



REPUBLIC OF THE PHILIPPINES

JUVENILE JUSTICE AND WELFARE COUNCIL



PHILIPPINE BIDDING DOCUMENTS

JUVENILE JUSTICE AND WELFARE COUNCIL

PROCUREMENT OF SECURITY SERVICES FOR THE JJWC NATIONAL SECRETARIAT FOR FEBRUARY TO DECEMBER 2024 ITB-FAD-23-12-002

**Sixth Edition
July 2020**

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR *PROCUREMENT OF SECURITY SERVICES FOR THE JJWC NATIONAL SECRETARIAT FOR FEBRUARY TO DECEMBER 2024*
ITB-FAD-23-12-002

1. The **JUVENILE JUSTICE AND WELFARE COUNCIL (JJWC)**, through the *National Expenditure Program for FY 2024* intends to apply the sum of **Two Million Two Hundred Forty-Three Thousand Ninety-Eight Pesos (Php 2,243,098.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Security Services for the JJWC National Secretariat for February to December 2024**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **JJWC** now invites bids for the above Procurement Project. Delivery of the Goods is required from **01 February 2024 to 31 December 2024**. Bidders should have completed, within Three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **JJWC** and inspect the Bidding Documents at the address given below during *09:00 am to 4:00 pm*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *14 December 2023* from the given address and website below *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 Hundred Pesos (Php 500.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The *Juvenile Justice and Welfare Council* will hold a Pre-Bid Conference¹ on *21 December 2023 starting at 1:00 PM* at JJWC Matimtiman Office via MS Teams through this link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDdmMTE4NDQtOTBiZi00ZTNkLTNmMmEtMGYzZWVmZ

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

[mIyN2U3%40thread.v2/0?context=%7b%22Tid%22%3a%22564a734b-289c-46ab-ae85-a000dd7edee3%22%2c%22Oid%22%3a%22c29a01c5-9e7b-4210-98ab-779f29f8636e%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWViZDg3OGEtZjU0ZS00Y2FILTk1ZTMtZTdhYjQ0ODhhNDNh%40thread.v2/0?context=%7b%22Tid%22%3a%22564a734b-289c-46ab-ae85-a000dd7edee3%22%2c%22Oid%22%3a%22c29a01c5-9e7b-4210-98ab-779f29f8636e%22%7d)

7. Bids must be duly received by the BAC Secretariat through manual submission at *JJWC Maginhawa Office located at 140 Maginhawa Street, Sikatuna Village, Quezon City* on or before *10:00 am of 05 January 2024*. 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 at *11:00 am of 05 January 2024* at *JJWC Matimtiman Office located at 56 Matimtiman Street, Teachers Village East, Quezon City*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Interested bidders may also attend the opening via MS Teams through this link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWViZDg3OGEtZjU0ZS00Y2FILTk1ZTMtZTdhYjQ0ODhhNDNh%40thread.v2/0?context=%7b%22Tid%22%3a%22564a734b-289c-46ab-ae85-a000dd7edee3%22%2c%22Oid%22%3a%22c29a01c5-9e7b-4210-98ab-779f29f8636e%22%7d
10. The *Juvenile Justice and Welfare Council* 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:

MR. MARL PHILIPPE Y. CACHERO

BAC Secretariat Head

Finance and Administrative Division

6th Flr. DC88 Bldg., 140 Maginhawa St.,

Sikatuna Village, Quezon City

Email: marlcatchero7@gmail.com; procurement@jjwc.gov.ph

Contact No. 02-8921-0565

www.jjwc.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <https://jjwc.gov.ph/procurement-opportunities/>

13 December 2023



ESMERALDA H. DISTOR

BAC Vice-chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *JUVENILE JUSTICE AND WELFARE COUNCIL*, wishes to receive Bids for the **Procurement of Security Services for the JJWC National Secretariat for February to December 2024**.

The Procurement Project (referred to herein as “Project”) is composed of 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 2024 in the amount of *Two Million Two Hundred Forty-Three Thousand Ninety-Eight Pesos (Php 2,243,098.00)*.

2.2. The source of funding is: NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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. 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.**

7.2. *No further instruction*

7.3. *No further instruction.*

7.4. No further instruction.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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. *No further instruction.*

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)**.

12.2. *No further instruction.*

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *31 January 2021*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *No Further Instruction*

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**.
- 16.2. *No further instruction.*

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.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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.
- 18.2. *No further instruction*

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:

Option 1 - 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. *No further instruction*
- 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <i>SLCC shall be a 1-year security service contract</i></p> <p style="margin-left: 40px;">b. completed within Three (3) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is now allowed</i>
12	<p>The price of the Goods shall be quoted DDP to Juvenile Justice and Welfare Council (JJWC) at No. 56 Matimtiman Street, Teachers Village East, Quezon City and JJWC Extension Office at 6th Floor, 140 Maginhawa Street, Sikatuna Village, Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
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> <p style="margin-left: 40px;">a. The amount of not less than Forty-Four Thousand Eight Hundred Sixty One Pesos and Ninety-Six Centavos (Php 44,861.96) which is <i>equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than One Hundred Twelve Thousand One Hundred Fifty Four Pesos and Ninety Centavos (Php 112,154.90) <i>in which the amount equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>
19.3	Provision of Four (4) Security Guards on 24-hour shift
20.2	<i>No further instruction</i>
21.2	<i>Framework Agreement is not applicable</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	
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 to Juvenile Justice and Welfare Council (JJWC) at No. 56 Matimtiman Street, Teachers Village East, Quezon City and JJWC Extension Office at 6th Floor, 140 Maginhawa Street, Sikatuna Village, Quezon City. 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>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> i Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount per month; ii Original and four copies delivery receipt/note, railway receipt, or truck receipt, if applicable; iii Original Supplier’s factory inspection report, if applicable; iv Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate, if applicable; v Original and four copies of the certificate of origin (for imported Goods) if applicable; vi Delivery receipt detailing number and description of items received signed by the authorized receiving personnel, if applicable; vii Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site, if applicable; and viii Four copies of the Invoice Receipt for Property signed, if applicable. <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Mr. Alexander Centeno</i>.</p> <p>Incidental Services –</p>

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: *Select appropriate requirements and delete the rest.*

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

REGULAR AND RECURRING SERVICES –

The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical Specifications.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring

	<p>Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>
	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical</p>

	<p>the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>Not applicable.</i>
4	The inspections and tests that will be conducted are recommended and as provided for in Section VII. Technical Specifications

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	Provision of Four (4) Security Guards on 24-hour shift	1	Lot	01 February 2024 – 31 December 2024

I hereby certify to comply and delivery all the above requirements.

Name of Company : _____

Signature of Authorized Representative : _____

Name of Authorized Representative : _____

Designation : _____

Date : _____

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

THE PROCURING ENTITY MUST INDICATE HERE THE TECHNICAL REQUIREMENTS FOR THE SERVICE PROVIDER, WHICH MUST INCLUDE THE SET CRITERIA IN THE CONDUCT OF ITS PERFORMANCE EVALUATION.

Technical Specifications

[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.]

Item	Specification	Statement of Compliance									
	Background										
	<p>1. To prevent unauthorized persons from entering JJWC’s office premises and facilities, safeguarding and protecting the perimeter, buildings, motor vehicles, machineries, equipment, supplies, materials, records and other properties against theft, robbery, pilferage, sabotage and other unlawful acts including the protection of all personnel, visitors and clients within the guarded premises or property located at:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: center;">Office Premise / Property</th> <th style="text-align: center;">Day Shift (7AM to 7PM)</th> <th style="text-align: center;">Night Shift (7PM to 7AM)</th> </tr> </thead> <tbody> <tr> <td>a. JJWC Main Office, 140 Maginhawa Street (4th-6th Floors), Sikatuna Village, Quezon City</td> <td style="text-align: center;">1 guard</td> <td style="text-align: center;">1 guard</td> </tr> <tr> <td>b. JJWC Matimtiman Property, 56 Matimtiman Street, Teacher’s Village East, Quezon City</td> <td style="text-align: center;">1 guard</td> <td style="text-align: center;">1 guard</td> </tr> </tbody> </table>	Office Premise / Property	Day Shift (7AM to 7PM)	Night Shift (7PM to 7AM)	a. JJWC Main Office, 140 Maginhawa Street (4 th -6 th Floors), Sikatuna Village, Quezon City	1 guard	1 guard	b. JJWC Matimtiman Property, 56 Matimtiman Street, Teacher’s Village East, Quezon City	1 guard	1 guard	
Office Premise / Property	Day Shift (7AM to 7PM)	Night Shift (7PM to 7AM)									
a. JJWC Main Office, 140 Maginhawa Street (4 th -6 th Floors), Sikatuna Village, Quezon City	1 guard	1 guard									
b. JJWC Matimtiman Property, 56 Matimtiman Street, Teacher’s Village East, Quezon City	1 guard	1 guard									
	Term of Contract:										
	The contract term is from 01 February 2024 to 31 December 2024, provided, that in the absence of formal renewal or until a new contract is awarded pursuant to the provisions of Republic Act No. 9184 (Government Procurement Reform Act), the contract shall be deemed to remain in force on a month-to-month basis subject to										

	termination upon thirty (30) days prior written notice by JJWC to the Service Provider or by the latter to the former.	
	Total Budget for the Contract:	
	The total contract cost for the security service shall not exceed <i>Php 2,243,098.00</i> . (Please see Annex "A" for the detailed computation based on PADPAO's Cost Distribution per Month effective 16 July 2023.)	
	Scope of Services	
	1. The Service Provider shall provide JJWC with qualified, bonded, uniformed and armed security guards in a number as may be required by JJWC from time to time	
	2. The Service Provider shall equip each detailed guard with uniform, licensed firearm, equipment and other paraphernalia for use of the guards when actually on post as prescribed by pertinent laws and regulations.	
	3. The Service Provider shall provide well-groomed and mindful of proper hygiene security guards to be posted at JJWC's establishments.	
	4. To ensure that guard posts are always manned during the time required, the Service Provider shall maintain and make available guard relievers or replacements when the need arises, such as, in case of absence, but in case of shortage of relievers, the Service Provider shall have the option to extend the working hours of any guard or guards present at the premises to cover temporarily the post of the absent guard at no cost to JJWC provided that in the event of such extension, the total working hours of the guard shall not extend beyond twenty-four (24) hours for any single tour of duty	
	5. The Service Provider shall be responsible for compliance with Republic Act No. 5487 (Private Security Agency Law), as amended, and shall be solely liable for any claim made by the guards assigned to the premises under the Labor Code of the Philippines, Social Security Law, various Presidential Decrees on Allowances and Wage Orders, all their Implementing Rules and	

	Regulations which are presently existing or which may hereafter be promulgated by governing authorities	
	Performance Responsibilities of the Service Provider	
	1. The Service Provider shall assign their guards' duties on rotation basis following their duty schemes to avoid familiarity and shall furnish JJWC a monthly report of incidences and observations affecting office security and all related matters.	
	2. The Service Provider shall assume full responsibility for any loss, damage, personal injury or death due to theft, robbery, pilferage, trespass, misconduct or connivance of the guards and other unlawful acts which JJWC, its employees, clients and any other persons may suffer during watch hours of detailed security guards, provided that it shall have been established after due investigation that said loss, damage, personal injury, or death, was principally due to the negligence or fault of the guards. The investigation shall be conducted by the Committee constituted under paragraph 8 hereof and shall be completed within forty-eight (48) hours.	
	3. The Service Provider shall assume complete responsibility and liability for any loss or damage or injury to JJWC properties, its employees, guests, third persons and their properties which have been duly turned over and received by the Service Provider; or its authorized representative except in case of force majeure or fortuitous events or under the following circumstances: in case where the loss or damage occurs inside a closed office and/or storage room into which the Service Provider or its agents have no access, the Service Provider shall not be liable except when it is shown that the door or any part of the building/facility or office was forcibly opened and that such loss or damage is reported to the Service Provider within 24 hours from the discovery thereof. The Service Provider shall not be liable when the item/s reported lost were small and can easily be hidden inside the pocket and where JJWC had not expressly required and authorized the searching of all personnel and personnel's vehicles and/or visitor/s who enter and leave the establishments and premises.	

	<p>4. The Service Provider shall agree to hold JJWC, its officers and employees free and harmless from any accident, damage claims or suit of whatever nature that may be brought or filed by any of JJWC's guests or customers arising from the operation of the security services. In the event that JJWC is held liable for any such accidents, loss, claim or damage by court or administrative action or other proceedings, the Service Provider shall reimburse JJWC for such loss, claim or damage which JJWC may be required to pay, in addition to such reasonable amount of attorney's fees and other costs and expenses incurred by JJWC in defending itself.</p>	
	<p>5. The Service Provider's guards are not employees of JJWC and as such, JJWC shall not be responsible for any claim for personal injury or damage including death caused to any of the guards or to any third party where such injury or death arises out of or sustained in the course of the performance of guard duties by said guards.</p>	
	<p>6. The Service Provider shall faithfully serve the interest of JJWC in rendering services and shall not, during the period of the service contract, or any time thereafter, use or disclose to any unauthorized person, firm or entity, any information, derogatory or otherwise, concerning the business affairs of JJWC, or any information which the members of the security force of the Service Provider may have acquired by reason of their assignment to JJWC. In case of commission of dishonest acts perpetrated by Security Service personnel directly against JJWC, regardless of value, the same shall be a ground for outright contract termination, forfeiture of appropriate bond and exclusion from joining future bidding.</p>	
	<p>7. In the event that JJWC, its employees and/or guests suffer any loss or damage to property, or in the event that any of JJWC's employees, guests or any other persons legitimately within JJWC premises suffer physical injury or death, JJWC shall inform the Service Provider thereof within forty-eight (48) hours from the occurrence of the incident. In case of loss or damage to property, the notice to the Service Provider shall include, whenever possible, an enumeration of the items lost or damaged, together with their corresponding values. The JJWC shall have the right to withhold or suspend payments due to the Service Provider and/or automatically deduct from any amount due to the Service Provider that value of such</p>	

	loss or damage.	
	8. In the event of controversy or disagreement between JJWC and the Service Provider regarding liability for the loss, damage, physical injury or death referred to in the preceding paragraphs hereof, both shall constitute a Committee, which shall be composed of four (4) members. The JJWC and the Service Provider shall each appoint two (2) members. The decision of the Committee shall be binding on the parties, unless, within a period of thirty (30) days from receipt of such decision, a party shall institute the proper legal proceeding relating to the dispute.	
	Terms of Payment:	
	1. Payment for the security services rendered shall be made by JJWC on a monthly basis and shall be paid ten (10) working days after receipt of the Service Provider's statement of account supported by copies of applicable attendance summary, payroll, and proofs of remittance on SSS, PhilHeath, Pag-IBIG, ECC, etc. in favor of the guards.	
	2. The Service Provider shall likewise pay The Service Provider shall likewise pay their guards in cash not later than the 25 th day following the services rendered from 1 to 15 of the month and not later than the 10 th day of the succeeding month for services rendered from 16 to the end of the month.	
	3. Payment for overtime and night differential pays to security guards by the Service Provider shall strictly follow the PADPAO rates including all other direct amounts to be paid to the guards.	
	4. Ammunitions spent for legitimate warning shots and expenses for repair of the Service Provider's equipment due to fair wear and tear without the contributory fault or negligence of the guard shall be at the account of the Service Provider.	
	5. The number of security guards the Service Provider shall post may decrease or increase at the discretion of JJWC when the exigency of the service so requires or when the situation demands, subject to corresponding decrease or increase in payment in reasonable proportion to the contract cost on a	

	daily or monthly basis.	
	Qualification of Guards	
	1. All security guards shall possess the qualifications prescribed in Section 5 of Republic Act No. 5487, Presidential Decree No. 11 dated 03 October 1972 and Presidential Decree No. 11-A dated January 1973 as well as the Implementing Rules and Regulations promulgated by the Philippine National Police.	
	2. The Service Provider shall, prior to actual posting of guards, submit to JJWC the Biodata, NBI Clearance, Medical Record, PNP License and Behavior Analysis Report (Neuro-Psychological Exam) of each guard who will be assigned to JJWC.	
	3. The JJWC shall have the right to refuse any employment and/or substitution of any guard prior to the assignment or during his/her tour of duty.	
	Supervision and Administration of Guards	
	1. Security guards shall be hired by the Service Provider itself and the service contract shall not be deemed in any way to constitute a contract of employment between JJWC and any of the security guards hired by the Service Provider but merely as a contract specifying the conditions under which the security guards of the Service Provider shall render services to JJWC.	
	2. The discipline and administration of the guards shall conform to RA 5487 and its Implementing Rules and Regulations. Upon loss of confidence and without liability whatsoever on the part of JJWC, any of the guards assigned by the Service Provider may be changed immediately upon written request to that effect by JJWC to the Service Provider.	
	3. The JJWC shall have the right to assign a security officer as overall supervisor over the Service Provider's guards at any time in order to determine the quality and acceptability of the service being performed by the guards and to	

	give policy instructions through designated Service Provider's representative on the proper safeguarding and protection of persons, places and things covered by the agreement.	
	4. For ready reference, the Service Provider shall provide JJWC copies of unexpired licenses such as agency license, firearms license, individual security guard's license and any related licenses as far as security contracting is concerned.	
	5. The JJWC agrees to notify the Service Provider of any deficiency in the performance of guards' duties. The Service Provider shall take appropriate steps to correct the defects.	
	Minimum Qualification of Service Provider	
	<p>The Service Provider must:</p> <ol style="list-style-type: none"> 1. Be duly licensed to operate under the provisions of Republic Act No. 5487 (Private Security Agency Law), as amended. 2. Have been engaged in the business for the past fifteen (15) years, reckoned from the date of opening of bids; 3. Have at least two (2) completed contract with a government agency/corporation/ office for the past three (3) years. 4. Have at least one hundred (100) security guards deployed per year from 2019 to 2021. 	
	Extended Scope of Services	
	<p>The Service Provider must also:</p> <ol style="list-style-type: none"> 1. Have a good reputation as attested to by at least three (3) previous/current clients or certification of at least satisfactory service. 2. Assign at least one (1) designated contact person or detachment commander/head guard to oversee deployment/posting, supervise the administration/management and monitor the day-to-day activities of the security guards. 3. Ensure that all assigned guards are at all times vigilant, honest, dependable, have no derogatory records and aware of their security and safety functions to protect the image of JJWC, and shall 	

	<p>also comply with existing JJWC internal rules and guidelines such as child protection policy, smoke-, alcohol- and drug-free work environment, no gift policy, no noon break policy, anti-red tape policy, no deal with the tobacco industry, among others.</p> <p>4. Provide utmost assistance to the JJWC Management in the implementation of safety and health measures in the workplace for the infection prevention and control of COVID-19 and other emerging infectious diseases.</p>	
	<p><u>Security Operations Equipment and Supplies:</u></p> <p>1. Communication:</p> <p>a. Two (2) units brand new and NTC-licensed portable two-way radio transceivers usable between the two (2) given premises, with spare battery packs and battery chargers.</p> <p>2. Surveillance and Logistics:</p> <p>a. Supply, installation, configuration, troubleshooting and maintenance of CCTVs, viz:</p> <p>i. <u>JJWC Main Office and Matimtiman Property:</u> At least one (1) set CCTV equipment each consisting of: one (1) unit 15” LED TV monitor; one (1) unit 4- to 8-channel DVR equipped with two (2) units 1TB internal hard disk drives; and at least four (4) units CCTV cameras.</p> <p>ii. <u>CCTV Operations:</u> The control and operation of the CCTV equipment shall primarily be the responsibility of the JJWC Finance and Administrative Division-General Services Section. Appropriate assistance shall be provided by the Service Provider in the retention or archiving of video recordings, including immediate repair and maintenance of the equipment.</p> <p>iii. <u>Ownership of CCTVs:</u> The CCTVs shall be owned by the Service Provider, who has the option to donate such equipment to JJWC at the end of the contract term duly covered by Deed of Donation and Acceptance.</p>	

	<ul style="list-style-type: none"> b. Stand-by provision of one (1) unit electric bicycle (e-bike) for roving and response purposes. c. On-call provision of ambulance during emergency transport of JJWC personnel to visitors and clients in case of sudden illness or traumatic injury at the workplace <p>3. Office Supplies:</p> <ul style="list-style-type: none"> a. Logbooks (10 books) and ball pens (20 pcs.) b. Basic first aid kits 	
	<p><u>Agency Fee:</u></p> <p>The administrative overhead and margin to be charged by the Service Provider shall not be more than Twenty Four and Nineteen Thousandths Percent (24.019) of the total amount to be paid to the guard and to the government.</p>	
	<p><u>Other Conditions:</u></p> <ol style="list-style-type: none"> 1. The terms and conditions herein set forth shall be deemed automatically modified by the applicable provisions of any subsequent law or decree, specifically with reference to an increase in the minimum wage, mandatory contributions, and grant of statutory occupational benefits to the workers by the Government, using the fixed Agency Fee percentage as the basis for recomputation of contract cost. 2. The Service Provider shall be willing to execute an undertaking that it shall directly remit monthly the employer's share and employee's contribution to SSS, ECC, PhilHealth and Pag-IBIG. As a proof thereof, the Service Provider shall also submit a quarterly report of its monthly remittances to SSS, PhilHealth, Pag-IBIG, etc. 3. The Service Provider shall prepare and submit a security plan to safeguard human and physical resources and contingency plan for various risks such as fire, earthquake, flood and typhoon, theft, terrorism, sabotage, trespassing, hostage situation, bomb threat, coup d'état, demonstrations/mass actions, pandemic, etc. in accordance with the minimum requirements of JJWC. 	

	<p>4. The Service Provider shall submit related weekly activity reports as may be required by JJWC for the effective and efficient implementation and monitoring of security protocols and existing measures.</p> <p>5. The Service Provider shall maintain a satisfactory level of performance at the minimum throughout the term of the agreement, subject to assessment or evaluation by JJWC at the end of each quarter. The JJWC may pre-terminate the contract for failure by the Service Provider to perform its obligations based on the prescribed set of performance criteria upon thirty (30) days prior written notice to the Service Provider.</p> <p>6. Written letters and formal inquiries to one party shall be promptly responded to by the other party on emerging concerns affecting both parties.</p> <p>7. The Service Provider shall be willing to absorb four (4) security guards presently assigned at JJWC at the option of said guards.</p>	
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I hereby certify to comply and deliver all the above requirements.

Name of Company : _____

Signature of Authorized Representative : _____

Name of Authorized Representative : _____

Designation : _____

Date : _____

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Capacity (NFCC); .

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Schedule(s) (please refer to Annex A for the copy of the Cost Distribution Form).

ANNEX A

**PROCUREMENT OF SECURITY SERVICES FOR THE JJWC NATIONAL
SECRETARIAT FOR FEBRUARY TO DECEMBER 2024**

ITB NO. ITB-FAD-23-12-002

ABC: Php 2,243,098.00

COST DISTRIBUTION FORM

NUMBER OF DAYS PER WEEK	7 DAYS
NUMBER OF DAYS PER YEAR	394.4
NUMBER OF WORK HOURS PER DAY	12 HOURS
DAILY WAGE	610.00
AMOUNT PER GUARD PER MONTH	
AVERAGE PAY/MONTH (DW X NO. OF DAYS PER YEAR /12)	20,048.67
NIGHT DIFFERENTIAL PAY (AVERAGE PAY/MONTH X 10% /2)	1,002.43
13TH MONTH PAY (DW X 365 / 12 / 12)	1,546.18
5 DAYS INCENTIVE PAY (DW X 5 / 12)	254.17
UNIFORM ALLOWANCE	100.00
OVERTIME PAY (4 HOURS PER DAY)	<u>12,696.39</u>
	Php 35,647.84
AMOUNT TO GOVERNMENT IN FAVOR OF GUARDS	
RETIREMENT BENEFIT (DW X 22.5 / 12)	1,143.75
SSS PREMIUM (JANUARY 2023)	1,900.00
SSS-WORKERS' INVESTMENT SAVINGS PROGRAM (WISP)	950.00
PHILHEALTH CONTRIBUTION (JANUARY 2022)	400.97
STATE INSURANCE FUND	30.00
PAG-IBIG FUND	<u>100.00</u>
	Php 4,524.72

A. TOTAL AMOUNT TO GOVERNMENT (TAGG)	Php 40,172.56
B. AGENCY FEE PERCENTAGE (NOT MORE THAN 24.019%)	(____%)
B1. AGENCY FEE AMOUNT (TAGG x RATE OF AGENCY FEE)	Php _____
C. VALUE ADDED TAX (AGENCY FEE AMOUNT x 12%)	Php _____
MAXIMUM CONTRACT RATE PER MONTH (MCR/Mo. = A + B1 + C)	Php _____
NUMBER OF MONTHS (FEBRUARY 01, 2024 TO DECEMBER 31, 2024)	11
NUMBER OF GUARDS TO BE DEPLOYED	4
MAXIMUM TOTAL CONTRACT COST (MCR/MO. X NO. OF MONTHS X NO. OF GUARDS)	Php _____

MAXIMUM TOTAL CONTRACT COST IN WORDS:

NAME OF BIDDER:

SIGNATURE OVER NAME OF AUTHORIZED REPRESENTATIVE:

Note:

- In case if discrepancy between the agency fee percentage and agency fee amount, the agency fee amount shall prevail.

