



Republic of the Philippines
Sandiganbayan
Quezon City

PHILIPPINE BIDDING DOCUMENTS

One (1) LOT
Provision of Third-Party Security
Personnel and K-9 Team for the
Sandiganbayan for One (1) Year
(2022-2023)

[Reference: SB-BID02-2022]

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.



Republic of the Philippines
Sandiganbayan
Quezon City

INVITATION TO BID
One (1) LOT
Provision of Third-Party Security
Personnel and K-9 Team for the
Sandiganbayan for One (1) Year (2022-2023)
(Reference No. SB-BID02-2022)

1. The Sandiganbayan, through the General Appropriations Act of 2022, intends to apply the sum of **Six Million Pesos (Php 6,000,000.00) Only, inclusive of 12% Value Added Tax (VAT), being the Approved Budget for the Contract (ABC)** for the payment of the contract for ***One (1) LOT Provision Third-Party Security Personnel and K-9 Team for the Sandiganbayan for One (1) Year (2022-2023) with Reference No. SB-BID02-2022.***
Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Sandiganbayan now invites bids for the above Procurement Project. **Commencement of the services shall be fifteen (15) days after the receipt by winning bidder of the Notice to Proceed (NTP).** Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the Sandiganbayan and inspect the Bidding Documents at the address given below from 9:00 A.M to 4:00 P.M.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **January 21, 2022** at the Legal Research and Technical Staff, 2/F, Sandiganbayan Centennial Building, Batasan Road, Quezon City, or at <https://sb.judiciary.gov.ph/> and upon payment of the applicable fee of **Five Thousand Pesos (PhP5,000.00)** , pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either through personal, facsimile, or electronic means.
6. The Sandiganbayan will hold a **Pre-Bid Conference on January 31, 2022,¹ 10:00 A.M.** which shall be open to all prospective bidders through the zoom videoconference platform, with details as follows:
Dashell Yancha-Po is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/86123711902?pwd=d3E4UExwRmo2VzZkMHBVSE1wbUdiQT09>

Meeting ID: 861 2371 1902

Passcode: 088724

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **February 14, 2022, 9:30 A.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 **February 14, 2022, 10:00 A.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 *Sandiganbayan* 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. **All bidders and/or their duly authorized representatives must present a NEGATIVE antigen/PCR test medical clearance taken within the last forty-eight (48) hours prior to the scheduled bidding activities. Only one (1) representative of the bidder will be allowed entry into the Sandiganbayan Centennial Building.**

¹ In case any of the above dates is declared a non-working day by a competent national or local government office, the corresponding procurement activity shall be moved to the next working day.

12. For further information, please refer to:

Atty. Dashell C. Yancha-Po
Head, BAC Secretariat
Legal Research and Technical Staff
sbbacsecretariat@gmail.com

[Signed]
Atty. Ma. Teresa S. Pabulayan
Chairperson, BAC

January 20, 2022.

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, Sandiganbayan wishes to receive Bids for **One (1) LOT Provision of Third-Party Security Personnel and K-9 Team for the Sandiganbayan for One (1) Year (2022-2023)** with *Reference No. SB-BID02-2022*.

The Procurement Project is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2022 in the amount of **Six Million Pesos (Php 6,000,000.00) only, inclusive of 12% Value Added Tax (VAT)**.

2.2. The source of funding is:
NGA, the General Appropriations Act or Special Appropriations.

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 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:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at the Sandiganbayan Centennial Building and/or through videoconferencing/webcasting 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 **five (5) 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 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 one hundred twenty (120) calendar days from the date of the Bid Opening. 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

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.

- 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.

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

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

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

- 19.4. The Project shall be awarded as **Option 1**:

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

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

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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>a. Those projects related to the provision of security services</p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<p>Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity. N/A</p>
12	<p>The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project. N/A</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>a. The amount of not less than <i>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>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>
15	<p>Bidders shall submit one (1) original and one (1) certified true copy of their bids.</p>
19.3	<p>The award is for one (1) Lot Provision of Third Party Security Personnel and K-9 Team for the Sandiganbayan for One (1) Year (2022-2023) with an ABC of Six Million Pesos (PhP 6,000,000.00) only, inclusive of 12% Value Added Tax (VAT).</p>
20.2	<p>For purposes of post-qualification, the Procuring Entity requires the Bidder with Lowest Calculated Bid (LCB) to submit the following documentary requirements:</p> <ol style="list-style-type: none"> 1. Latest Income and Business Tax Returns; 2. Latest Quarterly Income Tax Payment for the year filed through the BIR Electronic Filing and Payment System (eFPS), if applicable; 3. Latest Quarterly VAT payment for the year also filed through the BIR eFPS, if applicable; 4. Original Copy of the Notice of Award or Notice to Proceed, or any such other proof of award of all ongoing contracts declared in the Statement of All On-

	<p>Going Government & Private Contracts (Including Contract Awarded But Not Yet Started);</p> <p>5. Proof of SSS, PhilHealth and Pag-ibig membership including receipts of latest remittances to said agencies;</p> <p>6. Certificate of Satisfactory Performance from at least two (2) clients (private or government entity) of the bidder within the past two (2) years;</p> <p>7. Such other legal requirements as may be deemed relevant to the project.</p> <p><i>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</i></p>
21.2	The SB BAC reserves the right to require additional contract documents relevant to the Project.

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

- 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

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	<p><u>AS MAY BE APPLICABLE:</u></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Sandiganbayan Centennial Building, Commonwealth Ave., Quezon City.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- 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. *Any other additional incidental service requirements, as needed.*

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 Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

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

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

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 No.	<i>Description</i>	<i>Quantity</i>	<i>Delivered, Weeks/Months</i>
1	Provision of Third-Party Security Personnel and K-9 team	One (1) Lot	Provision of security services within fifteen (15) days upon receipt of the Notice to Proceed (NTP)

I hereby certify to complete and deliver all of the above requirements:

Name of Company/Bidder

**Signature over Printed Name
of Representative**

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.

One (1) LOT
Provision of Third-Party Security
Personnel and K-9 Team for the
Sandiganbayan (2022-2023)

TERMS OF REFERENCE

The *Sandiganbayan* invites all qualified bidders to participate in the public bidding for the procurement of Third-Party Security Services and One (1) K-9 Team for the *Sandiganbayan* for One (1) Year which has an Approved Budget for the Contract (ABC) of **SIX MILLION PESOS (Php6,000,000.00)**, inclusive of all applicable taxes and fees.

A. The prospective bidders shall comply with the following technical specifications and terms and conditions of the project:

1. To provide **Twenty-two (22) Security Guards and One (1) K-9 Team**, who shall monitor and guard the areas occupied by the *Sandiganbayan* on an 8 hour- work per day schedule;
2. To perform the following:
 - a. Guard and protect *Sandiganbayan* properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person as well as maintain peace and order within *Sandiganbayan* premises;
 - b. Protect *Sandiganbayan* justices, officials, employees, guests and visitors within *Sandiganbayan* premises from assault, harassment, threat or intimidation, and other criminal acts;
 - c. Enforce and implement all applicable *Sandiganbayan* rules and regulations, standard operating procedure and other issuances relative to the maintenance of safety and security of the Court;
 - d. Inspect all carry-on baggages and packages that enters—the *Sandiganbayan* premises;
 - e. Conduct random physical inspection of people entering and exiting the Court’s premises, as warranted;
 - f. Participate in the emergency preparedness drills;

- g. Work with the *Sandiganbayan* organic security personnel through constant coordination and dissemination of information beneficial to both parties in performance of respective duties and responsibilities; and
 - h. To perform such other duties and functions as may be required by the *Sandiganbayan*.
- B. The service provider/contractor shall provide the *Sandiganbayan* with specified number of qualified, competent, uniformed, armed, and medically certified COVID-free security guards who possess the following qualifications:
 - 1. Must be a Filipino Citizen;
 - 2. Must have finished first year college;
 - 3. The Shift Supervisor must have at least one (1) year of relevant work experience as security officer;
 - 4. The rest of the security guards must have at least 3 years relevant experience as security guard;
 - 5. Must be physically and mentally fit and not less than 25 or more than 45 years of age;
 - 6. Must have no pending criminal case filed in court or any police record involving criminal acts;
 - 7. Must be duly licensed and properly screened and cleared by the PNP, NBI, and other government offices issuing clearances for employment. For this purpose, the service provider shall present the result/s of the neuro-psychiatric test of the prospective security guards; and
 - 8. Must pass the interview conducted by the *Sandiganbayan*.
- C. The service provider/contractor shall assign a Shift Supervisor from among the security guards on duty;
- D. The service provider/contractor shall have its own policies on coronavirus prevention and shall maintain regular coronavirus testing of its security guards assigned to the *Sandiganbayan*. Should anyone of its security guards be required to go under quarantine, a shiftmate may be requested to provide assistance outside of his or her regular working hours until a replacement is ready for deployment, provided, however, prior written approval has been obtained from the Chief Judicial Staff Officer, Security and Sheriff Services Division;
- E. The service provider/contractor shall provide the *Sandiganbayan* with certified photocopies of the 201 files of all security personnel deployed in the *Sandiganbayan* premises;

F. The service provider/contractor shall equip its personnel with gears, devices, and other tools necessary to proficiently perform their daily tasks, including but not limited to the following:

1. One (1) licensed handgun per guard on-duty;
2. One (1) licensed shotgun per shift;
3. One (1) licensed handheld two-way radio per guard on-duty;
4. One (1) base radio with at least 45 watts power capacity;
5. One (1) handcuff per guard on-duty;
6. One (1) LED flashlight per guard on-duty;
7. One (1) first aid kit per guard on-duty, containing band aid, alcohol pad, betadine, ammonia, gauze pad (small), bandage scissors, micropore tape/transpore surgical tape;
8. At least two (2) handheld metal detectors;
9. At least four (4) traffic vests for guards at the gates and parking area;
10. At least four (4) raincoats and four (4) big umbrellas;
11. One (1) desktop computer with printer for security use;
12. One (1) vault for storage of firearms, radios, etc.; and
13. At least one (1) water dispenser.

G. The service provider/contractor shall deploy its Twenty-two (22) security personnel according to the following schedule and post assignment:

Post Assignment	8 Hrs 5 DAYS			8 Hrs 7 DAYS			Total Guards
	0600H-1400H	1400H-2200H	2200H-0600H	0600H-1400H	1400H-2200H	2200H-0600H	
<i>Sandiganbayan Centennial Building, Commonwealth Ave. cor. Batasan Rd., Quezon City</i>							
Gate 1				1	1	1	3
Gate 2				1	1	1	3
Lobby				1	1	1	3
Backdoor	3	1		1	1	1	7
Boom	1	1					2
Parking	1						1
	5	2	0	4	4	4	19

Post Assignment <i>Sandiganbayan</i> Courthouse and Living Quarters, Dominican Hill, Baguio City	8 Hrs 7 DAYS			Total Guards
	0600H-1400H	1400H-2200H	2200H-0600H	
Gate (single post)	1	1	1	3

- H. The service provider/contractor shall ensure the availability of relievers so that no security guard will render two (2) successive duties in one day;
- I. The service provider/contractor shall have a gender sensitivity policy. Shifts for female guard/s should always be made available.
- J. The service provider/contractor shall provide **One (1) K9 Team** with explosive detection capabilities to complement the day shift in the *Sandiganbayan* Centennial Building from 8 A.M. to 5 P.M. every day, including Sundays and holidays. This special services must pass the following criteria:
1. Must have a License to Operate; and
 2. Must be accredited with or recognized by AFP, PNP or other law enforcement units.
- K. Deployment of guards during Regular and Non-working holidays, including the observance of Quezon City Day, shall have the same number of personnel on duty as that of Sunday;
- L. The service provider/contractor shall supply, install, maintain, and ensure the continued operational capability of a **Digital Visitor Management System** in the *Sandiganbayan* Centennial Building in Quezon City. The system features should include intelligent face recognition device. Displaying and collecting of information should be compliant with the data privacy rules. Computer requirements for this purpose should include the following:
1. Two (2) desktop pc with Intel® Core™ i7 Processor;
 2. Motherboard compatible with above processor with built in Intel HD Graphics cards;
 3. At least USB 3.0;
 4. Minimum RAM 16GB;
 5. Storage 1 Tb Hard disk drive;
 6. Optical Drive DVD Multi Disk Writer;
 7. Ethernet port/Wi-Fi Capable;

8. Medium Tower Casing;
 9. Minimum 750 watts true rated power supply unit;
 10. At least 21.5 inch HD LED Monitor; and
 11. At least 4 Megapixels Webcam with software for image capture.
- M. Upon termination of contract, the service provider/contractor shall surrender to the *Sandiganbayan*, for its disposition, the hard drives, together with the computer program/application/software, used to record visitors' information and videos;
- N. Due to exigencies of the service, *Sandiganbayan* reserves the right to require additional security guards compensable in accordance with the provisions of the Labor Code;
- O. During the post-qualification proceedings for the winning service provider/contractor, the latter must submit two (2) client satisfaction ratings from either a government agency or a private corporation with whom the contractor has a past or on-going contract;
- P. The *Sandiganbayan* shall have the sole option to cancel/terminate the contract at any time for violation of any of the terms and conditions thereof and/or, if in its judgment, the service rendered is substandard and/or unsatisfactory;
- Q. The contract may likewise be terminated by the Sandiganbayan conformably with Item III (B)³ of Annex "I" of the 2016 Revised Implementing Rules and Regulations of Republic Act (R.A.) No. 9184 when the circumstances so warrant, *e.g.*, filling up of the twenty-one (21) newly created security guard positions pursuant to the *Resolution* dated March 16, 2021 of the Supreme Court in A.M. No. 18-03-05-SB;
- R. The contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria, which shall include, among others: (i) quality of service delivered; (ii) management and suitability of personnel, and (iii) submission of monthly reports;
- S. Before the contract period expires, the *Sandiganbayan* shall conduct an assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria prescribed by the *Sandiganbayan*;

³ Termination for Convenience

- T. The service provider/contractor shall provide its company firing range or any third-party firing range, free of charge, to the *Sandiganbayan* security personnel at least twice during the period of the contract; and
- U. The service provider/contractor must submit an accomplished Cost Distribution Form found in Annex "A" of this Bidding Document.

Statement of Compliance

Item	Specification	Statement of Compliance
1	Technical specifications and Terms of Reference stated in Items A-U, Section VII of herein Bidding Documents.	
2	Schedule of Requirements provided for under Section VI of herein Bidding Documents.	

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

- (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.

FINANCIAL COMPONENT ENVELOPE

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



REPUBLIC OF THE PHILIPPINES
SANDIGANBAYAN
 QUEZON CITY

COST DISTRIBUTION FORM

Item	Particulars			Amount
For QUEZON CITY				
<u>Basic Wage/Integration of COLA: PhP 537.00⁴</u>				
A	<i>Reimbursable Cost</i>	Day Shift	Night Shift	
	<i>1. Average Monthly Wage per Security Personnel</i>			
	a. Basic Wage			
	b. COLA ⁵			
	c. 13 th Month Pay			
	d. Service Incentive Leave Pay (5days)			
	e. Night Differential Pay			
	<i>2. Monthly Contributions Paid Directly to Government per Security Personnel</i>			
	a. Retirement Benefit			
	b. SSS premiums			
	c. PHILHEALTH Premiums			
	d. State Insurance Fund			
	e. Pag-ibig Fund Contributions			

⁴ Wage Order No. NCR-22, accessed at <https://nwpc.dole.gov.ph/wp-content/uploads/2018/06/reg-ncr-wo-22.pdf>

⁵ Refer to DOLE Wage Order No. RBCAR-19 issued on July 20, 2018.

For BAGUIO CITY**Basic Wage/Integration of COLA: PhP 350.00⁶**

B.	Reimbursable Cost	Day Shift	Night Shift	
	<i>1. Average Monthly Wage per Security Personnel</i>			
	a. Basic Wage			
	b. COLA ⁷			
	c. 13 th Month Pay			
	d. Service Incentive Leave Pay (5 days)			
	e. Night Differential Pay			
	<i>2. Monthly Contributions Paid Directly to Government per Security Personnel</i>			
	a. Retirement Benefit			
	b. SSS premiums			
	c. PHILHEALTH Premiums			
	d. State Insurance Fund			
	e. Pag-ibig Fund Contributions			
C.	<i>K-9 Services</i>			
D.	<i>Administrative Overhead per Security Personnel⁸</i>			
E.	<i>Value Added Tax (VAT)</i>			

⁶ Refer to DOLE Wage Order No. RBCAR-20 issued on October 1, 2019.

⁷ Refer to DOLE Wage Order No. RBCAR-19 issued on July 20, 2018.

⁸ In the determination of the cost for administrative overhead per security personnel, the Procuring Entity follows the position of GPPB, as contained in its Resolution No. 14-2012, and reiterated through Resolution No. 14-2015 and Circular No. 04-2015, both dated 30 April 2015.

	Total Monthly Rate per Security Personnel			
	TOTAL CONTRACT RATE			PhP

Amount in Words: _____

Authorized Representative
(Signature above Printed Name): _____

Date _____