



**VICTORIAS CITY WATER DISTRICT**

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**PROCUREMENT to SUPPLY**

**SECURITY SERVICES FOR A**

**PERIOD OF TWELVE (12) MONTHS**

**FROM JANUARY 1, 2023 TO**

**DECEMBER 31, 2023**

**November 2022**

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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***



## VICTORIAS CITY WATER DISTRICT

Quirino Street, Victorias City, Negros Occidental  
Tel. Nos. (034)399-2865/ 717-6152 Telefax (034)399-3554

Website: [victoriacitywd.gov.ph](http://victoriacitywd.gov.ph)

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### INVITATION TO BID

## PROCUREMENT TO SUPPLY SECURITY SERVICES FOR A PERIOD OF TWELVE (12) MONTHS FROM JANUARY 1, 2023 TO DECEMBER 31, 2023

1. The **VICTORIAS CITY WATER DISTRICT (VCWD)**, through its 2023 Approved Corporate Budget intends to apply the sum of “**One Million Forty Two Thousand Nine Hundred Pesos (PhP 1,042,900.00)**”, being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement to Supply Security Services for a Period of Twelve (12) Months from January 1, 2023 to December 31, 2023 (VCWD-2022-041)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **VCWD** now invites bids for the above Procurement Project. Delivery of the Goods is required within thirty (30) calendar days from receipt by the winning bidder of the Notice to Proceed. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **VCWD Bids and Awards Committee Secretariat** and inspect the Bidding Documents at the address given below during office hours from 8:00 A.M. to 3:00 P.M., Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 23, 2022 until December 13, 2022** from the given address and website(s) below 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 by facsimile or through electronic means.

6. The **VCWD BAC** will hold a Pre-Bid Conference on **December 1, 2022 at 1:30 P.M** in the BAC Conference Room at the address below and/or through video conferencing or webcasting via zoom app, 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 **December 13, 2022 at 12:00 P.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 13, 2022 at 1:30 P.M.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **VCWD** 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:

**Bids and Awards Committee Secretariat**  
VICTORIAS CITY WATER DISTRICT  
Quirino St., Victorias City, Negros Occidental  
Email address: [victoriacitywd@yahoo.com.ph](mailto:victoriacitywd@yahoo.com.ph)  
Telephone no. (034) 399-3554 / 399-2865/ 717-6152  
Website address: victoriacitywd.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

- <https://notices.philgeps.gov.ph/>
- <http://victoriacitywd.gov.ph/category/bids-and-awards/>

[Original Signed]  
**CYRINE N. FAMA**  
*Bids and Awards Committee Chairperson*



***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **VICTORIAS CITY WATER DISTRICT** wishes to receive Bids for the **Procurement to Supply Security Services for a Period of Twelve (12) Months from January 1, 2023 to December 31, 2023**, with identification number **VCWD-2022-041**.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **year 2023** in the amount of **One Million One Hundred Thousand Pesos (PhP 1,100,000.00)**.

2.2. The source of funding is:

**VCWD 2023 Approved Corporate 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. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address 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 **three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradable 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 **March 31, 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

### **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

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

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

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.2. 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**.

## **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"> <li>a. A single contract that is similar to this project, equivalent to at least fifty percent (50%) of the ABC.</li> <li>b. completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	Subcontracting is not allowed.
12	No further instructions.
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> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>₱ 20,858.00</b> (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>₱ 52,145.00</b> (5% of ABC) if bid security is in Surety Bond.</li> </ol>
15	<p>Each Bidder shall submit <b>one (1) original and two (2) copies</b> of the first and second components of its Bid.</p> <p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL – TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL – FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".</p> <p>Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ____ - TECHNICAL COMPONENT" and as "COPY NO. ____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>The original and the number of copies of the Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.</p> <p>All envelopes shall:</p> <ol style="list-style-type: none"> <li>(a) contain the name of the contract to be bid in capital letters;</li> <li>(b) bear the name and address of the Bidder in capital letters;</li> <li>(c) be addressed to the Procuring Entity's BAC;</li> <li>(d) bear the specific identification of this bidding process; and</li> <li>(e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids.</li> </ol>

	<p>Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening</p>
19.3	No further instructions.
20.1	<p>For purposes of Post-Qualification the following document(s) shall be required:</p> <ol style="list-style-type: none"> <li>1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion</li> <li>2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</li> <li>3. DOLE, PNP, NBI Clearances</li> <li>4. SSS, Philhealth and Pag-Ibig Clearances</li> <li>5. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids</li> <li>6. List of Licensed Firearms</li> </ol>
21.1	No additional requirements.

## ***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**

- 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	For purposes of this Clause the Procuring Entity's Representative is <b>ENGR. ABRAHAM J. DE DIOS, JR.</b> , General Manager, VICTORIAS CITY WATER DISTRICT.
2.1	No advance payment is allowed
	<p>Monthly billing and payment</p> <p>Payment shall be made within ten (10) working days upon complete submission by the Contractor of the following documents:</p> <ul style="list-style-type: none"> <li>(a) DTR's of all security guards duly signed by the VCWD Head of Administrative Division or her duly authorized representative;</li> <li>(b) Proof of previous month's remittance to SSS, Philhealth, and Pag-Ibig, together with a transmittal sheet stamped received by the foregoing, as well as such other relevant documents that may be required by the VCWD; and</li> <li>(c) Invoice of billing statement of account for the period covered.</li> </ul>
4	No further instructions.

## *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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Supply of Security Services for a Period of One (1) Year in 8 hour shifts daily	4 = 8-hour shift guard	4	January 1, 2023 – December 31, 2023



## ***Section VII. Technical Specifications***

# Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	<p><b>MANPOWER REQUIREMENTS</b></p> <p>The Security Agency shall provide the Client with four (4) Security Guards:</p> <p>Security Guard (eight (8) hours duty)      4</p> <p>Total No. of guards required:                      4</p>	

2	<b>SCHEDULE</b>					
	<b>LOCATION</b>	<b>NUMBER OF GUARD/S ON DUTY</b>				<b>DAYS ON DUTY</b>
		8:00AM – 5:00PM	6:00AM – 2:00PM	2:00PM – 10:00PM	10:00PM – 6:00AM	
	Administrative Building	1				Monday – Friday Excluding Holidays
	Parking/Service Area/ Warehouse		1	1	1	Monday – Sunday Including Holidays
3	<b>MINIMUM REQUIREMENTS</b>					
	<p>A. General Requirements</p> <p>I. The Security Guards shall have the following minimum qualification:</p> <ul style="list-style-type: none"> <li>• Filipino Citizen</li> <li>• Must be 21-60 years old</li> <li>• Must be at least high school graduate</li> <li>• At least Five Feet and Four Inches (5’4”) in height</li> <li>• Must be licensed Security Guard</li> <li>• Physically and mentally fit and with good moral character</li> <li>• No derogatory record and properly screened and cleared by the PNP, NBI and other Government Agencies issuing clearances for employment</li> <li>• Has undergone Pre-licensing Training Programs for new recruits, or Refresher Training Programs for security guards with more than one year experience.</li> <li>• Knows how to deal pleasantly and courteously with personnel, clients and the general public,</li> </ul>					
	<p>B. Additional Minimum Requirements:</p> <p>I. Security Equipment and Uniform</p> <ul style="list-style-type: none"> <li>• Two (2) units 38 cal. rev. pistols with ammunitions to be issued to guards</li> <li>• Two (2) pcs. umbrella and raincoats to Guards;</li> <li>• Two (2) units flashlights with batteries to all guards-on-duty;</li> <li>• Two (2) units first aid kits to all guards-on-duty</li> <li>• Logbooks throughout the implementation of the Contract and must turn-over these logbooks to VCWD upon expiration or termination of the Contract.</li> <li>• Proper and complete uniforms as mandated by Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA).</li> </ul>					
4	<b>SCOPE OF WORK</b>					
	<p>1. Provide for the protection and security of the rights and interest, office buildings, vehicles, furniture, equipment, supplies and other facilities of VCWD 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 VCWD while in the discharge of their official duties and responsibilities.</p> <p>2. 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 Administrative Division Manager within twenty-four (24) hours if any property belonging to the VCWD shall be brought without duly approved gate pass;</p>					

	<p>3. Record the entry of Visitors, Suppliers, Vendors, Servicemen and etc. on a logbook. Indicating the name, address, purpose, time in and out, and signature</p> <p>4. Record all incoming and outgoing vehicles in their logbook;</p> <p>5. Record all trips of service vehicles and file one copy of each duly approved trip ticket;</p> <p>6. Check depositories, rooms, or buildings of security interest any time, in addition to the normal working hours to determine that they are properly locked and are otherwise in order;</p> <p>7. Must be familiar with location of fire-fighting apparatus and how to operate them;</p> <p>8. Must submit reports on any unusual incident;</p> <p>9. Safeguard the VCWD personnel and employees against harm or threats when inside the Bureau premises during office hours.</p> <p>10. Maintain peace and order within the VCWD and its immediate surroundings.</p> <p>11. Maintain proper decorum, personal discipline, grooming and decent uniform while on duty and refrain from reading newspapers, drinking alcoholic beverage or taking prohibited drugs or any other wrong doing that will distract him/her from performing his/her official function</p> <p>12. Shall enforce and obey all orders/instructions/memoranda issued by the VCWD, which are relevant to their functions;</p>	
5	<p><b>ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT OF SECURITY SERVICES:</b></p>	
	<p>1. In view of the manpower requirements, the AGENCY shall provide the VICTORIAS CITY WATER DISTRICT with a copy of the individual personnel profiles of the security guards to be assigned in the VICTORIAS CITY WATER DISTRICT together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the VICTORIAS CITY WATER DISTRICT before assumption of work by the said security guard.</p> <p>2. The number of guards may be increased or decreased as the need arises upon mutual agreement by the VICTORIAS CITY WATER DISTRICT and AGENCY;</p> <p>3. Should the VICTORIAS CITY WATER DISTRICT 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 VICTORIAS CITY WATER DISTRICT;</p> <p>4. The AGENCY hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day;</p>	

	<p>5. The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by the VICTORIAS CITY WATER DISTRICT;</p> <p>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 VICTORIAS CITY WATER DISTRICT;</p> <p>7. There shall be no employer-employee relationship between the VICTORIAS CITY WATER DISTRICT and the Security Guards;</p> <p>8. The VICTORIAS CITY WATER DISTRICT shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the AGENCY including death resulting therefrom;</p> <p>9. The AGENCY shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;</p> <p>10. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the AGENCY;</p> <p>11. The AGENCY shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;</p> <p>12. The AGENCY shall protect the VICTORIAS CITY WATER DISTRICT 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;</p> <p>13. The AGENCY shall be liable to the VICTORIAS CITY WATER DISTRICT for any loss or damage that may be incurred upon the latter's equipment, buildings and properties within the guarded compound;</p> <p>14. The liability for any loss or damage stated under paragraph 13 is subject to the following exceptions:</p> <p>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.</p> <p>b) For loss of, and/or damage to property delivered, or entrusted by the VICTORIAS CITY WATER DISTRICT 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</p>	
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equipment are considered outside the administrative control of the AGENCY only when the same are brought outside the VICTORIAS CITY WATER DISTRICT's 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 VICTORIAS CITY WATER DISTRICT for any loss or damage to the property or properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the AGENCY shall furnish the VICTORIAS CITY WATER DISTRICT 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 VICTORIAS CITY WATER DISTRICT;

Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the AGENCY to the VICTORIAS CITY WATER DISTRICT 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 VICTORIAS CITY WATER DISTRICT 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 VICTORIAS CITY WATER DISTRICT, 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 VICTORIAS CITY WATER DISTRICT copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to the VICTORIAS CITY WATER DISTRICT;

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 VICTORIAS CITY WATER DISTRICT, 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 VICTORIAS CITY WATER DISTRICT, 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 VICTORIAS CITY WATER DISTRICT with a contingent of three (3) or more security guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;

	<p>21. It 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 Administrative Chief of this Office on the first week of the month following the said evaluation;</p> <p>22. It shall provide this Office proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the agency's monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment;</p> <p>23. It is agreed that in order to have an assurance that salaries of security guards assigned by the SECURITY SERVICE AGENCY were paid on time, the OFFICE OF THE DEPUTY VICTORIAS CITY WATER DISTRICT requires the SECURITY SERVICE AGENCY to present a certified photocopy of the signed payroll of the security guards assigned to the OFFICE OF THE DEPUTY VICTORIAS CITY WATER DISTRICT covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions.</p> <p>24. The SECURITY SERVICE AGENCY shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with the VICTORIAS CITY WATER DISTRICT and its shall be understood that the VICTORIAS CITY WATER DISTRICT will not be held liable for unpaid wages if the SECURITY SERVICE AGENCY fail to pay the security guards;</p> <p>25. It shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of the Office of the Ombudsman which the agency may have acquired by reason of its services.</p>	
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***Section VIII. Checklist of Technical and  
Financial Documents***



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) 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***

- ☐ (m) 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)**

- ☐ (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.

**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).

