

PHILIPPINE BIDDING DOCUMENTS

Procurement of Security Services for Cagayan de Oro, Davao and General Santos BOQ Stations

IB No. PB-2020-03

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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Section I. Invitation to Bid



Republic of the Philippines
Department of Health
BUREAU OF QUARANTINE
Manila



INVITATION TO BID FOR *Procurement of Security Services* for *Cagayan de Oro, Davao, and General Santos BOQ* *Stations*

1. The *Bureau of Quarantine*, through the *National Expenditure Program 2021* intends to apply the sum of *Two Million One Hundred Forty-Nine Thousand Six Hundred Seven Pesos and 16/100 Pesos Only (Php2,149,607.16)* being the ABC to payments under the contract ***Procurement of Security Services for Cagayan de Oro, Davao, and General Santos BOQ Stations*** under IB No. PB-2020-03 Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Bureau of Quarantine*, through the *National Expenditure Program 2021* intends to apply the sum of *Two Million One Hundred Forty-Nine Thousand Six Hundred Seven Pesos and 16/100 Pesos Only (Php2,149,607.16)* for *Procurement of Security Services for Cagayan de Oro, Davao, and General Santos BOQ Stations* under IB No. PB-2020-03 being the ABC to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The *Bureau of Quarantine* now invites bids for the above Procurement Project. Delivery of the Goods is required by *Three (3) years renewable yearly*. Bidders should have completed, within *Three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 the *Bureau of Quarantine* and inspect the Bidding Documents at the address given below during 8:00 AM to 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 25, 2020 to December 15, 2020* from the given address *upon payment of*

the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00). The Procuring Entity shall allow the bidder to preset its proof of payment for the fees in person or through electronic means.

6. The *Bureau of Quarantine* will hold a Pre-Bid Conference¹ on *December 3, 2020* at *1:00PM* at *Director's Office, BOQ Main Building, 25th and A.C Delgado Sts., Port Area Manila* and/or through video conferencing or webcasting via *Webex* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, or online or electronic submission as indicated below, or both on or before *December 15, 2020, 1:00PM*. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *December 15, 2020* at *1:00 PM* the given address below, *Director's Office* or via *Webex*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. For online or electronic submission, the original bid documents must be received by the BAC Secretariat before the issuance of Notice of Award.
11. The *Bureau of Quarantine* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

*BAC Secretariat
Bureau of Quarantine
25th and Delgado Sts., Port Area, Manila
5318-7500 loc. 117, Postal Code 1018
boqbac@gmail.com*

13. You may visit the following websites:

For downloading of Bidding Documents: <http://quarantine.doh.gov.ph/>

CARLOS DELA REYNA JR., MD, MDM
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Bureau of Quarantine* wishes to receive Bids for Procurement of Security Services for Cagayan de Oro, Davao and General Santos BOQ Stations with identification number *PB-2020-03*.

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 National Expenditure Program *FY 2021* in the amount of *Two Million One Hundred Forty-Nine Thousand Six Hundred Seven Pesos and 16/100 Pesos Only (Php2,149,607.16)*.

2.2. The source of funding is:

a. NGA, the National Expenditure Program FY 2021

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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. 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. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. 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 *Director's Office, BOQ Main Building, 25th and A.C Delgado Sts., Port Area Manila* and/or through video conferencing or webcasting *via Webex* 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 Three (3) 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 *[indicate date]*. 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

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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:

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

Bid Data Sheet

ITB Clause									
5.3	For this purpose, contracts similar to the Project shall be: a. Security Services								
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>								
12	The price of the Goods shall be quoted DDP within the Procuring Entity’s country or the applicable International Commercial Terms (INCOTERMS) for this Project.								
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than <i>Forty Two Thousand Nine Hundred Ninety Two and 14/100 (Php42,992.14)</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>One Hundred Seven Thousand Four Hundred Eighty Pesos and 36/100 (107,480.36)</i> if bid security is in Surety Bond.								
19.3	<i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i> <table><tr><th>Lot</th><th>Item</th><th>Qty</th><th>ABC</th></tr><tr><td>1</td><td>Procurement of Security Services for Cagayan de Oro, Davao and General Santos BOQ Stations</td><td>1</td><td>Php 2,149,607.16</td></tr></table>	Lot	Item	Qty	ABC	1	Procurement of Security Services for Cagayan de Oro, Davao and General Santos BOQ Stations	1	Php 2,149,607.16
Lot	Item	Qty	ABC						
1	Procurement of Security Services for Cagayan de Oro, Davao and General Santos BOQ Stations	1	Php 2,149,607.16						
20.2	None								
21.2	None								

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><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></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are:</p> <p>Cagayan de Oro Station- Dr. Logencito P. Oran Davao Station -Dr. Shane M. Ludovice General Santos Station – Dr. Ali M. Agama</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations

	under this Contract; and
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

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.

Lot	Description	Quantity	Total	Delivered, Weeks/Months
1	Procurement of Security Services for Cagayan de Oro, Davao and General Santos BOQ Stations	12 months	12months	<p>Services will start within Thirty (30) calendar days upon receipt of Notice to Proceed</p> <p>Contract duration will be Three (3) years subject to evaluation and renewal yearly</p>
	BOQ Cagayan de Oro Station 3 security guards			
	BOQ Davao Station 3 security guards			
	BOQ General Santos Station 3 security guards			

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	Stability of the Company	
	a.Years of Experience – at least five (5) years in the business	

	b. Liquidity of the Contractor - Ability to pay at least two (2) months all the salaries and wages of the security guards employed from its own funds	
	c. Organizational set-up - with good office set-up, personnel and office tools and equipment. The security agency must submit a company profile confirming the foregoing requirements, including an organizational chart.	
	d. A valid Certificate of Good Standing duly issued by the Philippine Association of Detectives and Protection Agency Operators (PADPAO) Inc.	
2	Resources	
	<p>a. Number and kind of equipment and supplies- with minimum number and kind of equipment and supplies as specified in Security Support Equipment. Communication equipment should be registered in the name of the agency and actually being utilized in their present operation (Communication with base repeater and portable units.)</p> <p>Submit a copy of list of all NTC Licensed Communication Equipment</p>	
	b. Number of Licensed Firearms- Agency shall have a minimum number of licensed and serviceable firearms (caliber 38, or 9mm for hand guns and/or gauge for shotguns).	
	c. Number of Guards- with at least nine (9) Security Guards that are organic to the Contractor.	
3	Security Plan – Detailed Security Plan to be submitted by the Security Agency with its bid proposal and for approval by the BOQ prior to contract implementation.	

4	Other Factors	
	a. Recruitment and selection criteria - documented recruitment process showing selection criteria for new Security Guards	
	b. Completeness of uniforms and other paraphernalia - Pictures of typical male/female Security Guards in uniform with description	

A. DESIRED OBJECTIVES

1. Procurement of Security Services for BOQ Davao Station (3), General Santos Station (3), CDO Station (3) which consists of a total of nine (9) security guards.
2. To provide maximum security to facilities and structures but not limited to its office equipment and other properties within the BOQ with efficient deployment system wherein the required number of guards are sufficient and efficient;
3. Must have an established partnership with the Police authorities in Crime Prevention and control, maintenance of peace and order, liaison management with other peace-keeping units of the Government and others that might have interest with BOQ's various facilities. (*Protocol in Investigation & Reporting must be included in the Security Plan*).

B. SCOPE OF WORK

The services to be performed by the Security Agency shall essentially consist of furnishing licenses and uniformed security guards with communication equipment and other equipment to secure offices, and other physical assets owned by the Bureau of Quarantine and its personnel. These services shall include the provision of equipage/ communication and special protective devices and equipment, as well as the provision of security investigation and supervisory personnel.

C. RECRUITMENT AND SELECTION CRITERIA (To be undertaken by the Service Provider)

The CONTRACTOR shall assign efficient, licensed, uniformed, bonded, and armed security guards to 8 hour shift for 24 hours daily including Saturdays, Sundays, and Holidays. At no time and at no other circumstances shall a guard be allowed to render service continuously more than the prescribed eight (8) hours service at his post. In case the guard assigned to relieve him cannot do so, immediate notice thereof shall be given to the agency but in no case shall continuous shift of the unrelieved security guard shall be allowed for more than twice his regular shift. The CONTRACTOR shall effect regular rotation of guards at least once every quarter, in which case, no guard shall be assigned to the same post continuously for more than one quarter of the life of the Contract. In addition, no security guard shall be allowed to render more than six (6) consecutive days of duty.

Deployment of nine (9) qualified, uniformed, and highly trained Security Guards with the minimum qualifications, to wit:

1. At least high school graduate;

2. Of good moral character and reputation;
3. No criminal or police record;
4. Physically and mentally fit;
5. Not less than 25 nor more than 45 years old;
6. Height of at least 5'4" for male and 5'2" for female;
7. Holder of a valid National Bureau of Investigation clearance which shall be submitted to BOQ prior to engagement;
8. Has undergone formal training on security system and firefighting from government recognized institutions, copy of certificate should be submitted to BOQ prior to engagement;
9. Has undergone psychological and appropriate medical examination including drug test from government recognized institutions, copy of certificate should be submitted to BOQ prior to engagement;
10. For security guards that are newly hired by the CONTRACTOR, a clearance from the former employer of said security guard/s should also be submitted.

D. SECURITY AGENCY QUALIFICATIONS

A. Stability

1. Years of Experience- at least 5 years in the business
2. Organizational Set-up- with good office set-up, personnel and office tools and equipment. The security agency must submit a company profile confirming the foregoing requirements, including an organizational chart.
3. A valid Certificate of Good Standing duly issued by the Philippine Association of Detectives and Protection Agency Operators (PADPAO). Inc.

B. Resources

1. Number and kind of equipment and supplies- with minimum number and kind of equipment and supplies as specified in Security Support Equipment. Communication equipment should be registered in the name of the agency and actually being utilized in their present operation (Communication with base repeater and portable units.)
 - Submit a copy of list of all NTC Licensed Communication Equipment
2. Number of Licensed Firearms- Agency shall have a minimum number of licensed and serviceable firearms (*caliber 38, or 9mm for hand guns and/or gauge for shotguns*).
3. Number of Guards- with at least nine (9) Security Guards that are organic to the Contractor.

C. SECURITY PLAN

To be submitted by the Security Agency with its bid proposal and for approval by the BOQ prior to contract implementation.

D. OBLIGATIONS OF THE SERVICE PROVIDER/SECURITY PERSONNEL

1. Aside from the Security Plan already submitted during the bidding process, the SERVICE PROVIDER shall also submit a detailed Security Plan for the BOQ compound (Davao, General Santos, and CDO Stations) and facilities 2 weeks before actual engagement.
2. The SERVICE PROVIDER shall ensure that all the security guards to be deployed to BOQ have met all the criteria and qualification requirements set by BOQ.
3. The SERVICE PROVIDER shall submit the list of human resource for deployment prior to actual engagement.
4. The SERVICE PROVIDER shall provide additional/ reduce the number of guards or the hours of duty as maybe directed by the BOQ's Finance & Administrative Division through a written notice under the same terms, conditions and rate of compensation set forth in the contract of service.
5. The SERVICE PROVIDER shall notify the Finance & Administrative Division in writing within seven (7) calendar days in all matters pertaining to the rotation, re-assignment, suspension and/or termination and imposition of disciplinary measure to security personnel and/or immediate termination as circumstances warrant.
6. The SERVICE PROVIDER shall act on request for replacement, re-assignment and rotation within forty-eight (48) hours upon receipt of the written notification from the procurement entity and be able to provide a quick response for crowd control during a declared PHEIC.
7. The SERVICE PROVIDER shall ensure that all required equipment and paraphernalia are actually deployed and are found in BOQ Compound (Davao, General Santos & CDO Stations) at all times.
8. The SERVICE PROVIDER shall allow assigned BOQ Personnel to conduct weekly monitoring and to view the CCTV within 5 minutes upon notification of a reported incidents. In addition to this, the SERVICE PROVIDER shall also maintain an efficient data storage, archiving and file management system.
9. The SERVICE PROVIDER shall assume full responsibility for theft, pilferage, damage, loss, robbery, vandalism, arson, trespass or other unlawful acts concerning the properties owned or held in trust for third persons by the BOQ, including death and physical injuries sustained by employees, clients, or third persons security guards, provided that the incident is deemed to be the direct result of the guard's fault, negligence, omission and/or failure to implement security measures and rules and regulations of the BOQ. Provided further, that the SERVICE PROVIDER has been duly informed of the incident

within twenty-four (24) hours from the occurrence of such incident or on the first (1st) working day if such incident occurred during weekends/ holidays. However, the SERVICE PROVIDER shall not assume responsibility where such loss or damage is due to force majeure or fortuitous event, during war, rebellion, revolution, negligence on the part of the personnel/employees with which the guard concerned has no involvement or participation, orders of BOQ which is beyond the scope of this contract, loss/damage to properties which were issued officially to the BOQ's employees for his/her use, care, and safekeeping and the said properties were not duly turned over and/or advised to be given security attention to the detailed guard or to the BOQ unless such loss or damage is proven to be directly attributable to the fault and negligence of the detailed guards or his superior/SERVICE PROVIDER.

After being notified by BOQ that the SERVICE PROVIDER is found liable for the loss, theft, pilferage, vandalism, arson, etc. of BOQ property, the contractor shall immediately pay the BOQ for the amount determined to be the value of the subject property. Failure on the part of the contractor to pay such loss or damage within 15 days from the date of the notice by the BOQ or said agencies shall constrain the BOQ to deduct the amount from the compensation due and payable to the contractor within a period not exceeding 90 days from the date of notice. This is without prejudice to the BOQ's right to recover through any other legal means.

In case of loss, the BOQ shall also have the option to demand payment of the replacement value of the lost article or its replacement with another.

10. The SERVICE PROVIDER shall secure, protect and guard BOQ officers, employees and visitors from assault, harassment, threat and intimidation within the BOQ compound and its immediate surroundings especially when a PHEIC is declared.
11. The SERVICE PROVIDER shall maintain peace and order within the BOQ Premises and shall fulfill other security related tasks that may be assigned by the officers/employee of the BOQ, such as inspection of incoming and outgoing vehicles, bags and packages.
12. The SERVICE PROVIDER shall prevent vandalism in the form of graffiti, paintings, stickers on BOQ fences and walls of structures, and failing to prevent the same, remove such graffiti, painting, sticker and the like and restore the fence or wall to its original form at its own expense with or without notice from BOQ;
13. Should any act prejudicial to the interest of the BOQ be committed in the latter's premises; it shall be the duty of the SERVICE PROVIDER to promptly make the corresponding investigation and report thereof to the proper authorities and to the BOQ. In case the BOQ desires to effect the

prosecution of any illegal act committed against it, it shall be the duty of the SERVICE PROVIDER to extend full cooperation therein including documentation and witness duty, all such services to be without any additional charges to the BOQ.

14. The SERVICE PROVIDER shall ensure compliance with feedback requirement where the CONTRACTOR shall promptly inform the BOQ and the concerned agency on the action taken on the complaint/grievance filed by the BOQ or its personnel.
15. The SERVICE PROVIDER shall furnish BOQ a certification that the former has paid all the SSS, Medicare, Philhealth and PAG-IBIG remittances of its security guards. Failure to comply with requirements and certification shall be enough ground for BOQ to pre-terminate its contractual services with the contractor.
16. The SERVICE PROVIDER in coordination with BOQ, shall conduct a periodic emergency drills that simulate the onset of an earthquake or an outbreak of fire.
17. The SERVICE PROVIDER shall conduct a Quarterly Evaluation of its security guard and provide the BOQ a copy of the result thereof.

The Service Provider shall also:

1. Provide the following tools and equipment subject to random inspection by the authorized BOQ official/representative.

SECURITY SUPPORT EQUIPMENT (Minimum Requirements)

PARTICULARS	MINIMUM REQUIREMENTS
CCTV Cameras	Davao (16 units), CDO (4 units), Gen San (4 units)
Firearms (licensed) (if applicable)	Davao (1 unit), CDO (1 unit), Gen San (1 unit)
CCTV LCD Monitor	Davao (1 unit), CDO (1 unit), Gen San (1 unit)
Cellphone or 2-way radio units	Davao (2 units), CDO (2 units), Gen San (2 units)
Standard LED Flashlight (<i>with back-up batteries</i>)	9 units/ one (1) unit per security guard on duty
Metal Detectors (hand held)	Davao (1 unit), CDO (1 unit), Gen San (1 unit)
Emergency Kit	Davao (1 unit), CDO (1 unit), Gen San (1 unit)
Car Inspection Mirrors	Davao (1 unit), CDO (1 unit), Gen San (1 unit)
Fire Coat	Davao (1 unit), CDO (1 unit), Gen San (1 unit)
Fire Boots	Davao (1 pair), CDO (1 pair), Gen San (1 pair)
Vault for Depository of Firearms	Davao (1 unit), CDO (1 unit), Gen San (1 unit)
Umbrellas (big)	Davao (1 unit), CDO (1 unit), Gen San (1 unit)

Specifications:

- **Metal Detectors (handheld)**
 - **Alarm Mode** - Sound & Vibration
 - **Battery Type** - Rechargeable
 - **Range** - 90 mm
 - **Operating Current** - < 50mA
- **Umbrellas**
 - size (large)
 - Made of polyester, plastic, nylon and steel
- **CCTV**
 - **4 CHANNELS**

ANALOG HIGH DEFINITION Outdoor White All Weather at least 1080p (with bracket)	Outdoor AHD at least 4.0 MP Camera, at least 24 LEDs at least 3.6mm with night vision/ IR Array IR Distance : 15-25m, Metal Casing
ANALOG HIGH DEFINITION Indoor White at least 1080p (with bracket)	Indoor AHD least 4.0 MP Camera, at least 36LEDs at least 3.6 mm with night vision/ IR Array IR Distance: 15-25m max, Metal Casing
RECORDER AHD- DVR at least 1080p	4 CHN AHD Network Recorder DI Series H. 264 DVR Recording playback 4CHN Video Output, 1pc SATA HDD with at least 1TB Hard disk for recording (good for 7-10 days)
POWER SUPPLY	10am Centralized Power Supply
WIRE	Siamese Wire or Cat5e
HDMI	1.5 meter
TV Monitor	TV Monitor exactly 21 “ with bracket

8 CHANNELS

ANALOG HIGH DEFINITION (Outdoor)	Outdoor AHD at least 4.0 MP Camera, at least 24 LEDs, at least 3.6mm with night vision/ IR Array IR Distance 15-25m max Metal Casing Including bracket
ANALOG HIGH DEFINITION (Indoor)	Indoor AHD at least 4.0 MP Camera, at least 36 LEDs, at least 3.6mm with night vision/ IR Array IR Distance 15-25m max Metal Casing
RECORDER DVR	8 Channels AHD at least 1080p network recorder D1 series H. 264 DVR, recording, playback, network 4ch video output, 1 pc SATA HDD with at least 1Tb Hard disk for playback/ recording (good for 7-10 days)
POWER SUPPLY	Centralized power supply 20A/12V

WIRE	Siamese Wire or CAT 5e Wire
TV Monitor	Exactly 21" Digital TV Monitor with bracket

- **2 way radio**

- CB Radio with Lithium Battery and Charger (UHV/VHF)
- Full keypad that provides easy accessibility to change channels or place a selective call (DTMF signaling).
- Built-in simple voice scrambling
- Built-in DTMF signaling
- VOX ready for hands-free communication
- Multi-channel capability- at least 99 channels
- User programmable feature
- Lion battery provides up to 11 hours of battery life
- With programmable buttons
- Talkaround capability
- Rapid-rate drop-in-charging-charges standard capacity batteries in less than 3 hours with included drop-in charger
- High power= 5 watt (VHF/ 4 watt (UHF)- adjustable power levels to help extend battery life
- Compliant with NTC requirements

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (e) 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**
- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) 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

- ☐ (j) 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**

- ☐ (k) 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

- ☐ (l) 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

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

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

- ☐ (o) *[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.
- ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

