



Bids and Awards Committee I

SUBJECT : **BID BULLETIN No. 1**

PROJECT NO. : **2023-CSSO(001)-BI-CB-001**

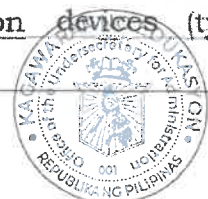
PROJECT : **Procurement of Security Services for DepEd Central Office, DepEd Taguig City, DepEd Baguio Teacher's Camp, DepEd NEAP and DepEd Bagabag, Nueva Vizcaya**

DATE : **November 21, 2022**

This Bid Bulletin is hereby issued for the information and guidance of all prospective bidders and shall form an integral part of the bidding documents issued earlier for the above project.

I. Section III. Bid Data Sheet

	Original	Provision as Amended
ITB Clause 20.2, pages 20-21 (Added Roman Numeral No. "xi")	<p>XXXX</p> <p>b. Other Document Requirements:</p> <ul style="list-style-type: none"> i. Valid and current regular (not provisional) License to Operate (LTO) a private security agency issued PNP ii. Certification of No Derogatory Records from PNP Civil Security Group Security Agency and Guard Supervision (SAGSD) or any appropriate PNP office iii. Authenticated copy of PADPAO membership/registration iv. SSS, Philhealth and Pag-ibig Clearance v. Notarized list of security guards with license number and expiry date vi. Notarized list of licensed firearms with complete description (Make, Type, Caliber, Serial Number, and License Number with expiry date) vii. Notarized list of existing communication devices (type 	<p>XXXX</p> <p>b. Other Document Requirements</p> <ul style="list-style-type: none"> i. Valid and current regular (not provisional) License to Operate (LTO) a private security agency issued PNP ii. Certification of No Derogatory Records from PNP Civil Security Group Security Agency and Guard Supervision (SAGSD) or any appropriate PNP office iii. Authenticated copy of PADPAO membership/registration iv. SSS, Philhealth and Pag-ibig Clearance v. Notarized list of security guards with license number and expiry date vi. Notarized list of licensed firearms with complete description (Make, Type, Caliber, Serial Number, and License Number with expiry date) vii. Notarized list of existing communication devices (type



	<p>indicated) pursuant to National Telecommunication Commission's (NTC) License or Permit to Operate Radio Communication Facilities</p> <p>viii. National Labor Relations Commission (NLRC) Clearance/Certification No Pending Case OR No Pending Case on Appeal within the past two (2) years</p> <p>ix. A notarized Undertaking that the bidder complies with Labor Laws and Standards and other Social Legislation such as those of the DOLE, SSS, Philhealth, and Pag-ibig as specified under GPPB Circular No. 01-2008</p> <p>x. A certification on its performance rating, which at the minimum must be satisfactory, for the security services contract from at least one of its most recent clients within the past three (3) years</p> <p>XXXX</p>	<p>indicated) pursuant to National Telecommunication Commission's (NTC) License or Permit to Operate Radio Communication Facilities</p> <p>viii. National Labor Relations Commission (NLRC) Clearance/Certification No Pending Case OR No Pending Case on Appeal within the past two (2) years</p> <p>ix. A notarized Undertaking that the bidder complies with Labor Laws and Standards and other Social Legislation such as those of the DOLE, SSS, Philhealth, and Pag-ibig as specified under GPPB Circular No. 01-2008</p> <p>x. A certification on its performance rating, which at the minimum must be satisfactory, for the security services contract from at least one of its most recent clients within the past three (3) years</p> <p>xi. Certificate of Firearms Training to be covered by the Service Provider.</p> <p>XXXX</p>
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II. Section VII. Technical Specifications/Terms of Reference

	Original	Provision as Amended
<p>Annex D. Terms of Reference</p> <p>(Corrected Roman Numeral No. from "X" to "XI")</p>	<p>XXXX</p> <p>X. Performance Security</p> <p>1. To guarantee the faithful performance of the obligations and services required under this Agreement, the Security Agency shall, prior to the execution of this Agreement, post in favor of DepEd a Performance Security in the form of Cash, Manager's/Cashier's check in the amount equivalent to five</p>	<p>XXXX</p> <p>XI. Performance Security</p> <p>1. To guarantee the faithful performance of the obligations and services required under this Agreement, the Security Agency shall, prior to the execution of this Agreement, post in favor of DepEd a Performance Security in the form of Cash, Manager's/Cashier's check in the amount equivalent to five</p>



	<p>(5%) percent of the total contract price, or, in the form of a bank draft/Guarantee issued by a reputable universal or commercial bank in the amount equivalent to five (5%) percent of the total contract price, or, in the form of a Surety Bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in the amount equivalent to thirty (30%) percent of the total contract price.</p> <p>2. In the event that the performance security posted by the Security Agency shall be deemed inadequate or otherwise unacceptable by DepEd, DepEd shall have the right to require the Security Agency to post a performance security in such form and amount as determined by DepEd and allowed under existing laws and regulations.</p> <p>3. The Performance Security shall be released to the Security Agency within thirty (30) days from the end of the term of the Agreement and upon the certification of DepEd that the Security Agency has faithfully and completely performed its obligations under this Agreement. The Performance Security shall answer for any damage DepEd may suffer by reason of the Security Agency's default of any of its obligations and/or breach of the terms and conditions of this Agreement and shall likewise guarantee payment for any loss, damage or injury that may be caused by the Security</p>	<p>(5%) percent of the total contract price, or, in the form of a bank draft/Guarantee issued by a reputable universal or commercial bank in the amount equivalent to five (5%) percent of the total contract price, or, in the form of a Surety Bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in the amount equivalent to thirty (30%) percent of the total contract price.</p> <p>2. In the event that the performance security posted by the Security Agency shall be deemed inadequate or otherwise unacceptable by DepEd, DepEd shall have the right to require the Security Agency to post a performance security in such form and amount as determined by DepEd and allowed under existing laws and regulations.</p> <p>3. The Performance Security shall be released to the Security Agency within thirty (30) days from the end of the term of the Agreement and upon the certification of DepEd that the Security Agency has faithfully and completely performed its obligations under this Agreement. The Performance Security shall answer for any damage DepEd may suffer by reason of the Security Agency's default of any of its obligations and/or breach of the terms and conditions of this Agreement and shall likewise guarantee payment for any loss, damage or injury that may be caused by the Security</p>
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	<p>Agency to DepEd, its officers, employees, clients, and guests.</p> <p>4. The Performance Security shall be forfeited in favor of DepEd in the event it is established that the Security Agency is in default, committed breach of its obligation under this Agreement and/or failure to comply with any of the terms and conditions of this Agreement. Any changes made in the Agreement shall in no way annul, release or affect the liability of the Security Agency and the surety.</p> <p>XXXX</p>	<p>Agency to DepEd, its officers, employees, clients, and guests.</p> <p>4. The Performance Security shall be forfeited in favor of DepEd in the event it is established that the Security Agency is in default, committed breach of its obligation under this Agreement and/or failure to comply with any of the terms and conditions of this Agreement. Any changes made in the Agreement shall in no way annul, release or affect the liability of the Security Agency and the surety.</p> <p>XXXX</p>
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III. Section VIII. Checklist of Technical and Financial Documents

	Original	Provision as Amended
<p>Checklist of Technical and Financial Component, pages 54-55</p> <p>(Corrected the sequence of item letters "c" to "m")</p>	<p>XXXX</p> <p><u>Technical Documents</u></p> <p><input type="checkbox"/> (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;</p> <p><input type="checkbox"/> (c). Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;</p> <p><input type="checkbox"/> (c). Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification</p>	<p>XXXX</p> <p><u>Technical Documents</u></p> <p><input type="checkbox"/> (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;</p> <p><input type="checkbox"/> (c). Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;</p> <p><input type="checkbox"/> (d). Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification</p>



issued by the Insurance Commission; or an Original copy the of **Notarized Bid Securing Declaration**;

(d). **Conformity with the Technical Specifications**, which may include **production/delivery schedule, manpower requirements, and/or after-sales/parts**, if applicable;

(e). 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

(f). The prospective bidder's **audited financial statements**, showing, among others, the prospective bidder'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

(g). Duly signed **Net Financial Contracting Capacity (NFCC) Computation**, which must be least the amount of ABC to be bid;
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

issued by the Insurance Commission; or an Original copy the of **Notarized Bid Securing Declaration**;

(e). **Conformity with the Technical Specifications**, which may include **production/delivery schedule, manpower requirements, and/or after-sales/parts**, if applicable;

(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 **audited financial statements**, showing, among others, the prospective bidder'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

(h). Duly signed **Net Financial Contracting Capacity (NFCC) Computation**, which must be least the amount of ABC to be bid;
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.

*If a Joint Venture has been registered, a **Certificate of Registration issued by SEC** must be submitted prior to Contract, **in accordance with NPM No. 163-2015** provisions of the JVA in the instance that the bid is successful;*

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

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

II. FINANCIAL COMPONENT ENVELOPE

- (k). Original of duly signed and accomplished Financial Bid Form; and

Class "B" Documents

- (i) 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.

*If a Joint Venture has been registered, a **Certificate of Registration issued by SEC** must be submitted prior to Contract, **in accordance with NPM No. 163-2015** provisions of the JVA in the instance that the bid is successful;*

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

- (j). *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.*
- (k). *Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.*

II. FINANCIAL COMPONENT ENVELOPE


- (l). Original of duly signed and accomplished Financial Bid Form; and



	<p>(l).Original of duly signed and accomplished Price Schedule(s).</p> <p><i>Note: The bidder shall carefully review the above requirements and ensure compliance with the bidding documents issued by DepEd.</i></p> <p><i>The bidders shall also include the Table of Contents and corresponding tabs/labels, and a complete and faithful digital copy of all submitted documents stored in two (2) USB/flash drives included in the Technical Component and Financial Envelopes, respectively, to help facilitate examination by the BAC.</i></p>	<p>(m). Original of duly signed and accomplished Price Schedule(s).</p> <p><i>Note: The bidder shall carefully review the above requirements and ensure compliance with the bidding documents issued by DepEd.</i></p> <p><i>The bidders shall also include the Table of Contents and corresponding tabs/labels, and a complete and faithful digital copy of all submitted documents stored in two (2) USB/flash drives included in the Technical Component and Financial Envelopes, respectively, to help facilitate examination by the BAC.</i></p>
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All other provisions of the Bidding Documents not herein modified shall remain in full force and effect.

For your information and guidance.


Atty. KRISTIAN R. ABLAN
 Undersecretary and BAC I Chairperson