



DEPARTMENT OF FOREIGN AFFAIRS

BIDS AND AWARDS COMMITTEE

**Name of the Project:
Procurement of Security Service For
The Department of Foreign Affairs
(April-October 2023)**

**Approved Budget for the Contract:
Seventy Four Million Nine Hundred Sixteen Thousand Two
Hundred Ninety Eight Pesos and Three Centavos
(PhP 74,916,298.03)**

PB-GS-05-2023

**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.



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

**Invitation to Bid for the Procurement of Security Service for
The Department of Foreign Affairs (April to October 2023)**

1. The Department of Foreign Affairs, through the authorized appropriations under the FY 2023 General Appropriations Act, 2022 General Appropriations Act, and Passport Revolving Fund, intends to apply the sum of Seventy Four Million Nine Hundred Sixteen Thousand Two Hundred Ninety Eight Pesos and Three Centavos (PhP 74,916,298.03) only, being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Security Service for The Department of Foreign Affairs (April to October 2023). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Foreign Affairs now invites bids for the “Procurement of Security Service for The Department of Foreign Affairs (April to October 2023)”, described as follows:

Lot No.	Project Specification	Approved Budget for the Contract (PhP)	Non-refundable Bid Fee (PhP)
1	<i>Procurement of Security Service for The Department of Foreign Affairs (April to October 2023)</i>	PhP 74,916,298.03	PhP 50,000.00

3. The Department of Foreign Affairs now invites bids for the above Procurement Project. Delivery of the Goods is stated on the Technical Specifications. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
4. 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

Prospective Bidders may obtain further information from the Department of Foreign Affairs and inspect the Bidding Documents at 2330 Roxas Boulevard, Pasay City, 1300 from 8:00 a.m. to 5:00 p.m.

5. A complete set of Bidding Documents may be acquired by interested Bidders on 08 March 2023 from the Office of the BAC Secretariat and at:
<https://dfa.gov.ph/transparency-dfa/procurements>.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.


6. The DFA-BAC has scheduled the following activities for the said Project:

Pre-bid	Deadline for Submission and Receipt of Bids	Bid Opening	Post-Qualification
15 March 2023, Wednesday, 2:00 P.M.	29 March 2023, Wednesday, 12:00 P.M.	29 March 2023, Wednesday, 1:30 P.M.	31 March 2023, Friday, 1:30 P.M.
Venue: Bids and Awards Committee (BAC) Conference Room, 12th Floor, DFA Main Building, Roxas Boulevard, Pasay City and Online Video Conference			

The DFA-BAC will hold a Pre-Bid Conference on the above-stated date, which shall be open to all interested bidders.

7. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through physical submission, facsimile, or email submissions.
8. Bids must be duly received by the BAC Secretariat at the address below on or before 29 March 2023, Wednesday, 12:00 P.M. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on 29 March 2023, Wednesday, 1:30 P.M. at the given address below and/or via *BAC Video Conferencing*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity through online video conference. Late bids shall not be accepted.
11. The Department of Foreign Affairs reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:
 DFA-BAC Secretariat
 Department of Foreign Affairs
 12th Floor, DFA Main Building,
 2330 Roxas Boulevard, Pasay City 1300
 Tel. No. 834-4060 or 834-4823; Fax no. 831-9584
 Email address: **bac.secretariat@dfa.gov.ph**
13. You may visit the following websites:
 For downloading of Bidding Documents:
<https://dfa.gov.ph/transparency-dfa/procurements>

07 March 2023,
Pasay City



CHARLIE P. MANANGAN
 Assistant Secretary and BAC 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, Department of Foreign Affairs, wishes to receive Bids for the Procurement of Security Services for the Department of Foreign Affairs (April to October 2023) with identification number PB-GS-05-2023.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for the FY 2022 General Appropriations Fund (GAF), FY 2023 GAF, and Passport Revolving Fund in the amount of Seventy-Four Million Nine Hundred Sixteen Thousand Two Hundred Ninety-Eight Pesos and Three Centavos (PhP 74,916,298.03) only.

2.2. The source of funding is:
a. OAMSS FY 2023 MOOE for Security Services;
b. FY 2022 Continuing Appropriations for Security Services; and
c. OCA Passport Revolving Fund.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and

comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 on 15 March 2023, Wednesday, 2:00 P.M., through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**. Kindly email the BAC Secretariat at bac.secretariat@dfa.gov.ph for the link of the videoconference.

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.

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:
- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 27 July 2023. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

¹ 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.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

- 20.2. 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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	<i>No further additional provisions</i>
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than One Million Four Hundred Ninety Eight Thousand Three Hundred Twenty Five Pesos and Ninety Six Centavos (PhP 1,498,325.096) only, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Three Million Seven Hundred Forty Five Thousand Eight Hundred Fourteen Pesos and Ninety Centavos (PhP 3,745,814.90) only if bid security is in Surety Bond.
15	<i>Bidders shall submit One (1) Original and Two (2) copies of their Bids</i>
19.3	<i>Only one lot</i>
20.2	The Bidder shall submit the required licenses and permits as stated in the Technical Specifications.
21.2	The DFA-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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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.

7. No Employer-Employee Relationship

This Contract does not establish any employer-employee relationship between the DFA, the Contractor, being an independent contractor, and the latter's employees, agents, representatives, or subcontractors.

8. Indemnity

The Contractor shall hold the DFA free and harmless from, and hereby binds and obligates itself to indemnify the DFA for, any and all liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Contract, due to the fault, negligence, act, omission, delays, conduct, breach of trust, or non-observance or violation of any provision of this Contract by the Contractor and/or of its employees, agents, representatives, or sub-contractor.

9. Confidentiality

Except as required by law or pursuant to prior written consent, the Contractor agrees to keep confidential and not disclose any information or document of the DFA or which

the DFA designated the information as confidential. The Contractor shall take all reasonable steps to ensure its employees, contractors, agents and advisers comply with this clause. This clause shall survive the termination of this Contract.

10. Force Majeure

The DFA and the Contractor shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lock outs, labor disputes, material shortages, riots, war, governmental regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligation of the DFA and the Contractor insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Contract.

11. Data Privacy Act

The Contractor and its personnel are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the DFA. In addition, the Contractor and its personnel shall be responsible for the destruction of all the data secured from the DFA after the termination of this Contract.

12. Assignees and Successors

This Contract shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Contractor shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the DFA.

13. Third Party Contracts

Any other contract or agreement entered into by the Contractor and a third party for the implementation of this Contract, shall be exclusively between such parties, to the exclusion of the DFA. The Contractor warrants that it shall hold free and harmless the DFA from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the project.

14. Waiver of Rights

No failure, omission or delay of any of the Parties in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Contract shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

15. Dispute Resolution and Venue of Action

The Parties shall exert their best efforts to amicably resolve and settle in good faith

any dispute arising out of or in relation to this Contract through negotiations. In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential.

The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this Agreement shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

16. Amendment

Any amendment of the Contract shall be mutually agreed upon by the Parties in writing.

Should the DFA require additional security guards and equipment to be provided by the Contractor, such increase shall be subject to a written agreement of the Parties and in accordance with existing procurement laws and government accounting and auditing rules and regulations.

17. Separability Clause

The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions.

If any term or condition of this Contract is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

18. Governing Law

The validity and interpretation of the terms and conditions of this Contract shall be governed by and construed in accordance with the laws of the Philippines.

19. Entire Agreement

Both Parties acknowledge that this Contract and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof 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><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></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 <i>[indicate name(s)]</i>.</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:</p> <p><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.

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	<p>The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> 1. Payments shall be made within thirty (30) working days upon receipt of the bi-monthly invoice, separated as follows: <ol style="list-style-type: none"> a. DFA Main Building; b. DFA-ASEANA and DFA COs in the NCR; and c. Regional/Provincial DFA COs, and DFA Baguio Cottage. 2. Invoices must contain complete requirements as evaluated by Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD) prior to issuance of List of Due and Demandable Accounts Payable (LDDAP). 3. The bi-monthly invoices shall be submitted within fifteen (15) days from the end of every billing month and shall contain: (1) The fixed billed amount equivalent to 24 equal installments of the Total Contract Price; (2) Adjustments in the billable amount should there be a decrease in the number of security personnel deployed on site as required herein; and (3) Additional services. <p>No additional services, including additional equipment or posting of security personnel, shall be billed without the prior written request of the End User for such services.</p> <p>Adjustments in billings on the basis of the Contractor’s legal obligation</p>

	<p>and compliance with the relevant labor laws and regulations concerning the payment of salaries, allowances, and benefits to its personnel, shall be allowed only upon mutual written agreement of both parties.</p> <p>4. Upon the Contractor's receipt of the payment for the corresponding billing period, no additional claims thereon shall be entertained and any amount not otherwise indicated in its previous billings shall be considered waived. The Contractor shall assume sole liability for any amounts due to its personnel or any third person which has not been accounted for in its previous invoices, as a result of the Contractor's exclusion thereof, for any reason.</p> <p>5. All payments shall be inclusive of all applicable taxes and other lawful charges.</p> <p>6. All taxes withheld shall form part of the amount paid to the Contractor. A Certificate of Tax Withheld shall be issued by the Department to accompany each payment.</p>
4	<p>The inspections and tests that will be conducted are: <i>inspection of goods upon deliver as specified in the Terms of Reference.</i></p>

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.

Technical Specifications

**SECURITY SERVICE FOR THE DEPARTMENT OF FOREIGN AFFAIRS
(April to October 2023)**

I.	<p>BACKGROUND</p> <p>The Department intends to procure for April to October 2023 the security services of a private entity to protect and safeguard its facilities and installations, the persons and properties in its premises against threats and unlawful acts of any person, provide emergency response to mitigate the effects of any natural and man-made crises, and maintain peace and order in its premises.</p>	
II.	<p>OBJECTIVE</p> <p>To provide qualified private security services for the Department from a company that has the necessary manpower, equipment, training, experience, financial resources, and capability to provide the needed protection for the Department’s assets and interests to ensure continuing and unhampered operations and provision of public services.</p>	
III.	<p>TECHNICAL SPECIFICATIONS</p>	<p>STATEMENT OF COMPLIANCE</p>
	<p>A. Qualifications of the Contractor</p> <p>1. The Contractor shall be a corporation or company duly organized and existing under Philippine laws, a member in good standing of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO), and has been duly licensed by appropriate government authorities, including a valid accreditation and License to Operate (LTO) from the PNP-Supervisory Office for Security and Investigation Agencies (SOSIA) for a minimum of five (5) years.</p>	
	<p>2. The Contractor shall have the necessary capability, expertise, equipment, manpower, financial resources and experience to provide the security requirements of the Department and all its offices nationwide including the DFA Main Building, DFA-ASEANA, DFA Consular Offices (COs), and DFA Baguio Cottage, as well as other offices that may be created and/or opened, for the duration of the contract and any extensions thereof.</p>	
	<p>B. Scope of Work</p> <p>The Contractor shall provide the required number and quality of security personnel, equipment, and services, such as, but not limited to, the following:</p> <p>1. Trained and qualified security personnel according to the manpower requirements of the DFA Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage;</p>	

	<ol style="list-style-type: none"> 2. All the necessary paraphernalia and personal protective equipment for every security personnel deployed in the Department and its offices; 3. Install, and ensure proper maintenance of all the pieces of equipment enumerated in the Technical Specifications; 4. Protection of the properties and other proprietary interest of the Department against theft, robbery, arson, trespass, espionage, sabotage, riot, insurrection, destruction or damage, and other wrongful and/or unlawful acts; 5. Implementation of regulations, rules, guidelines and policies laid down by the Department in pursuit of its operations; 6. Regulate the entry of persons, vehicles, deliveries and/or equipment into the DFA Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage utilizing any Visitor Management System (VMS) or other established protocols as required by the Department; 7. Secure the premises from unauthorized persons found loitering or engaging in unauthorized or unlawful activities within the DFA Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage; 8. Report any incident and/or observation that takes place within the DFA Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage; 9. Secure all ingress and egress within the DFA Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage, and inspect and verify all cargoes, goods, and materials coming in and out of the said DFA offices; and 10. Assist and submit spot reports in cases of unauthorized and unlawful activities, and emergency situations such as accidents, fire, typhoons, earthquakes and other natural calamities. 	
	<p>C. Contractor's Obligation</p> <ol style="list-style-type: none"> 1. The Contractor shall render twenty-four hours a day, seven days a week (24x7) services to secure and safeguard the Department's operations and assets, including, but not limited to, furniture, equipment, motor vehicles, cash, documents, personnel and their belongings, as well as visitors and guests within its premises, from threats, hazards, risks, including sabotage, theft, pilferage, robbery, and other unlawful acts. 	

	<p>2. The Contractor shall provide the Department with professional, trained, duly licensed, and bonded security personnel who possess the following qualifications:</p> <ul style="list-style-type: none"> a. Filipino citizen; b. Completed at least seventy-two (72) units of college education; c. Physically, mentally and medically fit, with no pre-existing medical conditions and cleared from any communicable or infectious diseases. d. Not less than twenty-one (21) years of age but not more than fifty-five (55); e. Height of at least 5'4" for male and 5'2" for female uniformed guards and safety guards; f. Weight of at least 110 lbs. or 54.5 kgs but not overweight/obese g. Must have no derogatory record or pending administrative, civil or criminal cases filed against him or her; h. Must have passed the standard neuro-psychiatric test required by the Philippine National Police (PNP); i. Must have passed the drug test conducted by any government forensic laboratories or by any of the drug-testing laboratories accredited and monitored by the Department of Health (DOH) to safeguard the quality of test results; j. Must be courteous, hardworking, and cooperative, and possesses good moral character; k. Must speak and understand the local dialect in the place of assignment; and l. Select security personnel shall be supplied with the appropriate licensed firearms. 	
	<p>3. The Contractor shall ensure that security personnel have undergone within the last six (6) months the following training programs with the corresponding certifications and/or licenses from duly-licensed training facilities or institutions:</p> <ul style="list-style-type: none"> a. Proper customer relations; 	

	<ul style="list-style-type: none"> b. Proper communication and report writing; c. Proper handling of firearms; d. Fire-fighting, search and rescue operations, evacuation, general emergency procedures, and crowd disturbance management (CDM); e. Philippine Red Cross first aid administration; f. CCTV Operators Certification for those security officers assigned for monitoring and controlling of CCTV Cameras in the DFA Main Building, DFA-Aseana, and at DFA Consular Offices. <p>The Contractor shall also ensure that security personnel assigned to the DFA must have undergone pre-licensing training programs for new recruits, and refresher training programs for security personnel with more than one (1) year experience.</p> <p>The Contractor shall submit certified true copies of the certification and/or license issued by the training facilities and institutions.</p>	
	<p>4. The Contractor shall submit, within fifteen (15) days from receipt of the Notice to Proceed (NTP), valid clearances for all its personnel issued by the following: National Bureau of Investigation (NBI), Philippine National Police (PNP), and barangay.</p> <p>The Contractor shall also submit a Medical Certificate including drug test results from Department of Health (DOH) accredited drug testing laboratories and neuro-psychiatric test results.</p> <p>No personnel, including relievers, shall be deployed without valid clearances and medical certificates.</p>	
	<p>5. The Contractor shall, for the duration of the Contract, conduct at least two (2) security risk assessments of all Department facilities, including the DFA Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage. The Contractor shall submit written reports, within one (1) week, after the assessment to the Intelligence and Security Unit (ISU) of the Office of the Secretary (OSEC).</p>	
	<p>6. The Contractor shall provide, at no cost to its personnel, three (3) sets of proper uniforms and paraphernalia, including identification cards countersigned by the company's</p>	

	representative as required under DOLE Labor Advisory No.11 S.2014.	
	<p>7. The Contractor shall also provide logbooks for each security post for use in the reporting of incidents and observations taking place in the security post's area of responsibility. Specific incidents shall be reported to ISU through a memorandum within twenty-four (24) hours from the occurrence of the incident.</p> <p>All logbooks shall be the property of the Department, to be turned over to the Head of ISU upon its completion.</p> <p>The Contractor shall submit a written report on any reported loss, theft, pilferage or illegal act, and any investigation on the same, occurring within the premises, to ISU including the final outcome of the Contractor's own in-house investigation.</p>	
	8. For the DFA Main Building, and DFA-ASEANA, the Contractor shall provide at all times and, at its own expense, equipment as listed in Annex A. The CCTV equipment shall have a memory capability of at least one-month retention. The Contractor shall surrender all hard disks of the units to ISU for destruction at the end of the contract	
	9. For each CO, the Contractor shall provide, at its own expense, the items listed in Annex B.	
	10. The Contractor shall guarantee that all of the equipment listed in Annexes A and B are delivered in the Department's Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage within seven (7) working days before the start of the Contract. Equipment that will require installation shall be delivered and installed within fifteen (15) calendar days from the effectivity of the Contract.	
	11. The Department shall have the right to inspect and test the capabilities of all of the equipment listed in Annexes A and B and reserves its right to refuse acceptance of inoperable and inadequate equipment.	
	12. The Contractor shall bear the cost of repair, maintenance, replacement and loss of all equipment under its contract with the Department.	
	<p>13. The Contractor shall submit the following to ISU one (1) month after the commencement of the Contract and ensure compliance by its personnel, unless otherwise instructed by ISU:</p> <p>a. Security plan for DFA Main Building, DFA-ASEANA Building, DFA COs, and DFA Baguio Cottage; and</p> <p>b. Company security personnel operations manual and security protocol.</p>	

	<p>14. The Contractor shall likewise provide at its own expense, the following additional services for the Department:</p> <ul style="list-style-type: none"> a. Specialized Investigation; b. Liaising with the local police and the Local Government Units (LGUs), in coordination with ISU, for the purpose of referring cases involving breach of security or any unusual incidents occurring within the premises of the DFA Main Building, DFA-ASEANA Building, DFA COs, and DFA Baguio Cottage; c. Training and seminars for the detachment officers, shifts-in-charge, safety officers and guards, including on safety and security (e.g. fire safety, earthquake drill), gender sensitivity and anti-sexual harassment policies, at no cost to the participating security personnel. 	
	<p>15. The Contractor shall conduct its own unit trainings on firearms proficiency using at least twenty (20) rounds of ammunition per security personnel. The first training shall be conducted one (1) month after the Contractor’s assumption of duties and obligations under the security Contract, and the second, six (6) months after the first training. All trainings conducted shall not prejudice the deployment of security personnel as an augmentation force, should the same be deemed necessary by ISU.</p> <p>Certificates of Training shall be submitted to ISU.</p>	
	<p>16. The Contractor shall also conduct drills every six (6) months on all the emergency procedures (fire-fighting, first aid and medical evacuation, earthquake drill and evacuation, search and rescue operations, crowd disturbance management, etc.).</p> <p>The drill, which shall be evaluated by ISU personnel, shall give priority to security personnel who are directly involved in search and rescue operations.</p>	
	<p>17. The Contractor shall provide two hundred eighty-three (283) security personnel to the Department, in accordance with Annex C. In the event that there is a need to increase or decrease the number of security guards, subject to availability of funds and the usual accounting and auditing procedures, the Contractor shall comply with the changes in personnel. The following designated security personnel of the Contractor shall be approved by the ISU and shall render duty to the DFA Main Building, DFA-ASEANA Building, DFA COs, and DFA Baguio Cottage on day and night shifts, each shift consisting of twelve (12) hours, eight (8) hours regular work time, four (4) hours overtime:</p>	

DFA Main Building/ DFA leased premises

- a. One (1) Detachment Commander who shall be at least a Lieutenant in the reserve force of the AFP/PNP and two (2) Deputy Detachment Commanders with appropriate training and certification as Security and Safety Officers.
- b. Four (4) Detachment Shift-in-Charge/Detective-Investigators on day and night shifts. They shall be duly licensed as security officers and have at least three (3) years of experience in investigation or intelligence work from any government law enforcement or military agency (in this instance, the age requirement may be waived), and shall have training in, and possess certifications for security, firefighting, and safety.
- c. Two (2) Head Guards at Gate 1.
- d. Four (4) Operators who are safety officers at the Security Detachment Control Room (SDCR) with certification as CCTV Operator – two (2) for day shift and two (2) for night shift.
- e. Two (2) operators for the baggage x-ray machine.
- f. Two (2) security-drivers.
- g. Eighteen (18) safety guards.

DFA-Aseana

- h. Four (4) passport security escorts, who have Duty Detailed Order (DDO) and appropriate permits to provide protection during passport pick-up and delivery to DFA-ASEANA and DFA COs NCR.
- i. One (1) operator of the baggage x-ray machine.
- j. Three (3) operators who are safety officers at the Security Detachment Control Room (SDCR) with certification as CCTV Operator assigned to the Control Room at DFA-ASEANA – two (2) for day shift and one (1) for night shift.

The rest of the security personnel shall be deployed to the existing posts in the DFA Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage on 12-hour shifts, eight (8) hours regular work time, four (4) hours overtime, based on ISU-approved work schedules.

	18. At least twenty percent (20%) of the security force shall be female guards.	
	19. The Contractor shall seek the approval of the ISU for the deployment of any new security personnel to replace incumbent personnel due to resignation, removal or dismissal as the case may be. The Contractor shall likewise provide orientation briefings for the new security personnel before deployment.	
	20. The Contractor shall make available, at its own expense, at least ten (10) relievers who are ready to take over the duty schedules of those regularly assigned guards who either report late or are absent for the day, or are under quarantine or are otherwise unable to report for duty. The relievers shall have the same qualifications and undergo the same security clearances as prescribed in the Technical Specifications.	
	21. The Contractor shall assign a timekeeper to render day-to-day time-keeping and other accounting duties. The Contractor shall ensure that security personnel time-keeping shall be conducted through biometric scan machines/devices.	
	22. The Contractor shall assign an area inspector from its main office who shall inspect the provision of services, and report to ISU on a weekly basis, to ensure that services rendered are according to requirements as indicated in the Terms of Reference.	
	23. The Contractor shall not require any security personnel to render continued service beyond twelve (12) hours, except in emergency situations upon approval by ISU. A violation of this condition shall be considered sufficient ground to terminate the contract.	
	24. The Contractor shall not remove, replace, or transfer any of its assigned guards without the written approval of the Director of Security/Officer-in-Charge of ISU.	
	25. The Contractor shall ensure the timely and correct payment of salaries and allowances of their security personnel every month for services rendered to ensure the efficient delivery of services, as required by law and supported by documentation. The Contractor shall likewise ensure that their security personnel receive the appropriate legal benefits in case of work-related incidents, injuries or sickness.	
	26. The Contractor shall submit, within one (1) month after the issuance of the Notice to Proceed, the BIR, DOLE, NLRC, Pag-IBIG, PhilHealth and SSS clearances or certifications from the appropriate government offices that the Contractor is compliant	

	<p>with the relevant rules and regulations of the Government Offices, there is no pending case against the Contractor, and that premium payments, where required, are updated up to 31 December 2021.</p> <p>The DOLE clearance shall include the DOLE Certificate of Registration in compliance with DOLE DO 174 series of 2017 and Certificates of Compliance on General Labor Standards and on Occupational Safety and Health Standards per DOLE DO No.131 series of 2013.</p> <p>The Contractor must fully comply with DOLE DO 150-16 and all other relevant labor laws, rules, and regulations.</p>	
	<p>27. The Contractor shall guarantee that all guards deployed in the Department's Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage for the duration of the contract are regular employees of the company.</p> <p>The Contractor shall not deploy trainees.</p>	
	<p>28. The Contractor shall be liable for any loss or damage to the Department's Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage property, personnel, or third persons, caused by or attributed to the security personnel's fault, negligence or misbehavior within the Department's premises.</p>	
	<p>29. The Contractor shall guarantee that all equipment required under the Contract are at all times in working order, and remain in the Department's Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage for the entire duration of the contract unless withdrawal is approved by the Director of Security, ISU and/or the Head of ISU.</p>	
	<p>30. The Department shall conduct spot inspections of the services rendered by the Contractor's security personnel to determine the quality, acceptability of the services rendered, and guards' readiness at all times.</p>	
	<p>31. The Contractor and its security personnel shall comply with the security and safety rules and regulations, security protocols, and office decorum of the Department.</p>	
	<p>32. The Contractor's security personnel shall only be allowed access to the premises of the Department's Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage during their respective work schedules and shall be confined only within their respective assigned areas of work/responsibility unless required to reinforce other areas in response to an emergency situation or need.</p>	

	<p>33. The Contractor shall immediately replace any of the security personnel whose deployment in the Department’s Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage is found prejudicial to the Department’s interest. The Department shall have the prerogative to remove and ban said security personnel from entry into its premises.</p>	
	<p>34. The Contractor shall at all times enforce strict discipline among its security personnel and ensure that they extend courtesy towards the Department’s personnel, visitors and clientele.</p>	
	<p>35. The Contractor shall authorize the Department, upon the latter’s request, to inspect and have access to the Contractor’s books and records including its payroll, SSS, Pag-ibig, Philhealth and other government-mandated contributions and remittances.</p> <p>The Contractor shall also submit to ISU a monthly certification attesting to the proper payment of their personnel and monthly mandatory contributions.</p>	
	<p>36. The Contractor shall submit the security personnel’s biometric scanned daily time records within one (1) week after the billing period as basis for payment.</p>	
	<p>37. The Contractor shall indemnify the Department against claims or actions filed by the Contractor’s personnel where the Department is made a co-respondent/defendant. In the event where the Department is subjected to any judicial or administrative action filed by the Contractor’s personnel, the Contractor shall shoulder all legal expenses that would be incurred by the Department in its defense. The selection of the counsel, if needed, shall be at the sole discretion of the Department.</p>	
	<p>38. There shall be no employer-employee relationship between the Department and the Contractor’s security personnel, agents, representatives, or subcontractors.</p>	
	<p>39. The Contractor shall ensure that the number of required security personnel on duty shall always be maintained.</p>	
	<p>40. On the day of the effectivity of the Contract, the Contractor shall submit to ISU the list of security personnel to be deployed to the</p>	

	<p>Department, including their work schedules and Personal History Statements (PHS).</p> <p>The Contractor shall abide by the turn-over procedures to be provided by ISU.</p>	
	<p>41. The Contractor and its personnel shall observe the provisions of the Republic Act No. 10173 or the Data Privacy Act of 2012 in handling information obtained from the DFA. In addition, the Contractor and its personnel, with ISU’s supervision, shall be responsible for the destruction of all the data secured from the DFA after the termination of this Contract.</p>	
	<p>42. The Contractor shall not assign or transfer any or all of its rights and obligation herein to any third party without the prior written consent of the DFA.</p>	
	<p>D. Schedule of Requirements</p> <p>All the required security personnel shall be deployed, and equipment, vehicles, etc. shall be made available and/or installed and ready for rendering services at all DFA offices on the first day of the effectivity of the contract, except as described in Annex D.</p> <p>Unless otherwise stated above, the Contractor shall submit to the DFA within fifteen (15) calendar days from the receipt of the Notice to Proceed, all supporting documents showing the Contractor’s compliance with the Technical Parameters indicated in the Implementing Guidelines of RA 9184 for the Procurement of Security and Janitorial Services.</p>	
IV.	<p>Contract Duration</p> <p>The Contract enters into effect on 01 April to 31 October 2023, and maybe extended or renewed to another one (1) year period subject to the same terms and conditions in the original contract and compliance with the requirements of the relevant government procurement laws and regulations.</p>	
V.	<p>Reservation</p> <p>The Department reserves the right to amend Annexes A, C, and D and other provisions in relation thereto, in the event of modifications in the official listings of any DFA Offices, including the transfer of any DFA Offices, opening or closing of Consular Offices, and reassignment of</p>	

	<p>security personnel due to changes in security requirements within the Contract Duration.</p> <p>Thus, all actual charges applicable shall be adjusted from the monthly billing.</p> <p>For this purpose, the Contractor shall provide a price breakdown of its offer reflecting those for DFA Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage.</p>	
VI.	<p>Confidentiality Clause</p> <p>The Contractor shall ensure that each of its personnel assigned to the Department shall execute and sign a Non-Disclosure Agreement the contents of which shall be subject to approval of the Department, to be submitted to ISU prior to commencement of the service. This clause shall survive the termination of the Contract.</p>	
VII.	<p>Bid Offer</p> <p>he Bid Form shall be accompanied by a detailed cost breakdown as follows:</p> <ol style="list-style-type: none"> a. Amount to be paid directly to each personnel b. Remittances to be paid to government in favor of each personnel (SSS and others) c. Operational expenses d. Overhead and profit margin e. Value-Added Tax f. Total amount per personnel per month g. Required number of personnel h. Total amount per month i. Total Contract Price <p>The Contractor shall submit separate cost breakdowns for the Department's Main Building, DFA-ASEANA, DFA COs, and DFA Baguio Cottage.</p> <p>The Contractor shall submit as part of its bid, an undertaking to pay their security guards the prescribed benefits provided by law in compliance with Section 7.2 of DOLE DO 150-16.</p>	
VIII.	<p>Terms of Payment</p> <ol style="list-style-type: none"> 1. Payments shall be made within thirty (30) working days upon receipt of the bi-monthly invoice, separated as follows: <ol style="list-style-type: none"> a. DFA Main Building; b. DFA-ASEANA and DFA COs in the NCR; and c. Regional/Provincial DFA COs, and DFA Baguio Cottage. 	

2. Invoices must contain complete requirements as evaluated by Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD) prior to issuance of List of Due and Demandable Accounts Payable (LDDAP).

3. The bi-monthly invoices shall be submitted within fifteen (15) days from the end of every billing month and shall contain: (1) The fixed billed amount equivalent to 24 equal installments of the Total Contract Price; (2) Adjustments in the billable amount should there be a decrease in the number of security personnel deployed on site as required herein; and (3) Additional services.

4. No additional services, including additional equipment or posting of security personnel, shall be billed without the prior written request of the End User for such services.

5. Adjustments in billings on the basis of the Contractor's legal obligation and compliance with the relevant labor laws and regulations concerning the payment of salaries, allowances, and benefits to its personnel, shall be allowed only upon mutual written agreement of both parties.

6. Upon the Contractor's receipt of the payment for the corresponding billing period, no additional claims thereon shall be entertained and any amount not otherwise indicated in its previous billings shall be considered waived. The Contractor shall assume sole liability for any amounts due to its personnel or any third person which has not been accounted for in its previous invoices, as a result of the Contractor's exclusion thereof, for any reason.

7. All payments shall be inclusive of all applicable taxes and other lawful charges.

8. All taxes withheld shall form part of the amount paid to the Contractor. A Certificate of Tax Withheld shall be issued by the Department to accompany each payment.

**ANNEX A
EQUIPMENT FOR THE DFA MAIN BUILDING/DFA LEASED PREMISES AND DFA-ASEANA**

QUANTITY	EQUIPMENT	PARTICULARS
2	(1) Pickup Truck & (1) Van	Unmarked, at least 2018 model, in good running condition, with well-functioning air-conditioning system, equipped with high-definition dashboard camera and Global Positioning Systems (GPS), supplied with fuel of at least two hundred (200) liters per vehicle per month, and with assigned drivers; for the OFFICIAL USE of ISU personnel and for Department medical, safety and security emergencies. Drivers shall submit trip-tickets on the vehicle usage to the Head of ISU and Director for Security on a weekly basis.
5	Portable Metal Detectors	Five (3) for the DFA Main Building, five (2) for DFA-Aseana
150	Portable Handheld Radios Specs: Frequency - VHF 136 to 174 MHz / UHF 350 to 390 MHz Power - 5 watts VHF / 4 watts UHF Range - up to 50 km at line of sight Frequency Programming - Manual Keypad Channel Capacity - 99 Channels	Top brand handheld radios such as Motorola, Kenwood, HYT or Harris, each with microphone, earpiece, charger and corresponding accessories, twelve (12) units of which shall be used by the Search and Rescue Team in case of emergencies, three (3) units to be issued to ISU security personnel
2	Hand Bag/ Case X-ray Machines (US- made) <ul style="list-style-type: none"> • Heavy duty • High penetration • Image reading and contrast • With accompanying Constant Voltage Transformer 	One (1) for the DFA Main Building, and one (1) for DFA-Aseana
2	Base Stations	Capable of operating within at least a four (4) kilometer radius, in two (2) different frequencies, located at the DFA Main Building
1	VHF/FM radio repeater system	With a minimum power output of fifty (50) watts and phone patch capability to be securely installed at the rooftop of the DFA Main Building
39	9mm Caliber Handguns	From a licensed gun manufacturer/s

		One (1) handgun for every two (2) security personnel on day shift duty
27	Shotguns	From a licensed gun manufacturer/s One (1) shotgun for every security personnel on night shift duty
8	Handcuffs	Eight (4) for the DFA Main Building, eight (4) for DFA-Aseana
2	Walk-through Metal Detectors	Walkthrough metal detectors shall be installed: one (1) at the DFA Main Building and one (1) at DFA-Aseana
10	Watchman Key Detectors	Seven (7) for the DFA Main Building, Three (3) for DFA-Aseana
2	Time-in System	One (1) for the DFA Main Building, one (1) for DFA-Aseana
24	Portable Tear Gas Canisters	For use of the Crisis and Disaster Management (CDM) Group; twelve (12) for the DFA Main Building, twelve (12) for DFA-Aseana
24	Crowd Management and Anti-Riot Equipment	For use of the CDM Group; Twelve (12) for the DFA Main Building, twelve (12) for DFA-Aseana
5	Oxygen Breathing Apparatus (unexpired)	Oxygen tank supply, to be stored at the 2 nd floor (Clinic), 6 th , 10 th , and 14 th floors of the DFA Main Building, and one at DFA-Aseana
35	Rain Coats	For the guards manning the gates, perimeter wall/fence and those involved in traffic management
35	Rain Boots	For the guards manning the gates, perimeter wall/fence and those involved in traffic management
10	Traffic Vests	For the guards manning the front gate and parking area
2	Cameras	Digital, with video recording capability of at least 32GB each camera
2	Binoculars	One (1) for DFA Main Building, one (1) for DFA-Aseana
6	2M Portable Emergency Search Light	Three (3) for the DFA Main Building, three (3) for DFA-Aseana

12	Fire Axes	Eight (8) for the DFA Main Building, four (4) for DFA-Aseana
12	Firefighting Helmets	Six (6) for the DFA Main Building, six (6) for DFA-Aseana
12	Firefighting Boots	Six (6) pairs for the DFA Main Building, six (6) pairs for DFA-Aseana
12	Firefighting Suits/Jackets	Six (6) pairs for the DFA Main Building, six (6) pairs for DFA-Aseana
12	Safety Hand Gloves	Six (6) pairs for the DFA Main Building, six (6) pairs for DFA-Aseana
12	Dust Masks	Six (6) for the DFA Main Building, six (6) for DFA-Aseana
12	Safety Goggles	Six (6) for the DFA Main Building, six (6) for DFA-Aseana
6	Fire Blankets	Three (3) for the DFA Main Building, three (3) for DFA-Aseana
12	Fire Buckets	Six (6) for the DFA Main Building, six (6) for DFA-Aseana
12	Rescue Gloves	Six (6) pairs for the DFA Main Building, six (6) pairs for DFA-Aseana
24	Rescue Helmets	Twelve (12) pairs for the DFA Main Building, twelve (12) pairs for DFA-Aseana
24	Reflective Jackets	Twelve (12) for the DFA Main Building, twelve (12) for DFA-Aseana
12	Tactical Bags	Six (6) for the DFA Main Building, six (6) for DFA-Aseana, to contain small tools and other items necessary during the search and rescue operations
12	Demolition Hammers	Six (6) for the DFA Main Building, six (6) for DFA-Aseana
10	Folding Stretchers	Five (5) for the DFA Main Building, five (5) for DFA-Aseana
4	Firearms vaults with lock	Gun depository; Two (2) for the DFA Main Building, two (2) for DFA-Aseana
2	Shoulder-type Megaphones	With batteries; One (1) for the DFA Main Building, one (1) for DFA-Aseana
2	Voice Recorders	With batteries; one (1) for the DFA Main Building, one (1) for DFA-Aseana

2	Desktop Computers	with internet capability, with new printer; exclusively for the use of the Security Detachment; one (1) for the DFA Main Building, one (1) for DFA-Aseana
1	Photocopying machine/printer	For the use of the Security Detachment
3	30-m measuring tapes	Two (2) for the DFA Main Building, one (1) for DFA-Aseana
2	Heavy duty collapsible tent with wheels (3mx4.5m)	One (1) for the DFA Main Building, one (1) for DFA-Aseana
15	CamDisc HNVR Hybrid Network Transmission and Recording for 10 Cameras	Ten (10) for the control room of the DFA Main Building, five (5) for the control room of DFA-Aseana
15	6 TB Hard Disc Drive (3.5") for CamDisc	Ten (10) for the control room of the DFA Main Building, five (5) for the control room of DFA-Aseana
2	8 TB External Hard Drive	For ISU's back-up purposes
MAIN BUILDING		
42	DOMES IP CAMERAS Superior Image Quality• Full HD 1080p 25/30 fps image with a 1/2.7" or 1/2.8" 2 megapixel sensor, or full HD 4 MP 20 fps image with a 1/3" 4 megapixel sensor•	Forty-two (42) in DFA main building and south wing
22	BULLETS IP CAMERAS Superior Image Quality• Full HD 1080p 25/30 fps image with a 1/2.7" or 1/2.8" 2 megapixel sensor, or full HD 4 MP 20 fps image with a 1/3" 4 megapixel sensor•	Twenty-two (22) in the perimeter, basement, covered court, plaza parking and south wing holding area of the DFA Main Building;
1	IP PTZ CAMERA 1/3 4 Megapixel CMOS, 30x optical zoom, 120dB true WDR, 3D DNR, max. 25/30fps @ 4M/1080P, 25/30/50/60 fps @ 720P, IR distance up to 100m. IP66	One (1) in DFA Main Building
1	Fiber Optic Backbone Wire (Cable Transmitter)	One (1) in DFA Main Building
160	Disinfection supplies(alcohol, Lysol)	Eighty (80) for DFA-Main Building and Eighty (80) for OCA-Aseana
OCA-ASEANA		
36	DOMES IP C/AMERAS Superior Image Quality• Full HD 1080p 25/30 fps image with a 1/2.7" or 1/2.8" 2 megapixel sensor, or full HD 4 MP 20 fps image with a 1/3" 4 megapixel sensor•	Thirty-six (36) in DFA-Aseana

18	BULLET IP CAMERAS Superior Image Quality• Full HD 1080p 25/30 fps image with a 1/2.7" or 1/2.8" 2 megapixel sensor, or full HD 4 MP 20 fps image with a 1/3" 4 megapixel sensor•	Eighteen (18) in the perimeter of DFA-Aseana.
1	IP PTZ CAMERA 1/3 4 Megapixel CMOS, 30x optical zoom, 120dB true WDR, 3D DNR, max. 25/30fps @ 4M/1080P, 25/30/50/60 fps @ 720P, IR distance up to 100m. IP66	One (1) in DFA-Aseana
2	MULTIVIEW Software Video wall software for the display of up to 64 Ip-based live video streams	One (1) for the control room of the DFA Main Building, one (1) for the control room of DFA-Aseana
3	CPU greater than Intel Core i5 with 4Ghz or Higher Memory greater than 8GB RAM or Higher Operating System : Windows 10 (Ultimate or Professional) with latest Service Pack Hard disk Capacity : 4GB or Higher Graphic Card : Dual Monitor support, minimum 1920 x 1080 pixel (1152 x864 pixel recommended for Event CLIENT Monitor w/ USB Keyboard and Mouse	One (1) for the control room of the DFA Main Building, One (1) for ISU, one (1) for the control room of DFA-Aseana
6	Monitor - 52" Large Format Display (LFD) with wall mount fixed bracket	(5) For the control room of the DFA Main Building; and (1) for the control room of DFA-Aseana
3	Monitor – 32" Large Format Display (LFD), if necessary with wall mount fixed bracket	For the control room of DFA-Aseana
2	Monitor – 43" Large Format Display (LFD) with wall mount fixed bracket	For ISU's CCTV monitoring
40	Power Over Ethernet (POE) Extender	Twenty (20) for the control room of the DFA Main Building, twenty (20) for the control room of DFA-Aseana
12	POE 24-Ports Network Switch - JL385A 1920	Twelve (12) for the control room of DFA Main Building, five (5) for the control room of DFA-Aseana
12	UPS Rack Mountable 750VA (Liebert PSI 750VA/675W 230V 2U PF 0.9 Rack/Tower USB Multilink®)	Eight (8) for the control room of DFA Main Building, four (4) for the control room of DFA-Aseana
1	APC BX625CI-MS 625VA UPS	For ISU's CCTV monitoring
2	UPS Rack Mountable 1KVA (Liebert GXT4 On-Line 1000VA 230V LCD PF0.9 2U Extended 1 32,000.00 32,000.00While Supplies LastRun Rack/Tower Multilink® Software, Rail Kit Bundled)	One (1) for the control room of DFA Main Building, one (1) for the control room of DFA-Aseana

ANNEX B

EQUIPMENT FOR ALL DFA CONSULAR OFFICES AND BAGUIO COTTAGE

QUANTITY	EQUIPMENT	PARTICULARS
79	9mm Caliber Handguns	From a licensed gun manufacturer/s Two (2) handguns for every CO, one (1) for DFA Baguio Cottage
40	Shotguns	From a licensed gun manufacturer/s One (1) shotgun for every CO with night shift duty, one (1) for DFA Baguio Cottage
79	Portable metal detector	Two (2) units for every CO; one (1) for DFA Baguio Cottage
80	Portable hand-held radio	One (1) unit for every head security guard on duty and one (1) unit for the OIC/AO of every CO; two (2) units for DFA Baguio Cottage
40	Time-in System	One (1) unit for every CO, one (1) for DFA Baguio Cottage
229	Portable tear gas canister	One (1) unit per every security guard on duty
40	Handcuff	One (1) unit for every CO; one (1) unit for DFA Baguio Cottage

**ANNEX C
DEPLOYMENT OF SECURITY GUARDS**

DFA OFFICES		NO. OF GUARDS	DAY SHIFT	NIGHT SHIFT
DFA MAIN BUILDING		74	52	22
DFA-ASEANA		31	26	5
CONSULAR OFFICES (COs)		176	138	38
DFA BAGUIO COTTAGE		2	1	1
GRAND TOTAL		283	217	66
COs (details of deployment)		143	111	32
1.	Angeles	5	4	1
2.	Antipolo	5	4	1
3.	Bacolod	4	3	1
4.	Baguio	4	3	1
5.	Butuan	4	3	1
6.	Cagayan de Oro City	4	3	1
7.	Calasiao	6	5	1
8.	Cebu City	7	6	1
9.	Clarin	4	3	1
10.	Cotabato City	8	6	2
11.	Dasmariñas	4	3	1
12.	Davao City	6	5	1
13.	Dumaguete City	4	3	1
14.	General Santos City	4	3	1
15.	Iloilo City	4	3	1
16.	La Union	4	3	1
17.	Legazpi City	5	4	1
18.	Lipa City	4	3	1
19.	Lucena City	5	4	1
20.	Malolos	4	3	1
21.	Pampanga (San Fernando)	8	7	1
22.	Puerto Princesa City	4	3	1
23.	San Nicolas	4	3	1
24.	San Pablo City	4	3	1
25.	Santiago	4	3	1
26.	Tacloban City	4	3	1
27.	Tarlac (Paniqui)	4	3	1
28.	Tagum	4	3	1
29.	Tuguegarao City	6	4	2
30.	Zamboanga City	6	5	1
DFA-NCR COs		33	27	6
1.	Alabang Town Center	5	4	1
2.	Ali Mall (Cubao)	6	5	1
3.	Galleria	4	3	1

4.	<i>Manila</i>	6	5	1
5.	<i>Megamall</i>	7	6	1
6.	<i>Novaliches</i>	5	4	1

**ANNEX D
SCHEDULE OF REQUIREMENTS**

ITEM NO.	DESCRIPTION	QTY.	DEPLOYMENT, WEEKS/MONTHS
SECURITY PERSONNEL		283	
1.	Security Personnel for DFA Main Building/DFA Leased Premises	74	During the first day of the effectivity of the contract
2.	Security Personnel for DFA-ASEANA	31	During the first day of the effectivity of the contract
3.	Security Personnel for COs	176	During the first day of the effectivity of the contract
4.	DFA Baguio Cottage	2	During the first day of the effectivity of the contract
VEHICLES AND EQUIPMENT (FOR DFA MAIN BUILDING/DFA LEASED PREMISES AND DFA-ASEANA)			During the first day of the effectivity of the contract. Equipment that will require installation shall be delivered and installed within 15 calendar days from the effectivity of the contract.
5.	Vehicles (Pickup Truck, Van)	2	
6.	Portable Metal Detector	5	
7.	Portable handheld radios with microphone, earpiece, charger and corresponding accessories (one per guard)	150	
8.	Hand bag / Case x-ray machine	2	
9.	Base stations	2	
10.	VHF/FM Radio Repeater System	1	
11.	9MM caliber handguns	39	
12.	Shotguns	27	
13.	Handcuffs	8	
14.	Walk-through metal detectors	2	
15.	Watchman Key Detector	10	
16.	Biometric Scanning Device	2	
17.	Portable Tear Gas Canisters	24	
18.	Crowd Management and Anti-Riot Equipment	24	
19.	Oxygen Breathing Apparatus	5	
20.	Rain Coats	35	
21.	Rain Boots	35	
22.	Traffic Vests	10	
23.	Cameras	2	
24.	Binoculars	2	

25.	2M Portable Emergency Search Light	6	
26.	Fire Axes	12	
27.	Firefighting Helmets	12	
28.	Firefighting Boots	12	
29.	Firefighting Suits/Jackets	12	
30.	Safety Hand Gloves	12	
31.	Dust Masks	12	
32.	Safety Goggles	12	
33.	Fire Blankets	6	
34.	Fire Buckets	12	
35.	Rescue Gloves	12	
36.	Rescue Helmets	24	
37.	Reflective Jackets	24	
38.	Tactical Bags	12	
39.	Demolition Hammers	12	
40.	Folding Stretchers	10	
41.	Firearm Vaults with lock	4	
42.	Shoulder-type Megaphones	2	
43.	Voice Recorders	2	
44.	Desktop Computers	2	
45.	Photocopying machine/printer	1	
46.	30-m measuring tapes	3	
47.	Collapsible Tent (3mx4.5m)	2	
48.	Camdisc HNVR	15	
49.	6TB HDD for CamDisc	15	
50.	8 TB External Hard Drive	2	
51.	CCTV Cameras	124	Two (2) PTZ cameras included
52.	MULTIVIEW Software Video wall software for the display of up to 64 Ip-based live video streams	2	
53.	CPU > = Intel Core i5 with Accessories mouse and keyboard	3	
54.	Monitor - 52" Large Format Display (LFD) with wall mount fixed bracket	6	
55.	Monitor - 43" Large Format Display (LFD) with wall mount fixed bracket	2	
56.	Monitor – 32" Large Format Display (LFD), if necessary with wall mount fixed bracket	3	
57.	POE Extender	40	
58.	POE 24-Ports Network Switch - JL385A 1920	12	
59.	UPS Rack Mountable 750VA (Liebert PSI 750VA/675W 230V 2U PF 0.9 Rack/Tower USB Multilink®)	12	
60.	APC BX625CI-MS 625VA UPS	1	

61.	UPS Rack Mountable 1KVA (Liebert GXT4 On-Line 1000VA 230V LCD PF0.9 2U Extended 1 32,000.00 32,000.00While Supplies LastRun Rack/Tower Multilink® Software, Rail Kit Bundled)	2	
EQUIPMENT (FOR ALL DFA CONSULAR OFFICES AND DFA BAGUIO COTTAGE)			During the first day of the effectivity of the contract.
62.	9MM caliber handgun	79	
63.	Shotgun	40	
64.	Portable metal detector	79	
65.	Portable hand-held radio	80	
66.	Biometric scanning device	40	
67.	Portable teargas canister	229	
68.	Handcuff	40	

Note:

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule of Requirements. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

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 Bidders 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 provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii)

Conformé:

[Signature/s]

[Name of the Bidder/ Bidder’s Authorized Representative/s]

[Position]

[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 and updated PhilGEPS Registration Certificate (Platinum Membership, all pages) that is compliant with GPPB Resolution No. 15-2021;

Note: Bidder will be required to submit the original Class A eligibility documents during the Post-Qualification Conference.

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (please include the following in the statement: name of the contract, date of the contract/duration, kinds of goods, amount of contract, and outstanding value); **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (please attach a Certificate of Completion/Satisfactory Service or certified true copy of an official receipt for the full contract cost); **and**
- (d) 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**

- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

In case that JVA is not applicable, a statement of non-applicability.

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

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

FINANCIAL COMPONENT ENVELOPE

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

