

PHILIPPINE BIDDING DOCUMENTS

**Provision of Annual Security Services for
the National Conciliation and Mediation
Board – Central Office for FY-2025
(NCMBCO-PB-02)**

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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

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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



INVITATION TO BID FOR THE PROVISION OF ANNUAL SECURITY SERVICES FOR THE NATIONAL CONCILIATION AND MEDIATION BOARD – CENTRAL OFFICE FOR FY-2025

1. The National Conciliation and Mediation Board (NCMB) is conducting this procurement through the Early Procurement Activity (EPA) for FY 2025 to ensure timely delivery of goods and services, implementation of infrastructure projects and rendition of consultancy services, consistent with the GPPB Resolution No. 14-2019 dated July 17, 2019, where the procuring entity (PE) may undertake the procurement activities short of award.

The National Conciliation and Mediation Board (NCMB), through the Fiscal Year 2025 National Expenditure Program (NEP), intends to apply the sum of Two Million Seven Hundred Thousand Pesos (Php2,700,000.00), the Approved Budget for the Contract (ABC) to payments under the Security Services from January 01, 2025, to December 31, 2025, with identification number: NCMBCO-PB-02. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The NCMB now invites bids for the above Procurement Project. Delivery of the Services is required by January 01, 2025 to December 31, 2025. Bidders should have completed within three (3) years prior to 18 November 2024 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 (ITB).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Interested bidders may obtain further information from the NCMB-Bids and Awards Committee and inspect the Bidding Documents at the address below during office hours from 8:00 a.m. to 5:00 p.m. or through the Procuring Entity’s website.
5. A complete set of Bidding Documents may be purchased by interested Bidders on 29 October 2024 from the given address and upon payment of a nonrefundable fee for the Bidding Documents in the amount of Two Thousand Seven Hundred Pesos (Php2,700.00) 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 nonrefundable fee for the Bidding Documents not later than the submission of their bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

6. The NCMB will hold a Pre-bid Conference on 06 November 2024, 10:00 A.M. through Video Conferencing via Zoom which shall be open to all interested bidders. Interested bidders who wish to join may email ncmbprocurement@ncmb.gov.ph on or before 05 November 2024, 03:00 P.M.

Meeting ID: 989 3404 8955

Passcode: 421106


7. Bids must be duly received by the BAC Secretariat through manual submission at Administrative Division, 6th floor Arcadia Building, 860 Quezon Avenue, Quezon City on or before 18 November 2024 at 12:00 P.M. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on 18 November 2024, 1:30 P.M. at the 4th Floor, NCMB Conference Room, 860 Arcadia Building, Quezon Avenue, Quezon City. Bids will be opened in the presence of the Bidder's representatives who choose to attend the activity.
10. The NCMB 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:

Ms. Harold May B. Tayaoan
BAC Secretariat
National Conciliation and Mediation Board
4th-6th Flr. Arcadia Building, 860 Quezon Avenue Quezon City
Tel. Nos. 8252-6262 Loc. 729
Email Address: ncmbprocurement@ncmb.gov.ph

12. You may visit the following website.

For downloading of Bidding Documents: <https://ncmb.gov.ph/bids-and-awards>

28 October 2024


MARIA CRISTINA O. MANGALIMAN
Deputy Executive Director IV
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, National Conciliation and Mediation Board – Central Office, wishes to receive Bids for the project **“PROVISION OF ANNUAL SECURITY SERVICES FOR THE NATIONAL CONCILIATION AND MEDIATION BOARD – CENTRAL OFFICE FOR FY 2025”**, with identification number: **NCMBCO-PB-02**

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY-2025 National Expenditure Program (NEP)** in the amount of **Php2,700,000.00**

2.2. The source of funding is **the National Expenditure Program (NEP)**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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:
 - 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 *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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.

15. Sealing and Marking of Bids

Each Bidder shall submit two copies 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.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post-Qualification

- 20.1. 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. Provision of Annual Security Services for the National Conciliation and Mediation Board – Central Office for FY 2025 b. completed within three (3) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>No further instructions.</i> |
| 12 | The price of the Goods shall be quoted DDP in the Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 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 Php54,000.00 (2% of the ABC), 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 Php135,000.00 (5% of the ABC) if bid security is in Surety Bond. |
| 19.3 | <i>No further instructions.</i> |
| 20.2 | <p>For purposes of post-qualification, the following document(s) shall be required:</p> <ul style="list-style-type: none"> a. PhilGEPS Certificate Platinum Membership; b. Omnibus Sworn Statement c. Latest Income and Business Tax Returns; d. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration; e. Mayor's Permit issued by the city of municipality where the principal place of business of the prospective bidder is located; and f. Tax Clearance Certificate per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). |
| 21.2 | <i>No other contract documents relevant to the Project required.</i> |

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 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>Delivery and Documents –</p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to NCMB-CO, 4th to 6th Floors, Arcadia Building, 860 Quezon Avenue, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>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 Representatives at the Project Site is Mr. Mark Anthony V. Bonifacio, Administrative Officer II, National Conciliation and Mediation Board.</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>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.</p> |

Section VI. Schedule of Requirements

The delivery schedule for all items considered as one (1) lot expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|--------------------|--|-----------------|--------------|--|
| 1 lot | Provision of Annual Security Services for the National Conciliation and Mediation Board – Central Office for FY-2025 Please refer to “Terms of Reference” | 1 lot | 1 lot | By January 01, 2025 to December 31, 2025 |
| | Breakdown: 1) Security Guard w/ night shift pay (Mon-Sun) | 1 | | |
| | 2) Security Guard w/o night shift pay (Mon.-Sun.) | 2 | | |
| | 3) Security Guard w/o night shift pay (Mon.-Fri.) | 2 | | |

TERMS OF REFERENCE

PROJECT : PROVISION OF ANNUAL SECURITY SERVICES FOR THE
NATIONAL CONCILIATION AND MEDIATION BOARD
CENTRAL OFFICE FOR FY 2025

OWNER : NATIONAL CONCILIATION AND MEDIATION BOARD

LOCATION : NCMB CENTRAL OFFICE
4th – 6th Floors, Arcadia Building, 860 Quezon Ave., Quezon City

CONTRACT PERIOD: One (1) Year

I. PURPOSE

The National Conciliation and Mediation Board (NCMB) desires to engage the services of a security agency for the provision of security services in the NCMB Central Office for ten (12) months, from January 01 to December 31, 2025.

II. GENERAL CONDITIONS

A. The responsibilities of the security Agency (the “AGENCY”) shall be as follows:

1. The AGENCY shall provide NCMB with security services and for this purpose, shall assign guards who will secure and protect its properties from theft, arson, pilferage, trespass, robbery, destruction or damage and other unlawful acts by strangers or third persons, maintain peace and order in and around the NCMB's premises, protect its officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts, and enforce/implement rules, policies, and regulations of the NCMB aimed at maintaining security and safety at its premises located at the NCMB Central Office, 4th – 6th Floors, Arcadia Building, 860 Quezon Avenue, Quezon City, and surrounding premises.
2. Documents or logbooks maintained by the AGENCY containing matters involving security concerns, such as but not limited to entries regarding the date and time of arrival and departure of NCMB officials and employees in the NCMB premises, shall not be disclosed to any person, government official or entity unless previously authorized by the Executive Director IV of the National Conciliation and Mediation Board or his/her duly authorized representative. Any violation of this rule shall automatically result in the cancellation of the service contract.
3. The AGENCY shall assign at the NCMB-Central Office **five (5)** qualified, competent, uniformed, armed, and bonded security guards licensed as private security guards under RA 5487 as amended, as well as other related laws and regulations with the following qualifications, among others to wit:

- a. Filipino citizen;
- b. At least have earned 72 units in college;
- c. Physically and mentally fit, at least 5'6" tall for males and 5'2" tall for females and at least 23 years old but not more than 50 years old, slim or medium built both for male and female guards;
- d. Must have passed and undergone regular security service training, a neuro-psychiatric examination, and drug test conducted by a reputable PNP/NBI accredited testing agency evidenced by a corresponding proof of certificate;
- e. Must be of good moral character, duly licensed by PNP, and properly
- f. Must be in proper uniform and armed with a rifle, shotgun, pistol, or revolver, with sufficient ammunition at all times during his tour of duty.

This number may be increased or decreased depending upon the exigencies of the service or the needs of the security situation at the post as may be determined by the NCMB based on the rates per shift as shown in the attached Approved Budget for the Contract.

4. The AGENCY shall provide the necessary valid licensed firearms and ammunition to the guards assigned to the NCMB-Central Office as well as communication equipment and other security equipment and shall see to it that when on duty, they are in prescribed uniform with complete accoutrements.
 - a. Duly licensed Firearms, Ammunitions & Other Security Equipment (minimum requirements):
 - i. One (1) Firearm per uniformed guard on duty
 - ii. Ten (10) pcs. of ammunition per short firearm
 - b. Communication Equipment (minimum needed) Four (4) unit Handheld Radios per post and roving guard
 - c. Every security guard on duty shall be provided with the following:
 - whistle
 - flashlight
 - nightstick
 - medicine kit (plaster strips/band-aid, cotton balls, Betadine/alcohol)
 - tear gas, etc.
 - d. At least two (2) sets of complete uniforms, with all the necessary patches for all security guards.
 - e. Security guards must be trained in First Aid Basic Course and Disaster Preparedness.
5. It is expressly understood and agreed that the AGENCY is not an agent or employee of the NCMB, and the guards to be assigned by the AGENCY to the NCMB are in no case employees of the latter as they are for all intents and purposes under contract with the AGENCY. Accordingly, the NCMB shall not be responsible for any and all claims for personal injury or damage,

including death, caused either to any of the guards or any third person where such injury or death arises out of, or in the course of, the lawful performance of security functions of said guards.

6. The AGENCY shall comply with all existing labor laws i.e., minimum wage, 13th month pay, service incentive leave with pay, SSS, Philhealth, ECC, Pag-IBIG premium contributions, retirement pay, retirement trust fund and other mandatory benefits as provided by law.

In addition to the required sworn certification under paragraph B, the AGENCY shall submit a monthly payroll, including copies of DTRs and a summary of attendance as proof of compliance that their employees assigned to the NCMB have received or have been receiving their wages and other emoluments as mandated by existing labor standard laws and social legislations. Failure of the AGENCY to submit the required sworn certification and monthly payroll shall authorize the NCMB to pay wages and other emoluments directly to the concerned employees for services rendered.

7. The AGENCY shall likewise submit a sworn certification/proof that it has complied with Department Order No. 150-16, series of 2016, Establishing a Retirement Trust Fund in the name of and on behalf of the Security Guards, callable upon demand by the concerned security guard.

Failure on the part of the AGENCY to submit the required sworn certification, shall authorize the NCMB to pre-terminate the contract. Any unpaid dues prior to the termination date will be paid by NCMB in accordance with the terms of agreement.

8. The AGENCY shall guarantee payment to the NCMB of any loss of or damage to its property provided the same occurred within the jurisdiction of the AGENCY or its guards, and it has been duly established after due investigation that said loss or damage was due to the negligence or fault of the AGENCY or its guards. Provided, further, that such loss, pilferage, breakage, or damage on the properties involved is reported in writing to the AGENCY within seven (7) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the AGENCY shall not in any way be held responsible. If the AGENCY is made to pay for such loss or damage, it shall be subrogated to the rights of the NCMB against the party or parties responsible for such loss or damage.
9. The AGENCY shall post a performance security in an amount equivalent to 10% of cash, cashier's/manager's check, bank draft/irrevocable letter of credit issued by a universal or commercial bank, or 50% if surety bond of the total contract price to guarantee the payment of wages, salaries or compensation of its security guards and also, for the faithful compliance with the terms and conditions and provision of the Contract. It is also understood and agreed that the Performance Bond set up by the AGENCY shall subsist until the Contract's expiration and shall be answerable for whatever losses and/or damages the NCMB or any of its officials and employees may incur or suffer.

10. The AGENCY should be financially capable; it must have sufficient current/liquid assets to shoulder its current liabilities, particularly the payment of salaries and benefits for at least two (2) months of their deployed guards to NCMB. The AGENCY's administrative cost and profit margin should not be less than ten percent (10%), and it must be able to provide the salaries and benefits of the security guards as they fall due.

11. Upon receipt of notice to proceed, the AGENCY shall submit a brief profile of the security guards to be deployed to NCMB.

B. The responsibilities of NCMB shall be as follows:

The NCMB shall pay the AGENCY the total monthly due fifteen (15) days after receipt of each month's monthly billing for the duration of the contract.

It is understood that upon presentation of the corresponding bill thereof, a sworn certification shall be submitted to the NCMB so that the wages of the security guards, including other emoluments and/or allowances due them for the preceding month, have all been paid. Copies of remittances to SSS, HDMF, ECC, and Philhealth shall also be provided to the NCMB.

The 13th month pay shall be paid semi-annually by the AGENCY to its guards simultaneously with wages.

- C. Should any law and/or wage order be passed to increase the minimum wage or require additional compensation in any form, the agreed consideration shall be automatically adjusted pursuant to said law or wage order.
- D. In case of any violation of the stipulations and covenants of the Contract by the AGENCY, the NCMB shall automatically rescind and/or terminate the same upon notice to the AGENCY. The NCMB shall be entitled to the refund of its payment, including liquidated damages as herein stipulated, in addition to what may be granted and/or awarded to it in the courts of law, and the right to unilaterally award or renegotiate the said services to another AGENCY.
- E. The performance of the AGENCY shall be rated based on a prescribed set of performance criteria every quarter. NCMB may also conduct an overall annual assessment or evaluation of the performance of the AGENCY. Based on the assessment, NCMB may pre-terminate the contract for failure of the AGENCY to perform its obligations and to conform to the standards of NCMB. NCMB may, however, renew the contract every month up to a maximum duration of six (6) months, subject to performance evaluation and compliance with the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184.
- F. In case of a tie among bidders, i.e., two or more of the bidders are determined and declared the Lowest Calculated and Responsive Bidder, the NCMB shall adopt the non-discretionary/non-discriminatory tie-breaking method, which is the **draw lots** method.

- G. The bid price to be submitted shall be rounded to two decimal places.
(Verification/evaluation of bids will be thru manual computation)

III. ELIGIBILITY OF THE SERVICE PROVIDER

1. Duly licensed Filipino citizens/sole proprietorships;
2. Duly registered with the Regional Office of the Department of Labor and Employment, where it principally operates;
3. Partnership duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
4. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
5. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) belongs to the citizens of the Philippines; or
6. Persons/entities forming themselves into a joint venture i.e. a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the joint venture members as specified in their Joint Venture Agreement (JVA).

IV. OTHER REQUIREMENTS

- a. Three (3) years of experience in security services presented in written, duly signed, and notarized documents showing therein the following but shall not be limited to:

Record of previous engagement and quality of performance

1. Name of Client
 2. Contact Person
 3. Contact Number
 4. Duration of the contract
 5. Amount of the contract
 6. Number of security guards posted deployed per client
- b. Organizational setup of the firm
 - c. List of the following resources
 1. Number of licensed Firearms
 2. Number and kind of communication devices
 3. Number of Licensed Guards
 - a. Security plan
 - b. Recruitment and Selection Criteria
 - c. Uniform including design and other paraphernalia
 - d. Certificate of Compliance with the General Labor Standards and Occupational Safety and Health Standard pursuant to the Memorandum issued by the Secretary of Labor and Employment on November 12, 2014.
 - e. License to Operate issued by the Philippine National Police –SOSIA

- f. Proof of remittance from SSS, Pag-IBIG, Philhealth and ECC within the last six (6) months.


V. BUDGETARY REQUIREMENTS

Funds necessary to implement the Provision of Annual Security Services for the National Conciliation and Mediation Board – Central Office for FY 2025 is estimated at **Two Million Seven Hundred Thousand Pesos (Php2,700,000.00)** inclusive of all government taxes and other fees and charges.


Prepared by


ROSE MARIA C. MAMAROAG
Chief, Administrative Division
End-User Representative

Recommending Approval


MARIA CRISTINA O. MANGALIMAN
Deputy Executive Director IV-Internal Services
BAC Chairperson

Approved


MARIA TERESITA D. LACSAMANA CANCIO
Executive Director IV
Head of the Procuring Entity

Section VII. Technical Specifications

Technical Specifications

| Item | Specification | Statement of Compliance |
|-------|--|--|
| 1 lot | <p>Provision of Annual Security Services for the National Conciliation and Mediation Board – Central Office for FY-2025</p> <p>Contract Duration: One (1) Year, from January 01, 2025 to December 31, 2025</p> <p>Please refer to “Terms of Reference”</p> <p>Breakdown:</p> <ol style="list-style-type: none"> 1) Security Guard w/ night shift pay (Mon.-Sun.) - 1 2) Security Guard w/o night shift pay (Mon.-Sun.) – 2 3) Security Guard w/o night shift pay (Mon.-Fri.) - 2 | <p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross- referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p> |

Section VIII. Checklist of Technical and Financial Document

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).

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

- ☐ (k) [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.

- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

