



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF AGRARIAN REFORM**  
Tunay na Pagbabago sa Repormang Agraryo

# **BID DOCUMENTS**

**FOR THE**

**PROCUREMENT  
OF SECURITY SERVICES**

**CY 2021**

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## SCHEDULE OF BIDDING ACTIVITIES

Activities	Date/Time
Advertisement/Publication of Invitation to Bid	October 27, 2020
Inspection/Issuance of Bid Documents	November 4, 2020
Pre-Bid Conference	November 4, 2020, 2:00pm
Deadline for Submission of Bids <ul style="list-style-type: none"> <li>• Eligibility Requirement</li> <li>• Technical Proposal</li> <li>• Financial Proposal</li> </ul>	November 16, 2020 (12:00 Noon)
Opening of Bids <ul style="list-style-type: none"> <li>• Eligibility Requirement</li> <li>• Technical Proposal</li> <li>• Financial Proposal</li> </ul>	November 17, 2020 (2:00 PM)
Evaluation/Determination of the Agency Lowest Calculated Responsive Bid	November 17, 2020
Post Qualification (BAC deliberation on the result of evaluation)	November 18, 2020
Approval of the Resolution of Award and Issuance of Notice of Award	November 19, 2020
Contract Preparation and Signing	November 20, 2020
Issuance of Notice to Proceed	November 22, 2020

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**Atty. CHRISTINE MONTES PUL-OC**  
*Chairperson, BAC*



## INVITATION TO BID

1. The Department of Agrarian Reform Regional Office - Cordillera Administrative Region (DARRO-CAR) through its Bids and Awards Committee (BAC), invites bids for Security Services for CY 2021.

Approved Budget of the Contract (ABC)	Price of Bidding Documents
PhP 1,314,000.00	PhP 1,000.00

Bids received in excess of the ABC shall be automatically rejected at the bid opening.

2. The DARRO-CAR invites bids for the above-mentioned project. The description of an eligible bidder is contained in the Bidding Documents.
3. Bidding will be conducted through open competitive bidding in accordance with the Competitive Bidding procedures using a nondiscretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
4. Bidding is restricted to Filipino citizens in case of sole proprietorship or partnerships, or corporate organizations with at least sixty (60%) percent 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 5183 and subject to Commonwealth Act 138.
5. Interested bidders may obtain further information from the DARRO-CAR BAC Secretariat and inspect the Bidding Documents from 8:00 a.m. to 5:00 p.m. Mondays to Fridays starting **November 4, 2020**.
6. A complete set of Bidding Documents may be secured by interested bidders at the Office of the BAC Secretariat upon payment of a non-refundable fee in the amount of **One Thousand Pesos (PhP1,000.00)**. The method of payment shall be in the form of cash or manager’s check payable to DARRO-CAR.

It may also be downloaded from the website of the **Philippine Government Electronic Procurement System (PhilGEPS)** and the website of the DARRO-CAR provided that Bidders shall pay the aforesaid nonrefundable fee for bidding documents together with the submission of their bids.

7. The DARRO-CAR will hold a **Pre-Bid Conference** with all interested bidders on **November 4, 2020 (Wednesday) at 2:00 PM**, Conference Room, No. 55 Bokawkan Rd., cor. Easter Rd., Baguio City.
8. Bids must be delivered on or before **12:00 noon of November 16, 2020 (Monday)** to the Office of the **BAC Secretariat**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **Invitation to BID (ITB)**.

Bid opening shall be on:

Date and Time	Venue
<b>November 17, 2020 (Tuesday) @ 2:00 PM</b>	<b>DARRO-CAR Conference Room, No. 55 Bokawkan Rd., cor. Easter Rd., Baguio City</b>

9. The DARRO-CAR reserves the right to accept or reject any bid, to annul the bidding process, to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder(s).
10. For further information, please contact

BAC Secretariat  
 Department of Agrarian Reform Regional Office - CAR  
 No. 55 Bokawkan Rd., cor. Easter Rd., Baguio City  
 Tel No. (074) 445-3214/422-5873  
[www.dar.gov.ph](http://www.dar.gov.ph)

**ATTY. CHRISTINE MONTES PUL-OC**  
 Chairperson, Bids and Awards Committee

# INSTRUCTION TO BIDDERS

## 1. Scope of Bid

- 1.1. The DARRO-CAR Management wishes to invite proponents with at least five (5) years of continuous business operations as a legitimate security agency to apply for eligibility and to bid for Security Services at DARRO-CAR's Office located at No. 55 Bokawkan Rd., cor. Easter Rd., Baguio City.
- 1.2. Duration of the Contract is one (1) year commencing upon signing of the Contract for Security Services.
- 1.3. Detailed Personnel and Equipment requirements are contained in the Terms of Reference (TOR) of the bidding documents.

## 2. Approved Budget for the Contract

- 2.1. In compliance with the requirements of RA 9184, the Approved Budget for the Contract (ABC) is **ONE MILLION THREE HUNDRED FOURTEEN THOUSAND (PhP1,314,000.00) PESOS.**
- 2.2. Bids in excess of the ABC shall be rejected.

## 3. Corrupt, Fraudulent, and Coercive Practices

- 3.1. The DARRO-CAR as well as the bidders shall observe the highest standard of ethics during the procurement and contract execution. In pursuance of this policy, the DARRO-CAR:
  - a. defines, for purposes of this provision, the terms set forth below as follows:
    - a.1. "Corrupt Practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
    - a.2. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid



submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

a.3. “Collusive Practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

a.4. “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

a.5. “Obstructive Practice” is:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

b. Will reject a proposal for award if it determines that the bidder recommended for award has engaged in any of the practices mentioned above for purposes of competing for the contract.

3.2. Further, the DARRO-CAR will seek to impose the maximum civil, administrative and/or penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned.

#### **4. Conflict of Interest**

4.1. All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A bidder may be considered to have conflicting interests with another bidder in any of the events described in paragraphs (a) through (c) below and a general

conflict of interest in any of the circumstances set out in paragraphs (d) through (e) below:

- (a.) A bidder has controlling shareholders in common with another bidder;
- (b.) A bidder receives or has received any direct or indirect subsidy from any other bidder;
- (c.) A bidder has the same legal representative as that of another bidder for purposes of this bid;
- (d.) A bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another bidder or influence the decisions of the DARRO-CAR regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
- (e.) A bidder submits more than one bid in this bidding process.

4.2. All bidding documents shall be accompanied by a sworn affidavit of the bidder that it is not related to the Head of the DARRO-CAR, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), or members of the BAC Secretariat by consanguinity or affinity up to the third civil degree. This Section shall apply to the following persons:

- (a.) If the bidder is an individual or a sole proprietorship, to the bidder himself;
- (b.) If the bidder is a partnership, to all its officers and members;
- (c.) If the bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- (d.) If the bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Section shall correspondingly apply to each of the members of the said JV, as may be appropriate.

4.3. Relationship of any nature described above or failure to comply with this Section will result in the automatic disqualification of a bidder.

## 5. Eligible Bidders

5.1.1. The following persons shall be eligible to participate in this Bidding:

- 5.1.1.1. Duly licensed Filipino citizens/sole proprietorships;
- 5.1.1.2. Partnerships 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;
- 5.1.1.3. 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;
- 5.1.1.4. A JV of two (2) or more firms as partners who complies with the following requirements:
  - a. The Joint Venture Agreement shall be signed so as to be legally binding on all partners.
  - b. One of the partners shall be authorized to be in charge; and this authorization shall be evidenced by submitting a special power of attorney signed by legally authorized signatories of all the partners;
  - c. The partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the JV;
  - d. All partners of the JV shall be jointly and severally liable in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above;
  - e. A copy of the notarized JVA entered into by the JV partners shall be submitted with the Bid.
- 5.1.1.5. Cooperatives duly registered with the Cooperative Development Authority (CDA).

## 6. Eligibility Check

- 6.1. Prior to Bid Opening the bidder must first pass an Eligibility Check. Only after a bidder has satisfactorily passed this eligibility check will its bid be included in the bid opening. A bidder shall submit its eligibility documents in an envelope marked "Eligibility Documents" **on or before November 16, 2020 at 12:00 noon.**

- 6.2. The documentary evidence of the bidder's eligibility to bid shall establish to the DARRO-CAR's satisfaction that the bidder, at the time of submission of its bid, is eligible.
- 6.3. The following documents shall, among others, comprise the prospective bidder's Confidential Application for Eligibility for the subject Project. They shall be tabbed as annexes to wit:

**Class "A" Documents:**

***Legal Documents:***

- a. Agency's Certificate of Registration with the Department of Trade and Industry (DTI), Securities and Exchange Commission (SEC) or Cooperative Development Authority (CDA);
- b. Mayor's/Business Permit or official receipt as proof that the bidder has applied for the renewal of its expired Mayor's/Business Permit;
- c. Taxpayer's Identification Number (TIN) of the company or proprietor;
- d. Omnibus Sworn Statement (**FORM 1**);
- e. Platinum Certificate proving that the Agency is registered with the Philippine Government Electronic Procurement System (PhilGEPS).

***Technical Documents:***

- a. Notarized Application for Eligibility or Confidential Eligibility Statement signed on all pages by the duly authorized signatory in blue ink (**FORM 2**);
- b. Agency's License to Operate as a Security Agency from the PNP Supervisory Office for Security and Investigative Agencies (SOSIA);
- c. Certificate of PADPAO membership;
- d. Affidavit that the Agency has been in continuous security operations for at least five (5) years (**FORM 3**);
- e. 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 project to be bid;
- f. Written authority issued to the person making the statement executed by the owner/s or Notarized Secretary's Certificate (**FORM 4 or FORM 5**).

**Financial Documents:**

- a. Certified true copies of Audited Financial Statements, stamped “Received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions for the last three consecutive calendar years (2019, 2018 and 2017);
- b. Certificate of Tax Clearance issued by the BIR for CY 2019;
- c. Affidavit of Net Financial Contracting Capacity or NFCC (**FORM 6**);
- d. Certificate of Agency’s Value Added Tax (VAT) Registration;
- e. Official Receipts for SSS, Pag-ibig and PhilHealth remittances for the period covering January 2020 to October 2020 or Certifications of payments from the said agencies with the requisite attachments such as the list of personnel covered by the payment, summary of periodic remittance, etc.

**Class “B” Documents:**

- a. Notarized Affidavit of the company/corporation having NO past and/or Pending Court/Administrative Cases (**FORM 7**);
- b. Notarized Affidavit of the company/corporation having past and/or Pending Court/Administrative Cases (**FORM 8**);

6.4. All the above Legal, Technical and Financial Documents shall form part of the duly accomplished Confidential Eligibility Statement. Failure to submit any required document constitutes a ground to declare an Applicant “ineligible”.

6.5. The DARRO-CAR’s eligibility check will be limited to establish the completeness of each prospective bidder’s eligibility requirement by determining the presence or absence of the documents required against a checklist of requirements using non-discretionary pass/fail criteria. If a prospective bidder submits the specific eligibility document required, it shall be rated as “passed” for that particular requirement. However, failure to submit a requirement or an incomplete or patently insufficient submission shall be considered “failed” for the particular eligibility requirement concerned.

**7. Bidding Documents**

- 7.1. Only bids from bidders that have purchased the bidding documents from DAR-CAR shall be accepted.
- 7.2. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information

or documentation required in the Bidding Documents shall result in the rejection of the Bid and the disqualification of the bidder.

## **8. Pre-Bid Conference**

- 8.1. To clarify and address the bidders' questions on the requirements, terms and conditions, and specifications stipulated in the bidding documents, a Pre-Bid Conference shall be held at the Conference Room of DARRO-CAR, No. 55 Bokawkan Rd., cor. Easter Rd., Baguio City on **4<sup>th</sup> day of November 2020 at 2:00 P.M.** Bidders are encouraged to attend the Pre-Bid Conference to ensure that they fully understand the DARRO-CAR's requirements. Non-attendance of the bidder will in no way prejudice its bid; however, the bidder is expected to know the changes and/or amendments to the bidding documents discussed during the Pre-Bid Conference. Any statement made at the Pre-Bid Conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.
- 8.2. Prospective bidders requiring any clarification on the Bidding Documents shall submit their request for clarification in writing to the BAC at the given address. The BAC will respond in writing to any request for clarification by issuing a Supplemental/Bid Bulletin, provided that such request is received at least ten (10) calendar days before the deadline for submission and receipt of bids. The BAC shall issue its response not later than seven (7) calendar days before the deadline for the submission and receipt of bids, to be made available to all bidders who have acquired the bidding documents for the project, including a description of the inquiry but without identifying its source. Should the DARRO-CAR deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following prescribed procedures.

## **9. Amendment to Bid Documents**

- 9.1. Supplemental/Bid Bulletins may be issued upon BAC initiative for purposes of clarifying or modifying any provision of the bidding documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. It is the responsibility of the BAC to notify in writing, all those who have properly secured the bidding documents. Any modification to the bidding documents shall be identified as an amendment. Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids.
- 9.2. It shall be the responsibility of all bidders who secured the bidding documents to ensure that they are aware of and secure any Bid Bulletins that may be issued for the purpose of the bidding.

## 10. Documents Comprising the Bid, Technical Proposals

10.1. The Technical Proposal shall contain the following information:

- a. The Bid Security as to form, amount and validity period or Bid Securing Declaration;
- b. Authority of the signatory (**FORM 4 or FORM 5**);
- c. Schedule of Requirements which shall include the delivery of equipment, manpower and other items stipulated in the TOR;
- d. Technical specifications (as per TOR);
  1. List of communication equipment in good working condition owned by the applicant and supported with licenses (**FORM 9**);
  2. List of Firearms in good working condition owned by the prospective bidder and supported with licenses (**FORM 10**);
  3. Prospective bidder's Organizational Chart indicating the names of its key officers;
  4. Names of security guards with their respective Curriculum Vitae (**FORM 11**);
- e. Commitment from licensed bank to extend to the bidder a credit line if awarded the contract to be bid, or cash deposit certificate, in an amount at least equal to ten percent (10%) of the approved budget for the contract to be bid: Provided, however, that if the bidder previously submitted this document as an eligibility requirement, the said previously submitted document shall suffice;
- f. Notarized Statement of the Eligible Bidder that the number of guards and equipment required under the Terms of Reference shall be ready for deployment upon award of the Contract without cost to DARRO-CAR (**FORM 12**);
- g. Proposed Contract for Security Services with the last page marked "READ AND ACCEPTED AND GOOD FOR AGREEMENT" and signed in BLUE INK by the Eligible Bidder or his duly authorized representative over printed name;
- h. Certificate from the bidder under oath declaring that the bid documents submitted have been fully "READ AND ACCEPTED AND GOOD FOR AGREEMENT (**FORM 13**).

## **11. Documents Comprising the Bid, Financial Proposal**

- 11.1. Duly signed Bid Price and Derivation of Price per security guard **using the prescribed Bid Form (FORM 14)**. The portion of the Financial Proposal indicating **“The Amount in Favor of the Guard and Government”** shall be fixed based on the rate prescribed by PADPAO Wage Order for Region CAR. Only the **“Administrative Overhead and Margin”** may be adjusted for competitive bidding.

## **12. Bid Submission: Technical and Financial Proposals**

- 12.1. The bidders shall submit their bids personally or through their authorized representative using the appropriate Bid Form on or before the deadline on **16 November 2020 at 12:00 noon** in three (3) separate sealed envelopes, the first envelope containing the eligibility documents, the second envelope containing the technical component of the bid and the third envelope containing the financial component of the bid addressed to the DARRO-CAR BAC. These forms must be completed and all blank spaces shall be filled in with the information requested.
- 12.2. The bidder shall bear all costs associated with the preparation and submission of its bid, and the DARRO-CAR shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **13. Bid Validity**

- 13.1. Bids shall remain valid for the period which shall not exceed one hundred twenty (120) days from the date of the opening of bids.
- 13.2. In exceptional circumstances, prior to the expiration of the bid validity period, the DARRO-CAR may request bidders to extend the period of the validity of their bids. The request and the responses shall be made in writing. The bid security should also be extended corresponding to, at least, the extension of the bid validity period. A bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A bidder granting the request shall not be required or permitted to modify its bid.

## **14. Bid Security**

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



Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 1.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 1.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period.
- 1.4. Upon signing and execution of the contract, and the posting of the performance security, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period.
- 1.5. The bid security may be forfeited on the following grounds:
  - (i) if a bidder withdraws its bid during the period of bid validity ;
  - (ii) if a bidder does not accept the correction of errors;
  - (iii) if have a finding against the veracity of any of the documents submitted;
  - (iv) submission of eligibility requirements containing false information or falsified documents;
  - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
  - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
  - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (xiii) if the successful bidder fails to sign the contract; or
- (xiv) if the successful bidder fails to furnish performance security .

### 15. Format and Signing of Bids

15.1. The bidder shall prepare an original of the Eligibility Documents, Technical Proposal, and Financial Proposal clearly marked as follows:

- \* "ORIGINAL – ELIGIBILITY DOCUMENTS";
- \* "ORIGINAL - TECHNICAL PROPOSAL"; and
- \* "ORIGINAL – FINANCIAL PROPOSAL".

In addition, the bidder shall submit two (2) duplicate copies each of the Eligibility Documents, Technical Proposal, and Financial Proposal, and clearly mark them as follows:

- \* "COPY NO. 1 - ELIGIBILITY DOCUMENTS";
- \* "COPY NO. 1 - TECHNICAL PROPOSAL"; and
- \* "COPY NO. 1 - FINANCIAL PROPOSAL".

and

- \* "COPY NO. 2 - ELIGIBILITY DOCUMENTS";
- \* "COPY NO. 2 - TECHNICAL PROPOSAL"; and
- \* "COPY NO. 2 - FINANCIAL PROPOSAL".

15.2. Any discrepancy whether in form or in substance shall be a ground for disqualification.

15.3. The original and copies of the bid documents shall be signed in blue ink **on all pages** by the bidder or the person/persons duly authorized to bind the bidder to the contract.

15.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## **16. Sealing and Marking of Bids**

16.1. Bidders shall enclose their original Eligibility Documents, Technical Proposal and Financial Proposal sealed in three separate envelopes marked “**ORIGINAL – ELIGIBILITY DOCUMENTS**”, “**ORIGINAL - TECHNICAL PROPOSAL**”, and “**ORIGINAL - FINANCIAL PROPOSAL**”, sealing them all in an outer envelope marked “**ORIGINAL BID**”. Each copy of the Eligibility Documents, Technical Proposal, and Financial Proposal shall be similarly sealed duly marking the inner envelopes as “**COPY NO. 1 - ELIGIBILITY DOCUMENTS**”, “**COPY NO. 1 - TECHNICAL PROPOSAL**”, and “**COPY NO. 1 – FINANCIAL PROPOSAL**” and the outer envelope as “**COPY NO. 1**”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The same format shall be followed on the other duplicate copies, except that they shall be labeled as “**COPY NO. 2**”.

16.2. All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the bidder in capital letters;
- (c) be addressed to the DARRO-CAR BAC;
- (d) bear the specific identification of this bidding process; and
- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.

16.3. If all envelopes are not sealed and marked as required, the DAR-CAR will assume no responsibility for the misplacement or premature opening of the bid.

## **17. Deadline for Submission of Bids**

17.1. Bids must be received at the DARRO-CAR’s Conference Room (BAC Secretariat’s Office) on or before **16 November 2020 not later than 12:00 noon**.

17.2. Late bids shall be received only for the purposes of marking and recording at the DARRO-CAR Conference Room but **shall not** be accepted by the BAC.

## **18. Opening and Preliminary Examination of Bids**

18.1. The BAC will open Bid envelopes in the presence of bidders’ representatives, at the time, on the date, and at the place specified. The bidders’ representatives shall sign a register evidencing their attendance.

- 18.2. A bidder determined as “failed” has seven (7) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed bidder signifies his intent to file a motion for reconsideration, in the case of a bidder who fails in the first (Technical) bid envelopes, the BAC shall hold the second (Financial) bid envelope of the said failed bidder unopened and duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 18.3. The envelopes containing the Technical Proposals shall be opened one at a time in accordance with the time of submission.
- 18.4. The BAC shall determine each bidder’s compliance with the documents required to be submitted for the Technical Proposal of the bid. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present in the first envelope, using nondiscretionary “pass/fail” criteria. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered “failed” for the particular requirement concerned. In case one or more of the above required documents in the first envelope of a particular bid is missing, incomplete, or patently insufficient, the BAC shall rate the bid concerned as “failed” and immediately return to the bidder concerned its second bid envelope (Financial Proposal) unopened. Otherwise, the BAC shall rate the first bid envelope as “passed”.
- 18.5. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope (Financial Proposals) of each remaining eligible bidder whose first bid envelope was rated “passed” and announce the total bid price. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the approved budget for the contract, the BAC shall rate the bid concerned as “failed.” Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- 18.6. The DARRO-CAR shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The minutes of the proceedings of the bid opening shall

be available to the public upon written request and payment of a specified fee to recover cost of materials.

## 19. Process to be Confidential

- 19.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award. The entire evaluation process shall be completed in not more than fifteen (15) days from the deadline for receipt of proposals.
- 19.2. No bidder shall contact the DARRO-CAR on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.
- 19.3. Any effort by a bidder to influence the DARRO-CAR's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bidder's bid.

## 20. Margin of Preference

- 20.1. In case the bidders submit the same bid price, the tie shall be broken using the following criteria:

Administrative Capacity - - - - -	35%
Operational Readiness - - - - -	35%
Service Reputation - - - - -	<u>30%</u>
<b>T o t a l - - - - -</b>	<b>100%</b>

## 21. Detailed Evaluation and Comparison of Bids

- 21.1. The DARRO-CAR shall undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, in order to determine the Lowest Calculated and Responsive Bid.
- 21.2. Methodology of Evaluation:
  - (a) Any bid price lower than the approved rate per guard based on **PADPAO Wage Order for Region CAR** shall automatically be disqualified.
  - (b) Bidders shall indicate in their financial proposal the itemized components of the minimum cost distribution formula to facilitate the evaluation of bids. The form on Bid Price and Derivation of Price Per Security Guard will contain under the Administrative Overhead and Margin Inclusive of VAT the breakdown of what are being charged under each item, i.e. itemized what are charged as administrative overhead cost/s as well as the value added tax charged.

- (c) Consistent with the Bid Price and Derivation of Price Per Security Guard, the Amount Directly to Guard and Amount to Government in Favor of Guard should be the same rates as provided in PADPAO Wage Order for Region CAR.
  - (d) The bid price shall be written in words and figures in the prescribed form. In case of discrepancy between the words and figures, the amount written in words shall prevail. In case of discrepancy between the itemized costs and the total cost, the total cost shall govern.
  - (e) The bidder who submits the Lowest Calculated and Responsive Bid/Highest Rated Bid shall be given the notice of award. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes applicable, which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 21.3. The BAC shall immediately conduct a detailed evaluation of all bids rated “passed,” using non-discretionary pass/fail criteria, which shall include consideration of the following:
- a. The bid must be complete. Bids not addressing or providing all of the required items shall be considered non-responsive and thus, automatically disqualified.

## **22. Post-Qualification**

- 22.1. The DARRO-CAR shall determine to its satisfaction whether the bidder that is evaluated as having submitted the Lowest Calculated Bid is qualified to perform the contract satisfactorily. The determination shall use non-discretionary “pass/fail” criteria. In this case the said bidder’s bid shall be considered and declared the Lowest Calculated and Responsive Bid.
- 22.2. The determination shall take into account the bidder’s legal, financial and technical capabilities. It shall be based upon an examination of the documentary evidence of the bidder’s qualifications submitted and an unscheduled inspection to validate availability and sufficiency of all equipment pledged by the bidder.
- 22.3. An affirmative determination shall be a prerequisite for award of the contract to the bidder. A negative determination shall result in rejection of the Bidder’s Bid, in which event the DARRO-CAR shall proceed to the next Lowest Calculated Bid to make a similar determination of that bidder’s capabilities to perform satisfactorily. If the second Bidder,

however, fails the post qualification, the procedure for post qualification shall be repeated for the bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated and Responsive Bid is determined for contract award.

**23. DARRO-CAR's Right to Reject Bids, Declare a Failure of Bidding, and not to Award the Contract**

23.1. Based on the following grounds, the DARRO-CAR reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- a. If there is prima facie evidence of collusion between appropriate public officers or employees of the DARRO-CAR, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- b. If the BAC is found to have failed in following the prescribed bidding procedures; or
- c. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows: (i) if the physical and economic conditions have significantly changed so as to render the security services no longer economically, financially or technically feasible as determined by the head of the procuring entity; (ii) if the security services is no longer necessary as determined by the head of the procuring entity; and (iii) if the source of funds for the security services has been withheld or reduced through no fault of the DARRO-CAR.

23.2. In addition, the DARRO-CAR may likewise declare a failure of bidding when:

- a. No prospective bidder submits LOI or no bids are received;
- b. All prospective bidders are declared ineligible;
- c. All bids fail to comply with all the bid requirements or fail post qualification; or
- d. The bidder with the Lowest Calculated and Responsive Bid refuses, without justifiable cause to accept the award of contract, and no award is made.



## 24. Award Criteria

- 24.1. The DARRO-CAR shall award the contract to the bidder whose bid has been determined to be substantially responsive and has been determined to be the **Lowest Calculated and Responsive Bid**.

## 25. Notice of Award

- 25.1. Prior to the expiration of the period of bid validity, the DARRO-CAR shall notify the successful bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the successful bidder and submitted personally or sent by registered mail or electronically to the DARRO-CAR.
- 25.2. Upon the issuance of the Notice of Award, the DARRO-CAR shall promptly notify each unsuccessful bidder of the fact of award.

## 26. Signing of the Contract

- 26.1. At the same time as the DARRO-CAR notifies the successful bidder that its bid has been accepted, the DARRO-CAR shall send the Contract documents incorporating therein all agreements between the parties.
- 26.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful bidder shall sign and date the contract and return it to the DARRO-CAR.

## 27. Performance Security

- 27.1. To guarantee the faithful performance of the Agency of its responsibilities and obligations under the Contract for Security Services, and the payment to DAR-CAR for losses and/or damages suffered thereby and such other liabilities that the Agency may have incurred during its tour of duty arising from unsatisfactory performance or nonperformance under the Contract, the Agency shall post a bond in favor of DAR-CAR. The schedule of amounts for the performance security are as follows:
- a. Cash or cashier's/manager's check or bank draft/guarantee or irrevocable letter of credit equivalent to five percent (5%) of the estimated annual contract price or PESOS: **SIXTY FIVE THOUSAND SEVEN HUNDRED (PhP65,700.00) PESOS**; or
  - b. Surety Bond equivalent to thirty percent (30%) of the estimated annual contract price or PESOS: **THREE HUNDRED NINETY FOUR THOUSAND TWO HUNDRED PESOS (PhP394,200.00)**.

- 27.2. Similarly, to answer for the wages due the security guards should the Agency fail to pay the same, another bond issued by a Universal or Commercial Bank shall be posted by the Agency in favor of DARRO-CAR in an amount equal to three (3) months' cost of labor.
- 27.3. Both bonds shall be callable on demand and shall have a validity period equal to the duration of the contract including its renewal or extension, if any, plus three (3) months.
- 27.4. Within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the DARRO-CAR and in no case later than the signing of the contract between the successful bidder and the DARRO-CAR, the successful bidder shall furnish to the DARRO-CAR the Performance Security in accordance with the Conditions of Contract, and in the form prescribed in the bidding documents.
- 27.5. Failure of the successful bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the DARRO-CAR shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the Lowest Calculated and Responsive Bid is identified and selected for contract award. However, if no bidder passed the post-qualification, the BAC shall declare a failure of bidding and conduct a re-bidding with re-advertisement.

## **28. Notice to Proceed**

- 28.1. Within seven (7) calendar days from the date of approval of the Contract, the DARRO-CAR shall issue its Notice to Proceed to the successful Agency.
- 28.2. The date of the Agency's posting of guards in compliance to the Notice to Proceed will be regarded as the effective date of the contract. In this case, the winning bidder shall post the guards in the DARRO-CAR's office within seven (7) calendar days from receipt of the Notice to Proceed.

# GENERAL CONDITIONS OF CONTRACT

## 1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the DARRO-CAR and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - c. "The GOODS" means all of the supplies, equipment, vehicles, other materials and/or general support services which the Supplier is required to provide to the DARRO-CAR under the Contract.
  - d. "The Services" means those services ancillary to the supply of the GOODS, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
  - e. "GCC" means the General Conditions of Contract contained in this Section.
  - f. "SCC" means the Special Conditions of Contract.
  - g. The "DARRO-CAR" means the organization purchasing the GOODS.
  - h. "The Supplier" means the individual contractor, agency, or firm supplying the GOODS and Services under this Contract.
  - i. "The Area of Responsibility (AOR)" means the DARRO-CAR's Office and its premises.
  - j. "Day" means calendar day.
  - k. The "Effective Date" of the contract will be the date of posting of guards in compliance with the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
  - l. "Verified Report" refers to the report submitted by the investigating committee to the DARRO-CAR setting forth its findings as to the existence of grounds or causes for termination and

explicitly stating its recommendation for the issuance of a Notice to Terminate.

## **2. Corrupt, Fraudulent, and Coercive Practices**

2.1. The DARRO-CAR as well as the suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DARRO-CAR:

a. defines, for the purposes of this provision, the terms set forth below as follows:

1. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

2. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the DARRO-CAR and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the DARRO-CAR of the benefits of free and open competition.

3. "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the DARRO-CAR, designed to establish bid prices at artificial, non-competitive levels.

4. "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

b. will reject a proposal for award if it determines that the bidder recommended for award has engaged in any of the practices mentioned for purposes of competing for the contract.

- 2.2. Further, DARRO-CAR will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned.

### **3. Inspection**

- 3.1. The supplier shall permit the DARRO-CAR to inspect the supplier's accounts and records relating to its performance.

### **4. Governing Law and Language**

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. The Contract shall be executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### **5. Notices**

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when an advance copy is sent thru fax then by registered mail, or facsimile to such Party at the address specified which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change.

### **6. Scope of Contract**

- 6.1. The GOODS and Related Services to be provided shall be as specified in the Terms of Reference.
- 6.2. 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.

## **7. DARRO-CAR's Responsibilities**

- 7.1. The DARRO-CAR shall pay all costs involved in the performance of its responsibilities in accordance with the Contract.

## **8. Payment**

- 8.1. Payments shall be made only upon a certification to the effect that the GOODS have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted.
- 8.2. The supplier's request(s) for payment shall be made to the DARRO-CAR in writing, accompanied by an invoice describing, as appropriate, the services performed, and by documents submitted upon fulfillment of other obligations stipulated in the Contract.
- 8.3. Payments shall be made promptly by the DARRO-CAR, but in no case later than sixty (60) days after submission of an invoice or claim by the supplier.
- 8.4. The Agency shall be entitled to request for corresponding adjustment of the stipulated contract price herein in the event the minimum wage is increased or where there is increased fringe benefit in favor of the employees pursuant to law, executive order, decree or wage order subsequent to the execution of this Contract; provided the Agency presents proof thereof, which proof shall be certified to by the President of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO).

## **9. Taxes and Duties**

- 9.1. The supplier shall be entirely responsible for all the necessary taxes, duties, license fees, and other such levies imposed for the completion of this Contract.

## **10. Performance Security**

- 10.1. Within ten (10) calendar days from receipt of the Notice of Award 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 following forms:
  - a. Cash or cashier's/manager's check or bank draft/guarantee or irrevocable letter of credit equivalent to five percent (5%) of the estimated annual contract price or PESOS: **SIXTY FIVE THOUSAND SEVEN HUNDRED (PhP65,700.00) PESOS**; or

b. Surety Bond equivalent to thirty percent (30%) of the estimated annual contract price or PESOS: **THREE HUNDRED NINETY FOUR THOUSAND TWO PESOS (PhP394,200.00)**.

10.2. Similarly, to answer for the wages due the security guards should the Agency fail to pay the same, another bond issued by a Universal or Commercial Bank shall be posted by the Agency in favor of DARRO-CAR in an amount equal to three (3) months' cost of labor.

10.3. Both bonds shall be callable on demand and shall have a validity period equal to the duration of the contract including its renewal or extension, if any, plus three (3) months.

### **11. Use of Contract Documents and Information**

11.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the DARRO-CAR's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the DARRO-CAR. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

11.2. Any document, other than this Contract itself, shall remain the property of the DARRO-CAR and shall be returned (all copies) to the DARRO-CAR on completion of the Supplier's performance under this Contract if so required by the DARRO-CAR.

### **12. Standards**

12.1. The GOODS provided under this Contract shall conform to the standards stipulated in the Term of Reference (TOR).

### **13. Inspection and Tests**

13.1. The DARRO-CAR or its representative shall have the right to inspect and/or to test the firearms and communication equipment and all other accessories/equipment of the bidders to determine their operational serviceability for security mission at no extra cost to the DARRO-CAR.

13.2. The inspections and tests may be conducted in the premises of the Supplier and/or at authorized testing grounds agreed by both parties.

13.3. The DARRO-CAR may reject any GOODS or any part thereof that fail to pass any test and/or inspection or do not conform to its operational requirement. The Supplier shall either rectify or replace such rejected GOODS or parts thereof or make alterations necessary to meet the

specifications and shall repeat the test and/or inspection, at no cost to the DARRO-CAR.

- 13.4. The supplier agrees that neither the execution of a test and/or inspection of the GOODS or any part thereof, nor the attendance by the DARRO-CAR or its representative, shall release the supplier from any warranties or other obligations under this Contract.

#### **14. Warranty**

- 14.1. The Supplier warrants that the firearms, communication equipment and other requirements made available under the Contract are operational and serviceable.
- 14.2. The Supplier further warrants that all GOODS supplied under this Contract shall have no defect, arising from design, materials, or workmanship and can sustain at least a minimum period of one (1) year operation under normal use in the conditions prevailing in the country.
- 14.3. The DARRO-CAR shall promptly notify the supplier in writing of any claims arising under this warranty.
- 14.4. Upon receipt of such notice, the supplier shall, within the prescribed period and with all reasonable speed, repair or replace the defective GOODS or parts thereof, without costs to the DARRO-CAR.
- 14.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the DARRO-CAR may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the DARRO-CAR may have against the supplier under the Contract and under the applicable law.

#### **15. Delays/Unsatisfactory Supplier's Performance**

- 15.1. Delivery of the firearms, communication equipment and other items stipulated in the TOR and/or performance of services shall be made by the supplier in accordance with the time schedule prescribed by the DARRO-CAR.
- 15.2. If at any time during the performance of this Contract, the supplier should encounter conditions impeding timely delivery of the GOODS and/or performance of services, the supplier shall promptly notify the DARRO-CAR in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, DARRO-CAR shall evaluate the situation and may extend the supplier's time for performance, in which case the extension shall be ratified by both parties thru amendment of the Contract.



- 15.3. A delay by the supplier in the performance of its obligations shall render the supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- 15.4. DARRO-CAR shall have the exclusive right to have any of the key personnel or security guards assigned thereto changed or replaced, if in its opinion or standard, their performance is considered below par or unsatisfactory, or where their actions tend to prejudice the interest of DARRO-CAR.

## **16. Liquidated Damages**

- 16.1. If the supplier fails to deliver any or all of the GOODS and/or to perform the services within the period(s) specified in the Contract, the DARRO-CAR shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one tent  $\{1/10\}$  of one percent  $\{1\%$  of the cost of the unperformed services for everyday of delay or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of ten percent (10 %) of amount of contract. Once the maximum is reached, the DARRO-CAR may consider termination of the Contract.

## **17. Settlement of Disputes**

- 17.1. If any dispute or difference of any kind whatsoever shall arise between the DARRO-CAR and the supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 17.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DARRO-CAR or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 17.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the GOODS under this Contract.
- 17.4. Arbitration proceedings shall be conducted in Baguio City.
- 17.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract

unless they otherwise agree; and the DARRO-CAR shall pay the supplier any monies due the supplier.

## **18. Limitation of Liability**

- 18.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the DARRO-CAR shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of loss, damage or infiltration of inventoried properties within the AOR.

## **19. Force Majeure**

- 19.1. The supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 19.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the either party.
- 19.3. If a *force majeure* situation arises, the party suffering from force majeure shall promptly notify the other party in writing within seventy two (72) hours of such condition and the cause thereof. Unless otherwise directed by the DARRO-CAR in writing, the Supplier, in case it is the party suffering from force majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*. Unless otherwise directed by the DARRO-CAR in writing.

## **20. Termination for Default**

- 20.1. The DARRO-CAR shall terminate this Contract for default when any of the following conditions attends its implementation:
1. Outside of *force majeure*, the supplier fails to deliver any or all of the GOODS within the period(s) specified in the contract, or within any extension thereof granted by the DARRO-CAR pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

2. As a result of *force majeure*, the supplier is unable to deliver any or all of the GOODS, amounting to at least ten percent (10%) of the contract price, for a period not exceeding seventy two (72) hours after receipt of the notice from the DARRO-CAR stating that the circumstance of force majeure is deemed to have ceased; or
  3. The supplier fails to perform any other obligation under the Contract.
- 20.2. In the event the DARRO-CAR terminates this Contract in whole or in part, for any of the reasons provided, the DARRO-CAR may procure, upon such terms and in such manner as it deems appropriate, GOODS similar to those undelivered, and the supplier shall be liable to the DARRO-CAR for any excess costs for such similar GOODS. However, the supplier shall continue performance of this Contract to the extent not terminated.
- 20.3. In case the DARRO-CAR terminates the contract for any of the grounds cited above, the DARRO-CAR shall forfeit the supplier's performance security and award the same to a qualified supplier.

## **21. Termination for Insolvency**

- 21.1. The DARRO-CAR shall terminate this Contract if the supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DARRO-CAR and/or the supplier.

## **22. Termination for Convenience**

- 22.1. The DARRO-CAR may terminate this Contract, in whole or in part, at any time for its convenience. The DARRO-CAR may terminate a contract for the convenience of the government if it has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 22.2. The GOODS that have been delivered or are ready for delivery or performance within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the DARRO-CAR at the contract terms and prices. For GOODS ready for delivery, the DARRO-CAR may elect:
1. to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

2. to cancel the remainder and pay to the supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the supplier.

22.3. If the Supplier suffers loss in its initial performance of the terminated contract, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the supplier to the satisfaction of the DARRO-CAR before recovery may be made.

### **23. Termination for Unlawful Acts**

23.1. The DARRO-CAR may terminate this Contract in case it is determined *prima facie* that the supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

1. Corrupt, fraudulent, and coercive practices.
2. Drawing up or using forged documents;
3. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
4. Any other act analogous to the foregoing.

### **24. Procedures for Termination of Contracts**

24.1. The following provisions shall govern the procedures for termination of this Contract:

1. Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the DARRO-CAR's Investigation Committee shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
2. Upon recommendation by the Investigation Committee, the DARRO-CAR shall terminate this Contract only by a written notice to the supplier conveying the termination of this Contract. The notice shall state:
  - a. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

- b. the extent of termination, whether in whole or in part;
  - c. an instruction to the supplier to show cause as to why this Contract should not be terminated; and
  - d. special instructions of the DARRO-CAR, if any.
3. The Notice to Terminate shall be accompanied by a copy of the Verified Report;
4. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the supplier shall submit to the DARRO-CAR a verified position paper stating why this Contract should not be terminated. If the supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the DARRO-CAR shall issue an order terminating this Contract;
5. The DARRO-CAR may, at any time before receipt of the supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the supplier's receipt of the notice;
6. Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the DARRO-CAR shall decide whether or not to terminate this Contract. It shall serve a written notice to the supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate.

## **25. Assignment of Rights**

- 25.1. The supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the prior written consent of DARRO-CAR.

## **26. Contract Amendment**

- 26.1. Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

## **27. Application**

- 27.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

## SPECIAL CONDITIONS OF THE CONTRACT

### GCC Clause

- 1.1.g The Procuring Authority is: **DEPARTMENT OF AGRARIAN REFORM REGIONAL OFFICE – CORDILLERA ADMINISTRATIVE REGION (DAR-CAR)**
- The DARRO-CAR has an Approved Budget for the Contract (ABC) of **ONE MILLION THREE HUNDRED FOURTEEN THOUSAND PESOS (Php1,314,000.00)** for the project as indicated herein.
- 1.1.h The Supplier *(To be inserted at the time of contract award)*
- 1.1.i The Project site is the DARRO-CAR's Office and its premises
- 5.1 The DARRO-CAR's address for notices is:
- No. 55 Bokawkan Rd., cor. Easter Rd.,  
2601 Baguio City
- Contact Person:
- JOCELYN P. BALLESTRA  
BAC Secretariat  
Department of Agrarian Reform Regional Office - CAR  
No. 55 Bokawkan Rd., cor. Easter Rd.,  
Baguio City  
Tel No. (074) 445-3214/422-5873  
Email address: carregion2012@yahoo.com
- 5.2 A Party may change its address for notice by giving the other Party notice of such change.
- 6.2 Contract Period: Twelve (12) months starting January to December 2021. For detailed description, refer to Terms of Reference (TOR).
- 8.4 The Agency shall be entitled to request for corresponding adjustment of the stipulated contract price herein in the event the minimum wage is increased or where there is increased fringe benefit in favor of the employees pursuant to law, executive order or wage order subsequent to the execution of this Contract; provided, the Agency presents proof thereof, which proof shall be certified to by the President of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO).

10.1 Additional requirements:

To guarantee faithful performance of the Agency of the responsibilities and obligations under the Contract and the payment to DARRO-CAR for losses and/or damages suffered thereby and such other liabilities that the Agency may have incurred during its tour of duty arising from unsatisfactory performance or non-performance under the Contract, the Agency shall furnish the performance security in any of the following forms: (a) Cash or cashier's/manager's check or bank draft/guarantee or irrevocable letter of credit equivalent to five percent (5%) of the estimated annual contract price or PESOS: **SIXTY FIVE THOUSAND SEVEN HUNDRED (PhP65,700.00) PESOS**; or (b) Surety Bond equivalent to thirty percent (30%) of the estimated annual contract price or PESOS: **THREE HUNDRED NINETY FOUR THOUSAND TWO HUNDRED (PhP394,200.00) PESOS**.

10.2 Similarly, to answer for the wages due the security guards should the Agency fail to pay the same, another bond issued by a Universal or Commercial Bank shall be posted by the Agency in favor of DARRO-CAR in an amount equal to three (3) months' cost of labor.

10.3 Both bonds shall be callable on demand and shall have a validity period equal to the duration of the contract including its renewal or extension, if any, plus three (3) months.

15.4 DARRO-CAR shall have the exclusive right to have any of the key personnel or security guards assigned thereto changed or replaced, if in its opinion or standard, their performance is considered below par or unsatisfactory, or where their actions tend to prejudice the interest of DARRO-CAR. The decision of DARRO-CAR on the matter shall be final and binding. Failure on the part of the Agency to take appropriate action thereon within forty eight (48) hours from receipt of formal advice from DARRO-CAR shall be considered a cause for the termination of the Contract.

16 Additional Instructions:

- (a) The applicable rate is one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay.
- (b) The maximum deduction shall be ten percent (10%) of the amount of Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount

of contract, the DARRO-CAR shall rescind the Contract, without prejudice to other courses of action and remedies open to it.

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In the case of dispute between the DARRO-CAR and the Supplier/s, the dispute shall be resolved in accordance with Section 59 of Republic Act 9184.



# TERMS OF REFERENCE

## I. INTRODUCTION

The DAR REGIONAL OFFICE - CAR is inviting interested parties to bid for the provision of security services from reputable security agencies, to render security services on a 24-hour daily basis, including Sundays and holidays, to secure the DAR-CAR premises in No. 55 Bokawkan Rd., cor. Easter Rd., Baguio City including all properties within the building premises and the occupants and general public transacting business thereat.

## II. SCOPE OF SERVICES/REQUIREMENTS

### Security Agency

- 1) The Security Agency must be duly licensed, registered, and a member of PADPAO with proper operating permits and other statutory requirements. It must have been engaged in the business for at least five (5) years.
- 2) The proof of paid remittances for the following (concerned) government agencies: SSS, PHILHEALTH and PAG-IBIG will be in the form of a certification issued by the said agencies and/or Official Receipts for the period covering January 2020 to October 2020.
- 3) The Security Agency will provide a minimum of five (5) security guards to be rotated on an 8-hour working schedule daily at three (3) working shifts.
- 4) The Security Agency will provide consistent and quality service through qualified, licensed, bonded, uniformed, highly trained and armed security guards who shall guard and protect the properties and premises of the DARRO-CAR, twenty-four (24) hours daily including Saturdays, Sundays and Holidays.
- 5) The Security Agency shall secure ingress and egress within the DARRO-CAR premises and of all persons or vehicles, and things/materials brought in and out of said premises including the conduct of reasonable check on persons and properties as normally done in public or private establishments and places for purposes of ensuring safety and security against unauthorized persons, vehicles, and/or things or materials.
- 6) The Security Agency shall immediately make the necessary reports of any incident to DARRO-CAR and/or to other concerned authorities for purposes of police and other official investigations.

- 7) The security guards assigned shall be provided with proper agency uniforms and visible identification badges. They must also be duly licensed.
- 8) The security guards shall be equipped with licensed firearms and ammunitions necessary in the course of their security enforcement and maintenance of peace and order at the DARRO-CAR premises and its vicinity. In addition to the Firearms/Ammunitions, the Security guards are required to have nightsticks, handheld metal detector and teargas as additional paraphernalia to complement the issued firearms.
- 9) The Security Agency shall provide one (1) unit Handheld Radio as communications equipment.
- 10) The Security Agency shall provide a complete set of CCTV to be installed at the main entrance of DARRO-CAR's Office.

### **Security Personnel**

- 1) The assigned security guards must have previous experience of at least 3-years. He/she must be reliable, honest, and courteous.
- 2) The security guards must have undergone and pass the required psycho-neuro examination as certified by the Security Agency.
- 2) The security guards must be ready to perform other tasks as may be required by DARRO-CAR , related to security, safety and protection such as registering visitors, inspection of bags or cargo (in & out), inspection of vehicles, escorting VIPs and other administrative functions.

### **III. CONTRACT DURATION**

The contract shall be for a period of twelve (12) months commencing upon signing of the Contract. The DARRO-CAR may pre-terminate the Contract for failure of the Security Agency to perform its obligation following the procedure prescribed under the guidelines on the termination of contract issued by the Government Procurement Policy Board (GPPB) under Resolution No. 018-2004, dated 22 December 2004.

### **IV. APPROVED ANNUAL BUDGET FOR THE CONTRACT**

The approved budget cost of the contract is **ONE MILLION THREE HUNDRED FOURTEEN THOUSAND PESOS (PhP1,314,000.00)**.

In accordance with Clause 5.0 of Appendix 14 of GPPB Resolution 03-2011 dated January 28, 2011, all bid prices shall be fixed and shall not be adjusted during the contract implementation, except for the following:

1. Decrease/increase in the daily minimum wage pursuant to law or new wage order issued after date of bidding;
2. Decrease/increase in taxes; and
3. If during the term of the contract DARRO-CAR sees the need for a decrease/increase in the number of security personnel.

The allowable price adjustments are specified under clause 8.4 of the Special Condition of Contract (SCC) of the Bidding Document for Security Services.

#### **V. MANNER OF PAYMENT**

The Security Agency shall bill the DARRO-CAR every 15<sup>th</sup> and 30<sup>th</sup> day of each month.

## CONTRACT FOR SECURITY SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** entered into and executed by and between:

The **DEPARTMENT OF AGRARIAN REFORM REGIONAL OFFICE – CORDILLERA ADMINISTRATIVE REGION (DARRO - CAR)**, a government agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office and postal address at No. 55 Bokawkan Rd., cor. Easter Rd., Baguio City, represented by **Atty. EUGENE P. FOLLANTE** in his capacity as the Regional Director, hereinafter referred to as “**DARRO-CAR**”;

and

The \_\_\_\_\_ organized and existing under and by virtue of the laws of the Republic of the Philippines, with office and postal address at \_\_\_\_\_, represented herein by its Owner (for Sole Proprietorship) \_\_\_\_\_ or General Manager (for partnership/corporation/cooperative) \_\_\_\_\_, who is duly authorized for this purpose as evidenced by \_\_\_\_\_ dated \_\_\_\_\_ a certified true copy of which is hereto attached as Annex “**A**” and made an integral part hereof, hereinafter referred to as the “**AGENCY**”;

### **WITNESSETH: That**

**WHEREAS**, the **DARRO-CAR** invited bids for security services over its office, office premises, equipment/properties and personnel;

**WHEREAS**, **DARRO-CAR** has accepted a bid by the (Eligible Bidder with the Lowest Calculated and Responsive Bid) for the services in the sum of (contract price in words and figures), hereinafter called the “Contract Price”;

**NOW, THEREFORE**, the Parties hereto agree and do hereby mutually bind themselves as follows:

**ARTICLE I  
AREA OF RESPONSIBILITY**

- 1.1 The **AGENCY** shall provide Security Services in DARRO-CAR's office and premises located at No. 55 Bokawkan Rd., cor. Easter Rd., Baguio City, including all equipment/properties therein, hereinafter referred to as **AOR**.
- 1.2 Special requirements of the AOR, aside from those stipulated in the Terms of Reference (TOR), must first be mutually agreed upon by the Parties in writing.

**ARTICLE II  
CONTRACT DOCUMENTS**

- 1.1. The following documents shall form integral parts of this Contract as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of the Contract, or by mutual agreement of both Parties in writing, and by provisions of relevant laws, codes, ordinances, rules and regulations of the government:

Annex "A"	-	<b>AGENCY's</b> Secretary's Certificate ( <i>if applicable</i> );
Annex "B"	-	Terms of Reference (TOR);
Annex "C"	-	Items to be provided by the <b>AGENCY</b> ;
Annex "D"	-	PADPAO Security Services Rate for the Region of CAR;
Annex "E"	-	Notice of eligibility/Invitation to submit proposal;
Annex "F"	-	Instruction to Eligible Bidders;
Annex "G"	-	Bid Security/Bid Securing Declaration;
Annex "H"	-	Bid Letter & Bid price and derivation of price per security guard;
Annex "I"	-	Guarantee bond for losses and damages;
Annex "J"	-	Guarantee bond for salaries and wages of security personnel;
Annex "K"	-	Notice of Award with <b>AGENCY's</b> "Conforme";
Annex "L"	-	<b>AGENCY's</b> Certification under oath that it is free and clear of all tax liabilities to the government as required under EO 398, dated 12 January 2005;
Annex "M"	-	Copy of latest income and business tax returns duly stamped and received by the Bureau of Internal Revenue (BIR) and duly validated with the tax payments made thereon; and

Annex "N" - Other pertinent documents as may be required by **DARRO-CAR** and the Commission on Audit (COA).

- 1.2. All contract documents are and shall remain property of **DARRO-CAR**.
- 1.3. All documents which have been or may hereinafter be executed by the Parties shall likewise form integral parts of this Contract.
- 1.4. It is expressly agreed and understood that in case of conflict between this Contract and the provisions of the Contract Documents incorporated as forming integral parts hereof, the former shall prevail.

### **ARTICLE III FUNCTIONS AND DUTIES OF THE SECURITY GUARDS**

- 3.1. The **AGENCY**, through the security guards deployed in the AOR, shall have the following responsibilities, functions and duties:
  - a) Secure, protect and guard the properties within the AOR from theft, robbery, arson and other forms of destruction and damage and other related crimes punishable by law;
  - b) Secure, protect and guard **DARRO-CAR** officers, employees and visitors from assault, harassment, threat and intimidation within the AOR and its immediate surroundings;
  - c) Maintain peace and order within the AOR and its immediate surroundings;
  - d) Implement/comply with **DARRO-CAR** rules and regulations and other Standard Operating Procedures (SOP) promulgated by **DARRO-CAR** relative to the maintenance of security and safety; and provide **DARRO-CAR** the Security Agency Code of Personnel Policy as reference;
  - e) Prevent vandalism in the form of graffiti, paintings, stickers on **DARRO-CAR's** premises, and failing to prevent the same, remove such graffiti, painting, sticker and the like and restore the same to its original form at its own expense with or without notice from **DARRO-CAR**.

#### **ARTICLE IV GUARD FORCE**

- a. The **AGENCY** shall deploy **Five (5)** security guards in the AOR who shall each render eight (8) hours of work daily, seven (7) days a week; provided, however, that **DARRO-CAR** reserves the right to require the security guards to render a maximum of twelve (12) hours of work as necessity therefore arises; provided further that the number of contracted guards may be increased or decreased any time upon the written instruction of **DARRO-CAR**.

#### **ARTICLE V QUALIFICATIONS OF SECURITY GUARDS**

- a. The **AGENCY** shall submit the Curriculum Vitae and work experiences in security operations of its security guards to enable **DARRO-CAR** to determine if they satisfy its requirements.
- b. The security guards to be deployed must possess the following minimum qualifications:
  - a) High School Graduate;
  - b) Good moral character and reputation; must be courteous, alert and without any criminal or police record;
  - c) Must be physically and mentally fit, between twenty-one (21) to forty five (45) years of age, and at least five (5) feet and five (5) inches in height for male, except those who are occupying officer level positions;
  - d) Must have passed a Neuro-psychiatric examination and standard drug test as certified by the **AGENCY**; and
  - e) Duly licensed, properly screened, and cleared by the Philippine National Police (PNP), National Bureau of Investigation (NBI), and Barangay Chairman.

#### **ARTICLE VI PRESCRIBED ATTIRE OF SECURITY GUARDS**

1. The security guards deployed by the **AGENCY** in the AOR must be in proper uniform prescribed by specific provisions of RA No. 5487 at all times while on duty.

**ARTICLE VII  
EQUIPMENT AND ADDITIONAL SERVICES TO BE PROVIDED  
BY THE AGENCY**

1. The **AGENCY** shall provide the equipment and additional services as contained and enumerated in the TOR (*Scope of Services/Requirements*).

**ARTICLE VIII  
CONSIDERATION**

- 8.1. For purposes of billing for services to be rendered under this Contract, **DARRO-CAR** shall pay the **AGENCY** the amount of **PESOS:** \_\_\_\_\_ (**PhP** \_\_\_\_\_) per guard actually deployed per month, for eight-hour work daily, seven (7) days a week, which amount shall be inclusive of all charges, including taxes to be paid to Government.

**ARTICLE IX  
MANNER OF PAYMENT**

1. The **AGENCY** shall bill **DARRO-CAR** twice a month, preferably every 15<sup>th</sup> and 30<sup>th</sup> day of every month for services actually rendered by the security guards. For this purpose, the **AGENCY** shall submit the payroll records of the guards with their names, hours of work rendered and a certification that the guards, whose names appear therein, actually and truly rendered the services for the particular billing period. Non-compliance therewith gives **DARRO-CAR** the right to disallow payment of the bill; and any falsehood or misrepresentation in the certification shall constitute breach of the Contract, which is a ground for termination thereof.
2. It is understood that a portion of the amount to be paid to the **AGENCY** represents the salaries of the security guards deployed in the AOR and shall be received by the **AGENCY** only in trust for the said security guards. In this regard, the **AGENCY** shall strictly adhere to the Bid Price and Derivation of Price per Security Guard.
3. The **AGENCY** shall be entitled to request for corresponding adjustment of the stipulated contract price herein in the event the minimum wage is increased or where there is increased fringe benefit in favor of the employees pursuant to law, executive order, decree or wage order subsequent to the execution of this Contract; provided the **AGENCY** presents proof thereof, which proof shall be certified to by the President of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO).



**ARTICLE X  
SUPERVISION AND CONTROL**

10.1. The **AGENCY** shall exercise and provide direct supervision, control and administration over its guards to be deployed in the AOR in accordance with laws, ordinances and pertinent government rules and regulations, as well as policies, rules and regulations prescribed by **DARRO-CAR**.

**ARTICLE XI  
OBLIGATIONS/LIABILITIES OF THE AGENCY**

11.1. The Parties hereto hereby agree to assume and be guided by the following principles under this Contract:

- a. The **AGENCY** shall faithfully comply with its obligations to the guards and to Government.
- b. The **AGENCY** is neither an agent nor an employee of **DARRO-CAR** and the security guards to be deployed by the **AGENCY** in the AOR are not in any manner to be considered as employees of **DARRO-CAR**. Accordingly, **DARRO-CAR** shall not be responsible for any and all claims for personal injury or death, or damage to, or loss of properties, caused to any security guard or to any third party by such guard.
- c. The **AGENCY** shall ensure that the security guards to be deployed in the AOR are fully covered by medical and All-Risk Insurance at the **AGENCY**'s own cost.
- d. No employer-employee relationship shall exist between **DARRO-CAR** and the **AGENCY** and the security guards to be deployed by the **AGENCY** in the AOR. Accordingly, the **AGENCY** alone is responsible for compliance with laws, rules and regulations governing employer-employee relationship and payment of employees' wages, benefits and other remunerations including all other consequences of such relationship. The **AGENCY** shall submit to **DARRO-CAR** true copies of payrolls of the security guards and other proof of payment of their wages and other monetary benefits satisfactory to **DARRO-CAR** and under COA rules. The **AGENCY** undertakes to do on a bi-monthly basis, and non-compliance therewith shall be a ground for disallowance of the payment of the bill for said billing period without need of notice.
- e. The **AGENCY** shall be responsible for any loss of, or damage to, any property within its AOR occurring or taking place during the tour of duty of the security guards of the **AGENCY**, and made known in writing to the **AGENCY** within forty-eight (48) hours from the time of discovery of the loss or damage, unless the **AGENCY** is able to prove in a joint investigation conducted by representatives of the **AGENCY** and **DARRO-CAR** that there was no fault or negligence on the part of the

**AGENCY's** security guard; provided, however, that such loss or damage is not attributable to **DARRO-CAR**. This stipulation does not apply in the following cases:

1. If the loss or damage occurred in an enclosed room or compartment to which the security guard of the **AGENCY** has no access, except when doors/windows/locks/walls are broken or destroyed to gain entry; and
  2. If the property lost or damaged (being guarded) was kept in storage and has not been properly turned-over to the **AGENCY**.
- f. **DARRO-CAR** shall neither deduct its claim for losses and/or damages from the payments to be made to the **AGENCY** for guard services, nor withhold payment to the **AGENCY** without prior notice except for non-compliance with the **AGENCY's** obligations.
- g. The **AGENCY** shall not be liable for losses and/or damages due to:
- a) Fortuitous events or force majeure beyond the control of the security guards to prevent despite exercise of due diligence; provided that the same is reported to **DARRO-CAR** within twenty-four (24) hours from occurrence thereof so that **DARRO-CAR** can verify the same. For this purpose, fortuitous events or force majeure shall mean any of the following:
    - a.1 Acts of war or the public enemy whether war be declared or not;
    - a.2 Public disorders, insurrection, rebellion, sabotage or violent demonstrations;
    - a.3 Fires, earthquakes, volcanic eruption or other destructive natural calamities; and
    - a.4 Any other event which under Philippine law is defined as force majeure and/or fortuitous event.
- h. Except upon prior written approval of **DARRO-CAR** as provided in Article III hereof, no guard shall render overtime nor shall each guard's schedule of duty overlap with that of another. Otherwise, **DARRO-CAR** shall have no obligation to pay the **AGENCY** for the overtime rendered.
- i. Consistent with the requirements of Executive Order No. 398 dated 12 January 2005, the **AGENCY** shall pay taxes in full and on time, and as proof thereof submit regularly the following:

- a) Copy of the latest income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon; and
  - b) Valid Tax Clearance from the BIR.
- j. The **AGENCY's** failure to submit afore-cited proofs of payment of taxes shall entitle **DARRO-CAR** to suspend payment of the **AGENCY's** billings.

## **ARTICLE XII REPLACEMENT OF SECURITY GUARDS**

- 12.1. **DARRO-CAR** shall have the exclusive right to have the security guards assigned thereto changed or replaced, if in its opinion or standard, their performance is considered below par or unsatisfactory, or where their actions tend to prejudice the interest of **DARRO-CAR**. **DARRO-CAR's** decision on the matter shall be final and binding. Failure on the part of the **AGENCY** to take appropriate action thereon within forty-eight (48) hours from receipt of formal advice from **DARRO-CAR** shall be considered a cause for the termination of the Contract.

## **ARTICLE XIII POSTING OF BONDS**

- 13.1. To guarantee faithful performance of the **AGENCY** of the responsibilities and obligations under the Contract and the payment to **DARRO-CAR** for losses and/or damages suffered thereby and such other liabilities that the **AGENCY** may have incurred during its tour of duty arising from unsatisfactory performance or non-performance under the Contract, the **AGENCY** shall furnish the performance security in any of the following forms: (a) Cash or cashier's/manager's check or bank draft/guarantee or irrevocable letter of credit equivalent to five percent (5%) of the estimated annual contract price or PESOS: **SIXTY FIVE THOUSAND SEVEN HUNDRED (PhP65,700.00)**; or (b) Surety Bond equivalent to thirty percent (30%) of the estimated annual contract price or PESOS: **THREE HUNDRED NINETY FOUR THOUSAND TWO HUNDRED PESOS (PhP394,200.00)**.
- 13.2. Similarly, to answer for the wages due the security guards should the **AGENCY** fail to pay the same, another bond issued by a Universal or Commercial Bank shall be posted by the **AGENCY** in favor of **DARRO-CAR** in an amount equal to three (3) months' cost of labor.
- 13.3. Both bonds shall be callable on demand and shall have a validity period equal to the duration of the contract including its renewal or extension, if any, plus three (3) months.

#### **ARTICLE XIV EFFECTIVITY**

- 14.1. The Contract shall be for a period of twelve (12) months commencing upon signing of the Contract, unless sooner terminated. The **DARRO-CAR** may pre-terminate the Contract for failure of the **AGENCY** to perform its obligation following the procedure prescribed under the guidelines on the termination of contract issued by the Government Procurement Policy Board (GPPB) under Resolution No. 018-2004, dated 22 December 2004.
- 14.2. This Contract may be extended by **DARRO-CAR** quarterly for a maximum of nine (9) months, subject to the result of the performance evaluation of the **AGENCY**, necessity for the services, availability of funds, and upon mutual agreement of both Parties.

#### **ARTICLE XV LIQUIDATED DAMAGES**

- 15.1. **DARRO-CAR** shall, without prejudice to its other remedies under this Contract and under applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to one tenth  $\{1/10\}$  of one percent  $\{1\%\}$  of the cost of the unperformed services for everyday of delay or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of ten percent (10 %) of amount of contract. Once the maximum is reached, the **DARRO-CAR** may consider termination of the Contract.

#### **ARTICLE XVI TERMINATION**

- 16.1. Either Party may terminate this Contract for breach of any provision thereof and for other legal causes by written notice given to the other party at least two (2) weeks before the intended date of termination.

#### **ARTICLE XVII DISPUTE RESOLUTION**

- 17.1. Any dispute or controversy between the Parties in connection with or arising from this Contract shall, as far as practicable, be settled by the Parties amicably.
- 17.2. During the pendency of any such dispute, the **AGENCY** shall proceed diligently with the performance of its obligations and undertakings under this Contract as directed by **DARRO-CAR**.

17.3. Should **DARRO-CAR** be constrained to resort to court action to enforce or safeguard its rights and interest under this Contract, the **AGENCY** shall be liable to **DARRO-CAR** for attorney's fees in an amount equal to twenty percent (20%) of the total sum claimed in the Complaint, but in no case less than PhP50,000.00, whichever is higher, exclusive of damages and the expenses of litigation. Any and all disputes arising out of this Contract shall be filed by the Parties in the proper court of Baguio City, to the exclusion of all other courts, bodies and tribunals.

**ARTICLE XVIII  
AMENDMENT**

18.1. No modification of the terms and conditions or any of the provisions hereof shall be made except by a written instrument which shall be signed by both Parties hereto.

**ARTICLE XIX  
AGENCY'S WARRANTY**

19.1. The **AGENCY** warrants that it has not given or promised to give money, gift or any material favor/consideration to any officer or employee of **DARRO-CAR** to secure or in consideration of this Contract and that any violation of this warranty shall be sufficient ground for **DARRO-CAR** to revoke or cancel the same with or without need of judicial action by giving written notice to that effect to the **AGENCY**.

**IN WITNESS WHEREOF**, the Parties hereto and their principal witnesses hereby set their hands on this document on the \_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_.

**EUGENE P. FOLLANTE**

for DAR-CAR

Identification Document\_\_\_\_\_

\_\_\_\_\_

for the AGENCY

Identification Document\_\_\_\_\_

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES )  
IN THE CITY OF BAGUIO . . . . . ) S.S.**

X-----X

**BEFORE ME**, a Notary Public for and in the City of Baguio, Philippines, this \_\_\_\_ day of \_\_\_\_\_, 2020 personally appeared the parties with their identification document numbers indicated below their respective names and signatures, all identified by me through competent evidences of their identity, presenting to me this integrally complete instrument, representing to me that the signatures appearing on every page of this instrument were voluntarily affixed by them and their instrumental witnesses for the purposes stated on the instrument, and declaring that they have executed this instrument as their free and voluntary act and deed.

That this instrument pertains to a **CONTRACT OF SECURITY SERVICES** which consists of eleven (11) pages, including the page where this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND SEAL.**

**NOTARY PUBLIC**

Doc. No.: \_\_\_\_;  
Page No.: \_\_\_\_;  
Book No.: \_\_\_\_;  
Series of 2020.



Department of Agrarian Reform  
**Cordillera Administrative Region**  
Tunay na Pagbabago sa Repormang Agraryo

# **BID FORMS**

**FOR THE**

# **PROCUREMENT OF SECURITY SERVICES**

**CY 2021**

**OMNIBUS SWORN STATEMENT**

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REPUBLIC OF THE PHILIPPINES     )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

**1. Select one, delete the other:**

*If a sole proprietorship:* I am the sole proprietor of [Name of Bidder] with office address at [address of Bidder];

*If a partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

**2. Select one, delete the other:**

*If a sole proprietorship:* As the owner and sole proprietor of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;



6. **Select one, delete the rest:**

*If a sole proprietorship:* I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a partnership or cooperative:* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*If a corporation or joint venture:* None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards;
8. [Name of Bidder] did not give or pay directly or indirectly any commission, amount, fee or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity; and
9. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_\_  
at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ affiant exhibiting to me his/her identification document indicated below  
his/her signature.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

**CONFIDENTIAL STATEMENT FOR ELIGIBILITY**

I \_\_\_\_\_ of legal age, with office address at \_\_\_\_\_ after having been sworn to in accordance with law, hereby depose and say:

1. That I am the \_\_\_\_\_ (designation) of \_\_\_\_\_ duly authorized to make this Statement, as evidenced by the attached written authority from the owner's governing board;
2. That I hereby present the following information and documents required by DARRO-CAR in line with our application for eligibility to bid for the Security Services;
3. That we authorize DARRO-CAR or its authorized representatives to conduct any investigation to verify the statements, documents and information submitted regarding our organization, management, financial and technical aspects relative to this application. For this purpose, we hereby authorize any public office, bank, or any person or firm to furnish pertinent information deemed necessary and requested by DARRO-CAR to verify statements and information provided in this application regarding our competence and standing;
4. That I attached the required documents based on the Instruction to Bidders for the Security Services.
5. That I submit the following information regarding the Agency.

**A. GENERAL INFORMATION:**

1. Name of the Company:

\_\_\_\_\_  
\_\_\_\_\_

2. Office Address:

\_\_\_\_\_  
\_\_\_\_\_

3. Contact Numbers:

Telephone: \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

Cellular Phone \_\_\_\_\_

4. Type of Organization (please check)

- ( ) Sole Proprietorship
- ( ) Partnership
- ( ) Corporation

5. The person managing the affairs of the Agency is \_\_\_\_\_

6. The key officers of the Agency are as follows: *(Use additional sheets if necessary, but attach immediately after this page)*

NAME	POSITION/DESIGNATION

**B. LEGAL ASPECT:**

1. The date when the Agency was registered: \_\_\_\_\_

2. The place of registration of the Agency: \_\_\_\_\_

3. If the Agency is a Sole Proprietorship, name of the owner: \_\_\_\_\_

4. If the Agency is a Partnership, name and the value of contribution of partners: *(Use additional sheets if necessary, but attach immediately after this page)*

NAME	VALUE OF CONTRIBUTION (IN PESO)

5. If the Agency is a Corporation:

Name of incorporators and extent of their financial control: *(Use additional sheets if necessary, but attach immediately after this page)*

<b>NAME</b>	<b>AUTHORIZED CAPITAL</b>	<b>PAID-UP CAPITAL</b>	<b>EXTENT OF FINANCIAL CONTROL</b>

Members of Governing Board of the Corporation: *(Use additional sheets if necessary, but attach immediately after this page)*

<b>NAME</b>	<b>DESIGNATION</b>

6. List of Past and Pending Administrative and Court Cases directly involving the operations of the Firm. *(Use additional sheets if necessary, but attach immediately after this page)*

<b>CASE NO.</b>	<b>NATURE/DESCRIPTION OF CASE</b>	<b>COURT</b>	<b>STATUS</b>

The Agency has no past/pending Administrative and Court cases. I submit herewith Affidavit of No Past/Pending Court/Administrative Case(s) *(Please refer to FORM 7)*

**C. TECHNICAL ASPECTS:**

1. Experience: The Agency submits a list of at least five (5) present and previous clients for the past five (5) consecutive years. Attached is the list of these clients.
2. The Agency owns \_\_\_\_\_ (cite number) of communication equipment in good operational condition and \_\_\_\_\_ (cite number) communication units under lease. The licenses and Lease Contracts covering these communication equipment are attached.
3. The Agency owns \_\_\_\_\_ (cite number) firearms in good operating condition. The licenses covering these firearms are attached.
6. The Agency has no less than \_\_\_\_ (number) deployable guard force/strength as indicated in the attached list.

**D. FINANCIAL SUMMARY: (Audited Financial Statement for the last Three (3) Calendar Years).** Also attached are the Audited Financial Statements for the past Three (3) consecutive years of 2017, 2018 and 2019 duly stamped "Received" by **BIR**.

PARTICULAR	2017	2018	2019
1. Total Assets			
2. Total Current Assets			
3. Total Liabilities			
4. Total Current Liabilities			
5. Total Net Worth			
6. Gross Income			
7. Net Income			

8. Credit Line Facility \_\_\_\_\_
9. Name of Bank \_\_\_\_\_
10. Amount \_\_\_\_\_

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

**I HEREBY CERTIFY** that all information in this Statement, including Annexes and Enclosures hereof, are true and correct; and hold myself liable administratively, criminally or civilly, as the case may be, for any misrepresentation or false statement made herein.

**IN WITNESS WHEREOF**, I have hereunto affixed my signature this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Affiant

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibiting to me his/her identification document indicated below his/her signature.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

# FORM 3

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

## AFFIDAVIT

I \_\_\_\_\_, of legal age, single/married, Filipino and residing at \_\_\_\_\_, under oath, hereby depose and say:

1. That I am the \_\_\_\_\_(Designation) of \_\_\_\_\_ (Name of Agency) with office at \_\_\_\_\_;
2. That \_\_\_\_\_ (Name of Agency) has been in continuous security operations for at least five (5) years;
3. That I am making this statement as part of the eligibility requirement for the bidding for Security Services for DARRO-CAR.

**IN WITNESS WHEREOF**, I hereby affix my signature this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Affiant

**SUBSCRIBED AND SWORN TO** before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibiting to me his/her identification document indicated below his/her signature.

## NOTARY PUBLIC

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Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.



# FORM 4

## FOR COMPANY UNDER SOLE PROPRIETORSHIP OR PARTNERSHIP

\_\_\_\_\_  
(Date)

### THE CHAIRPERSON

Bids and Awards Committee  
Department of Agrarian Reform Regional Office  
Cordillera Administrative Region  
No. 55 Bokawkan Rd., cor. Easter Rd.,  
2601 Baguio City

Dear Madame:

In my capacity as \_\_\_\_\_(designation) of  
\_\_\_\_\_ (name of Agency), I hereby officially designate Mr./Ms.  
\_\_\_\_\_ our  
\_\_\_\_\_ (designation) as the representative of our company  
**authorized to prepare, sign and submit the Application for Eligibility or Confidential Eligibility Statement and any other documents** pertinent to accomplishing this task in relation to the bidding for Security Services for DARRO-CAR.

This written authority is in compliance with DARRO-CAR's requirement which will only apply for this particular purpose.

Very truly yours,

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Owner's Signature over Printed Name)

\_\_\_\_\_  
(Owner's Signature over Printed Name)

# FORM 5

## SECRETARY'S CERTIFICATE

I, \_\_\_\_\_ of legal age, Filipino, single/married, residing at \_\_\_\_\_ after having been duly sworn to in accordance with law, hereby certify:

1. THAT, I am the Corporate Secretary of \_\_\_\_\_ (Name of Agency) a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at \_\_\_\_\_.

2. THAT, in a special meeting of the Board of Directors of the said corporation, held on \_\_\_\_\_ 20\_\_, wherein a quorum was recognized, the following resolution was adopted:

“RESOLVED, as hereby resolved that Mr/Ms \_\_\_\_\_, \_\_\_\_\_ (designation) be authorized as he/she is hereby authorized **to prepare, sign and submit the Application for Eligibility or Confidential Eligibility Statement** and any other documents pertinent to accomplishing this task to the DAR-CAR in behalf of the corporation in relation to the bidding for Security Services for DARRO-CAR.”

**IN WITNESS WHEREOF**, I hereby affix my signature this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

**SUBSCRIBED AND SWORN TO** before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibiting to me his/her identification document indicated below his/her signature.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

# FORM 6

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

## AFFIDAVIT OF NET FINANCIAL CONTRACTING CAPACITY

I \_\_\_\_\_, of legal age, single/married, Filipino and residing at \_\_\_\_\_, after being sworn in accordance with law, do hereby depose and say:

1. That I am the \_\_\_\_\_ (Designation) of \_\_\_\_\_ (Name of Agency) with office at \_\_\_\_\_;
2. That the Net Financial Contracting Capacity (NFCC) of \_\_\_\_\_ (Name of Agency) based on net working capital (current assets and liabilities) is at least equal to the Approved Budget for the Contract (ABC) being bid;
3. That the NFCC is computed as follows:

***NFCC** = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.*

Current Assets	P
	_____
Less: Current Liabilities	
	_____
<b>Sub-Total</b>	<b>P</b>
	_____
Multiplied by:	P
	_____
Less Value of all projects Under undergoing contracts Including awarded contracts Yet to be started	P
	_____
<b>NET FINANCIAL CONTRACTING CAPACITY P</b>	_____

**IN WITNESS WHEREOF**, I hereby affix my signature this \_\_\_\_ day of \_\_\_\_\_  
20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Affiant

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ affiant exhibiting to me his/her identification document indicated below  
his/her signature.

**NOTARY PUBLIC**

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Book No. \_\_\_\_\_;  
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# FORM 7

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

## AFFIDAVIT OF NO PAST AND/OR PENDING COURT/ADMINISTRATIVE CASE

I \_\_\_\_\_, of legal age, single/married, Filipino and residing at \_\_\_\_\_, under oath, hereby depose and say:

1. That I am the \_\_\_\_\_(Designation) of \_\_\_\_\_ (Name of Agency) with corporate offices at \_\_\_\_\_;
2. That \_\_\_\_\_ (Name of Agency) **had/has no past/pending court/administrative cases;**
3. That I am making this statement as part of the eligibility requirement for the bidding for Security Services for DARRO-CAR.

**IN WITNESS WHEREOF**, I hereby affix my signature this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Affiant

**SUBSCRIBED AND SWORN TO** before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibiting to me his/her identification document indicated below his/her signature.

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Series of 20\_\_.

# FORM 8

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

## AFFIDAVIT OF HAVING PAST AND/OR PENDING COURT/ADMINISTRATIVE CASES

I \_\_\_\_\_, of legal age, single/married, Filipino and residing at \_\_\_\_\_, under oath, hereby depose and say:

1. That I am the \_\_\_\_\_ (Designation) of \_\_\_\_\_ (Name of Agency) with office at \_\_\_\_\_;
2. That \_\_\_\_\_ (Name of Agency) **had/has past/pending court/administrative cases;**

Case Title	Case No.	Venue (MTC, RTC, etc)	Nature of Case	Status

3. That I am making this statement as part of the eligibility requirement for the bidding for Security Services for DARRO-CAR.

**IN WITNESS WHEREOF**, I hereby affix my signature this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Affiant

**SUBSCRIBED AND SWORN TO** before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibiting to me his/her identification document indicated below his/her signature.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

# FORM 9

## LIST OF COMMUNICATION EQUIPMENT IN GOOD WORKING CONDITION OWNED OR LEASED AND COMMITTED TO BE UTILIZED EXCLUSIVELY FOR DARRO-CAR

MAKE AND MODEL	SERIAL NUMBER	YEAR ACQUIRED	OWNED OR LEASED

**Note:**

*Certified True Copies of Certificate of Ownership, Updated Registration Certificates or Lease of Contracts shall be attached.*

**FORM 10**

**LIST OF FIREARMS IN GOOD WORKING  
CONDITION OWNED OR LEASED AND  
COMMITTED TO BE UTILIZED EXCLUSIVELY FOR  
DARRO-CAR**

<b>MAKE AND MODEL</b>	<b>SERIAL NUMBER</b>	<b>DATE ACQUIRED</b>

**Note:**

*Certified True Copies of Certificate of Ownership, Updated Registration Certificates or Lease of Contracts shall be attached.*



**FORM 11**

**LIST OF DEPLOYABLE SECURITY GUARDS**

<b>NO.</b>	<b>NAME</b>	<b>LICENSE NUMBER</b>	<b>LICENSE VALIDITY PERIOD</b>

**Note:**

*The Curriculum Vitae of Shift-In-Charge shall be attached.*

**FORM 12**

REPUBLIC OF THE PHILIPPINE)  
CITY OF \_\_\_\_\_) S.S.

**STATEMENT OF COMMITMENT**

I \_\_\_\_\_, of legal age, single/married, Filipino and resident of \_\_\_\_\_, after having been sworn according to law, depose and say:

- 1. That I am the \_\_\_\_\_(Designation) of \_\_\_\_\_ (Name of Agency) with office at \_\_\_\_\_;
- 2. That \_\_\_\_\_(Name of Agency) if awarded the Contract, shall immediately make available upon Notice of Deployment the number of qualified security guards and all the equipment required under the Terms of Reference (TOR), including additional equipment/services over and above the requirement of the TOR, if any, without cost to DARRO-CAR;
- 3. That I am making this statement as part of the eligibility requirement for the bidding for Security Services for DARRO-CAR.

**IN WITNESS WHEREOF**, I hereby affix my signature this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Affiant

**SUBSCRIBED AND SWORN TO** before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibiting to me his/her identification document indicated below his/her signature.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

**FORM 13**

REPUBLIC OF THE PHILIPPINE)  
CITY OF \_\_\_\_\_) S.S.

**CERTIFICATION**

I \_\_\_\_\_, of legal age, single/married, Filipino and resident of \_\_\_\_\_, representing \_\_\_\_\_ (Name of Agency), in my capacity as \_\_\_\_\_ (Designation), after having sworn to according to law, hereby depose and say:

- 1. That I am the \_\_\_\_\_(Designation) of \_\_\_\_\_ (Name of Agency) with office at \_\_\_\_\_;
- 2. That the Bid Documents submitted by \_\_\_\_\_ (Name of Agency) have been fully **“READ AND ACCEPTED AND GOOD FOR AGREEMENT”**.

**IN WITNESS WHEREOF**, I hereby affix my signature this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Affiant

**SUBSCRIBED AND SWORN TO** before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibiting to me his/her identification document indicated below his/her signature.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 20\_\_.

**BID LETTER**

\_\_\_\_\_  
(Date)

**THE CHAIRPERSON**

Bids an Awards Committee  
Department of Agrarian Reform Regional Office  
Cordillera Administrative Region  
No. 55 Bokawkan Rd., cor. Easter Rd.,  
2601 Baguio City

Madame:

We submit this Bid Proposal with full knowledge of the contract requirements, in addition to the proposal documents earlier submitted.

We understand that the DARRO-CAR reserves the right to reject any or all proposals.

We hereby certify that we have prepared, checked and reviewed this proposal and hereby bind the Agency which I represent in the bidding.

Bid Amount:

<b>NO. OF GUARDS</b>	<b>TOTAL BID AMOUNT IN FIGURES</b>	<b>TOTAL AMOUNT IN WORDS</b>
5		

**Note:** *In case of discrepancy over the amount in words and in figure, the amount in words prevails.*

Name of Company:  
\_\_\_\_\_

Name of Representative:  
\_\_\_\_\_

# BID PRICE AND DERIVATION OF PRICE PER SECURITY GUARD

## COST DISTRIBUTION

Eight (8) Hours Work

### Amount Directly to Guard:

Daily Wage

Pay per month \_\_\_\_\_

Night Differential \_\_\_\_\_

13<sup>th</sup> Month Pay \_\_\_\_\_

% days Incentive Leave \_\_\_\_\_

Uniform Allowance (RA 5487) \_\_\_\_\_

E-COLA \_\_\_\_\_

**TOTAL AMOUNT DIRECTLY TO GUARD**

P\_\_\_\_\_

### Amount to Government in Favor of Guard:

Retirement Benefit (RA 7641) \_\_\_\_\_

SSS Premium \_\_\_\_\_

PhilHealth Contribution \_\_\_\_\_

State Insurance Fund \_\_\_\_\_

Pag-ibig Fund (RA 7742) \_\_\_\_\_

**TOTAL AMOUNT TO GOVERNMENT**

**IN FAVOR OF GUARD**

P\_\_\_\_\_

**TOTAL AMOUNT TO GUARD AND GOVERNMENT**

P\_\_\_\_\_

**ADMINISTRATIVE OVERHEAD AND MARGIN  
INCLUSIVE OF VAT**

P\_\_\_\_\_

**PROPOSED CONTRACT RATE PER GUARD  
(FOR 8 HOURS)**

P\_\_\_\_\_