

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

FOR THE

PROCUREMENT OF SECURITY SERVICES FOR THE DEPARTMENT OF AGRARIAN REFORM CENTRAL OFFICE (DARCO) FOR CY 2021 (2nd Re-bid)

Government of the Republic of the Philippines

**DEPARTMENT OF AGRARIAN REFORM CENTRAL
OFFICE (DARCO)**

PUBLIC BIDDING NUMBER: PBD-21-03

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste

management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF AGRARIAN REFORM

Tunay na Pagbabago sa Repormang Agraryo

INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICES FOR THE DEPARTMENT OF AGRARIAN REFORM CENTRAL OFFICE (DARCO) FOR CY 2021 (2nd Re-bid)

1. The **Department of Agrarian Reform (DAR)**, through the **General Appropriations Act of 2021** intends to apply the sum of **Philippine Pesos Fifteen Million, Two Hundred Twenty-Two Thousand Four Hundred Fifteen Pesos and Thirty-Nine Centavos only (PhP15,222,415.39)** being the ABC to payments under the contract for the **Procurement of Security Services for the DAR Central Office for CY 2021 for seven (7) months/PBD-21-03**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Agrarian Reform** now invites bids for the above Procurement Project. Delivery of the above services shall commence on June 1, 2021 at 7:00 a.m. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the DAR-PBAC Secretariat and inspect the Bidding Documents at the address given below from Monday to Friday between 8:00 am to 5:00 pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on March 24, 2021 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twelve Thousand Pesos only (PhP12,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees through the presentation of the original copy of the official receipt issued by DAR not later than the date of bid submission.
6. The Department of Agrarian Reform will hold a Pre-Bid Conference on **May 6, 2021 at 10:00 a.m.** through video conferencing *via Microsoft Teams*, which shall be open to prospective bidders.

DAR CENTRAL OFFICE
Elliptical Road, Diliman, Quezon City

TELEFAX: (632) 453-8300
WEBSITE: www.dar.gov.ph

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **May 18, 2021 at 9:00 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be conducted face to face on **May 18, 2021 at 10:00 a.m.** at the FAPsO Conference Room, DAR Central Office, Elliptical Road, Diliman, Quezon City Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Department of Agrarian Reform reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Atty. Mary Mae M. Gadon
Chief, Procurement Division/Head DAR-BAC Secretariat
Ground Floor, DAR Central Office
Elliptical Road, Diliman, Quezon City
Telephone Numbers: 8928-1011; 09067812052; 09683971669
Email address: procurementdivision.darco2013@gmail.com
bacsecretariat.primary2019@gmail.com
12. You may visit the following websites:
For downloading of Bidding Documents: www.dar.gov.ph
www.philgeps.gov.ph

29 April 2021


ATTY. JIM G. COLETO
Board Member III
Chairperson, Bids & Awards Committee-Primary

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **DEPARTMENT OF AGRARIAN REFORM CENTRAL OFFICE (DARCO)**, wishes to receive Bids for the **Procurement of Security Services for the DAR Central Office for CY 2021 (2nd Re-bid) for seven (7) months**, with identification number **PBD-21-03**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below in the amount of **Philippine Pesos Fifteen Million Two Hundred Twenty-Two Thousand Four Hundred Fifteen and Thirty-Nine Centavos only (PhP15,222,415.39) for seven (7) months**.

2.2. The source of funding is:

a. Government Appropriations Act (GAA) of 2021

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **May 6, 2021 at 10:00 a.m.** through **videoconferencing/webcasting via Microsoft Teams** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

- 20.1. Not applicable
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <p style="padding-left: 40px;">a. Provision of Security Services</p> <p>Completed within five (5) years prior to the deadline for the submission and receipt of bids.</p> |
| 7.1 | The Procuring Entity has prescribed that subcontracting is not allowed. |
| 12 | The price of the Goods shall be quoted DDP at the DAR Central Office, Elliptical Road, Diliman, Quezon City indicated in Section VI. Schedule of Requirements. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="padding-left: 40px;">a. The amount of not less than <u>PhP304,448.30</u> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="padding-left: 40px;">b. The amount of not less than <u>PhP761,120.76</u> if bid security is in Surety Bond.</p> |
| 19.1 | To resolve cases where an occurrence of a tie among bidders, i.e. two or more of the bidders are determined as the Lowest Calculated Responsive Bid (LCRB), the procuring entity may use "draw-lots" or similar methods of sheer luck or chance as per GPPB Circular No. 06-2005 "Tie-Breaking Method". |
| 19.3 | The Project calls for the provision of Fifty-Two (52) Security Guards, Two (2) Security Supervisors/Surveillance Officers and One (1) Detachment Commandant , with the total ABC of Philippine Pesos Fifteen Million Two Hundred Twenty-Two Thousand Four Hundred Fifteen and Thirty-Nine Centavos only (PhP15,222,415.39) |
| 20.2 | <p>The following income and business tax returns shall be required:</p> <ol style="list-style-type: none"> 1. Latest Income Tax Returns for 2020-2019 for fiscal/calendar year; and 2. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the months of October- December 2020 and January - March 2021 3. PhilGEPS Platinum Membership Certificate (if the bidder submitted the Class "A" documents at the time of bid submission) <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</p> <p>Additional Licenses to be submitted during post-qualification:</p> |

| | |
|--|---|
| | <ol style="list-style-type: none">1. PADPAO Certificate2. 6 NTC Certificate of Registration (for telecom equipment)3. Current and valid firearms licenses |
|--|---|

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p>Delivery and Documents –</p> <p>Report on the delivery of the Security Services shall be submitted by the Security Agency on a monthly basis covering the period June 1-December 31, 2021.</p> <p>Upon delivery of the Security Services to the Project Site, the Security Agency shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <p>A. Original and four (4) copies of Monthly Deployment Report (MDR) duly accomplished by the Security Agency at the end of each month stating the names of the security guards and supervisors, salary rates, and actual attendance;</p> <p>B. Copy of pay slips and evidence of receipt by the security personnel;</p> <p>C. Proof of remittance of premiums to SSS, PhilHealth, PAG-IBIG and ECC for the benefits of the security personnel.</p> |
| 2.2 | No further instructions. |
| 4 | <p>The inspections and tests that will be conducted are:</p> <p>Ocular inspections and tests will be done in accordance with Section VII. Technical Specifications.</p> |

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|--------------------|--|---|-----------------------|---|
| 1 lot | Security Services for the DAR Central Office | Fifty-Two (52) Security Guards Two (2) Security Supervisors/ Surveillance Officers One (1) Detachment Commandant | 55 Security Personnel | From June 1 to December 31, 2021 in accordance with the deployment schedule specified below |

DEPLOYMENT SCHEDULE FOR CY 2021

| POST ASSIGNMENT | 1ST Shift 7 AM-7 PM | 2ND Shift 7 PM-7 AM | No. of Guards |
|----------------------------|---------------------------------------|---------------------------------------|----------------------|
| Gate 1 | 3 | 1 | 4 |
| Gate 2 | 3 | 1 | 4 |
| Roving Guard | 1 | 1 | 2 |
| Left Wing Basement | 1 | 1 | 2 |
| Right Wing Basement | 1 | 1 | 2 |
| 1 st Floor | 1 | 1 | 2 |
| 2 nd Floor | 3 | 1 | 4 |
| 3 rd Floor | 1 | 1 | 2 |
| 4 th Floor | 4 | 2 | 6 |
| HRD | 2 | 1 | 3 |
| BLTI | 1 | 1 | 2 |
| Records Building | 1 | 1 | 2 |
| Motorpool | 1 | 1 | 2 |
| DARAB | 3 | 1 | 4 |
| Security Office | 1 | 1 | 2 |
| FAPsO | 1 | 1 | 2 |
| FAPsO Annex | 1 | 1 | 2 |
| Stockroom Area/ DARAB Dorm | 1 | 2 | 3 |
| Back Door (near Chapel) | 1 | 1 | 2 |
| SECURITY OFFICER | 1 | 1 | 2 |
| COMMANDER | 1 | | 1 |
| Total | 33 | 22 | 55 |

I hereby commit to comply and deliver all the above requirements in accordance with the above-cited schedules.

Signature over Printed Name of Authorized Representative

Designation _____

Name of Company _____

Date _____

Section VII. Technical Specifications

Technical Specifications

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

A. RECRUITMENT AND SELECTION CRITERIA (To be undertaken by the Service Provider)

Deployment of fifty five (55) qualified, uniformed, highly trained and armed Security Personnel, consisting of fifty-two (52) security guards, one (1) Detachment Commander, and two (2) Security Supervisors/Surveillance Officers with the following minimum qualifications, to wit:

1. With at least three (3) years of experience in Security Services for guards and five (5) years for supervisors/officers;
2. Have undergone and passed the required psycho-neuro examination and drug test conducted by the Philippine National Police (PNP/National Bureau of Investigation (NBI));

3. Have undergone first-aid and basic-life support course certified by the Philippine National Red Cross (PNRC),
4. For the two (2) Surveillance Officers, they must be trained and have experience in surveillance system (CCTV and Video Surveillance).

Proofs to support the above requirements shall be submitted and validated during post-qualification.

B. SECURITY AGENCY QUALIFICATIONS

B.1. Stability

1. Years of experience – at least five (5) years in the business
2. Organizational Set-up – with good office set-up, personnel and office tools and equipment. The security agency must submit a company profile confirming the foregoing requirements, including an organizational chart which shall be submitted with its technical and eligibility documents.

B.2. Resources

1. Number of Kind of Equipment and Supplies – with the minimum number and kind of equipment and supplies as specified in Security Support Equipment.
2. Number of Guards – with at least 52 Security Guards that are organic to the Contractor.
3. Number of Supervisors – with at least 3 Supervisors.

C. SECURITY PLAN

To be submitted by the Security Agency with its bid proposal and for approval by the DAR prior to contract implementation. The security plan should include protocol relative to the prevention of the spread of COVID-19. (This will form part of the contract.)

D. OTHER TERMS AND CONDITIONS

1. The DAR (Client) shall grant the Service Provider the contract to render security services.
2. The DAR shall pay the Service Provider for security services rendered upon validation of required billing documents and mandatory government contributions.
3. The DAR shall monitor the implementation of the security services in accordance with the specifications and conditions of the contract based on the **Quarterly Security Performance and Inspection Review.**
4. The Security Agency shall provide a total of Fifty-Five (55) Security Personnel, consisting of fifty-two (52) Security Guards, one (1) Detachment Commander and two (2) Security Supervisors/Surveillance Officers, who will be assigned or deployed to the different areas within the DAR Central Office buildings and grounds.

5. The Security Agency shall ensure that the Security Guards assigned to the DAR shall observe proper Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) prescribed uniform.
6. The DAR has the option to effect changes in the assignment/deployment of the security guards anytime during the contract period through a written notice to the Security Agency. Likewise, the DAR may increase or decrease the number of security guards depending on the exigency of the service.
7. The Director of Administrative Service shall be notified in writing within seven (7) calendar days in all matters pertaining to the rotation, reassignment and/or suspension, immediately as circumstances warrant, or in such cases when security personnel are found and proven to be using illegal drugs, engaging in the sale of illegal drugs and prohibited substance, lacking in discipline, integrity, good moral character and attitude, or for inefficiency, omission in the performance of duties, and other negligent acts.

Request for replacement, reassignment, rotation shall be acted upon by the Security Agency within forty eight (48) hours upon receipt of the written notification from the DAR.

8. Hold DAR free from any action or liability arising from any claims of the security guards and other personnel employed by the Security Agency for benefits under the Labor Code of the Philippines. However, DAR will provide the source of fund for any mandatory increase in wage, social security contributions, or any similar payments as may be imposed by law or competent authority after effectivity of the contract, and the contract amount shall be automatically adjusted subject to the accounting and auditing rules and regulations, and upon showing actual payment made to their employees. There shall be no employer-employee relationship between the DAR and the security guards and other personnel employed by the Security Agency.
9. The Security Agency shall be responsible for any loss or damage to DAR properties and premises, provided that such properties are properly turned over to the Security Agency or the guard in duty. Such loss or damage shall not include those caused by fortuitous events such as fire, earthquakes, typhoon, war and rebellion. For purposes of this clause, "proper turn over" shall mean a complete inventory of all property accountabilities per office provided at the outset and the ocular inspection on the succeeding occasions.
10. The Security Agency hereby warrants to make available, at all times, relievers and/or replacements to ensure continuous and uninterrupted services in case of absences, and shall execute the necessary supervision over the work of its personnel.
11. The Security Agency shall ensure the payment of wages on a regular schedule every 15th and 30th of each month in accordance with the minimum wage law and/or provisions of the Labor Code and its implementing rules and regulations.

12. At the end of the contract period, the Security Agency shall turn over to DAR all property accountabilities and any amount of damages or property losses shall be deducted from the collectible amount due to the Security Agency.
13. The Security Agency shall submit proof of compliance with legal requirements on the payment of salaries such as duly signed payroll, issuance of pay slips to security guards, premium remittances and taxes. This will serve as a requisite for every billing period.
14. The Security Agency holds the DAR free from any liability from acts of its security guards which cause damage of whatever type to DAR employees and properties or to any third party and their properties.

E. OBLIGATIONS OF THE SERVICE PROVIDER/SECURITY PERSONNEL

The Security Guards shall:

1. Maintain peace and order at the DAR premises
2. Watch, safeguard and protect the DAR properties from theft, arson, intrusion if demonstrators/protesters, destruction and damages.
3. Ensure the safety of DAR officials, personnel and visitors from harassment, threat, or intimidation within the premises of the DAR.
4. Monitor/frisk visitors for deadly weapons, explosives, toxic chemicals, drugs, contraband items, and/or harmful materials and, upon reasonable grounds and if necessary, coordinate with the PNP for possible arrest of the persons concerned.
5. Issue visitor's slip to all non-DAR personnel upon registry in the electronic logbook, and properly coordinate their entry with the officials/employees concerned.
6. Prohibit loitering of guests in the premises after the purpose of visit/official transaction is completed.
7. Prevent entry of unauthorized persons after office hours, and during weekends and non-working holidays, unless authorized by DAR officials.
8. Maintain daily 24-hour logbooks on the arrival and departure of DAR and non-DAR vehicles.
9. Inspect vehicles entering and leaving DAR premises.
10. Control the flow of traffic, and direct drivers to park their vehicles properly in designated parking areas.
11. Secure all entry and exit points.
12. Prevent entry to secured/restricted areas without proper authorization/clearance.
13. Submit the following reports to DAR:
 - a. Daily Activity and Situation Report
 - b. Spot Report (as necessary)
 - c. Incident Report (in case of occurrence of unusual incident)
 - d. Investigation Reports (as necessary)
 - e. Special Reports (in case of confluence of events and observations which have bearing on safety and security)

- f. Information Report (as obtained and as necessary)
 - g. Roaster of Guards (every 15th and 30th of the month)
 - h. Guard Deployment Schedule (every 15th and 30th of the month)
 - i. Guard Duty-Detail Order (DDO)
 - j. Accomplishment Reports on a monthly basis (every 1st Monday of the succeeding month)
 - k. Monthly Security Assessment including its findings and accomplishments not later than the 10th day of the following month
14. Submit a daily report of irregularities, problems or issues encountered during the conduct of CCTV monitoring.
15. Ensure the good quality of recording during day and night time modes, and that the time and date settings of the systems are on real time and adjust settings, if necessary.
16. Submit the monitoring documents (Both hard copy and electronic copy) on a weekly basis:
- a. Logs of Vehicle's Entries and Exits;
 - b. Logs of DAR Personnel's ins and outs;
 - c. Logs of Visitor's ins and outs;
 - d. Logs of Contractor's personnel's ins and outs; and
 - e. Logs of daily activities.
17. The Service Provider shall provide the following tools and equipment subject to random inspection by the authorized DAR official/representative:

SECURITY SUPPORT EQUIPMENT (Minimum Requirements) - which shall be inspected and validated during POST-QUALIFICATION

| PARTICULARS | MINIMUM REQUIREMENT |
|--|----------------------------|
| Base Radio | One (1) unit |
| Handheld Radios | Twenty one (21) units |
| Vehicle (motorized 2-wheel) | One (1) unit |
| Vehicle (4 wheel, should not be earlier than a 2016 model based on LTO Certificate of Registration) | One (1) unit |
| Bicycle | One (1) unit |
| Surveillance Mirror/Underchassis Mirror (for vehicle inspection) | Four (4) units |
| Thermal Monitors with Stand | Six (6) Units |
| Thermal Monitors (hand held) | Two (2) Units |
| Metal Detectors (Hand Held) | Ten (10) Units |
| Side Arms (at least 9mm cal.) with ammunition | Twenty Seven (27) units |
| Shotgun | Three (3) units |
| Rechargeable Spotlight | Four (4) units |
| Desktop PC with printer | One (1) unit |

| | |
|------------------------------------|----------------------|
| Fire Coat | Six (6) units |
| Fire Boots | Six (6) units |
| Handcuffs | Fifty Two (52) units |
| First Aid Kit | Fifty Two (52) units |
| Tear Gas Spray | Fifty Two (52) units |
| Night Stick, Handcuffs and Whistle | Fifty Two (52) units |
| Flashlights | Fifty Two (52) units |
| Vault for Depository of Firearms | One (1) unit |
| Umbrellas (big) | Forty (40) units |
| Mega Phone | Four (4) units |
| Voice Recorder | Two (2) units |

18. The following documents should be submitted with the bidder's statement of compliance on the Technical Specifications (during bid submission):

- a) Individual profile/resume/of personnel to be deployed.
- b) Certification stating that the personnel to be deployed are duly licensed security guards, at least 21 years old, at least 5'2" in height, of good moral character, physically and mentally fit. The certification should further state that the supervisors have at least 5 years supervisory experience, college graduate of a 4-year course, holder of a Security Officer license issued by PNP SOSIA, have undergone levels of security training programs administered by PNP-SOSIA. Credentials of the supervisors such as diploma, Security Officer License, and other certificates to support their qualifications should be presented and validated during post-qualification.
- c) Certification stating that the personnel to be deployed have been duly oriented and have fully understood the health and safety protocols as mandated by the IATF, DOH and the DAR Memorandum Circular No. 15 dated 01 May 2020;
- d) Security plan including investigation and reporting procedures and safety and health protocols relative to Covid-19. This plan should be approved by the DAR prior to contract implementation and shall form part of the contract documents.
- e) Continuing manpower development plan to enhance capability and upgrade skills of security guards (e.g. crowd control procedures, etc.) presenting pertinent training certificates.
- f) Retirement Fund/Trust Fund Agreement as mandated by Republic Act No. 7641, the proof of which, shall be submitted and validated during post-qualification. The fund shall be administered and maintained by a trust company bank/ investment house/ pre-need company/ or corporation duly authorized to perform trust function

exclusively for collective investment or re-investment of certain money received in its capacity as trustee, or similar arrangement as may be agreed upon in accordance with law. (Refer to Section 7.5.r Statutory Benefits as embodied in the Department of Labor and Employment (DOLE) Department Order No. 150-16 dated February 9, 2016.

g) PNP license to operate for CY 2021.

16.3. The Service Provider shall ensure that all the personnel to be deployed have tested negative from COVID 19 using at least an **Antigen Test**. The Service Provider shall submit the negative Test Results of its personnel to be deployed within **two (2) days prior to deployment/contract implementation**.

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Signature over Printed Name of
Authorized Representative

Date

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

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

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Section IX. Bidding Forms

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Bid Form for the Procurement of Goods

[Shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : PBD-21-03

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount and Currency | Purpose of Commission or gratuity |
|---------------------------|---------------------|-----------------------------------|
|---------------------------|---------------------|-----------------------------------|

| |
|-------|
| _____ |
| _____ |
| _____ |

(if none, state “None”)]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. **PBD-21-03** Page ___ of ___

| PARTICULARS | DAY SHIFT 30 Security Personnel | NIGHT SHIFT 20 Security Personnel |
|--|---------------------------------------|---|
| A. Amount Directly to Guard | | |
| Daily Minimum Wage Rate effective November 22, 2018 (Wage Order NCR no. 22, s. 2018) | PhP 537.00 | PhP 537.00 |
| Wage (Php 537.00 x 393.80 days / 12) | 17,622.25 | 17,622.25 |
| Service Incentive Leave (Daily Wage x 5 days / 12 months) | ----- | ----- |
| 13 th Month Pay (Daily Wage x 365/ Month/12) | ----- | ----- |
| Uniform Allowance (RA5487) | ----- | ----- |
| Overtime (4hrs/day) | ----- | ----- |
| Night Differential Pay – 10% of Wage/month | 0.00 | ----- |
| Total Amount Directly to Guard | PhP _____ | PhP _____ |
| B. Amount to Government in Favor of Guard | | |
| SSS Premium (ER contribution only) | ----- | ----- |
| Philhealth Premium (Employer’s Share) | ----- | ----- |
| Pag-ibig Fund Premium | ----- | ----- |
| ECC/State Insurance Fund | ----- | ----- |
| Retirement Benefits (DW x 22.5 days/12) RA 7641 | ----- | ----- |
| Total Amount to Government in Favor of Guard | PhP _____ | PhP _____ |
| C. Total Amount to Guard and Government (A + B) | PhP _____ | PhP _____ |
| D. Agency Fee | ----- | ----- |
| E. VAT (12%) | ----- | ----- |
| F. Minimum Contract Rate per Guard for 12 hours (C + D + E) | ----- | ----- |
| G. Total Monthly Rate for 33 Guards (day shift) x 7 months | PhP _____ | |
| H. Total Monthly Rate for 22 Guards (night shift) x 7 months | | PhP _____ |
| I. Total Bid Amount for 55 Guards for seven (7) months | PhP _____ | |
| <i>Note: (“-----“ and “ _____ ” To be filled out by the bidder)</i> | | |

Name: _____

Legal Capacity: _____

Signature: _____

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

Annex “B”

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any

 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
 4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[Shall be submitted with the Bid]

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 or authorized representative 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, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[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 to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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:] The owner or sole proprietor is 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; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[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.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

[Shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION
Project Identification No.: PBD-21-03

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Performance Securing Declaration (Revised)

[If used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]
Affiant*

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Statement of Single Largest / Completed Contracts Similar to the Contract to be Bid

This is to certify that _____ (Company) _____ has the following completed contract/s for the period CY2015-2020

| Date of the Contract | Contracting Party | Name of Contract | Nature/Scope | Amount of Contract | Date Awarded | Date Completed |
|----------------------|-------------------|------------------|--------------|--------------------|--------------|----------------|
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**Name and Signature of
 Authorized Representative**

Date

Instructions:

a) Cut-off date as of:

(i) Up to the day before the deadline of submission of bids.

- i. b) In the column under “Dates”, indicate the dates of Delivery/End-user’s Acceptance or Official Receipt.
- ii. c) “Name of Contract”. Indicate here the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: “Supply and Delivery of Generator Set”

Statement of : (i) Ongoing Contracts; and (ii) Awarded But Not Yet Started Contracts

This is to certify that _____ (Company) _____ has the following ongoing and awarded but not yet started contracts.

| Date of the Contract | Contracting Party | Name of Contract | Nature and Scope | Amount of Contract | Date Awarded | Value of Outstanding Contracts |
|----------------------|-------------------|------------------|------------------|--------------------|--------------|--------------------------------|
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Name and Signature of Authorized Representative

Date

*Instructions:

a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:

(i) **The day before the deadline of submission of bids.**

i. b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

ii. c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

(d) “Name of Contract”. Indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. Example: “Supply and Delivery of Generator Set”

