. Deployment of Security Guards

The Service Provider shall provide the following personnel / Security Guards for seven (7) days depending on the schedule.

Time of Duty	Post of Assignment	Qty
6:00am – 6:00pm	Office-in-Charge	1
6:00am -2:00pm 2:00pm – 10:00pm 10:00pm – 6:00am	FDA Main Entrance Front Gate Exit Gate	3
8:00am - 5:00pm	Main Entrance Assist	1
6:00am -2:00pm 2:00pm – 10:00pm 10:00pm – 6:00am	FDA Main Bldg. Front Lobby Information	3
8:00am - 5:00pm	Lobby Assist	1
6:00am – 2:00pm 2:00pm – 10:00pm	FDA Back Entrance (Beside Server Rm.)	2
8:00am – 5:00pm	Annex Bldg. A Perimeter	1
6:00am -2:00pm 2:00pm – 10:00pm 10:00pm – 6:00am	Roving Guards	3
8:00am – 5:00pm	Annex Bldg. B CDRR PPS, CDRRHR	1
8:00am – 5:00pm	FDAC (Monday to Friday only)	1
7:00am – 7:00pm	Office of the Director General (ODG)	1
8:00am – 5:00pm	FDA Warehouse PhilPost Tramo	1

8:00am – 5:00pm	DOH Tayuman CDRRHR Bldg.	1	
7:00am – 7:00pm	Reserved	1	
8:00am – 5:00pm	General Services Bldg. and FDA Cafeteria and Conference Hall	1	
	TOTAL	22 guards	
a. The Total Twenty-Two (22) Security Guards will be replaced every quarter or every three months of the year			
b. The Service Provider shall provide a minimum of ten (10) on-call relievers/replacements in case of absences of any assigned Security Guard to ensure continuous and uninterrupted service.			
c. The Service Provider shall provide the Procuring Entity a complete and final list of its regular and reliever/on-call security guards and other personnel assigned to work in the Project site with the following data:			
<ul style="list-style-type: none"> • Name; • Age, should not be more than 56 years old (Except for the OIC); • Birthdate; • Highest educational attainment; • Had attended at least two (2) security or related services training should indicate the title, the date taken and the training provider; • Number of years as security guard; • Number of months working with prospective bidder as security guard 			

<ul style="list-style-type: none"> • Social Security System (SSS) number; • Tax Identification Number (TIN); • Test results within six (6) months from the bidding for: <ul style="list-style-type: none"> - Neuro-Psychiatric test - Drug Test - X-Ray - Physical & Medical Examination • COVID-19 Vaccination Card (Fully Vaccinated COVID-19) 	
<p>d. Deployment of at least one (1) female guard at the Main Building to undertake body search for females (if applicable).</p>	
<p>e. The Procuring entity reserves the right to request for an increase in the number of Security Guards assigned to the Project Sites or after any Security Guard's assignment if the exigency of the service requires, and decrease the number of Security Guards in case of non-availability of funds or if the guards are no longer needed as justified by the Procuring Entity. The Service Provider shall be given three (3) to five (5) working days to comply with the changes in the deployment.</p>	
<p>f. The Service Provider, together with its employees, agree to abide with the performing and security requirements of the Procuring Entity in general and in the offices where the Security Guards are assigned at all times and comply promptly with directives, instructions, rules and regulations of the Procuring Entity.</p>	
<p>g. The Security Services shall be under the management of the Chief Administrative Officer of the General Services Division - Administrative and Finance Service (GSD-AFS). Before they assume work at the beginning of the Contract, an orientation of the Scope of Responsibility, Rules and Regulations of the FDA, and related</p>	

<p>matters shall be conducted by the Chief of GSD-AFS.</p>	
<p>h. No Security Guard shall assume his/her post without going through this general orientation and specific instructions in certain offices through the Designated Administrative Officer of FDA Centers if so required.</p>	
<p>i. Security Guard found unfit to render shift work duty shall be replaced immediately by the Service Provider</p>	
<p>j. The Service Provider shall conduct a refresher course to the Security Guards every three (3) months to keep them updated and reminded of their duties and responsibilities to be submitted to the Chief of the AFS-GSD</p>	
<p>k. Security Guards assigned to restricted office areas where highly accountable assets and documents are kept shall perform their duties under the supervision of the officials designated by the Procuring Entity</p>	
<p>l. Assume full responsibility for any damage or loss of government and/ or personal belongings, properties resulting from the negligence and/or direct conduct of theft by the Security/s and the AFS-GSD shall be the final arbiter</p>	
<p>m. Security Guards shall coordinate with the Administrative Officer Designates (AO Designates) of offices where they are assigned.</p>	
<p>n. Security guards shall coordinate with the CAO on their respective assignments. All security guards on duty is expected to:</p>	
<p>1. Monitor and record movement of all office materials, supplies and materials within the building or area of assignment. Whenever any equipment is brought out of the building, the Security Guard shall demand a Building/Gate Pass duly signed by the Chief of AFS-GSD as authorized by the Supervisor of the Center/Office.</p>	

Gate Pass – whenever the transfer will be from one building to another FDA Office outside the FDA Central Office Compound

Building Pass - if the transfer will be from one building to another building within the FDA Compound.

2. The Security Guard assigned at the gates shall inspect thoroughly all vehicles, including motorcycles, tricycles, and bicycles coming in and out of the premises of the Procuring Entity and conduct necessary under-chassis inspection.
3. Strictly adhere to the implementation of Building entry and exit protocols as prescribed by the Procuring Entity:
 - a. A “No Mask No Entry” policy is imposed;
 - b. During pandemic (amid Covid19) the guards on duty shall ensure that health protocols as provided in the “FDA SHERT Guidelines” which shall be discussed in detail during the orientation for the deployed guards, shall be strictly observed;
 - c. Screen in a very courteous and polite manner all visitors and guests, require them to register in the Visitor’s Logbook, issue Visitor’s Pass/ID and check if they have firearms or deadly weapon(s) which shall be deposited with the security guards on duty with proper acknowledgment receipt; Likewise, a Visitor’s Slip shall also be issued to be countersigned by the person/official visited;
 - d. Inspect bags/packages and search individuals as necessary; and
 - e. Perform all other duties and responsibilities which may be assigned from time to time by the Procuring Entity.

<p>4. Any Security guard on duty shall position himself or herself outside the building and/or office proper making sure that he or she has a good view of all properties, except when there is a duly authorized special arrangement with the concerned Head of Office through its AO Designate.</p> <p>5. The Roving Security Guard shall see to it that the premises of the Procuring Entity are protected. Any movement out of the ordinary and presence of suspicious characters should be reported immediately.</p> <p>6. The Service Provider shall give a written notice to the office concerned whenever any Security Guard is to be removed or replaced.</p> <p>7. The Service Provider shall assume full responsibility for any claim for any compensation from injuries incurred in connection with the performance of Security Guards duties assigned to the Project Sites and shall free the Procuring Entity from any legal suit in connection therewith under the terms and conditions of the contract.</p> <p>8. The Service Provider shall provide lockers with functional locking mechanisms for each security guard assigned in FDA. The lockers shall be installed at the Security Office.</p>	
<p>2. Minimum Qualifications for Individual Security Guards</p> <p>Security Guards to be assigned by the Service Provider must possess the following qualification:</p>	
<p>a. Filipino Citizen;</p>	

<ul style="list-style-type: none"> b. Of good moral character, cleared by law enforcement or police agencies and without previous records of any conviction of a criminal offense involving moral turpitude; c. At least high school graduate; d. At least two (2) years - experience as a security guard and preferably with training on Basic Life Support (BLS); e. Not an apprentice; f. At least two (2) training on security services or emergency response related courses; g. Not less than twenty (20) years old and not more than fifty-six (56) years old except for the OIC; h. At least 5'4 in height medium-heavy built for male guards; 5'2 for female guards; i. Male or Female (except for the Roving Guards who should be all male); j. Physically fit and medically fit based on Physical and Medical Examination and X-ray Examination; k. Mentally fit based on Neuro-Psychiatric Test; l. Not an illegal substance or illicit drug user based on negative drug test results; and m. Preferably non-smoker/vape and shall not smoke/vape during duty hours. 	
<p>3. Screening and Acceptance of Security Guards to be Assigned by the Service Provider.</p>	
<p>Security Guard, including relievers, shall be screened by the Chief of the General Services Division, Administrative and Finance Service. The following documents shall be submitted by the Security Guard for this purpose:</p>	

<ol style="list-style-type: none"> 1. Physical and Medical certificate; 2. NBI clearance; 3. Copy of diploma of highest educational attainment; 4. Copy of birth certificate; 5. 2 x 2 picture (2 pcs); 6. Presentation of Original copy and Certified True Copy of SSS membership card; 7. Presentation of Original copy and Certified True Copy of neuropsychiatric test result and evaluation; 8. Presentation of Original Copy and Certified True Copy of the <u>drug test result</u> within thirty (30) days from hiring issued by the <u>Drug Test Center</u> where the security guard took his/her drug test. 9. Copy of Certificates of Training Attended; 10. Copy of Neuro-Psychiatric exam results within six (6) months from hiring; 11. <u>Copy of COVID-19 Vaccination Card. Should be fully vaccinated</u> 	
<p>4. Recruitment and Selection Criteria for Security Guards</p>	
<ol style="list-style-type: none"> a. The Service Provider shall present an acceptable documented recruitment process showing selection criteria for new guards by the company for the past three (3) years. b. The Service Provider shall see to it that all Security Guards are screened and declared physically and mentally fit before he or she is hired and not a dependent of any liquor or other intoxicating substances or prohibited drugs. c. The Service Provider shall not assign or allow Security Guards in the Procuring Entity’s Project Sites who 	

<p>are not acceptable to the Procuring Entity.</p> <p>d. The Service Provider shall faithfully comply with all laws, rules and regulations pertaining to the employment of labor, such as but not limited to the Labor Code of the Philippines as amended, the Social Security Services Laws, Employer’s Liability Act, Workmen’s Compensation Act and Medicare Act. <u>The Service Provider agrees to bind itself with this Contract agreement and free the Procuring Entity from any and all liabilities arising from the implementation of the Contract Agreement.</u></p> <p>e. In case of loss of any equipment, materials or supplies due to theft or negligence, the Service Provider shall be responsible for its replacement after being subjected to investigation and due process. The Service Provider shall institute mechanisms to protect the property of the Food and Drug Administration by both internal staff and external entities in coordination with AFS – GSD.</p>	
<p>5. Accepted Security Guards’ Uniform and Paraphernalia</p> <p>Security Guards shall be provided by the Service Provider with proper/prescribed uniform (Type A and Type B) with a name tag, which should be worn at all times when on duty. Non-compliance to these requirements shall be grounds for a reduction in the payment equivalent to one (1) day of pay per violation in reference to the Price Schedules for Goods (Services) offered and Penalty Rates in Case of Non-Compliance of Service Provider</p>	
<p>A. Each Security Guard on duty shall have the following minimum tools:</p> <ol style="list-style-type: none"> 1. Whistle; 2. Nightstick; 	

<ol style="list-style-type: none"> 3. Rechargeable Flashlight (rechargeable batteries provided); 4. First Aid Kit and 70% solution alcohol in spray bottles or hand sanitizer with the following content: <ol style="list-style-type: none"> a. Ten (10) pieces Adhesive bandage* b. One (1) piece triangular bandage (at least 43"x 43" x 62") c. Five (5) pieces safety pins d. Gauze Pads* <ol style="list-style-type: none"> i. 2 pieces 4x4 inches ii. 2 pieces 3x3 inches iii. 2 pieces 2x2 inches e. 1 x Hypo-allergic Surgical Tape* f. Six (6) pieces Alcohol swabs* *FDA registered 5. One (1) licensed sidearm; 6. One (1) pair of handcuffs; 7. One (1) unit sidearm holster belt; and 8. Raincoats and rubber boots. 9. Service Umbrella (Large Size) on every building 	
<p>B. Equipment to be Provided During Contract Implementation</p>	
<ol style="list-style-type: none"> 1. The Service Provider shall provide fourteen (14) 9mm pistols with fourteen (14) rounds-2-magazine-ammunitions each per pistol, and one (1) shotgun for the main entrance with four bullets. The firearms must be in a good working condition. A Certified True Copy of updated licenses of firearms shall be submitted within ten (10) calendar days from receipt of the Notice of Award. 2. Communications Equipment –The Service Provider/Contractor shall provide a base unit and at least twelve 	

<p>(12) handheld transceivers. The Main Gate of the FDA Compound, the Roving Security Guards, and the Detailed Commander shall have at least one (1) transceiver. The Service Provider/Contractor shall allow the FDA to use its frequency and provide during the contract period one (1) handheld transceiver for FDA;</p> <p>3. Metal Detectors – Three (3) walk-through metal detectors for, two (2) at the FDA Main Bldg., one (1) at the FDAC, plus five (5) handheld metal detectors for FDA Main Back-Entrance, Annex Bldgs. A&B, and FDA new Bldgs. 1&2.</p> <p>4. Thermal Scanners* (or with higher specification) with Alcohol* Dispenser – five (5) units of Thermal Scanners with Alcohol Dispenser to be deployed at the entrance of FDA buildings with the minimum specifications: *FDA Registered/Notified</p> <ul style="list-style-type: none"> a. Measuring Distance: 5 – 10cm b. Measuring Range: 0-50 Degree Celsius c. LED Display d. Power Supply: USB or 4AA Batteries e. Support Gel and Liquid Output f. Capacity of 1000ml g. Mounting Type: Wall Mounting or Tripod Mounting 	
<p>5. At least two (2) Close Circuit TV Monitor (CCTV) with a minimum of twenty-five (25) cameras to be installed by the Service Provider as per their inspection and evaluation in consultation with AFS-GSD.</p>	
<p>MINIMUM TECHNICAL SPECIFICATIONS FOR CCTV (or their equivalent)</p>	

<p>1. 25 units of dome or bullet camera For Dome Camera 5MP -Full Color Starlight -25 meters Led Distance -3.6mm fixed lens -built in mic</p> <p>For Bullet Camera 5MP -Full Color Starlight -40 meters LED Distance -3.6mm fixed lens -built in mic</p> <p>2. Two (2) CCTV Monitors 43-inch monitor/ screen -HD Capable</p> <p>3. DVR with minimum of two (2) months footage backup Digital Video Recorder 8ch -Analog Camera input 8 ch BNC -Support up to 5MP -6ch IP camera inout up to 6MP -Video detection and alarm -Internal 1 HDMI and VGA -Resolution 1920x1080/1280x1024</p> <p>4. Two (2) Terra Byte Hard Drive Surveillance</p> <p>*Winning bidder shall be responsible for the proper installation of all CCTV related equipment</p>		
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6. Security Plan

A comprehensive Security Plan, subject for approval shall be submitted within 10 calendar days from the receipt of the Notice of Award for approval. The said plan shall be subject to review by the General Services Division. Should there be any revisions on the said plan, it shall be returned to the winning bidder for finalization. The Security Plan should indicate at least the following:

1. Ocular inspection report of the FDA premises conducted by the winning bidder and certified by the GSD.
2. General and specific security procedures/SOPs on the following:
 - 2.1 Entrance Control
 - 2.1a Personnel & Visitor/
Pedestrian control;
 - 2.1b. Material and property movement control;
 - 2.1.c. Traffic and vehicle control;
 - 2.1.d. Visitors management procedures
 - 2.2 Fixed Posts
 - 2.3 Roving patrols
 - 2.4 Public complaints management
 - 2.5 Escort duties or Officials security specifically for the Office of the Director General and locations of various Centers/Offices
 - 2.6 Lost and found
 - 2.7 Flying flags
 - 2.8 Building rules and regulations compliance, etc.
3. Various risks/disaster/emergency security procedures/threat management/coordination with FDA for at least the following:

<ul style="list-style-type: none"> 3.1. Intruders; 3.2. Fire protection; 3.3. Bomb threats; 3.4. Robbery/theft/burglary; 3.5. Hostage crisis; 3.6. Brownouts and other utilities, breakdown or failure 3.7. Injuries and illnesses 3.8. Earthquakes; typhoon/flood and other disasters/emergencies/ accidents catastrophes, calamities or tragedies 3.9. Lightning rallies 3.10 Chemical, Biological, Radiological Threats/incidents/events 	
<p>7. Additional Documents in the technical specifications, arranged, numbered and tabbed as enumerated below'</p> <ul style="list-style-type: none"> a.Omnibus Sworn Statement using the prescribed form; b.Valid and current License to Operate (LTO) as Security Agency issued by the Philippine National Police (PNP); c.Valid and Current Certificate of Membership with PADPAO; d.Certificate under oath of the existing and non-existence of pending case in DOLE and NLRC. In case it has pending case (s) in DOLE and NLRC, the bidder must enumerate the list of pending case (s) and the status of the same; e.List of firearms indicating license number, status of license whether temporary or not, and license expiry and photocopies of license cards issued by the Firearms and Explosive Unit of the Philippine National Police in compliance to the requirement for side arms or shotguns; f. License to operate a communication system composed of a base unit, radio repeater and at least twelve (12) handheld transceivers issued by the National Telecommunication Commission (NTC) or a Current 	

<p>subscription/service contract with a Communication Service Provider (CSP) that is duly enfranchised and authorized public trunk radio system pursuant to NTC Memorandum Circular No. 04-05-2003. The CSP must duly register with NTC;</p> <p>g. Sworn statement to provide two (2) sets of CCTV when awarded the contract;</p>	
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Price Schedules for Goods (Services) Offered

COMPUTATION: The following is the PRICE SCHEDULE or template to be used for comparing the BID PRICE of each bidder including computation of the monthly labor cost. The lowest complying and responsive total bid shall be declared as the winning bidder: **NOTE: BID PRICE will be base on a 1 month computation of Labor Cost, Administrative Cost, Value Added Tax and Supplies and Materials. Multiply by the no of months/project duration. The total ofwhich will be added by the price of the Equipment (ON A ONE TIME DELIVERY SUPPLIES AND EQUIPMENT/ANNUAL) as shown on the table below:**

A. LABOR COST: Composed of daily wages of 187 Janitors for a month, includes 13 th month pay, five days incentive and indirect labor cost such as SSS Premium, Philhealth contributions, ECC and PAGIBIG Fund. (as per end user computation)		
B. ADMINISTRATIVE COST/ OVERHEAD EXPENSES (Estimated percentage of the Labor Cost)	___ % x Labor Cost	
C. VALUE ADDED TAX (12% of A+B)		
D. Supplies, Materials for a month		
TOTAL (A+B+C+D) Cost for a Month		
*Multiply by no. of months (duration of project)		
E. Equipment (one time/annual delivery)		
TOTAL COST		

Note: The Computation of ABC is based on a 1 month computation of Labor Cost, Administrative Cost/Overhead, Value added Tax and supplies and material multiply by 12months (1 year) plus the cost of Equipment (one time delivery/annual).

All bid prices for the duration of the contract shall be fixed and shall not be adjusted during the implementation except for the following:

1. Increase in minimum daily wage pursuant to law of new wage order issued after date of bidding;
2. Increase in taxes.

I hereby certify that the Statement of Compliance to the foregoing Technical Specifications are true and correct, otherwise, if found false either during the bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder
Date

 Signature over Printed Name of Authorized Representative

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

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

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

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

- (i) [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.

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

I. FINANCIAL COMPONENT ENVELOPE

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

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

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

BIDS AND AWARDS COMMITTEE

ITB No.		Date /Time of Opening and Evaluation of Bids:	
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Project Title:	
	Approved Budget for the Contract:
Name of Bidder:	
Address:	

CHECKLIST OF DOCUMENTS FOR THE OPENING AND BID EVALUATION OF BIDDING DOCUMENTS

(Note: Write if PASSED or FAILED on the left space provided.)

I. PRELIMINARY EXAMINATION OF BIDS:

A. Two Envelope System

	1. Original Bid Copy
	2. Copy 1 & 2

B. Marking of Bids

	1. Arranged
	2. Numbered/Tabbed
	3. Original Copies of the Bid Document must be duly signed by prospective bidder or authorized representative using blue ink pen

II. TECHNICAL COMPONENTS - (ENVELOPE ONE)

<u>Passed/Failed Remarks</u>	Eligibility Documents (Class "A" Documents)	
	Page No.	LEGAL DOCUMENTS
	1	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);or
	1.1	(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).
LEGAL DOCUMENTS		
	2.	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
	3.	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
	4.	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
	5.	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
	6.	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		
	7.	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
	8.	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.

