

PHILIPPINE BIDDING DOCUMENTS

SUPPLY AND DELIVERY OF SECURITY SERVICES FOR FY 2024 (Early Procurement Activity)

Government of the Republic of the Philippines
Senate Electoral Tribunal
6th Floor, Sugar Center Building
North Avenue, Diliman, Quezon City

NOVEMBER 2023

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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



REPUBLIC OF THE PHILIPPINES
SENATE ELECTORAL TRIBUNAL

**INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF
SECURITY SERVICES FOR FY 2024
(EARLY PROCUREMENT ACTIVITY)**

IDENTIFICATION NO. 2023-11-002

1. The **Senate Electoral Tribunal (SET)**, through the FY 2024 National Expenditure Program, intends to apply the sum of Two Million Seven Hundred Eighty-Nine Thousand Pesos (₱ 2,789,000.00) being the ABC to payments under the contract for the Supply and Delivery of Security Services for FY 2024. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The SET now invites bids for the above Procurement Project. Delivery of the Goods is required from January 1 to December 31, 2024. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from SET and inspect the Bidding Documents at the address given below from Monday to Thursday, November 15, 2023 to December 04, 2023, from 7:00 a.m. to 5:30 p.m. and December 05, 2023, from 7:00 a.m. to 9:00 a.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders from November 15, 2023 to December 05, 2023 at the address given below (Item 11) and upon payment of the applicable fee, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (₱ 5,000.00). The bidder shall present its proof of payment in person.

6. The SET will hold a Pre-Bid Conference on November 22, 2023, at 10:00 a.m. at the SET Conference Room, 6th Floor, Sugar Center Building, North Avenue, Diliman, Quezon City which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before December 05, 2023, 09:30 a.m. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on December 05, 2023, 10:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The SET reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

MR. JULIUS B. REMUDARO
BAC Secretariat
Senate Electoral Tribunal
6th Floor, Sugar Center Building, North Avenue
Diliman, Quezon City
Tel. No.: (028) 463-1113, Telefax No. (028) 395-9329
Email Address: ppms.proc1@set.gov.ph
Website: www.set.gov.ph
12. You may visit www.set.gov.ph for downloading of the Bidding Documents.

Sgd.
ATTY. ELEANOR S. FRANCISCO-ANUNCIACION
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity wishes to receive Bids for the Supply and Delivery of Security Services for FY 2024, with identification number 2023-11-002.

The Procurement Project (referred to herein as “Project”) is composed of a single 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 FY 2024 in the amount of Two Million Seven Hundred Eighty-Nine Thousand Pesos (₱2,789,000.00).

2.2. The source of funding is the FY 2024 National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

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 the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

- 14.2. The Bid and bid security shall be valid for 120 days from bid opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit their bids on the specified date and time and at the place 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 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 Entity's 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. The description of the lot shall be indicated in **Section VII (Technical Specifications)**, although the ABC of this lot is 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 ABC for all the lot participated in by the prospective Bidder.

- 19.3. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.4. 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 ABC for the lot or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supply and Delivery of Security Services b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Fifty-Five Thousand Seven Hundred Eighty Pesos (₱ 55,780.00), 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 One Hundred Thirty-Nine Thousand Four Hundred Fifty Pesos (₱ 139,450.00) if bid security is in Surety Bond.
20.1	<p>The latest income tax returns (ITR) are those covering fiscal year 2022 and the latest business tax returns (BTR) are those filed within the last six months preceding the date of bid submission. BTR refers to the value-added tax and percentage tax on sales.</p> <p>The other required clearances are from:</p> <ul style="list-style-type: none"> DOLE NLRC SSS PNP
21.1	No additional requirements.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>NUMBER OF GUARDS AND MANNER OF SELECTION</p> <p>The SET requires a total of five (5) female and male security guards for the entire duration of the contract for the purpose of safeguarding and protecting the SET’s properties, personnel and persons having business before them from loss, damage and injury. It is understood, however, that the number may be increased or decreased by SET at its option by giving the SECURITY AGENCY at least five (5) days prior written notice.</p> <p>The SECURITY AGENCY shall submit to SET a list of its security guards, their qualifications, clearances and other pertinent papers on the basis of which the SET shall determine the most competent and qualified.</p> <p>UNIFORM AND EQUIPMENT</p> <p>The SECURITY AGENCY shall provide each personnel assigned to the SET with proper and complete uniforms, and such other paraphernalia and supplies as may be necessary to carry out the purpose of this Contract and called for under existing rules and regulations.</p> <p>The SECURITY AGENCY shall provide for the use of the guards at the SET SRA and SET COA offices, one (1) set each of communications and security equipment such as but not limited to the following: two (2) handheld radios, firearm, metal detector, under chassis mirror, large umbrella, flashlight, nightstick, first aid medical kit, reflectorized vest, reflectorized gloves, rain boots and raincoats and such other security equipment necessary to perform their duties and as circumstances may require.</p> <p>The SECURITY AGENCY shall install at their expense the following surveillance equipment:</p> <ul style="list-style-type: none"> a) at the SET SRA offices, 6th Floor Sugar Center Building, North Avenue, Quezon City <ul style="list-style-type: none"> - Eight (8) CCTV colored cameras with complete accessories - One (1) 32” LCD MONITOR and complete accessories b) at the SET COA office, Electoral Tribunals Building, Quezon City <ul style="list-style-type: none"> - Nine (9) CCTV colored cameras with complete accessories - One (1) 32” LCD MONITOR and complete accessories <p>SECURITY PLAN</p> <p>The SECURITY AGENCY shall develop and submit a security plan designed for SET and update the same as the need arises.</p>
2	<p>For services rendered, the SERVICE AGENCY shall submit monthly billing statements with all required attachments in compliance with accounting and auditing rules and regulations. Payments shall be made promptly by SET, but in no case later than sixty (60) days after submission of a complete billing statement.</p> <p>Adjustment of contract rate shall be made in case of increase in the wage rates of workers pursuant to existing Philippine government laws.</p>
4	<p>The SECURITY AGENCY warrants that all its security guards are duly licensed and have complied with all requirements prescribed by law.</p>

Section VI. Schedule of Requirements

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
001	Supply of Security Services	1 Lot		January 01, 2024 – December 31, 2024
002	Roster of Security Guards and qualifications	1 Lot		Upon receipt of Notice to Proceed and upon request by SET
003	Uniform and Equipment	1 Lot		January 01, 2024
004	Security Plan	1 Lot		January 01, 2024

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
I	<p>NUMBER OF GUARDS AND MANNER OF SELECTION</p> <p>The SET requires a total of five (5) female and male security guards for the entire duration of the contract for the purpose of safeguarding and protecting the SET’s properties, personnel and persons having business before them from loss, damage and injury. It is understood, however, that the number may be increased or decreased by SET at its option by giving the SECURITY AGENCY at least five (5) days prior written notice.</p> <p>The SECURITY AGENCY shall submit to SET a list of its security guards, their qualifications, clearances and other pertinent papers on the basis of which the SET shall determine the most competent and qualified.</p> <p>For security and health reasons, the names, addresses, police clearances, pictures, vaccination cards, and appropriate medical certificates of the selected security guards shall be submitted to the SET.</p>	
II	<p>MANNER OF PERFORMANCE</p> <p>The SECURITY AGENCY shall guard the premises of the SET OFFICES using the following schedule of posting of guards:</p> <p>At the SET SRA -</p> <ul style="list-style-type: none"> a) Daily, from Monday to Sunday, including holidays, two (2) guards in alternating twelve-hour shifts b) Monday to Thursday, excluding holidays and special non-working days, one (1) guard on a twelve-hour daytime shift <p>At the SET COA –</p> <ul style="list-style-type: none"> a) Daily, from Monday to Sunday, including holidays, two (2) guards in alternating twelve-hour shifts <p>The SECURITY AGENCY shall monitor on a 24-hour basis the surveillance equipment installed at the SET SRA offices at the 6th Floor, Sugar Center Building, North Avenue, Quezon City, and at the SET COA at the Electoral Tribunals Building, COA Compound, Quezon City. It shall be the responsibility of the SECURITY AGENCY to ensure that the surveillance equipment is properly working at all times. It shall also ensure the completeness and accuracy of recordings and, in case of unusual occurrences, take immediate and appropriate action and immediately report the same to the proper authorities. The complete and accurate record of occurrences as captured through the surveillance equipment shall be submitted regularly to the OIC/Director of Procurement and Property Management Service.</p> <p>In addition to the foregoing, the SET shall furnish the SECURITY AGENCY from time to time with guidelines, rules and regulations relevant to its security needs, including the manner of implementing the same. The SECURITY AGENCY, on the other hand, shall recommend measures necessary in the effective performance of the duties of its security guards.</p>	

	<p>The SECURITY AGENCY shall develop and submit its security plan for SET, incorporating all the relevant guidelines, rules and regulations, and recommendations, as well as update the said plan as the need arises.</p>	
III	<p>SUPERVISION OF GUARDS</p> <p>The SET or the Maintenance and General Services Section of its Procurement and Property Management Service shall exercise general supervision over the security guards. The SECURITY AGENCY shall exercise exclusive authority to discipline and control its personnel and ensure compliance with the guidelines issued by the SET relevant to its security needs.</p> <p>The SET shall have the right to demand the immediate replacement of any security guard at any time for reasons which the SET, in its sole judgment, considers valid and sufficient. Replacement of security guards on the initiative of the SECURITY AGENCY shall be made only after written notice and in consultation with SET.</p>	
IV	<p>ROSTER OF SECURITY GUARDS</p> <p>The SECURITY AGENCY warrants that all its security guards are physically fit, duly licensed, and have complied with all the requirements prescribed by law. It shall submit to SET its roster of security guards, their qualifications, clearances and other pertinent documents on the basis of which SET shall select those that will be deployed to its offices.</p> <p>The SECURITY AGENCY further guarantees that it shall maintain at all times a sufficient reserve of competent and qualified security personnel who may be assigned to SET in case it requires immediate replacement of any security guard assigned to it.</p>	
V	<p>UNIFORM AND EQUIPMENT</p> <p>The SECURITY AGENCY shall provide each personnel assigned to the SET with proper and complete uniforms, and such other paraphernalia and supplies as may be necessary to carry out the purpose of this Contract and called for under existing rules and regulations.</p> <p>The SECURITY AGENCY shall provide for the use of the guards at the SET SRA and SET COA offices, one (1) set each of communications and security equipment such as but not limited to the following: two (2) handheld radios, firearm, metal detector, under chassis mirror, large umbrella, flashlight, nightstick, first aid medical kit, reflectorized vest, reflectorized gloves, rain boots and raincoats and such other security equipment necessary to perform their duties and as circumstances may require.</p> <p>The SECURITY AGENCY shall install at their expense the following surveillance equipment:</p> <p>a) at the SET SRA offices, 6th Floor, Sugar Center Building, North Avenue, Quezon City</p> <ul style="list-style-type: none"> - Eight (8) CCTV colored cameras with complete accessories - One (1) 32" LCD MONITOR and complete accessories 	

	<p>b) at the SET COA office, Electoral Tribunals Building, Quezon City</p> <ul style="list-style-type: none"> - Nine (9) CCTV colored cameras with complete accessories - One (1) 32” LCD MONITOR and complete accessories 	
<p>VI</p>	<p>PERFORMANCE EVALUATION</p> <p>The SECURITY AGENCY shall maintain a satisfactory level of performance throughout the term of the Contract based on a prescribed set of performance criteria as follows:</p> <ul style="list-style-type: none"> a) quality of service delivered; b) management and suitability of personnel; c) contract administration and management; and d) relevant security plan. <p>In case the SECURITY AGENCY’s level of performance falls below satisfactory, the SET may pre-terminate the Contract for failure by the SERVICE AGENCY to perform its obligations therein following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.</p>	

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification.

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. 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.

II. FINANCIAL COMPONENT ENVELOPE

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: _____

Project Identification No. : 2023-11-002

To: SENATE ELECTORAL TRIBUNAL
6th Floor, Sugar Center Building, North Avenue
Diliman, Quezon City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the **Supply and Delivery of Security Services for FY 2024** in conformity with the said PBDs for the sum of:

[Bid amount in words and figures]

or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

APPENDIX “B”

Price Schedule (shall be submitted with the Bid)

Name of Bidder _____

Project Identification No. 2023-11-002

Place & Area of Deployment	COA	SRA	SRA
No. of Guards	TWO (2) GUARDS	TWO (2) GUARDS	ONE (1) GUARD
No. of Days per Week	7 DAYS/WK	7 DAYS/WK	4 DAYS/WK
No. of Hours per Day per Guard	12 HRS/DAY	12 HRS/DAY	12 HRS/DAY
No. of Shifts per Day	2 SHIFTS	2 SHIFTS	1 SHIFT
Duty Schedule	6 am to 6 pm; 6 pm to 6 am	6 am to 6 pm; 6 pm to 6 am	6:30 am to 6:30 pm
DAILY WAGE	610.00	610.00	610.00
COLA	-	-	-
EQUIVALENT NO. OF DAYS PER YEAR	395	395	189
AMOUNT PAID DIRECTLY TO THE GUARD:			
1. Average Pay Per Month			
2. Night Differential Pay (from 10pm to 6am)			
3. 13 th Month Pay			
4. 5 Days Incentive Leave			
5. Uniform Allowance (RA 5487)			
6. Overtime Pay (See Note 2)			
Sub-Total			
AMOUNT PAID TO THE GOVERNMENT FOR THE GUARD:			
7. Retirement Benefit			
8. SSS Regular Premium (Employer's share)			
9. SSS Mandatory Provident Fund (Employer's share)			
10. SSS Employees' Compensation			
11. PhilHealth (Employer's share)			
12. PAG-Ibig Fund			
Sub-Total			
TOTAL AMOUNT TO GUARD & GOVT.			
COST OF EQUIPMENT & OTHER REQUIREMENTS			
AGENCY FEE			
VALUE-ADDED TAX (12% OF AGENCY FEE)			
MONTHLY CONTRACT RATE PER GUARD			
MONTHLY CONTRACT RATE X TOTAL NUMBER OF GUARDS			
TOTAL MONTHLY CONTRACT RATE	₱		-
TOTAL BID AMOUNT	₱		-

Name: _____ Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

