

PHILIPPINE BIDDING DOCUMENTS

Procurement of Security Guard Services

MANOLO FORTICH WATER DISTRICT

September 2023

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



MANOLO FORTICH WATER DISTRICT

A. Ditona St., Tankulan, Manolo Fortich, Bukidnon

mfwd_buk@yahoo.com

0917-7181311

INVITATION TO BID FOR SECURITY GUARD SERVICES ITB 2023-09-003

1. The *Manolo Fortich Water District*, through the *Corporate Operating Budget* intends to apply the sum of *Two Million Pesos (2,000,000.00) per year for three (3) years* being the ABC to payments under the contract for *Procurement of Security Guard Services / ITB 2023-09-003*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The total approved budget allocation under this project for multi-year are described as follows:

Year	Approved Budget for the Contract
1 st Year (December 1, 2023 – November 30, 2024)	P 2,000,000.00
2 nd Year (December 1, 2024 – November 30, 2025)	P 2,000,000.00
3 rd Year (December 1, 2025 – November 30, 2026)	P 2,000,000.00
Total ABC for Three (3) Years	P 6,000,000.00

2. The *Manolo Fortich Water District* now invites bids for *Procurement of Security Guard Services / ITB 2023-09-003*. Delivery of the Services is required within *December 1, 2023 – November 30, 2026*. Bidders should have completed, within *One (1) year* 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 *Manolo Fortich Water District* and inspect the Bidding Documents at the address given below during *Mondays to Fridays from 9:00am to 4:00pm*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *September 22 to October 16, 2023* from the given address and website(s) *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (PhP 5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *through electronic means*.
6. The *Manolo Fortich Water District* will hold a Pre-Bid Conference¹ on *October 3, 2023* at *2F MFWD Bldg., Tankulan, Manolo Fortich, Bukidnon*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *October 16, 2023, 12:00noon*. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *October 16, 2023, 2:00pm* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Manolo Fortich Water District* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. Rose Vilma Joy T. Vega
Admin/General Services Officer
Manolo Fortich Water District
Tankulan, Manolo Fortich, Bukidnon
Mobile Number: 09193303573
12. You may visit the following websites:

For downloading of Bidding Documents: *<https://mfwd.gov.ph> and <https://philgeps.gov.ph>*

September 22, 2023

ENGR. ERMITO L. GANAS
BAC Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Manolo Fortich Water District* wishes to receive Bids for the *Procurement of Security Guard Services / ITB 2023-09-003* under a Framework Agreement.

The Procurement Project (referred to herein as “Project”) is composed of One (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Corporate Operating Budget* in the amount of *Two Million Pesos (2,000,000.00) per year for thee (3) Years*.

2.2. The source of funding is the Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

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

- 5.2. 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:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

- 5.3. 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 at its physical address at 2F MFWD Bldg., Tankulan, Manolo Fortich, Bukidnon 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 *[state relevant period as provided in paragraph 2 of the **IB**]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent

office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. Financial proposals for multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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 Services quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. On this multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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 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 February 13 and March 14, 2024, respectively. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit **five (5)** certified true copies of the first and second components of its Bid, **arranged, tabbed and numbered**.

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**.
- 16.2. In this multi-year Framework Agreement, the submission of bids shall include the whole requirements, which covers technical and financial eligibility including its Bid.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

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

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring

entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - d. Performance Security or Performance Securing Declaration, as the case may be;
 - e. Notice to Execute Framework Agreement; and
 - f. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Security Guard Services.</i> b. completed within one (1) year prior to the deadline for the submission and receipt of bids.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than P 40,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit.

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**.
- 2.3. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered services performed shall not vary from the prices quoted by the Supplier during conduct of opening of bids.

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. *In the case of Framework Agreement*, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Services to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what

inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>at MFWD Admin Bldg, MFWD Kihare Compound and MFWD Lunocan Pumping Station</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>MFWD Admin Bldg, MFWD Kihare Compound and MFWD Lunocan Pumping Station</i>.</p>
2.2	<p>The terms of payment shall be by bi-monthly upon submission of Statement of Account with all the necessary documents attached.</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Security Guard	3	3	December 1, 2023 8 Hours daily, 24 hours shifting; Monday to Sunday (MFWD Admin. Building)
2	Security Guard	1	1	December 1, 2023 12 hours daily, 6:00 PM to 6:00AM, Monday to Sunday (Kihare Pumping Station)
3	Security Guard	3	3	December 1, 2023 8 Hours daily, 24 hours shifting; Monday to Sunday (Lunocan Pumping Station)

Section VII. Technical Specifications

Technical Specifications

<i>TECHNICAL SPECIFICATIONS</i>			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
<i>1</i>	<i>3</i>	<i>Security Guard Services</i> (Admin. Bldg.)	
<i>2</i>	<i>1</i>	<i>Security Guard Services</i> MFWD Kihare Compound	
<i>3</i>	<i>3</i>	<i>Security Guard Services</i> MFWD Lunocan Pumping Station	

MANOLO FORTICH WATER DISTRICT

Manolo Fortich 8703, Bukidnon

Security Guard Services

Terms of Reference

Manolo Fortich Water District (MFWD), needs the services of a security service provider to maintain at all hours peace, security and order to safeguard personnel, visitors, offices, facilities, equipment and other property located within MFWD Administration Building at A. Ditona St. Manolo Fortich; Kihare Pumping Station at Kihare, Manolo Fortich and Lunocan Pumping Station at Lunocan, Manolo Fortich, Bukidnon.

I. Manpower Requirement

MFWD will pay the Security Guard Service Provider to be known as “AGENCY” the total amount of **P 2,000,000.00 Approved Budget for the Contract (ABC) for 12 months under a multi-year Security Service Contract** for the duration of three (3) years as Agency Fee described as follows:

YEAR	Approved Budget for the Contract (ABC)
1 st Year (December 1, 2023 – November 30, 2024)	P 2,000,000.00
2 nd Year (December 1, 2024 – November 30, 2025)	P 2,000,000.00
3 rd Year (December 1, 2025 –November 30, 2026)	P 2,000,000.00
Total ABC for Three (3) Years	P 6,000,000.00

Conditions:

I. a. The AGENCY will deploy **seven (7) security guards** to MFWD and shall pay each security guard in accordance with the following as shown in table below:

Location	No. of SG	No. of Hours Duty	Rate/ Guard/ Month
MFWD Administration Building	3	8 hours daily, 24 hour shifting, Monday-Sunday	
Kihare Pumping Station	1	12 hours daily, 6:00 PM to 6:00 AM, Monday- Sunday	
Lunocan Pumping Station	3	8 hours daily, 24 hour shifting, Monday-Sunday	

I. b. Fifty Percent (50%) of the monthly Agency Fee shall be payable every 16th of the month; the remaining 50% will be given every 2nd day of the following month provided the AGENCY has shown proof of the SSS, PhilHealth, Pag-IBIG and other contributions required by the law have been accordingly remitted in favor of the guards.

I.c. Adjustment in contract price may be made by mutual agreement initiated by either party by means of written "Notice to Re-Negotiate" only under any of the following circumstances:

Ic a.) Changes in security requirements not obtaining nor foreseen at the time of this agreement that may increase or decrease the burden of the security provider.

Ic b) Changes in compensation of security guard, either by way of legislation or by lawful order of the Regional Tripartite Wage and Productivity Board, PROVIDED THAT the adjustment shall be based on published or authenticated rates and opt on mere self-serving certification. Result for approval of implementation of the resulting wage adjustment shall be requested from MFWD. Request for payment of salary adjustment shall be submitted within sixty (60) days after effectivity of the increase. Otherwise, the right of the AGENCY to reimburse the salary differential shall be deemed waived.

II. Term of Contract

This Contract shall be effective for a period of **three (3) years** commencing on the date of execution of this contract and upon receipt by the AGENCY of the Notice to Proceed or PO, unless sooner terminated in accordance with the provisions herein stipulated or other causes provided for by applicable laws.

III. Rights of MFWD

1. MFWD shall have the right to select the Detachment Commander (Security Officers) and security guards to be assigned at Lunocan Water Source & Station mentioned in Section I.a hereof from a list submitted by the AGENCY.
2. MFWD shall for a cause or no cause have the unconditional right to require the AGENCY to replace any guard. Replacement should be effected by the AGENCY within seventy two (72) hours after receipt of MFWD's request for security guard replacement.
3. MFWD shall have the right to request the reposting or reshuffling of security guards to other areas as it deems fit for the best interest of MFWD and its personnel, assets and properties.

IV. Obligation of the Agency

1. The AGENCY shall continuously and on 24 hour basis every day including Saturdays, Sundays and Holidays, maintain peace and order within the Water Source, Pump Station and Facilities, in Lunocan, Manolo Fortich, Bukidnon and ensure safety of MFWD officials, personnel and the public; and ascertain that all properties, equipment and facilities will be free from damage or loss.
2. The Agency shall post only, as define in this terms of reference, personnel who possess the following qualifications:
 - a. Must be of good moral character and must not have been convicted of any crime,

- b. Must be physically and mentally fit;
 - c. Must be at least high school graduate;
 - d. Must be at least be 5'2" for female and 5'4" for male in height;
 - e. Must be duly licensed, bonded and well trained/experienced on security functions.
- 3. The AGENCY shall accordingly submit to MFWD the credentials of each guards such as but not limited to:
 - a) Clearance from the Bureau of Prisons, Philippine National Police (PNP), and from proper court and fiscals in the place where they reside, certifying that they had no criminal case filed against them or any other offense, or that there is no pending criminal case against them;
 - b) Certification from the AGENCY manager that they are of good moral character;
 - c) Proof of neuro-psychiatric and drug test clearance from any PNP accredited laboratory;
 - d) NBI Clearance;
 - e) Certificate of Training that they have undergone intensive training in security systems to be submitted before posting; and the Supervisor/Detachment Commander who shall be paid at the same rate shall mainly coordinate and assist MFWD Officials and execute other duties and responsibilities to be assigned from time to time;
 - f) Health Certificate issued by a health physician that the guard is in good health.
- 4. The agency shall provide, at its own expense necessary, adequate and duly licensed firearms with ammunitions, motor vehicles, metal detectors, two way radios and other communication equipment to its security personnel to aid in the proper discharge of their duties and to ensure a speedy response to emergency calls.
- 5. To ensure that only personnel with high morale will be posted, the AGENCY shall, in the presence of an authorized MFWD representative, conduct briefing and orientation of the security guards before their deployment, concerning MFWD, its mission, organizational structure, key officials, policies, including among other things, the wages and other benefits of the security guards. In addition to the briefing, a bill of rights for security guards should be submitted to MFWD duly signed by both the AGENCY manager and the security guards.
- 6. The AGENCY shall issue a Duty Detail Order (DDO) for every security guard to be assigned or posted indicating therein the name of the guards, type of firearms issued, the particular place of assignment, and the duration within which the guard are to render service. The security guard shall, before assumption of duty at his post, present the individual DDO to the duly authorized MFWD representative.
- 7. The security guard shall be under the strict supervision of the AGENCY. MFWD, however, shall have the right to conduct spot inspection of the performance of the security guards at any time as it may deem necessary. This right shall not, however,

diminish the obligations of the AGENCY under this contract nor absolve it from liability for all the acts or omission of its guards.

8. The AGENCY shall undertake a reshuffling of its security guards from one post to another at least every month or shorter when so requested by the MFWD. On the matter of discipline, work performance, and conducts of the guards, the AGENCY shall submit a report every end of the month to duly authorized MFWD representative.
9. The AGENCY shall accept and Implement all instructions and directions issued by MFWD regarding control procedures for incoming and outgoing vehicles, persons and property within its premises as well as enforcing MFWD rules and regulations pertaining to security and safeguard of its personnel and property. The **designated Detachment Commander (Security Officer)** assigned at MFWD shall be the ones to certify and sign the Daily Time Records of the security.
10. The AGENCY shall require each security guard to be always neat and in proper uniform. It shall provide every guard with a logbook to be used for recording people and events affecting security matters, a flashlight, night stick, whistle, fully loaded serviceable firearms and such other equipment, which may be essential for security purposes.
11. The AGENCY shall submit a weekly report to MFWD regarding the manner of how it rendered its security protection to MFWD. It shall at all times, maintain a daily logbook in all guards posts wherein daily activities/incidents are recorded and which shall be available for inspection by any authorized MFWD personnel.
12. The AGENCY shall submit to MFWD within twenty-four (24) hours an incident report detailing unusual occurrences or threats to security and well-being discovered during the guard's duty shift.
13. The Performance Security Bond shall be forfeited in favor of MFWD in case the AGENCY fails to comply with the terms and conditions of this contract. Should the amount forfeited be not sufficient to cover losses, damages and liabilities incurred due to the fault of the AGENCY, the latter shall pay the remaining balance.
14. The Agency shall assume full and exclusive obligation to pay the mandated wage provided for by laws to its security guards, including claims and other compensation as may be legally due them, and to promptly remit to the proper agencies the required premiums and contributions for the benefit of the said security guard, such as withholding taxes on salaries, SSS premiums, PhilHealth, Pag-IBIG and the like. Upon failure of the AGENCY to comply herewith shall be sufficient cause for the MFWD to terminate this contract.
15. All taxes payable to the government arising from this contract shall be borne by the AGENCY.

16. The AGENCY shall submit to MFWD a copy of the monthly payroll; and any other documents evidencing payment of salaries to the security guards. In case the AGENCY is found to have paid any security guard below the minimum wage or have failed to remit to the proper government offices the required employer's share in premiums or contributions, the AGENCY hereby authorizes MFWD to withhold any money due the AGENCY.
17. The AGENCY shall provide relevant trainings for all security personnel at least once every year.
18. The AGENCY shall ensure that a system dedicated for the computation of mandatory employer remittances, including, but not limited to the computation of SSS employer remittances, pertinent to the security guards assigned to MFWD, shall be provided to MFWD.
19. The AGENCY shall provide security Guard services to MFWD subsidiaries when requested. The rate to be followed shall be based on the existing rate applicable on the area while the agency fee shall be the same percentage as on the original bid submitted.
20. The AGENCY shall provide MFWD a copy of policies and procedures in the implementation of the proposed security guard services for the MFWD. The AGENCY shall also submit a contingency Plan in case of public disorder, industrial unrest, natural calamity, etc.

V. Termination

MFWD may terminate this contract at any time before its expiration under any or all of the following circumstances to wit:

- a) Willful violation by the AGENCY of its obligations under this contract
- b) Failure of the AGENCY to comply with the provisions of R.A. 5487, as amended, and P.D. 442, as amended, and its implementing rules and regulations;
- c) Fraud, falsification or misrepresentation in any of the documents submitted by the AGENCY during the accreditation or eligibility check and post qualification.

PROVIDED, that notice shall be first served by MFWD at least thirty (30) days prior to termination. However, if the AGENCY is adjudged by competent authority, whether final or not, to suffer any sanction for serious infractions, the MFWD may unilaterally terminate this contract at any time even before the expiration of thirty (30) days.

VI. Special Provisions

1. No employer-employee relationship shall exist between the security guards posted by the AGENCY and MFWD. MFWD shall be free from any claims by security

guards as regards their employment, the same being the responsibility of the AGENCY as employer. In case of suit where MFWD is impleaded as indirect employer, the AGENCY shall defend and protect MFWD's interest. Any legal fees and expenses that may be incurred by MFWD as a consequence of such claims shall be for the account of the AGENCY.

2. In the event of a legislated wage increase, the contract price shall be increased based on the newly set minimum wage provided for in the Wage Order.
3. The AGENCY is strictly prohibited from sub-contracting, assigning or otherwise transferring in any manner whatsoever any of its rights, interests and obligations under this contract without the prior written approval by MFWD. However, the Agency may obtain insurance coverage thereon.
4. Disputes or disagreements arising from this contract shall, as far as practicable, be settled amicably. In case of litigation, however, the venue shall be in Manolo Fortich.

CONFORME:

Name of Bidder/Authorized Representative

Date: _____

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**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections

- 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security in the form of Cash/Manager's Check in the amount stated in the BDS;
- and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

