

# LEBAK WATER DISTRICT

## LEBAK, SULTAN KUDARAT



## NEGOTIATED PROCUREMENT

### TWO FAILED BIDDINGS

TITLE: PROCUREMENT OF SECURITY AND  
JANITORIAL SERVICES FOR THE CY 2025

ABC: PHP 750,776.40

**GIP2024-10-008**

Sixth Edition

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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. REQUEST FOR QUOTATION



Republic of the Philippines  
**LEBAK WATER DISTRICT**

Purok Mahogany, Brgy. Aurelio F. Freires Sr.  
Lebak, Sultan Kudarat

**REQUEST FOR QUOTATION**

**NEGOTIATED PROCUREMENT TWO-FAILED BIDDINGS**

**PROCUREMENT OF SECURITY AND JANITORIAL SERVICES  
FOR THE CY 2025**

1. The **Lebak Water District**, through its **Corporate Budget for the year 2025** intends to apply the sum of **SEVEN HUNDRED FIFTY THOUSAND SEVEN HUNDRED SEVENTY-SIX PESOS & 40/100 (PHP750,776.40)** being the ABC to payments under the contract for the **PROCUREMENT OF SECURITY AND JANITORIAL SERVICES FOR THE CY 2025**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The LEWADI Bids and Award Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
3. The Procurement procedure for this requirement is Negotiated Procurement for Two Failed Biddings pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.
4. The schedule of bidding activities is herein stated below:

Activities	Schedule
1. Issuance and availability of Bidding Documents	Starting January 22, 2025 from 08:00 AM to 05:00 PM only
2. Negotiation Meeting	Starting January 23, 2025 to January 24, 2025 from 08:00 AM to 05:00 PM only  Which shall be open to prospective bidders.
3. Bid Submission	January 30, 2025, 03:00 PM Lebak Water District Office, Purok Mahogany, Brgy. Aurelio F. Freires Sr., Lebak, Sultan Kudarat, Philippines
4. Opening of Bidding Documents (Best Offer)	January 30, 2025, 03:00 PM Lebak Water District Office, Purok Mahogany, Brgy. Aurelio F. Freires Sr., Lebak, Sultan Kudarat, Philippines  Late bids shall not be accepted.

5. A complete set of Bidding Documents may be acquired by interested bidders starting January 22, 2025 at the given address, upon payment of the applicable fee of One Thousand Pesos (Php1,000.00), not later than January 30, 2025, 03:00 PM

6. The offer must be duly received by the LEWADI BAC Secretariat through manual submission at the office address indicated below on or before January 30, 2025, 03:00 PM. Late submission shall not be accepted.
7. Bid opening shall be on January 30, 2025, 03:00 PM at the given address below. Bids will be opened in the presence of the bidder's representative who choose to attend the activity.
8. Further information may be obtained from the following:

**JEANNETTE MAYAO MABAGUE**

BAC Secretariat  
Lebak Water District  
Purok Mahogany, Brgy. Aurelio F. Freires Sr.,  
Municipality of Lebak, Province of Sultan Kudarat  
Tel No. (064) 205-3554; Cell No. 0905-400-7534  
Email: lewadi.bac2021@gmail.com

9. The Lebak Water District (LEWADI) 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

*Signed dated 01/22/2025*

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**ENGR. HENRY JAMES H. GALLETO**  
Chairperson, Bids and Awards Committee



## SECTION II. INSTRUCTIONS TO BIDDERS

## 1. Scope of Bid

The Procuring Entity, **Lebak Water District** wishes to receive Bids for the **PROCUREMENT OF SECURITY AND JANITORIAL SERVICES FOR THE CY 2025** with Project Identification Number **GIP2024-10-008**.

The Procurement Project (referred to herein as "Project") is composed of **2 items**, 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 **2025** in the amount of **SEVEN HUNDRED FIFTY THOUSAND SEVEN HUNDRED SEVENTY-SIX PESOS & 40/100 (PHP750,776.40)**.

2.2. The source of funding is:

a. GOCC, the proposed Corporate Operating Budget.

## 3. Negotiation Requirements

The Negotiated Procurement – Two Failed Biddings 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. 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. 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.

## 9.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Five (5) years) prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - 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 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 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 until **120 calendar 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 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.

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 maybe. In this case, the Bid Security as required by **ITB** Clause 14 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:

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

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

## **20. Post-Qualification**

20.1. 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 For this purpose, contracts similar to the Project shall be:
- a. **PROCUREMENT OF SECURITY AND JANITORIAL SERVICES**
  - b. Completed within Five (5) years prior to the deadline for the submission and receipt of bids.
- 7.1 Subcontracting is not allowed.
- 12 The price of the Goods shall be quoted DDP **Lebak Water District, Purok Mahogany, Barangay Aurelio F. Freires Sr., Lebak, Sultan Kudarat** 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:
- a. The amount of not less than **Php15,015.52** [two percent (2%) of 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 **Php37,538.82** [five percent (5%) of ABC], if bid security is in Surety Bond.
- 15 Each bidder shall submit three (3) copies of the technical and financial components of its bid: one (1) certified true copy of the original documents and two (2) photocopies thereof. Documents to be submitted shall be properly tabbed and labeled.
- 19.3 Not applicable.
- 20.2 Not applicable.
- 21.2 Not applicable.



## 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

### 1. DURATION OF AGREEMENT

The Service Provider shall undertake Security and Janitorial Services as herein mentioned, covering the period from January 01, 2025 to December 31, 2025.

### 2. QUALIFICATION REQUIREMENTS FOR SERVICE PROVIDER

#### FOR SECURITY SERVICES

#### 1) Schedule of Requirements:

- Three (3) Regular Security Guards with 8 hours shifting to complete the services of 24 hours / 7 days a week.
- One (1) 9mm Caliber Pistol with Ammunition and Accessories. Firearms should be in good conditions, covered with license by PNP-FEO with complete load and ammunition.
- One (1) Handheld Metal Detector.
- One (1) Portable Flashlight.
- One (1) Rechargeable Emergency Light.
- One (1) Handcuff.
- One (1) Rattan Baton.

#### 2) Duties and Responsibilities of the Service Provider:

- The Security Provider shall have the necessary experience and expertise in providing security services.
- The security guards must be duly licensed, properly skilled/trained, of good moral character, psychologically, mentally and physically fit, and with the following minimum qualifications: (i) Filipino citizen; (ii) Not more than 45 years old; (iii) Must have completed at least a high school graduate; (iv) The Service Provider shall also submit the following documentary requirements prior posting: Certificate from any accredited security training institute of the Private Security Licensing of PNP, NBI Clearance; PNP Clearance; Barangay Clearance; Physical/Medical/Health Certificate; Psychoneurotic test; and Personal Data Sheet; (v) Perform other tasks that maybe assigned from time to time.
- The Security Provider shall be responsible in supervising and monitoring the security guards deployed at the LEWADI to ensure that they efficiently perform their duties and responsibilities as herein provided.
- The Security Provider shall ensure that security guards are to be provided with proper uniforms and paraphernalia, firearms and ammunitions and other basic equipment as provided in RA No. 5487 including security related equipment and vehicles in accordance with Schedule of Requirements.
- The security services shall cover all LEWADI Offices but not limited to the following: (a) Conduct security checks of all visitors entering the Office Building; (b) Monitor the entry of all officials, employees and visitors and logs their arrival and departure; (c) Conduct three (3) roving inspection during night-time to prevent incidence of theft or fire; (d) Unplug computers and office equipment during night-time except equipment in the Data Center / CCTV; (e) Conduct regular roving inspection of the LEWADI vehicles at the parking lots; (f) Implement minimum health and safety protocols for the prevention of COVID-19 such as: checking of body temperature and scanning of CCTS code; (g) Perform other tasks that maybe assigned from time to time.

- The Security Provider shall provide, at its own expense, all the necessary supplies of the security guards deployed at the LEWADI Office.
- The Security Provider shall submit every month to the LEWADI a photocopy of the logbook of officials, visitors and employees.
- Submit its own security plan which includes COVID-19 Protocol in workplace for the purpose of maintaining law and order at the LEWADI Offices even at times of pandemic. The security plan shall be submitted within 5 days after the issuance of Notice to Proceed.
- The Security Provider shall assume full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract.
- The Security Provider shall be able to respond to security issues within three (3) hours from receipt of notification. In case of delays in the three (3) hour response time, corresponding penalties or liquidated damages will be implemented.
- In case of emergencies or urgent security concerns within the office premises, the security guards should respond immediately.
- The Security Provider shall guarantee that all security guards follow all regulations, policies, security programs and plans as contained in the approved security plan to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of LEWADI including authorized visitors in the execution of their duties.
- The Security Provider shall submit promptly every morning to LEWADI the shift guard mounting reports, as well as reports of all incidents of loss, injury and damage to life and property, involving LEWADI's property and personnel that occurred during the previous day.
- The Security Provider shall provide monthly security shifting schedule to be approved by the LEWADI in order to exercise effective administration, control, supervision and inspection, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty. Security Provider shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to LEWADI's personnel or visitors within LEWADI areas. In case of absences and non-reliever, the LEWADI has the right to deduct equivalent amount in its monthly billing.
- The Security Provider shall ensure that in no case shall the security guard render services for more than an 8-hour shift.
- The Security Provider shall comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances and all other benefits to its security personnel within legal rates provided under DOLE Department Order No. 150-16 and other related laws and all other legal benefits of its employees.

#### **FOR JANITORIAL SERVICES**

##### **1) Schedule of Requirements:**

- One (1) personnel with eight (8)-hour work per day, six (6) days a week (Monday to Saturday)
- Filipino citizen
- Male or female
- Not less than 18 years' old
- At least high school graduate
- Well-trained, physically and mentally fit, of good moral character and covered by appropriate clearances from DOH-accredited health centers, NBI, Police and Barangay

- Agency training on proper housekeeping, cleaning and use of janitorial equipment

2) Duties and Responsibilities of a Service Provider:

- Provide and deliver, at its own expense all the required services such as personnel to the LEWADI at the start of operations, without need for demand.
- The Service Provider shall be held responsible for any damage/destruction to any office furniture and fixtures, equipment, and plumbing fixtures due to the fault or negligence of its personnel.
- Observe office rules and regulations prescribed by the LEWADI including subjecting all janitors to appropriate security inspection every time they enter and leave the premises.
- The Service Provider shall comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its personnel within legal rates provided under applicable laws, rules and regulations.
- Statutory increase in salaries, allowances, benefits, additional compensation shall be borne by LEWADI but the agency fee shall not be included in the computation of the increase.
- Require their employees to always wear the prescribed uniform, identification card and safety gadgets.
- The Service Provider must provide all necessary equipment and/or transportation services, if necessary, to its personnel in case of community emergencies or calamities to continuously provide its service to LEWADI.
- The LEWADI, through its Administrative Services Section shall monitor the implementation of the utility services in accordance with the specifications and conditions of the contract.
- Payment by LEWADI to the Service Provider shall be on a monthly basis upon submission of billing statement and acceptance of output of the Service Provider in compliance with the provision of labor laws, rules and regulations.
- In case of violation of any of the provisions of this Contract, the LEWADI shall issue written notice to the Service Provider of the violation on the provisions of this Contract with corresponding penalties: **(a) 1<sup>st</sup> offense:** Verbal warning thru utility personnel; **(b) 2<sup>nd</sup> offense:** Written warning; **(c) 3<sup>rd</sup> offense:** Termination of Contract and liquidated damages in accordance to government rules and regulations.

### 3. DELIVERY AND DOCUMENTS

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:

“The delivery terms applicable to this Contract are delivered **Lebak Water District, Purok Mahogany, Barangay Aurelio F. Freires Sr., Lebak, Sultan Kudarat**. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is **JOSE PAMOCOL, MBA**.

### 4. INCIDENTAL SERVICES

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- 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

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.

## **5. TRANSPORTATION**

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.

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.

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.

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.

## **2.2 THE TERMS OF PAYMENT SHALL BE AS FOLLOWS:**

Monthly payment for the services rendered will be processed upon receipt of monthly billing statement and summary of attendance of security and janitorial personnel.



# SECTION VI. SCHEDULE OF REQUIREMENTS

The completion schedule expressed as weeks/months stipulates hereafter the delivery of goods to the project site.

Bidders must state "Comply" or any equivalent term in the column "Bidder's Statement of Compliance" against each of the individual parameters of each SCHEDULE.

Item No.	Item Description	Quantity	Total	Delivered, Weeks/Months
1	Security Services	1 lot	1 lot	Delivery of the Goods is required by for a period starting from January 01, 2025 to December 31, 2025.
2	Janitorial Services	1 lot	1 lot	

# SECTION VII. TECHNICAL SPECIFICATIONS

# TECHNICAL SPECIFICATIONS

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Item No.	Item Description	Specifications	Statement of Compliance
1	Security Services	Please see Annex A: Security Services Description	
2	Janitorial Services	Please see Annex B: Janitorial Services Description	

## ANNEX A: SECURITY SERVICES DESCRIPTION

SCHEDULE OF REQUIREMENTS	
a.	Covering the period from 01 January 2025 to 31 December 2025.
b.	Three (3) Regular Security Guards with 8 hours shifting to complete the services of 24 hours / 7 days a week.
c.	One (1) 9mm Caliber Pistol with Ammunition and Accessories. Firearms should be in good conditions, covered with license by PNP-FEO with complete load and ammunition.
d.	One (1) Handheld Metal Detector.
e.	One (1) Portable Flashlight.
f.	One (1) Rechargeable Emergency Light.
g.	One (1) Handcuff.
h.	One (1) Rattan Baton.

QUALIFICATION REQUIREMENTS OF SECURITY SERVICE PROVIDER	
I.	The Security Provider shall have the necessary experience and expertise in providing security services.
II.	The security guards must be duly licensed, properly skilled/trained, of good moral character, psychologically, mentally and physically fit, and with the following minimum qualifications: (i) Filipino citizen; (ii) Not more than 45 years old; (iii) Must have completed at least a high school graduate; (iv) The Service Provider shall also submit the following documentary requirements prior posting: Certificate from any accredited security training institute of the Private Security Licensing of PNP, NBI Clearance; PNP Clearance; Barangay Clearance; Physical/Medical/Health Certificate; Psychoneurotic test; and Personal Data Sheet; (v) Perform other tasks that maybe assigned from time to time.
III.	The Security Provider shall be responsible in supervising and monitoring the security guards deployed at the LEWADI to ensure that they efficiently perform their duties and responsibilities as herein provided.
IV.	The Security Provider shall ensure that security guards are to be provided with proper uniforms and paraphernalia, firearms and ammunitions and other basic equipment as provided in RA No. 5487 including security related equipment and vehicles in accordance with Schedule of Requirements.
V.	The security services shall cover all LEWADI Offices but not limited to the following: (a) Conduct security checks of all visitors entering the Office Building; (b) Monitor the entry of all officials, employees and visitors and logs their arrival and departure; (c) Conduct three (3) roving inspection during night-time to prevent incidence of theft or fire; (d) Unplug computers and office equipment during night-time except equipment in the Data Center / CCTV; (e) Conduct regular roving inspection of the LEWADI vehicles at the parking lots; (f) Implement minimum health and safety protocols for the prevention of COVID-19 such as: checking of body temperature and scanning of CCTS code; (g) Perform other tasks that maybe assigned from time to time.
VI.	The Security Provider shall provide, at its own expense, all the necessary supplies of the security guards deployed at the LEWADI Office.
VII.	The Security Provider shall submit every month to the LEWADI a photocopy of the logbook of officials, visitors and employees.

VIII.	Submit its own security plan which includes COVID-19 Protocol in workplace for the purpose of maintaining law and order at the LEWADI Offices even at times of pandemic. The security plan shall be submitted within 5 days after the issuance of Notice to Proceed.
IX.	The Security Provider shall assume full responsibility for the faithful and complete performance by the security guards of all their duties pursuant to the provisions of this Contract.
X.	The Security Provider shall be able to respond to security issues within three (3) hours from receipt of notification. In case of delays in the three (3) hour response time, corresponding penalties or liquidated damages will be implemented.
XI.	In case of emergencies or urgent security concerns within the office premises, the security guards should respond immediately.
XII.	The Security Provider shall guarantee that all security guards follow all regulations, policies, security programs and plans as contained in the approved security plan to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of LEWADI including authorized visitors in the execution of their duties.
XIII.	The Security Provider shall submit promptly every morning to LEWADI the shift guard mounting reports, as well as reports of all incidents of loss, injury and damage to life and property, involving LEWADI's property and personnel that occurred during the previous day.
XIV.	The Security Provider shall provide monthly security shifting schedule to be approved by the LEWADI in order to exercise effective administration, control, supervision and inspection, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty. Security Provider shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to LEWADI's personnel or visitors within LEWADI areas. In case of absences and non-reliever, the LEWADI has the right to deduct equivalent amount in its monthly billing.
XV.	The Security Provider shall ensure that in no case shall the security guard render services for more than an 8-hour shift.
XVI.	The Security Provider shall comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances and all other benefits to its security personnel within legal rates provided under DOLE Department Order No. 150-16 and other related laws and all other legal benefits of its employees.

## ANNEX B: JANITORIAL SERVICES DESCRIPTION

SERVICES	ITEMS/AREAS TO BE CLEANED FREQUENCY	MINIMUM REQUIREMENT
<b>A. JANITORIAL SERVICES</b>		
1. Sweeping, mopping, spot scrubbing	Floor areas of the office building	Daily
2. Dusting/damp wiping and polishing	Vertical and horizontal surfaces; tables; chairs; cabinet; racks; computers /printers and other furniture /equipment	Daily
3. Trash removal: emptying and cleaning of waste cans /baskets and proper disposal of garbage	Waste cans and baskets	Daily /at the end of the day
4. Cleaning, deodorizing and disinfecting	Comfort rooms, washrooms and pantries	Daily
5. Cleaning	Window blinds; drinking water dispensers; shelves or filing cabinet	Daily
6. General cleaning	All areas	Every Saturday
<b>B. MISCELLANEOUS SERVICES</b>		
1. Carrying or hauling of furniture and fixtures, supplies, records, etc.		As Needed
2. Other janitorial activities and related services that maybe assigned from time to time by LEWADI officials and employees.		As Needed
3. Reporting of all breakage and electrical malfunctions, plumbing, necessary repair works, etc.		Immediately
<b>C. QUALIFICATION OF JANITORS / UTILITIES</b>		
1. Filipino citizen		
2. Male or female		
3. Not less than 18 years old		
4. At least high school graduate		
5. Well-trained, physically and mentally fit, of good moral character and covered by appropriate clearances from DOH-accredited health centers, NBI, Police and Barangay		
6. Agency training on proper housekeeping, cleaning and use of janitorial equipment		
<b>D. SCOPE OF UNDERTAKING</b>		
1. Janitorial services shall render eight (8)-hour work per day, six (6) days a week (Monday to Saturday) in accordance with the scope of service/work, standards, approved janitorial plan and manpower compliment and deployment plan.		
2. In the event of resignation, absence with or without authorized leave of the janitor, the Service Provider undertakes to deploy a substitute/replacement immediately, without need of demand from the LEWADI. In case of failure of the Service Provider to comply with this term, the LEWADI has the right to deduct the corresponding payment from the monthly billing.		
3. The Service Provider shall endorse and submit the names and information of the one (1) utility personnel that will be deployed in LEWADI and one (1) utility substitute /replacement.		
4. The Service Provider shall be responsible in supervising and monitoring its employees to ensure that they efficiently perform their duties and responsibilities as herein indicated.		

5. The Service Provider shall maintain satisfactory level of performance throughout the duration of the contract as prescribed in GPPB Resolution No. 24-2007 dated September 28, 2007. The performance assessment shall be done every six (6) months.
6. The Technical Proposal of prospective bidders shall also be evaluated in terms of the Bidder's technical competence to deliver efficient and quality security services to the procuring entity prescribed in the GPPB Resolution No. 24-2007 (September 28, 2007).
<b>E. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER</b>
1. Provide and deliver, at its own expense all the required services such as personnel to the LEWADI at the start of operations, without need for demand.
2. The Service Provider shall be held responsible for any damage/destruction to any office furniture and fixtures, equipment, and plumbing fixtures due to the fault or negligence of its personnel.
3. Observe office rules and regulations prescribed by the LEWADI including subjecting all janitors to appropriate security inspection every time they enter and leave the premises.
4. The Service Provider shall comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its personnel within legal rates provided under applicable laws, rules and regulations.
5. Statutory increase in salaries, allowances, benefits, additional compensation shall be borne by LEWADI but the agency fee shall not be included in the computation of the increase.
6. Require their employees to always wear the prescribed uniform, identification card and safety gadgets.
7. The Service Provider must provide all necessary equipment and/or transportation services, if necessary, to its personnel in case of community emergencies or calamities to continuously provide its service to LEWADI.
8. The LEWADI, through its Administrative Services Section shall monitor the implementation of the utility services in accordance with the specifications and conditions of the contract.
9. Payment by LEWADI to the Service Provider shall be on a monthly basis upon submission of billing statement and acceptance of output of the Service Provider in compliance with the provision of labor laws, rules and regulations.
10. In case of violation of any of the provisions of this Contract, the LEWADI shall issue written notice to the Service Provider of the violation on the provisions of this Contract with corresponding penalties: <b>(a) 1<sup>st</sup> offense:</b> Verbal warning thru utility personnel; <b>(b) 2<sup>nd</sup> offense:</b> Written warning; <b>(c) 3<sup>rd</sup> offense:</b> Termination of Contract and liquidated damages in accordance to government rules and regulations.

## SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS



# CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

## I. TECHNICAL COMPONENT ENVELOPE

### Class “A” Documents

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

#### 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**
- ☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- ☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### Class “B” Documents

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

## II. FINANCIAL COMPONENT ENVELOPE

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

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

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