



Republic of the Philippines
CIVIL SERVICE COMMISSION
Regional Office No. VIII
Government Center, Palo, Leyte

PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines

Provision of FY 2024 SECURITY SERVICES for CSC RO VIII

**For the period January 1, 2024 to
December 31, 2024**

CSC RO VIII-PB-2023-0001

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



Republic of the Philippines
CIVIL SERVICE COMMISSION
Regional Office No. VIII
 Government Center, Palo, Leyte

INVITATION TO BID FOR THE PROVISION OF FY 2024
SECURITY SERVICES FOR CSC RO VIII
January 1, 2024 - December 31, 2024
 (CSCROVIII-PB-2023-0001)

1. The **Civil Service Commission Regional Office No. VIII, Palo, Leyte**, through the **2024 General Appropriation (General Fund)** intends to apply the sum of **Eight Hundred Thousand Pesos (PHP800,000.00)** being the ABC to payments under the contract for **Provision of CY 2024 Security Services for CSC RO VIII for the period January 1 - December 31, 2024 consisting of, among others, three (3) security guards, under CSCROVIII-PB-2023-0001**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item No.	Description	Quantity
1	Supply of Security Guards for seven (7) days work at the CSCRO VIII, rendering atleast eight (8) hours duty daily, including Saturdays, Sundays and holidays	3 – Regular Guards
	Total	3

2. The CSC RO VIII now invites bids for the above Procurement Project. Delivery of the Goods is required by **January 1, 2024-December 31, 2024**. Bidders should have completed, **a single contract similar to the Project within the last three years** from the date of submission and receipt of bids. 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 CSC RO VIII and inspect the Bidding Documents at the address given below during **office hours from 8:00 A.M. to 5:00 P.M., Mondays to Fridays, except holidays.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 15 to December 6, 2023 and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of One Thousand Pesos (P1,000.00).** The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be **presented in person, or through email at ro08.msd@csc.gov.ph.**
6. The CSC RO VIII will not hold a Pre-Bid Conference¹.
7. Bids must be duly received by the BAC Secretariat through manual submission by depositing in the bid box located at the CSC RO VIII guardhouse on or before **December 6, 2023 at 11:30** in the morning at the office address indicated below. 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 Invitation to Bidders [IB] Clause 14.
 - a. The amount of not less than *P16,000.00 (2%) of ABC*, 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 *P40,000.00 (5%) of ABC if bid security is in Surety Bond.*
9. Bid opening shall be on **December 6, 2023, 1:30 PM** at the address indicated below and/or via *zoom application, or other technology platform to be used by this Office.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. This procurement project is undertaken through Early Procurement Activities (EPA), hence, the award of the contract to the Lowest Calculated and Responsive Bidder may only be made by the Procuring Entity upon approval or enactment of the FY 2024 General Appropriations Act (GAA) pursuant to Section 7.6 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and the provisions under GPPB Circular 06-2019 dated July 17, 2019.
11. The CSC RO VIII 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.

¹ May be deleted in case the ABC is less than One Million Pesos (Php1,000,000.00) where the Procuring Entity may not hold a Pre-Bid Conference as provided under Section 22 of the 2016 Revised Implementing Rules and Regulation of RA 9184.

12. For further information, please contact:

SHRS MA. LOURDES H. SABALZA

BAC Secretariat Head

Civil Service Commission

Regional Office No. VIII

Government Center, Palo, Leyte 6501

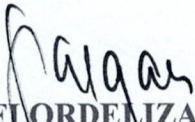
Telefax: (053) 888-0742

Website: www.cscro8.weebly.com

13. You may visit the following websites:

For downloading of Bidding Documents: www.cscro8.weebly.com
www.philgeps.gov.ph

14 November 2023


ATTY. FLORDELIZA C. ALGAS
Director III
BAC Chairperson

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Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, CSC RO VIII will receive Bids for the *Provision of FY 2024 Security Services for CSC RO VIII for the period January 1 - December 31, 2024* with identification number CSCROVIII-PB-2023-0001.

The Procurement Project (referred to herein as “Project”) is composed of *one 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 CY 2024 in the amount of **Eight Hundred Thousand Pesos (PHP800,000.00)**.

2.2. The source of funding is:

a. For NGA, the National Expenditure Program.

3. Bidding Requirements

The Bidding for the Project shall be governed by 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 Invitation to Bid [**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 and/or their agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. 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. Subcontracts

The Procuring Entity has prescribed that Subcontracting is not allowed. If notwithstanding the bidder/supplier had illegally subcontracted any portion of the Project he/she shall not be relieved of any liability or obligation under the Contract and 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.

7. Pre-Bid Conference

The Procuring Entity will not hold a pre-bid conference for this Project.

8. 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.

9. Documents comprising the Bid: Eligibility and Technical Components

- 9.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 9.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **the last three years** prior to the deadline for the submission and receipt of bids.
- 9.3. 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.

10. Documents comprising the Bid: Financial Component

- 10.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. 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.
- 10.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11. Bid Prices

- 11.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - i. The price of other (incidental) services, if any, as listed in the **BDS**.

12. Bid and Payment Currencies

- 12.1. Payment of the contract price shall be made in:
 - a. Philippine Pesos.

13. Bid Security

- 13.1. 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**.
- 13.2. The Bid and bid security shall be valid until one hundred twenty (120) calendar days from the date of the opening of bids, unless duly extended by the bidder upon the request of the Head of the Procuring Entity of the CSC RO VIII. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14. Sealing and Marking of Bids

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

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.

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.

All Bids must be duly received by the BAC Secretariat through manual submission as indicated in paragraph 7 of the IB.

15. Deadline for Submission of Bids

15.1. The Bidders shall submit their bids on the specified date and time at its physical address as indicated in paragraph 7 of the **IB**.

16. Opening and Preliminary Examination of Bids

16.1. 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 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.

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

17. Domestic Preference

17.1. 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. Detailed Evaluation and Comparison of Bids

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

18.2 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.

18.3 The Project shall be awarded as one (1) Project having several items and shall be awarded as one (1) contract.

18.4 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.

19. Post-Qualification

- 19.1. 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**.

20. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>A single contract similar to Provision of Security Services the value of which must be at least fifty percent (50%) of the ABC.</i> b. completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
13.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Php16,000.00 <i>[equivalent to 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 Php40,000.00 <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
18.3	<i>1 Lot Provision of FY 2024 Security Services for CSC RO VIII under CSCROVIII-PB-2023-0001 for the period January 1, 2024 - December 31, 2024 in the amount of Eight Hundred Thousand Pesos (P800,000.00).</i>
19.1	<ol style="list-style-type: none"> 1. Audited financial statements, showing, among others, the prospective 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. 2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located; 3. DTI/SEC/CDA Certificate of Registration 4. BIR Certificate of Registration, which contains the Taxpayer's Identification Number 5. Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR 6. DOLE Certificate of Registration 7. Certificate of Compliance on General Labor Standards 8. Certificate of Compliance Occupational Safety and Health Standards 9. NLRC Certificate stating that there is/there is no adverse decided case in areas where the security agency has on-going or completed contracts. 10. SSS, PHILHEALTH, and Pag-IBIG certification of no delinquency of monthly premium payments for both the employer and employees of the security agency concerned. The certification must be secured where the principal place of business of the prospective bidder is located. <p>For post qualification, Bidders must submit the following:</p> <ol style="list-style-type: none"> 1. Tax Clearance (current, 2022); 2. BIR Registration Certification with T.I.N. 3. Income Tax Return (Form 1701 or 1702) of the preceding year (2022)

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| | <ol style="list-style-type: none">4. Quarterly VAT Returns of the past 4 quarters for VAT Registered (2550Q) (for the quarters ending December 2022, September 2022, June 2022, March 2022)5. For corporation, Updated General Information Sheet stamped received by SEC6. Enrollment to BIR EFPS (BIR Form 1903 or 1901)7. Certificate of Platinum PhilGEPS Registration |
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Bidders have the option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS).

In addition to the valid Mayor's Permit by the city or municipality where the principal place of business of the prospective bidder is located, (1) photograph/s of office space; and (2) contract of lease/affidavit of occupancy or any other document showing that the prospective bidder has adequate complement in Leyte to promptly address the procuring entity's concerns shall also be submitted.

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect the services rendered to confirm their conformity to the Project.

All reasonable facilities and assistance for the inspection and testing shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>Additional requirements for the execution of this Contract:</i></p> <p>➤ Delivery and Documents</p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>The delivery of services under the terms applicable to this Contract are to be made at the project site: CSC RO VIII not to exceed (1) day from the exact time specified in the Notice to Proceed to the winning bidder. Risk and title will pass from the Supplier to the Procuring Entity only upon receipt and final acceptance of the services.</p> <p>Delivery of the security services shall be made by the Supplier in accordance with the terms specified in Section VI Schedule of Requirements.</p> <p>Incidental Services –</p> <p>➤ <i>ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT OF SECURITY SERVICES:</i></p> <ol style="list-style-type: none"> 1. In view of the manpower requirements, the AGENCY shall provide the CSC RO VIII with a copy of the individual personnel profiles of the security guards to be assigned in the CSC RO VIII together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the CSC RO VIII before assumption of work by the said security guard. 2. The number of guards may be increased or decreased as the need arises upon mutual agreement by the CSC RO VIII and AGENCY; 3. Should the CSC RO VIII be in need of the services of additional security guards, the AGENCY shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the CSC RO VIII; 4. The AGENCY hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel. In no case shall a security guard serve more than twelve (2) hours continuous duty in a day; 5. The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by the CSC RO VIII;

6. The AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the CSC RO VIII;
7. There shall be no employer-employee relationship between the CSC RO VIII and the Security Guards;
8. The CSC RO VIII shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the AGENCY including death resulting therefrom;
9. The AGENCY shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;
10. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the AGENCY;
11. The AGENCY shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;
12. The AGENCY shall protect the CSC RO VIII from any liability arising from non-observance of laws, Rules and Regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with the agreement or other laws as a result of this contract.
13. The AGENCY shall be liable to the CSC RO VIII for any loss or damage that may be incurred to its equipment, buildings and properties within the guarded compound;
14. The liability for any loss or damage stated under paragraph 13 is subject to the following exceptions:
 - a) Where the loss or damage occurs inside a closed office, building or compartment into which the AGENCY or its agents have no access, in which case, the AGENCY is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards.
 - b) Where there is loss of and/or damage to property delivered, or entrusted by the CSC RO VIII to its employees, which equipment or property is outside the administrative control of the AGENCY at the time of said loss or damage, the AGENCY is not liable. In this

connection, properties or equipment are considered outside the administrative control of the AGENCY only when the same are brought outside the CSC RO VIII premises or compound by the authorized employees themselves.

c) For loss of and/or damage to property resulting from fortuitous events or force majeure;

15. For any loss or damage stated under paragraphs 13 and 14, the AGENCY shall indemnify the CSC RO VIII provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the AGENCY shall furnish the CSC RO VIII a Performance Security to guarantee the payment of such claim or damages and those claims arising from the operation of the CONTRACT. It is understood, however, that the liability of the AGENCY shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by the CSC RO VIII;
16. The loss or damage to property shall be brought to the attention of the AGENCY by the CSC RO VIII within twenty-four (24) hours from its occurrence or discovery and shall immediately be acted upon by the AGENCY;
17. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the AGENCY to the CSC RO VIII within twenty four (24) hours from its occurrence;
18. The AGENCY shall provide the security guards assigned to the CSC RO VIII at its own expense, with the necessary serviceable, dependable, firearms and ammunitions, metal detectors, adequate communications equipment. The AGENCY hereby warrants that these are duly licensed and that the guards have the required permits to carry and possess the same. The AGENCY shall also provide the CSC RO VIII copies of the result of the drug test and neuro-psychiatric examination including police and NBI clearances of each security guards assigned to the CSC RO VIII;
19. Training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of the CSC RO VIII, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of the CSC RO VIII, whether he/she is on-duty or off-duty;
20. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the AGENCY shall provide the CSC RO VIII with a contingent

	<p>of three (3) or more security guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;</p> <p>21. The AGENCY shall monitor/supervise regularly their security guards by assigning a supervisor/personnel (who is not one of the security guards) to check or evaluate the performance of the said security guards at least twice a month and to make a corresponding report to be submitted to the Director IV, through the Chief Human Resource Specialist, Management Services Division of this Office on the first week of the month following the said evaluation;</p> <p>22. The AGENCY shall provide the CSC RO VIII proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the agency's monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment;</p> <p>23. It is agreed that in order to have an assurance that salaries of security guards assigned by the SECURITY SERVICE AGENCY are paid on time, the CSC RO VIII shall require the SECURITY SERVICE AGENCY to present a certified photocopy of the signed payroll of the security guards assigned to the CSC RO VIII covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions.</p> <p>24. The SECURITY SERVICE AGENCY shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with the CSC RO VIII. It shall be understood that the CSC RO VIII will not be held liable for unpaid wages if the SECURITY SERVICE AGENCY fail to pay the security guards;</p> <p>25. The AGENCY, during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the CSC RO VIII which the agency may have acquired by reason of its services.</p>
2.2	<p>The contractor shall pay the wages, salaries or compensation of the Security Personnel (SP) in accordance with the provisions of the Minimum Wage Law as follows:</p> <p>1. Salaries shall be paid to the SP NOT later than the 20th day of the month for the salary period covering day 1 to day 15 of the month and 5th day of the following month for period covering day 16 to last day of the previous month;</p>

	<ol style="list-style-type: none"> 2. Copy of payslips duly signed by the respective SP as well as the summary of payment and deduction on each SPs should be attached on the payment claim of the Contractor per payroll period; 3. Photocopy of the monthly remittances and certifications of actual payments made relative to the mandatory contributions (SSS, Philhealth and HDMF) deducted from the preceding month's salary of the SP assigned at the CSC RO VIII must also be attached on the payment claim every billing period; 4. The payment of salaries shall be made on the date specified under Item J (1) of this TOR, even if, for some reason or the other, the Contractor fails to collect on time from CSC. Reported non-compliance upon presentation of evidence within the entire duration of the contract will be a ground for termination of the contract. 5. In case the Agency will pay in advance the salaries of its SP, the actual salaries due to the SP as computed during the submission of the billing for particular period must be properly accounted by the Contractor and be given to the SP concerned, otherwise, reported deviation or non-compliance, upon presentation of evidence, within the entire duration of the contract shall be a ground for termination of the contract.
4	<p>The inspections and tests that will be conducted are:</p> <p>The minimum security equipment required as stated in the Section VI. Schedule of Requirements of this bidding document shall be inspected upon assumption of tour of duty by the winning bidder and at any time during the contract period.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	One (1) year provision of security services for seven (7) days work at the CSCRO VIII, rendering at least eight (8) hours duty daily, including Saturdays, Sundays, and holidays.	3– Regular Guards	3	Shall not exceed one (1) day from the exact time specified in the Notice to Proceed.

A. MINIMUM REQUIREMENTS

➤ General Requirements

- 1) Must be a licensed Security Guard;
- 2) Must be physically and mentally fit;
- 3) Must have no derogatory record;
- 4) The Security Agency must have at least one (1) key personnel with a title of Certified Security Professional;
- 5) The Agency has conducted a Security Survey of the CSC RO VIII and its compound and submit a report on the survey conducted prior to its submission of Bid Documents. The Agency shall submit a request to the CSC RO VIII indicating thereon the proposed date and time of the conduct of the security survey. A certification as to the conduct shall be issued by the CSC RO VIII. A report on the survey conducted shall be submitted by the Agency before submission of the bid documents.
- 6) There should be no double posting of guards;
- 7) Security Guards assigned must preferably possess a driver's license and is capable of driving vehicles in case there are incidents of fire, earthquake or flooding inside the Office premises which requires the evacuation of Office vehicles to a safe place especially during night time and weekends where there is no available CSCRO VIII designated Drivers.

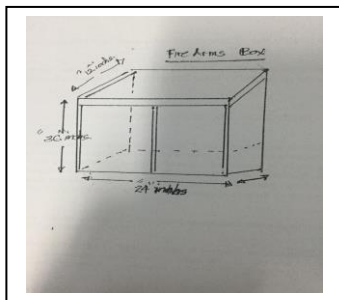
➤ **Additional Requirements: Security Equipment to be issued to the SP**

- 1) One (1) Standard firearm [must be High Capacity 9mm Pistols] to be issued to the guards;
- 2) One (1) piece umbrella and raincoat;
- 3) One (1) big flashlight with batteries;
- 4) Two (2) radio transceivers with batteries for monitoring purposes;
- 5) One (1) metal detectors with batteries;
- 6) One (1) inspection sticks;
- 7) First aid kits*;
- 8) One (1) under chassis mirror;
- 9) One (1) steel firearm box** with lock;
- 10) One (1) mobile base radio with Diamond X510 Antenna
- 11) One (1) Megaphone;
- 12) Logbooks to be maintained by SP throughout the implementation of the Contract which must be turned-over to the CSC RO VIII upon expiration or termination of the Contract;
- 13) The security guards shall have free access to Agency firing range;
- 14) One (1) unit protective vest;
- 15) One (1) reflectorized vest for traffic purposes;
- 16) One (1) flood boots;

**Minimum technical requirements for first aid kits - Must contain at least:*

- 1) 1 pc. Surgical Tape;
 - 2) 4 pcs. Plaster strips (wash proof);
 - 3) 1 pc. Elastic Bandage;
 - 4) 2 pcs. 2x2 Gauze Pad;
 - 5) 1 pc. Povidone Iodine;
 - 6) 1 pc. Alcohol;
 - 7) 1 pack Cotton Buds;
 - 8) 1 pc. Antiseptic Cleansing Wipes;
 - 9) 1 pc. Ammonia, 15 ml.
 - 10) 1 pc. Vaporub, 10g.
- Pair of scissors

***Minimum technical specifications for the steel firearms box with lock:*



A. SCOPE OF WORK

➤ **PROVISION OF SECURITY SERVICES FOR ONE (1) YEAR AT THE CSC**

RO VIII:

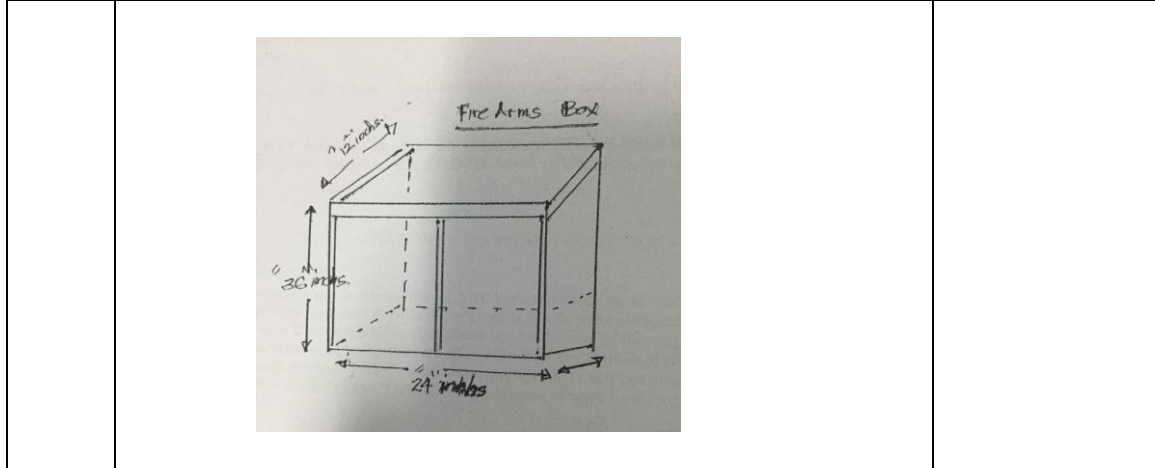
1. The AGENCY agrees to provide security services for the protection and security of the office buildings, furniture, equipment and other facilities of the CSC RO VIII against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the AGENCY agrees to provide security and assistance to the officials and employees of the CSC RO VIII while in the discharge of their official duties and responsibilities. The security guards so posted shall maintain duly verified daily time records using the electric time recorder of the CSC RO VIII, which shall support the claim for payment of services rendered;
2. The assigned SP shall record all incoming and outgoing official equipment, supplies, materials, and properties, that are brought inside or outside the CSC RO VIII premises and shall keep on file copies of duly approved gate passes. In no instances shall an equipment, supplies, materials and properties be allowed to be brought outside the CSC RO VIII premises without a duly approved gate pass;
3. SPs shall record all incoming and outgoing vehicles in their logbook;
4. SPs shall record all trips of service vehicles and file one copy of the duly approved trip ticket;
5. SPs shall allow visitors in the office premises only upon proper identification and shall require them to properly fill out the visitor's logbook and wear the CSC RO VIII visitor's ID;
6. Security guards shall enforce and obey all orders/instructions/memoranda issued by the Chief Human Resource Specialist, Management Services Division in behalf of the CSC RO VIII, which are relevant to their functions;

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	<p>One (1) year provision of security services for seven (7) days work at the CSCRO VIII, rendering at least eight (8) hours duty daily, including Saturdays, Sundays, and holidays.</p> <p>Total No. of guards required - Three (3)</p>	
	<p>➤ MINIMUM REQUIREMENTS</p> <p>A. General Requirements</p> <ol style="list-style-type: none"> 1) Must be a licensed Security Guard; 2) Must be physically and mentally fit; 3) Must have no derogatory record; 4) The Security Agency must have at least one (1) key personnel with a title of Certified Security Professional; 5) The Agency has conducted a Security Survey of the CSC RO VIII and its compound and submit a report on the survey conducted prior to its submission of Bid Documents. The Agency shall submit a request to the CSC RO VIII indicating thereon the proposed date and time of the conduct of the security survey. A certification as to the conduct shall be issued by the CSC RO VIII. A report on the survey conducted shall be submitted by the Agency before submission of the bid documents. <p>B. Additional Requirements: Security Equipment to be provided to SPs:</p> <ol style="list-style-type: none"> 1) One (1) Standard firearm [must be high Capacity 9mm Pistols] to be issued by the guards; 2) One (1) pcs. umbrella and raincoats; 3) One (1) big flashlight with batteries; 4) Two (2) radio transceivers with batteries for monitoring purposes; 5) One (1) metal detector with batteries; 6) One (1) inspection stick; 7) First aid kits* to all guards-on-duty; 8) One (1) under chassis mirror; 9) One (1) steel firearm box** with lock; 10) One (1) mobile base VHF/UHF radio with Diamond X510 Antenna 11) One (1) Megaphone; 12) Logbooks which shall be maintained by SP 	

	<p>On duty throughout the implementation of the Contract and must be turned-over to the CSC RO VIII upon expiration or termination of the Contract;</p> <p>13) The SP shall have free access to Agency firing range;</p> <p>14) One (1) unit protective vest;</p> <p>15) One (1) reflectorized vest for traffic purposes;</p> <p>16) One (1) flood boots;</p>	
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	<p>C. SCOPE OF WORK</p> <p>PROVISION OF SECURITY SERVICES FOR ONE (1) YEAR AT THE CSC RO VIII:</p> <ol style="list-style-type: none"> 1. The AGENCY agrees to provide the security services for the protection and security of the office buildings, furniture, equipment and other facilities of the CSC RO VIII against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the AGENCY agrees to provide security and assistance to the officials and employees of the CSC RO VIII while in the discharge of their official duties and responsibilities. <p>The security guards so posted shall maintain duly verified daily time records using the electric time recorder of the CSC RO VIII, which shall support the claim for payment of services rendered.</p> <ol style="list-style-type: none"> 2. The assigned SP shall record all incoming and outgoing official equipment, supplies, materials, and properties, that are brought inside and outside the CSC RO VIII premises and shall keep on file copies of duly approved gate passes. In no instances shall an equipment, supplies, materials and 	
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	<p>properties be allowed to be brought outside the CSC RO VIII premises without a duly approved gate pass;</p> <ol style="list-style-type: none"> 3. SPs shall record all incoming and outgoing vehicles in their logbook 4. SPs shall record all trips of service vehicles and file one copy of the duly approved trip ticket; 5. SPs shall allow visitors in the office premises only upon proper identification and shall require to properly fill out the visitor's logbook and wear the CSC RO VIII visitor's ID; 6. Security guards shall enforce and obey all orders/instructions/memoranda issued by the Chief Human Resource Specialist, Management Services Division in behalf of the CSC RO VIII, which are relevant to their functions; 	
	<p>D. ADDITIONAL TERMS AND CONDITIONS:</p> <ol style="list-style-type: none"> 1. In view of the manpower requirements, the AGENCY shall provide the CSC RO VIII with a copy of the individual personnel profiles of the security guards to be assigned in the CSC RO VIII together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the CSC RO VIII before assumption of work by the said security guard; 2. The number of guards may be increased or decreased as the need arises upon mutual agreement by the CSC RO VIII and AGENCY; 3. Should the CSC RO VIII be in need of the services of additional security guards, the AGENCY shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the CSC RO VIII; 4. The AGENCY hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than twelve (12) hours continuous duty in a day; 	

	<p>5. The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by the CSC CRO VIII;</p> <p>6. The AGENCY shall closely monitor the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the CSC RO VIII;</p> <p>7. There shall be no employer-employee relationship between the CSC RO VIII and the Security Guards;</p> <p>8. The CSC RO VIII shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the AGENCY including death resulting therefrom;</p> <p>9. The AGENCY shall be solely liable and answerable for claims, if any, that may be made by the guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;</p> <p>10. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the AGENCY;</p> <p>11. The AGENCY shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;</p> <p>12. The AGENCY shall protect the CSC RO VIII from any liability arising from non-observance of laws, Rules and Regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with the agreement or other laws as a result of this contract;</p> <p>13. The AGENCY shall be liable to the CSC RO VIII for any loss or damage to its equipment, buildings and properties within the guarded compound;</p> <p>14. The liability for any loss or damage stated under paragraph 13 is subject to the following exceptions:</p> <p style="padding-left: 40px;">a) Where the loss or damage occurs inside a closed office, building or compartment into which the AGENCY or</p>	
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its agents have no access, in which case, the AGENCY is not be liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards.

- b) Where there is loss of, and/or damage to property delivered, or entrusted by the CSC RO VIII to its employees, which equipment or property is outside the administrative control of the AGENCY at the time of said loss or damage, the AGENCY is not liable. In this connection, properties or equipment are considered outside the administrative control of the AGENCY only when the same are brought outside the CSC RO VIII premises or compound by the authorized employees themselves.
- c) For loss of, and/or damage to property resulting from fortuitous events or force majeure;

- 15. For any loss or damage stated under paragraph 13 and 14, the AGENCY shall indemnify the CSC RO VIII for any loss or damage to the property or properties of the latter provided that it has been fully established that the said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the AGENCY shall furnish the CSC RO VIII a Performance Security to guarantee the payment of such claim for damages and those claims arising from the operation of the CONTRACT. It is understood, however, that the liability of the AGENCY shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by the CSC RO VIII;
- 16. The loss or damage to property shall be brought to the attention of the AGENCY by the CSC RO VIII within twenty four (24) hours from its occurrence or discovery and shall be acted upon immediately by the AGENCY;
- 17. Any unusual occurrence in the premises noted by the guard should be reported immediately, in writing by the AGENCY to the CSC RO VIII within twenty four (24) hours from its occurrence;
- 18. The AGENCY shall provide the security guards assigned to the CSC RO VIII, at its own expense, with the necessary serviceable, dependable, firearms and ammunitions, metal detectors, adequate communications equipment. The AGENCY hereby warrants that these are duly licensed and that the guards have the required permits to carry and

	<p>possess the same. The AGENCY shall also provide the CSC RO VIII copies of the result of the drug test and neuro-psychiatric examinations, including police and NBI clearances of each security guards assigned to the CSC RO VIII;</p> <p>19. Training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA).</p> <p>No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of the CSC RO VIII, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of the CSC RO VIII, whether he/she is on-duty or off-duty;</p> <p>20. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the AGENCY shall provide the CSC RO VIII with a contingent of three (3) or more security guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;</p> <p>21. The AGENCY shall monitor/supervise regularly their security guards by assigning a supervisor/personnel (who is not one of the security guards) to check and evaluate the performance of the said security guards at least twice a month and to make a corresponding report to be submitted to the Director IV, through the Chief Human Resource Specialist, Management Services Division of this Office on the first week of the month following the said evaluation;</p> <p>22. The AGENCY shall provide the CSC RO VIII proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the agency's monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment;</p> <p>23. It is agreed that in order to have an assurance that salaries of security guards assigned by the AGENCY are paid on time, the CSC RO VIII shall require the AGENCY to present a certified photocopy of the signed payroll of the security guards assigned to the CSC RO VIII covering the</p>	
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	<p>preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions.</p> <p>24. The AGENCY shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with CSC RO VIII and it shall be understood that the latter will not be held liable for unpaid wages if the AGENCY fails to pay the security guards;</p> <p>25. The AGENCY shall not, during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the CSC RO VIII which the agency may have acquired by reason of its services.</p>	
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I hereby certify to comply with all the above Technical Specifications:

<hr/> Name of Company/Bidder	<hr/> Signature over Printed of Name of Representative	<hr/> Date
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***Section VIII. Checklist of Technical and
Financial Document***

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.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

