



REPUBLIC OF THE PHILIPPINES
PHILIPPINE STATISTICS AUTHORITY



**PHILIPPINE STATISTICS AUTHORITY
REGIONAL STATISTICAL SERVICES OFFICE XIII**

**PHILIPPINE BIDDING
DOCUMENTS**

**FOR THE PROCUREMENT OF SECURITY SERVICES FOR
PSA-REGIONAL STATISTICAL SERVICES OFFICE (RSSO) XIII,
PSA-SURIGAO DEL NORTE, AND PSA-SURIGAO DEL SUR
FOR THE PERIOD JANUARY 1, 2024 TO DECEMBER 31, 2024**

**October 2023
Butuan City**

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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 CircularNo. 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



**INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICES FOR
PSA-REGIONAL STATISTICAL SERVICES OFFICE (RSSO) XIII, PSA-SURIGAO
DEL NORTE, AND PSA-SURIGAO DEL SUR FOR THE PERIOD JANUARY 1, 2024
TO DECEMBER 31, 2024**

1. The Philippine Statistics Authority – Regional Statistical Services Office XIII (PSA - RSSO XIII), through the 2024 General Appropriation (General Fund) and based on the 2024 National Expenditure Program (NEP) intends to apply the sum of **Nine Hundred Ninety-One Thousand Five Hundred Forty-Five Pesos and Seventy-Six Centavos Only (P991,545.76)** for **Lot 1: Security Services for PSA-RSSO XIII**; the sum of **Seven Hundred Fifty-Eight Thousand Seven Hundred Twenty-Seven Pesos and Twelve Centavos Only (P758,727.12)** for **Lot 2: Security Services for PSA-Surigao del Norte**, and the sum of **Seven Hundred Fifty-Eight Thousand Seven Hundred Twenty-Seven Pesos and Twelve Centavos Only (P758,727.12)** for **Lot 3: Security Services for PSA-Surigao del Sur** being the Approved Budget for the Contract (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 PSA - RSSO XIII now invites bids for **Procurement of Security Services of PSA-RSSO XIII, PSA-Surigao del Norte and PSA-Surigao del Sur**. Delivery of the Goods is required starting **January 1, 2024 to December 31, 2024**. Bidders should have completed, within the last three 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 PSA - RSSO XIII and inspect the Bidding Documents at the address given below during office hours from 8:00 A.M. to 5:00 P.M.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 5, 2023 to November 3, 2023** from the given address and at the provided website(s) and upon payment of a non-refundable fee in the amount of:

Lot Number	Amount
Lot 1	₱1, 000.00
Lot 2	₱1, 000.00
Lot 3	₱1, 000.00
Total	₱3, 000.00

The method of payment will be in cash or cheque payable to PSA.

6. The PSA – RSSO XIII will hold a Pre-Bid Conference on **October 16, 2023, 9:00 AM** at PSA - RSSO XIII Training Room, Freeman Bldg., J.C. Aquino Avenue, Bgy. Imadejas, Butuan City and/or through video conferencing or webcasting with the following meeting details:

Meeting link:

<https://meet.google.com/fnd-ygri-fzo>

Or open Meet and enter this code: fnd-ygri-fzo

The Pre-Bid Conference shall be open to prospective bidders.

7. Bids must be duly received by the RBAC Secretariat through manual submission (printed copies) at the office address indicated below on or before **November 3, 2023, 9:00 AM (Philippine Standard Time)**. 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, as follows;

LOT 1:

- **₱19,830.92 (2% of ABC)**, if bid security is in cash, cashier's/manager's check, issued by a universal or commercial bank;
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
- **₱49,577.29 (5% of ABC)**, if bid security is in Surety Bond; or
- Bid Securing Declaration (notarized) Pursuant to GPPB Resolution No. 3-2012. Please see BID FORMS on pages 51-63 of the Bidding documents.

LOT 2:

- **₱15,174.54 (2% of ABC)**, if bid security is in cash, cashier's/manager's check, issued by a universal or commercial bank;
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
- **₱37,936.36 (5% of ABC)**, if bid security is in Surety Bond; or
- Bid Securing Declaration (notarized) Pursuant to GPPB Resolution No. 3-2012. Please see BID FORMS on pages 51-63 of the Bidding documents.

LOT 3

- **₱15,174.54 (2% of ABC)**, if bid security is in cash, cashier's/manager's check, issued by a universal or commercial bank;
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.
- **₱37,936.36 (5% of ABC)**, if bid security is in Surety Bond; or
- Bid Securing Declaration (notarized) Pursuant to GPPB Resolution No. 3-2012. Please see BID FORMS on pages 51-63 of the Bidding documents.

9. Bid opening shall be on **November 3, 2023 at 10:30 AM** at the PSA – RSSO XIII Training Room, Freeman Bldg., J.C. Aquino Avenue, Bgy. Imadejas, Butuan City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. All Bids shall be addressed to:

BERNADETH I. BONACHITA
RBAC Chairperson
Philippine Statistics Authority
Regional Statistical Services Office XIII
Freeman Building, J.C. Aquino Ave, Butuan City

11. The PSA – RSSO XIII 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:

KENNETH D. DALUBATAN
RBAC Secretariat
Philippine Statistics Authority
Regional Statistical Services Office XIII
Freeman Building, J.C. Aquino Ave, Butuan City
Email Address: rssorbac13@gmail.com
Tel. No. (085) 225-5219
Website: <https://rssocaraga.psa.gov.ph> and/or
<https://procurement.psa.gov.ph>

13. You may visit the following websites:

For downloading of Bidding Documents: <https://rssocaraga.psa.gov.ph> and/or
<https://procurement.psa.gov.ph>

October 4, 2023

BERNADETH I. BONACHITA
RBAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Statistics Authority – Regional Statistical Services Office XIII (PSA - RSSO XIII)** wishes to receive Bids for the **Procurement of Security Services of PSA-RSSO XIII, PSA- Surigao del Norte and PSA-Surigao del Sur**, with identification number **2024-02**.

The Procurement Project (referred to herein as “Project”) is composed of **three (3) lots**, 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 **2024 General Appropriation (General Fund)** in the amount of **Two Million Five Hundred Nine Thousand Pesos Only (P2,509,000.00)** with the following breakdown:

Lot 1: Nine Hundred Ninety-One Thousand Five Hundred Forty-Five Pesos and Seventy-Six Centavos Only (P991,545.76)

Lot 2: Seven Hundred Fifty-Eight Thousand Seven Hundred Twenty-Seven Pesos and Twelve Centavos Only (P758,727.12)

Lot 3: Seven Hundred Fifty-Eight Thousand Seven Hundred Twenty-Seven Pesos and Twelve Centavos Only (P758,727.12)

2.2. The source of funding is:

NGA, the National Expenditure Program.

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:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received

by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within the last three years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the RBAC 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 the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **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:

Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 January 15, 2024. 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 RBAC 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 RBAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the RBAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Supply of security services to an office or agency for a period of 12 months. 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.
12	<p>The price of the Security Services are as follows:</p> <p><u>Lot 1: Security Services for PSA-RSSO XIII</u></p> <p>Nine Hundred Ninety-One Thousand Five Hundred Forty-Five Pesos and Seventy-Six Centavos Only (P991,545.76)</p> <p><u>Lot 2: Security Services for PSA Surigao del Norte</u></p> <p>Seven Hundred Fifty-Eight Thousand Seven Hundred Twenty-Seven Pesos and Twelve Centavos Only (P758,727.12)</p> <p><u>Lot 3: Security Services for PSA Surigao del Sur</u></p> <p>Seven Hundred Fifty-Eight Thousand Seven Hundred Twenty-Seven Pesos and Twelve Centavos Only (P758,727.12)</p> <p>The name of the Project is: <i>Procurement of Security Services of PSA-RSSO XIII, PSA-Surigao del Norte, and PSA-Surigao del Sur.</i></p>
14.1	<p>The bid security shall be in the following amount or forms:</p> <p><u>Lot 1:</u></p> <ol style="list-style-type: none"> 1. ₱19,830.92 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. ₱49,577.29 (5% of ABC) if bid security is in Surety Bond; or 3. Bid Securing Declaration (notarized) which is an undertaking by a prospective bidder, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein. (Pursuant to GPPB Resolution No. 3-2012.) (Please see Bid Securing Declaration Form, page 58.) <p><u>Lot 2:</u></p> <ol style="list-style-type: none"> 1. ₱15,174.54 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;

	<p>2. ₱37,936.36 (5% of ABC) if bid security is in Surety Bond; or</p> <p>3. Bid Securing Declaration (notarized) which is an undertaking by a prospective bidder, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein. (Pursuant to GPPB Resolution No. 3-2012.) (Please see Bid Securing Declaration Form, page 58.)</p> <p>Lot 3:</p> <p>1. ₱15,174.54 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>2. ₱37,936.36 (5% of ABC) if bid security is in Surety Bond; or</p> <p>3. Bid Securing Declaration (notarized) which is an undertaking by a prospective bidder, committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein. (Pursuant to GPPB Resolution No. 3-2012.) (Please see Bid Securing Declaration Form, page 58.)</p>
19.3	<p>The lot(s) and reference are:</p> <p>Lot 1: Twelve months supply security services for seven (7) days work at the PSA-RSSO XIII, rendering at least eight (8) hours duty daily, including Saturdays, Sundays, and holidays with breakdown as follows: Item 1 : Three (3) licensed security guards on an eight-hour shift during Mondays to Sundays Item 2: One (1) licensed security guard with the following shift: Mondays- 6am to 6pm; Tuesdays to Fridays - 6 am to 5pm</p> <p>ABC: Nine Hundred Ninety-One Thousand Five Hundred Forty-Five Pesos and Seventy-Six Centavos Only (P991,545.76)</p> <p>Lot 2: Twelve months supply of security services rendering at least eight (8) hours duty daily, including Saturdays, Sundays, and holidays at PSA Surigao del Norte with breakdown as follows: Item 1: Three (3) licensed security guards on an eight-hour shift during Mondays to Sundays</p> <p>ABC: Seven Hundred Fifty-Eight Thousand Seven Hundred Twenty-Seven Pesos and Twelve Centavos Only (P758,727.12)</p> <p>Lot 3: Twelve months supply of security services for seven (7) days work at the PSA-Surigao del Sur, rendering at least eight (8) hours duty daily, including Saturdays, Sundays, and holidays with breakdown as follows: Item 1: Three (3) licensed security guards on an eight-hour shift during Mondays to Sundays</p>

	<p>ABC: Seven Hundred Fifty-Eight Thousand Seven Hundred Twenty-Seven Pesos and Twelve Centavos Only (P758,727.12)</p>
<p>20.2</p>	<p>For post qualification, Bidders must submit the following additional requirements:</p> <ol style="list-style-type: none"> 1. BIR Registration Certification with T.I.N. 2. Income Tax Return (Form 1701 or 1702) for 2022 3. Quarterly VAT Returns of the past 4 quarters for VAT Registered (2550Q) (for the quarters ending, September 2023, June 2023, March 2023, December 2022) 4. For corporation, Updated General Information Sheet, Certified True Copy from SEC and Certification Filing Information from SEC or DTI Certificate of Registration for Partnership or Sole Proprietorship 5. Current year Business Permit 6. Latest Tax Clearance 7. 2022 Audited Financial Statements
<p>21.2</p>	<p>List of additional certificates, clearances and other requirements relevant to the Project which are required to be submitted upon post-qualification:</p> <ol style="list-style-type: none"> 1) Registration Certificate and Certificate of Good Standing from Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO); 2) Valid License to Operate Security Agency issued by PNP-SOSIA; 3) Clearance/Certificate of compliance with the statutory obligations from the regional offices of the National Labor Relations Commission (NLRC) and the Department of Labor and Employment (DOLE) where the main office of the Security Agency is based covering the period of at least one (1) year preceding the deadline for submission of bids. If in the event there are pending or adverse decisions relative to the preceding paragraph, a list of the cases and copies of the adverse decisions will be submitted. 4) Clearance/Certificate of remittance and compliance with statutory obligation from the SSS Regional Office where the main office of the Security Agency is based; 5) Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PAG-IBIG; 6) Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PHILHEALTH; 7) Organization and Manning Record of the Security Agency; 8) Organizational Chart of the Security Agency;

	<p>9) List of Key Officials of the Security Agency with at least one official with a title of Certified Security Professional</p> <p>10) List of Owned Firearms which are intended to be assigned with the PSA-RSSO XIII, PSA-Surigao del Norte and/or PSA-Surigao del Sur by the Security Agency with attached proof of ownership and/or permits and licenses; and</p> <p>Security Survey Report of PSA-RSSO XIII, PSA-Surigao del Norte and/or PSA-Surigao del Sur and compound;</p>
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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 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>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: <i>PHILIPPINE STATISTICS AUTHORITY-RSSO XIII (LOT 1), PSA-SURIGAO DEL NORTE (LOT 2), and PSA-SURIGAO DEL SUR (LOT 3)</i>, 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>
	<ol style="list-style-type: none"> 1. In view of the manpower requirements, the AGENCY shall provide the PSA- RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR with a copy of the individual personnel profiles of the security guards to be assigned in the PSA-RSSO XIII, PSA SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR together with their technical qualifications and certificates of training after the receipt of the Notice of Award and Deployment Order. 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR before assumption of work of the said security guard. 2. The number of guards may be increased or decreased as the need arises upon mutual agreement by the PHILIPPINE STATISTICS AUTHORITY-RSSO XIII and AGENCY; 3. Should the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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 PHILIPPINE STATISTICS AUTHORITY-RSSO XIII; 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 continuously serve more than twelve (12) hours of duty in a day;

5. The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance is/are found unsatisfactory, as observed by and upon notice or advice by the PSA-RSSO XIII, PSA- SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR;
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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR;
7. There shall be no employer-employee relationship between the PHILIPPINE STATISTICS AUTHORITY- RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR and the Security Guards;
8. The PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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, DOLE Department Order 150-16 Series of 2016, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;
12. The AGENCY shall protect the PHILIPPINE STATISTICS AUTHORITY- RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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 agreement for other laws, or as a result of this contract;
13. The AGENCY shall be liable to the PSA-RSSO XIII, PSA -SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR for any loss or damage that may be incurred upon the latter's equipment vehicle, 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) For loss of, and/or damage to property delivered, or entrusted by the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR for any loss or damage to the property or properties of the latter provided 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR.

16. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the AGENCY to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR within forty-eight (48) hours from its occurrence;

17. The loss or damage to property shall be brought to the attention of the AGENCY by the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the AGENCY;

18. The AGENCY shall provide the security guards assigned to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR;

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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR with a contingent of one (1) or more security guards on reserve duty to augment and reinforce the security force threat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;
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 Chief Administrative Officer of PSA-RSSO XIII, Chief Statistical Specialist of PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, on the first week of the month following the said evaluation;
22. The AGENCY shall provide the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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. Failure to provide proof of the same may cause the delay of the processing of the payment;
23. It is agreed that in order to have an assurance that salaries of security guards assigned by the AGENCY were paid on time, the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, requires the AGENCY to present a certified photocopy of the signed payroll of the security guards assigned to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, 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.
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 the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR and its shall be understood that the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR will not be held liable for unpaid wages if the AGENCY fails to pay the security guards;
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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR which the AGENCY may have acquired by reason of its services.

2.2	Payment using Letter of Credit (LC) is not allowed.
4	The inspections and tests that will be conducted are: The minimum security equipment required as stated in the Section VI. Schedule of Requirements of this bidding document shall be inspected upon assumption of duty by the winning bidder and at any time during the contract period.

Section VI. Schedule of Requirements

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

Description	Quantity	Unit of Measure	Delivered, Weeks/Months
<p>Twelve months supply of Security Services at the PSA RSSO XIII, PSA-Surigao del Norte, and PSA-Surigao del Sur for seven (7) days work per week, rendering at least eight (8) hours daily duty, including Saturdays, Sundays, and holidays.</p> <p>Breakdown as follows:</p> <p>Lot 1: Three (3) licensed security guards on an eight-hour shift during Mondays to Sundays and one (1) licensed security guard with the following shift: Mondays-6am to 6pm; Tuesdays to Fridays – 6am to 5pm for PSA-RSSO XIII</p> <p>Lot 2: Three (3) licensed security guards on an eight-hour shift during Mondays to Sundays for PSA-Surigao del Norte</p> <p>Lot 3: Three (3) licensed security guards on an eight-hour shift during Mondays to Sundays for PSA-Surigao del Sur</p>	3	Lot	<p>Shall not exceed one (1) day from the exact time specified in the Notice to Proceed. <u>Effectivity of contract shall be from January 1, 2024 to December 31, 2024.</u></p>
<p>A. MINIMUM REQUIREMENTS</p> <p>➤ General Requirements</p> <ol style="list-style-type: none"> 1) Must be licensed Security Guard; 2) Physically and mentally fit; 3) No derogatory record; 4) No double posting of guard. 5) The Security Agency must have at least one (1) key personnel with a title of Certified Security Professional; 6) Must submit a Security Survey of PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA- SURIGAO DEL SUR and compound and the corresponding report; <p>➤ Additional Minimum Requirements: Security Equipment</p> <ol style="list-style-type: none"> 1) Standard firearm to be issued to guards (at least .38 calibre pistol) as follows: 			

- a) two (2) firearms to for PSA RSSO XIII;
- b) one (1) firearm for PSA Surigao del Norte; and
- c) one (1) firearm for PSA Surigao del Sur;
- 2) Provide umbrella and raincoats to Guards:
 - a) four (4) pieces for PSA RSSO XIII;
 - b) three (3) pieces for PSA Surigao del Norte; and
 - c) three (3) pieces for PSA Surigao del Sur;
- 3) Provide one (1) big functional flashlights with batteries to all guards-on-duty each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur;
- 4) Provide mobile phones for communication purposes:
 - a) four (4) mobile phones which will be registered at PSA RSSO XIII CRASD;
 - b) three (3) mobile phones which will be registered at PSA Surigao del Norte; and
 - c) three (3) mobile phones which will be registered at PSA Surigao del Sur
- 5) Provide one (1) functional metal detectors with batteries each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur;
- 6) Provide two (2) inspection sticks each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur;
- 7) Provide first aid kits* to all guards-on-duty each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur;
- 8) Provide one (1) firearm box with lock each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur;
- 9) Provide one (1) Megaphone each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur; and
- 10) Provide whistles:
 - a) four (4) pieces for PSA RSSO XIII;
 - b) three (3) pieces for PSA Surigao del Norte; and
 - c) three (3) pieces for PSA Surigao del Sur

*** *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. Gauze Pad, 2x2
- 5) 1 pc. Povidone Iodine;
- 6) 4 pcs. Alcohol Pad;
- 7) 1 pack Cotton Buds;
- 8) 1 pack Antiseptic Cleansing Wipes;
- 9) 1 bot. Ammonia, 15 ml.

B. SCOPE OF WORK

- **PROVISION OF SECURITY SERVICES FOR TWELVE MONTHS FROM JANUARY 1, 2024 TO DECEMBER 31, 2024 ON LOT 1: SECURITY SERVICES OF PSA-RSSO XIII; LOT 2: SECURITY SERVICES OF PSA-**

SURIGAO DEL NORTE; and LOT 3: SECURITY SERVICES OF PSA-SURIGAO DEL SUR.

1. The AGENCY agrees to provide the security guards for the protection and security of the rights and interest, office buildings, furniture, equipment and other facilities of the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR while in the discharge of their official duties and responsibilities. The security guards posted shall maintain duly verified daily time records using the electric time recorder of the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, which shall support the claim for payment of services rendered;
2. Security guards shall record all incoming and outgoing official equipment, supplies, materials, and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Chief Administrative Officer of PSA-RSSO XIII and Chief Statistical Specialists of PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR within twenty-four (24) hours if any property belonging to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR shall be brought without duly approved gate pass;
3. Security guards shall record all incoming and outgoing vehicles in their logbook;
4. Security guards 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR visitor's ID;
5. Security guards shall record all trips of service vehicles and file one copy of each duly approved trip ticket; and
6. Security guards shall enforce and obey all orders/instructions/memoranda issued by the Chief Administrative Officer and Chief Statistical Specialist in behalf of the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR respectively which are relevant to their functions.

Section VII. Technical Specifications

Technical Specifications

Note: Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification.

Specification	Statement of Compliance
<p>Twelve months supply of Security Services at the PSA RSSO XIII, PSA-Surigao del Norte and/or PSA-Surigao del Sur for seven (7) days work per week, rendering at least eight (8) hours daily duty, including Saturdays, Sundays, and holidays.</p> <p>Breakdown as follows:</p> <p>Lot 1: Three (3) licensed security guards on an eight-hour shift during Mondays to Sundays and one (1) licensed security guard with the following shift: Mondays- 6am to 6pm; Tuesdays to Fridays – 6am to 5pm for PSA-RSSO XIII</p> <p>Lot 2: Three (3) licensed security guards on an eight-hour shift during Mondays to Sundays for PSA-Surigao del Norte</p> <p>Lot 3: Three (3) licensed security guards on an eight-hour shift during Mondays to Sundays for PSA-Surigao del Sur</p>	
<p>C. MINIMUM REQUIREMENTS</p> <p>➤ General Requirements</p> <ol style="list-style-type: none"> 1) Must be licensed Security Guard; 2) Physically and mentally fit; 3) No derogatory record; 4) No double posting of guard. 5) The Security Agency must have at least one (1) key personnel with a title of Certified Security Professional; 6) Must submit a Security Survey of PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA- SURIGAO DEL SUR and compound and the corresponding report; <p>➤ Additional Minimum Requirements: Security Equipment</p> <ol style="list-style-type: none"> 1) Standard firearm to be issued to guards (at least .38 calibre follows: <ol style="list-style-type: none"> a) two (2) firearms to for PSA RSSO XIII; b) one (1) firearm for PSA Surigao del Norte; and c) one (1) firearm for PSA Surigao del Sur; 2) Provide umbrella and raincoats to Guards: <ol style="list-style-type: none"> a) four (4) pieces umbrella and raincoats for PSA RSSO XIII; 	

- b) three (3) pieces umbrella and raincoats for PSA Surigao del Norte; and
- c) three (3) pieces umbrella and raincoats for PSA Surigao del Sur;
- 3) Provide one (1) big functional flashlights with batteries to all guards-on-duty each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur;
- 4) Provide mobile phones for communication purposes:
 - a) four (4) mobile phones which will be registered at PSA RSSO XIII CRASD;
 - b) three (3) mobile phones which will be registered at PSA Surigao del Norte; and
 - c) three (3) mobile phones which will be registered at PSA Surigao del Sur
- 5) Provide one (1) functional metal detectors with batteries each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur;
- 6) Provide two (2) inspection sticks each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur;
- 7) Provide first aid kits* to all guards-on-duty each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur;
- 8) Provide one (1) firearm box with lock each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur;
- 9) Provide one (1) Megaphone each for PSA RSSO XIII, PSA Surigao del Norte and PSA Surigao del Sur; and
- 10) Provide whistles:
 - a) four (4) pieces for PSA RSSO XIII;
 - b) three (3) pieces for PSA Surigao del Norte; and
 - c) three (3) pieces for PSA Surigao del Sur

A. TERMS OF THE CONTRACT

- **PROVISION OF SECURITY SERVICES FOR TWELVE MONTHS FROM JANUARY 1, 2024 TO DECEMBER 31, 2024 ON LOT 1: SECURITY SERVICES OF PSA-RSSO XIII; LOT 2: SECURITY SERVICES OF PSA-SURIGAO DEL NORTE; AND LOT 3: SECURITY SERVICES OF PSA-SURIGAO DEL SUR**

1. The AGENCY agrees to provide the security guards for the protection and security of the rights and interest, office buildings, furniture, equipment and other facilities of the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE,

and PSA-SURIGAO DEL SUR while in the discharge of their official duties and responsibilities. The security guards posted shall maintain duly verified daily time records using the electric time recorder of the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, which shall support the claim for payment of services rendered;

Security guards shall record all incoming and outgoing official equipment, supplies, materials, and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Chief Administrative Officer of PSA-RSSO XIII and Chief Statistical Specialists of PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR within twenty-four (24) hours if any property belonging to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR shall be brought without duly approved gate pass;

2. Security guards shall record all incoming and outgoing vehicles in their logbook;
3. Security guards 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR visitor's ID;
4. Security guards shall record all trips of service vehicles and file one copy of each duly approved trip ticket; and
5. Security guards shall enforce and obey all orders/instructions/memoranda issued by the Chief Administrative Officer and Chief Statistical Specialist in behalf of the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, which are relevant to their functions.

B. ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT OF SECURITY SERVICES:

1. In view of the manpower requirements, the AGENCY shall provide the PSA-RSSO XIII, PSA- SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR with a copy of the individual personnel profiles of the security guards to be assigned in the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR together with their technical qualifications and certificates of training after the receipt of the Notice of Award and Deployment Order. 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR before assumption of work of the said security guard.

2. The number of guards may be increased or decreased as the need arises upon mutual agreement by the PHILIPPINE STATISTICS AUTHORITY- RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR and AGENCY;
3. Should the PSA-RSSO XIII, PSA-SURIGAO NORTE, and PSA-SURIGAO DEL SUR 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 PHILIPPINE STATISTICS AUTHORITY- RSSO XIII;
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 continuously serve more than twelve (12) hours of duty in a day;
5. The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance is/are found unsatisfactory, as observed by and upon notice or advice by the PSA-RSSO XIII, PSA-SURIGAO NORTE, and PSA-SURIGAO DEL SUR;
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 PSA-RSSO XIII, PSA-SURIGAO NORTE, and PSA-SURIGAO DEL SUR;
7. There shall be no employer-employee relationship between the PHILIPPINE STATISTICS AUTHORITY- RSSO XIII and the Security Guards;
8. The PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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, DOLE Department

Order 150-16 Series of 2016, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;

12. The AGENCY shall protect the PHILIPPINE STATISTICS AUTHORITY- RSSO XIII 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 agreement for other laws, or as a result of this contract;

13. The AGENCY shall be liable to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR for any loss or damage that may be incurred upon the latter's equipment vehicle, 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) For loss of, and/or damage to property delivered, or entrusted by the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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 PSA-RSSO XIII, PSA-SURIGAO NORTE, and PSA-SURIGAO DEL SUR 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR for any loss or damage to the property or properties of the latter provided 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR.

16. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the AGENCY to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR within forty-eight (48) hours from its occurrence;
17. The loss or damage to property shall be brought to the attention of the AGENCY by the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the AGENCY;
18. The AGENCY shall provide the security guards assigned to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR;
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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, 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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR with a contingent of one (1) or more security guards on reserve duty to augment and reinforce the security force threat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;

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 Chief Administrative Officer of PSA-RSSO XIII and Chief Statistical Specialists of PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, on the first week of the month following the said evaluation;
22. The AGENCY shall provide the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR 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. Failure to provide proof of the same may cause the delay of the processing of the payment;
23. It is agreed that in order to have an assurance that salaries of security guards assigned by the AGENCY were paid on time, the PSA-RSSO XIII, the PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, requires the AGENCY to present a certified photocopy of the signed payroll of the security guards assigned to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR, 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.
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 the PHILIPPINE STATISTICS AUTHORITY-RSSO XIII and its shall be understood that the PHILIPPINE STATISTICS AUTHORITY-RSSO XIII will not be held liable for unpaid wages if the AGENCY fails to pay the security guards;
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 PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR which the AGENCY may have acquired by reason of its services.

C. ADDITIONAL SET OF TECHNICAL PARAMETERS

I. PERFORMANCE CRITERIA

The bidder shall comply with the following performance criteria:

- (a) Quality of Service delivered;
- (b) Time Management;
- (c) Management and suitability of personnel;
- (d) Contract administration and management;
- (e) Provisions of monthly accomplishment report and incident report as the need arises;
- (f) Attentiveness and presence of mind of guards on duty; and
- (g) Compliance with Office policies/guidelines

II. TECHNICAL EVALUATIONS PARAMETERS (supported by Company Profile)

1. Stability

- (a) Years of experience: At least five (5) years in frontline security service
- (b) Liquidity of the Contractor: At least P500,000.00 (Current Assets minus stocks minus current liabilities based on Audited and BIR received Statement of Financial Position as of December 31, 2022; and latest Statement of Financial Position as of December 31, 2022;
- (c) Organizational Set-up: with good office set-up, personnel, and office tools and equipment

2. Resources

- (a) Number and kind of Equipment and Supplies: with the minimum number and kind of equipment and supplies as specified in Section VI. Schedule of Requirements
- (b) Number of Licensed Guards: At least 20 security guards-qualified, licensed, bonded, uniformed, highly trained and armed security guards
- (c) Supervisors: with at least two (2) supervisors

3. Security Plan

Tailored fit for PSA-RSSO XIII, PSA- SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR with the minimum requirements below. Statement/enumerate the specific methodology to execute the plan.

4. Other Factors

- a. Recruitment and Selection Criteria: training conducted for the Security Guards before deployment, educational and age requirements, among others, as such:
 - i. Not less than 22 but not more than 55 years of age;
 - ii. With at least five (5) relevant trainings relative to frontline services;
 - iii. Physically and mentally fit;
 - iv. With clearance from NBI and PNP;

- v. Recent Drug Test Result; and
- vi. Latest Neuro-psychiatric Examination Result.

- b. Completeness of Uniform and other Paraphernalia as prescribed under RA No. 5487 and its IRR;
- c. Proof of paid remittances for the following government agencies: SSS, PHIC and HDMF in the form of a certification issued by the said agencies;
- d. Copies of the licenses, results of neuropsychiatric examination, training certificates and other requirements of the guards shall be furnished to PSA-RSSO XIII, PSA- SURIGAO DEL SUR, and PSA-SURIGAO DEL NORTE;

III. SECURITY PLAN

A. SECURITY OF HUMAN RESOURCES

A.1 PSA OFFICIALS and VIP GUESTS

- 1. Provide close-in security as may be required
- 2. Exercise courtesy and tact at all times
- 3. Provide security assistance as may be required/instructed

A.2 PSA EMPLOYEES

- 1. Monitor/render weekly report in the strict implementation of “No ID/No uniform entry rule”
- 2. Monitor/search for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of employees
- 3. Check big bags/plastic bags/boxes going in and out of the office for security purposes
- 4. Prevent/detect any form of breach of PSA rules and regulations and if possible report or cause the arrest of the perpetrator/s
- 5. Implement strictly the “No entry” to security/restricted areas without proper authorization/clearance
- 6. Exercise tact and courtesy at all times
- 7. Assist employees as requested
- 8. Maintain logbook for personnel and property/equipment movements
- 9. No entry and stay in office after office hours including Saturdays, Sundays and Legal Holidays unless authorized
- 10. Full concentration on security work. Avoid chatting to employees, texting while on duty

A.3 PSA GUESTS/ VISITORS

- 1. Implement strictly the “No ID No Entry rule”
- 2. Check big bags/ plastic bags/boxes for security purposes
- 3. Monitor/search for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of visitors

4. Prevent/detect any form of breach of PSA rules and regulations and if possible report or cause the arrest of the perpetrator/s
5. Prevent entry to security/restricted areas without proper authorization/clearance
6. Exercise tact and courtesy at all times
7. Assist as may be required
8. Maintain logbook
9. Prevent entry after office hours including Saturdays, Sundays and Legal Holidays unless authorized
10. Prohibit loitering in the premises after visitor's business is done
11. Issue visitor's slip and ID to all non-PSA personnel and properly coordinate with the officials/employees concerned the entry of visitor/s

A.4 CUSTOMER/CLIENTS

1. Exercise tact and courtesy at all times
2. Check baggage for security purposes
3. Provide direction within the premises and refer to CARE Officer/ Information Counter
4. Answering queries related to Office procedures are not allowed
5. Assist in the smooth operations of the office frontline services as required by PSA
6. Immediate response in case of emergency/untoward incident, and prepare necessary report to the PSA-RSSO XIII, PSA-SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR management
7. Prevent entry to security/restricted areas without proper authorization/clearance
8. Regular reports of untoward incidents/complaints from the public shall be forwarded by the Supervisor of Security agency and copy furnished the PSA-RSSO XIII, PSA- SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR management

B. SECURITY FOR PHYSICAL RESOURCES

B.1 VEHICLE CONTROL

1. Inspect vehicle entering and leaving PSA-RSSO XIII, PSA – SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR premises
2. Maintain a logbook on the arrival and departure of PSA-RSSO XIII, PSA- SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR vehicles
3. Control flow of traffic and direct drivers to park their vehicles properly in designated parking area
4. Safeguard and protect vehicle from pilferage of accessories and other attachments
5. Require trip ticket for outgoing PSA-RSSO XIII, PSA – SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR vehicle duly signed by the approving authorities

6. Prohibit overnight parking for non-PSA vehicles
7. Recommend parking/ proper traffic signs
8. Report to proper authorities any untoward incident, if necessary.

B.2 FACILITIES AND BUILDINGS

1. Post Notice prohibiting entry and carrying deadly weapons at entrance building
2. Provide partial lock and key control (except in restricted areas)
3. Deny access to restricted areas
4. Identify and record in logbook authorized persons entering restricted area/s
5. Check that all doors and windows are closed and locked after office hours
6. Deny entry to peddlers and unauthorized vendors
7. Identify need for lighting and recommend measures
8. Identify fire hazard and recommend measures
9. Regularly check location and condition of fire extinguishers and recommend measures
10. Regularly check conditions of fire hydrants, hoses and alarm systems
11. Recommend formations of fire brigades, fire drills and earthquake drills
12. Observe that all lights are switched off and all electrically operated office equipment are unplugged when occupants of the office are all out
13. Regular inspection of storage areas and recommend measures, if necessary
14. Switch on and off security and perimeter fence lights

B.3 SUPPLIES AND EQUIPMENT

1. All outgoing properties must be covered with appropriate documents duly signed by the authorized signatories indicating serial/ property number, person moving the equipment, time date, etc.
2. Personal properties shall be covered by personal property slip issued by the security detachment
3. Access to supply rooms and areas will be allowed to authorize personnel only
4. Provide/partial lock and key control
5. Ensure security of supplies, equipment, documents at all times

C. CONTINGENCY PLAN OF VARIOUS RISK

C.1 FIRE

1. Inform Fire Department
2. Know status and location of fire- fighting equipment
3. Know how to operate fire- fighting equipment
4. Be familiar with fire exit and electrical control switches

5. Initiate fire alarm
6. Report fire and any fire hazard
7. Report inadequate water supply, fire- fighting equipment and fire exit
8. Recommend and assist in the formation of fire brigade
9. Post appropriate fire sign
10. Assist in the evacuation of employees, records and equipment
11. In case of fire, clear driveways and empty spaces, records and equipment

C. 2 THEFT, PILFERAGE AND BURGLARY

1. Secure all entry and exit points
2. Conduct investigations and submit written report within 24 hours to PSA-RSSO XIII, PSA- SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR Management
3. Identify witnesses, if possible
4. Apprehend culprit within the premises, secure incident area to protect evidence
5. Coordinate with appropriate PNP unit (theft and robbery section)
6. Assist in controlling violence
7. Limit number of entry to premises to as few as possible

C. 3 TRESPASSING

1. Challenge and detain trespassers
2. Turn-over trespassers
3. Report to the management

C. 4 HOSTAGE SITUATION

1. Notify PNP, PSA-RSSO XIII, PSA- SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR management and all guards
2. Act as temporary negotiator until the arrival of the expert negotiator
3. Hostage-taker not to harm hostage

C. 5 EARTHQUAKE

1. Prevent panic and remain calm
2. If possible, urge personnel to seek refuge under strong piece of furniture and keep away from dangerous falling objects
3. Assist in evacuation of personnel, supplies, materials and equipment

C. 6 FLOOD AND TYPHOON

1. Prevent crossing of employees on flooded areas
2. Prevent exit when there are strong winds outside the building
3. Assist in evacuation of personnel, supplies, materials and equipment

C.7 SABOTAGE

1. Cordon the affected area to secure evidence
2. In case of explosion, help evacuate all personnel from affected area
3. Inform Fire Department

C.8 BOMB THREAT

1. Immediately report to PNP
2. Inform PSA-RSSO XIII, PSA- SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR management
3. Assist evacuation of personnel
4. Secure PSA property and clear from unauthorized persons

C. 9 CROWD CONTROL

1. Inform PSA-RSSO XIII, PSA- SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR management
2. Maximum tolerance must be observed
3. Ensure that entrance gate must not be blocked by the unruly public
4. Non-obstructive action should not be interrupted. Efforts should be made to conduct PSA business as normally as possible
5. Disrupted actions shall be terminated in coordination with PSA-RSSO XIII, PSA- SURIGAO DEL NORTE, and PSA-SURIGAO DEL SUR authorized personnel/ Outlet Supervisor

C.10 PROPOSED DEPLOYMENT OF GUARDS

Each shall render for eight (8) hours daily, including Saturdays, Sundays and Holidays to be rotated on an 8-hour working schedule daily at three (3) working shifts. No guard shall be allowed to render double or straight duty without the consent of the client.

***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) **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**
- (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 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

- (k) 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

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

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

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

Bid Forms

Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]
Note: To be accomplished per lot*

BID FORM

Date: _____
Project Identification No.: _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods for Lot No. ____]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
of agent Currency Commission or gratuity

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

Note: To be accomplished per lot

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Note: To be accomplished per lot

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of *[month]*
[year] at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)

Name of Agency : _____
 Address : _____
 Telephone/Fax Numbers : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	Value of Works
			Description	%		

Note: The following documents shall be presented for verification of the above statement during Post-Qualification:

1. Notice of Award OR Notice to Proceed issued by the End user OR its equivalent;
2. Copy of actual contract OR its equivalent; and
3. Certificate of Completion OR End-user's Acceptance OR Proof of payment

Submitted by : _____
{Printed Name and Signature}

Designation : _____

Date : _____

**STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE
CONTRACTS INCLUDING AWARDED BUT NOT YET STARTED**

Name of Agency : _____
 Address : _____
 Telephone/Fax Numbers : _____

Name of Contract / Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								
							Total Cost	

Submitted by : _____
 (Printed Name and Signature)

Designation : _____
 Date : _____

(Bidder's Company Letterhead)

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Show Actual Computation)**

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos _____ (Php _____). The computation of a bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:

$$\text{NFCC} = (\text{CA} - \text{CL}) (\text{K}) - \text{C}$$

Where:

CA = Current Assets

CL = Current Liabilities

K = 15

C = value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Issued this _____ day of _____, 2023.

(Company Authorized Representative)

NAME :

DESIGNATION :