

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 2024

Government of the Republic of the Philippines

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

PUBLIC BIDDING NUMBER: PBD-043B-24-01

**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



**INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICES
FOR THE DEPARTMENT OF AGRARIAN REFORM CENTRAL OFFICE
(DARCO) FOR CY 2024**

REFERENCE: PBD-043B-24-01

1. The **Department of Agrarian Reform (DAR)**, under the General Appropriations Act and Annual Procurement Plan for CY 2024 intends to apply the sum of **Philippine Pesos Twenty-Three Million, Fifty-Eight Thousand, One Hundred Fifteen and 52/100 only (PhP 23,058,115.52)** inclusive of all applicable taxes, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Security Services (88 Security Personnel) for the DAR Central Office for CY 2024 for Eight (8) Months (May-December, 2024)/PBD-043B-24-01**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DAR** now invites bids for the above Procurement Project. Delivery of the above services shall commence on May 1, 2024, at 7:00 a.m. Bidders should have completed, within three (3) 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-BAC 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 20, 2024**, 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 Twenty-Five Thousand Pesos only (**PhP25,000.00**). 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 **March 27, 2024 at 9:00 a.m.** at the OSEC Board Room, 5th Floor, DAR Central Office, Elliptical Road, Diliman, Quezon City which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated in paragraph 11 below on or before **April 11, 2024 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 **April 11, 2024 at 10:00 a.m.** at the OSEC Board Room, 5th Floor, 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. Shiela Mae Gerapusco

DAR-BAC B Secretariat Chairperson

Procurement Division Office

Ground Floor, DAR Central Office

Elliptical Road, Diliman, Quezon

City Telephone Numbers: 8928-1011;

09667812052

Email address: procurementdivision.darco2013@gmail.com

darco.bacsecretariat.b@dar.gov.ph

12. You may visit the following websites:
For downloading of Bidding Documents: www.dar.gov.ph
www.philgeps.gov.ph

March 19, 2024

ATTY. QUINTIN O. MAGSICO, JR.

Assistant Secretary, Finance and Management Services, and Procurement
Chairperson, Bids and Awards Committee B

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 (88 security personnel) for the DAR Central Office for CY 2024 for Eight (8) Months (May-December)**, with identification number **PBD-043B-24-01**

The Procurement Project (referred to herein as “Project”) is composed of 1 Lot only, 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 Twenty-Three Million, Fifty-Eight Thousand, One Hundred Fifteen and 52/100 only (PhP 23,058,115.52)**

2.2. The source of funding is:

a. NGA, the General Appropriations Act (GAA) 2024

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. 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.
- 5.3. 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 **March 27, 2024 at 9:00 a.m.** at the OSEC Board Room, 5th Floor, DAR Central Office, Elliptical Road, Diliman, Quezon City, which shall be open to prospective bidders, 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 three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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 Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **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 three (3) 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>PhP 461,162.31</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>PhP 1,152,905.78</u> if bid security is in Surety Bond.</p>
	During Post-Qualification, each bidder shall submit additional two (2) copies of the first and second components of its bid.
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 Eighty-Five (85) Security Guards, One (1) Detachment Commandant and Two (2) Security Supervisors/Surveillance Officers , with the total ABC of Philippine Pesos Twenty-Three Million, Fifty-eight Thousand, One Hundred Fifteen and 52/100 only (PhP 23,058,115.52)

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 2022-2021 for fiscal/calendar year; and 2. Value Added Tax Returns (Form 2550Q) or Percentage Tax Returns (Form 2551M) covering the 2nd and 3rd quarters of 2023 <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"> 3. Philippine Association of Detective and Protective Agency Operators (PADPAO) Certificate 4. 6 National Telecommunications Commission (NTC) Certificate of Registration (for telecom equipment) 5. Current and valid firearms licenses to be used for the contract <p>Must also submit the following additional post-qualification documents:</p> <ol style="list-style-type: none"> 1. Credentials of the supervisors such as diploma and Security Officer License to support their qualifications shall be presented and validated. 2. Proof of Retirement Fund/Trust Fund Agreement
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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>The Security Agency shall render the required security services in accordance with the Terms of Reference (TOR) of Contract, Deployment Schedule and Schedule of Requirements.</p> <p>The Security Agency must comply with the Minimum Qualifications of Security Agency (hereto attached as Annex “A” of Section VII), Minimum Qualifications of Security Officers and Security Guards (hereto attached as Annex “B” of Section VII), and Minimum Security Equipment Requirement (hereto attached as Annex “C” of Section VII).</p> <p>Report on the delivery of the Security Services shall be submitted by the Security Agency monthly covering the period May 1 - December31, 2024.</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> <ul style="list-style-type: none"> 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; B. Copy of pay slips and evidence of receipt by the security personnel; C. Proof of remittance of premiums to SSS, PhilHealth, Pag-IBIG and ECC for the benefits of the security personnel.
2.2	<p>Payment</p> <p>The Security Agency shall be paid on a monthly basis upon submission of documentary requirements, subject to existing and applicable accounting and auditing laws, rules and regulations.</p> <p>The Security Agency shall submit proof of compliance with legal requirements on the payment of salaries such as duly signed payroll, issuance of payslip to security guards, premium remittances to SSS, PHILHEALTH, ECC and Pag-IBIG, among others, and taxes.</p>
4	<p>Inspection</p> <p>The inspections and tests that will be conducted are:</p> <p>Ocular inspections and tests will be done in accordance with the Terms of Reference.</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.

Lot Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Security Services for the DAR Central Office	Eighty-Five (85) Security Guards Two (2) Security Supervisors/ Surveillance Officers One (1) Detachment Commandant	88 Security Personnel	From May 01 to December 31, 2024 in accordance with the deployment schedule specified below

DEPLOYMENT SCHEDULE FOR CY 2024

POST ASSIGNMENT	1 ST Shift 6 AM to 2 PM	2 ND Shift 2 PM to 10PM	3 RD Shift 10PM to 6 AM	No. of Guards
Gate 1 (Exit gate)	3	3	2	8
Gate 2 (Entry Gate)	3	3	2	8
Roving Guard	1	1	3	5
Main Building:				
Left Wing Ground Floor	1	1	1	3
Right Wing Ground Floor	1	1	1	3
2 nd Floor	3	3	2	8
3 rd Floor	2	2	1	5
4 th Floor	1	1	1	3
5 th Floor	4	4	1	9
BLTI Building	2	2	1	5
PAIC	1	1	1	3
Records Building	1	1		2
Motorpool	1	1	1	3
DARAB	2	2	1	5
Security Office	1	1	1	3
FASPO Building (Lobby)	1	1	1	3
FASPO Annex	1	1		2
Stockroom Area/ DARAB Dorm	1	1	1	3
Gymnasium/ Dorm	1	1		2

Back Door (near Chapel)	1	1		2
Security Officers		1	1	2
Detachment Commander	1			1
Total	33	33	22	88

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/Terms of Reference***

Technical Specification/Terms of Reference

[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 Bidder's 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.]

Annex	Requirements	Statement of Compliance
A	SECURITY AGENCY MINIMUM QUALIFICATIONS	
B	MINIMUM QUALIFICATIONS OF SECURITY PERSONNEL	
C	MINIMUM SECURITY EQUIPMENT REQUIREMENT	
D	SECURITY PLAN	
E	OBLIGATIONS OF THE SECURITY PERSONNEL	
F	TERMS AND CONDITIONS	

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

SECURITY AGENCY MINIMUM QUALIFICATIONS

1. Stability

- a. Valid and updated License to Operate issued by the Philippine National Police, Civil Security Group - Supervisory Office for Security Investigation Agencies (PNP - CSG - SOSIA);
- b. Years of experience – at least three (3) years in the security business operations.
- c. 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 together with its technical and eligibility documents.**

2. Resources

- a. Number and kinds of Equipment and Supplies – with the minimum number and kind of equipment and supplies as specified in Security Support Equipment.
- b. Number of Guards – with at least 85 Security Guards that are organic to the Contractor/ service provider.
- c. Number of Supervisors – with at least 3 Supervisors.

3. Other requirements

The following must be submitted during bid submission:

- a. Valid/updated PNP license to operate
- b. Individual profile/resume of personnel to be deployed
- c. 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 3 years supervisory experience, college graduate of a 4-year course, holder of a security officer license issued by PNP-SOSIA, and have undergone security training programs administered by PNP-SOSIA.
- d. Security Plan including investigation and reporting procedures and safety and health protocols. This plan should be approved by the DAR prior to contract implementation and shall form part of the contract documents.
- e. Current/valid National Certification II (NCII) for Security Services issued and certified by the Technical Education and Skills Development Authority (TESDA);
- f. First-aid and basic-life support course certificated issued by the Philippine National Red Cross (PNRC) or other accredited training center
- g. Continuing manpower development plan to enhance capability and upgrade skills of security guards (e.g. crowd control procedures, etc.).

The following documents must be submitted during the post-qualification:

- a. Credentials of the supervisors such as diploma, resume, and Security Officer License to support their qualifications

- b. NBI Clearance
- c. Police Clearance
- d. For former members of the military, a certification stating that said former member was not dishonorably discharged from duty.
- e. Retirement Fund/Trust Fund Agreement as mandated by RA No. 7641, the proof of which shall be submitted and validated. The fund shall be administered and maintained by a trust company bank /investment house/pre-need company/ 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 Sec 7 Statutory Benefits as embodied in the DOLE Department Order No. 150-16 dated February 9, 2016.

MINIMUM QUALIFICATIONS OF SECURITY PERSONNEL

Deployment of Eighty-Eight (88) qualified, uniformed, highly trained and armed Security Guards, which includes Eighty-five (85) security guards, one (1) Detachment Commander, and two (2) Security Supervisors/Surveillance Officers with the following minimum qualifications, to wit:

1. One (1) Detachment Officer and two (2) Security Supervisors/Surveillance Officer shall have the following minimum qualifications:

- a. Must be at least 21 years old;
- b. At least 5'2" in height;
- c. Physically and mentally fit to render security services, as evidenced by the medical certificate;
- d. Of good moral character and reputation;
- e. With at least three (3) years supervisory experience in Security Services;
- f. College graduate of a 4-year course;
- g. Holder of a valid Security Officer license issued by the Philippine National Police (PNP)/Supervisory Office on Security and Investigation Agencies (SOSIA);
- h. Have undergone required security training programs administered by PNP-SOSIA.
- i. Have undergone and passed the required psycho-neuro examination and drug test conducted by the Philippine National Police (PNP), National Bureau of Investigation (NBI) or other DOH-accredited hospital/testing center (results to be presented/submitted after award of contract);
- j. Have current/valid National Certification II (NCII) for Security Services issued and certified by the Technical Education and Skills Development Authority (TESDA); and
- k. Have undergone first-aid and basic-life support course certified by the Philippine National Red Cross (PNRC) or other accredited training center.

In addition to the above-mentioned qualifications, the Surveillance Officer must have training and experience in surveillance system (CCTV and Video Surveillance).

Provided that items (a), (b), (c), (d), (e), (f), (g), (h), and (i) shall be supported by a Certification issued by the security agency.

Provided further that the credentials of the supervisors such as diploma, resume, Security Officer License, and security training certificates to support their qualifications shall be presented and validated during post-qualification.

4. Eighty-five (85) security guards shall have the following minimum qualifications:

- a. Must be at least 21 years old;
- b. At least 5'2" in height;
- c. Physically and mentally fit to render security services, as evidenced by the medical certificate;
- d. Of good moral character and reputation;
- e. With at least three (3) years experience in Security Services;
- f. At least High School Graduate;
- g. Holder of a valid Security license issued by the Philippine National Police (PNP)/Supervisory Office on Security and Investigation Agencies (SOSIA);
- h. Have undergone required security training programs administered by PNP-SOSIA.
- i. Have undergone and passed the required psycho-neuro examination and drug test conducted by the Philippine National Police (PNP), National Bureau of Investigation (NBI) or other DOH-accredited hospital/testing center (results to be presented/submitted after award of contract);
- j. Have current/valid National Certification II (NCII) for Security Services issued and certified by the Technical Education and Skills Development Authority (TESDA); and
- k. Have undergone first-aid and basic-life support course certified by the Philippine National Red Cross (PNRC) or other accredited training center.

Provided that items (a), (b), (c), (d), (e), (f), (g), (h) and (i) shall be supported by a Certification issued by the security agency.

Provided further that the credentials of the security personnel such as resume, Security License and security training certificates to support their qualifications shall be presented and validated during post-qualification.

ANNEX “C”

Minimum Security Equipment Requirement	Required Quantity
<p>Base Radio</p> <p>VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1- unit Repeater Station (NCR Coverages)</p>	<p>One (1) unit</p>
<p>Handheld Radios</p> <p>VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power output, including NiMH Battery Pack</p>	<p>Twenty - One (21) units</p>
<p>Vehicle (motorized 2-wheel)</p> <p>Motorcycle in good running condition and well-maintained 125 cc with sidecar and roof 10 liters fuel reserve (Roving Purposes)</p>	<p>One (1) unit</p>
<p>Vehicle (4-wheel)</p> <p>Security service vehicle with air-conditioning unit and in roadworthy condition for emergency cases purposes and Inspection of Security Detachment with 30 liters fuel reserve (Replaced by security agency after official use)</p>	<p>One (1) unit</p>
<p>Bicycle</p> <p>Pro-level aluminum frame Bottom bracket: Sealed cartridge Crankset: aluminum alloy, 32t Shift Levers 10-speed Bike Chain</p>	<p>One (1) unit</p>
<p>Surveillance Mirror/Under chassis Mirror (for vehicle inspection)</p> <p>47 inches long GI Pipes (20mm) 8 inches foam handle Rectangular mirror size 12x9 inches with 2 movable wheels with flashlight (battery not included)</p>	<p>Four (4) units</p>
<p>Tally Counter/Clicker</p> <p>Technical range: 0-9999. The byte display is clear, no lag, no error and no battery required, durable and long service life. Easy to carry with mini buckle design Material: Stainless steel. The plating metal is more durable,</p>	<p>Four (4) units</p>

easy to operate, portable and practical.	
Metal Detectors (Hand Held) Material: ABS Blade: 6 cm/2.4 inches Knife: 10 cm/3.9 inches 38-type pistol: 15 cm/5.9 inches Power: standard 9V battery (included) Alarm mode: sound (shock) light synchronization alarm Product size: 410x85x45 mm/16.2x3.3x1.8 inches Package weight: Approx. 409g/14.4 oz	Ten (10) units
Side Arms (at least 9mm cal.) with ammunition 9mm Pistol with F.A. License, 14 rounder (2 magazines), 1000pcs. Ammo. and 1 Spare Magazine	Twenty-Seven (27) units
Shotgun 12 Gauge with 400 pcs. Ammos, 1 spare magazine with F.A. license	Three (3) units
Rechargeable Spotlight Emergency Lights/Lanterns, LED Chargeable	Four (4) units
Desktop PC with printer Operating System: System type: x64 based PC Processor: Core/Threads 4/8 Max clock rate: 1.3-3.5 Ghz Max GPU clock speed: 8M cache up to 4.50 Ghz Max memory speed: 8 GB Storage: 256 GB M.2 2280 PCIE SSD = 1 TB 3.5 INCH 720 Graphics QWERTY keyboard with alphanumeric keys, color: Black Mouse: 3 meters cord, color: black, USB type Printer: All in one printer color red, ink Tank Printer-Ink Tank; Functionality- All-in-One (Print, Scan, Copy), Scanner Type- Flatbed; Printer Output: Color Connectivity: USB Pages per minute- 33 pages (Black and White), 15 pages (Color); Cost per page- 7 paise (Black and White), 18 paise (Color)- As per ISO standards Ideal usage- home and small office, regular/heavy usage (more than 300 pages per month) Page size supported- A4, A5, A6, B5, C6, DL; Duplex Print-Manual; Print Resolution- 5760 x 1440 Compatible Ink Bottle- T003 (Black), T003 (Cyan), T003 (Magenta), T003 (Yellow)	One (1) unit

<p>Page field- 4500 pages (Black and White), 7500 (Color); Comes with 4 original Ink Bottle (one of each color- Bk, C, M, Y) inside the box</p>	
<p>Fire Coat</p> <p>Key Jacket Specification:</p> <p>Fabric: Flame retardant and water repellent Thermal lining: with heat insulation Pockets: Expanded or hand warmer secure with hook and loop, or snap type tape Wristlet: Snug fitted with cuffs Reflective Stripes: Permanently sewn to coat for high visibility Size: Large Foldover comfort chinstrap Drag rescue strap Inspection port liner Take up straps to postman 1.5” hook and loop, and zipper coat closure Half high bellows pockets: 6” H x 9” W x 1.5” D Mic tab on the left chest, above radio pocket, 0.5” x 2.5” Radio pocket, left chest, 8” H x 3” W x 2” D Lanyard flashlight clip, right chest</p> <p>Key Pant Specification:</p> <p>Fabric: Flame retardant and water repellent Thermal lining: with heat insulation Narrow 1.5” hook and loop fly with D-ring closure Portliner Detachable liner Lime 3” cuff trim and 2-tone reflective material Patented angled boot cuffs Heat channel knees “sewn in” Take up straps to postman Bellows pockets 8” H x 8” W x 2” D</p> <p>Certification - NFPA 1971</p>	<p>Six (6) units</p>
<p>Fire Boots</p> <p>Color: Black/Yellow Size range: Euro: 36 - 50 UK: 3 1/2 - 14 1/2 US: 4 1/2 - 15 1/2</p> <p>Type of construction: Vulcanized Rubber Upper and Sole</p> <p>Last/Sole Pattern: VSV/ NJV</p> <p>Recommendation: Structural fire fighting General fire rescue</p>	<p>Six (6) units</p>

Bush fire fighting

Compliance: European Standard CE Approved -
EN 15090: 2006 (F2 IS HI3 PT CI)
EN ISO 20345: 2004 (SB PE CI SRA)

Australia New Zealand Standard Approved -
AS/NZS 4821: 2006 (P E T I HI)

F2 = Type 2 footwear for firefighters suitable for fire rescue, fire suppression, property conservation & etc.

SB = Standard Basic Protection as per EN ISO 20345/MS1599

IS = High Electrical Resistance Outsole

HI3 = Heat Insulation Level 3

CI = Cold Insulation

SRA = Slip Resistance on ceramic tile with Sodium Lauryl Sulphate

E = Heel Energy Absorption

P = Penetration Resistance

T = Toe Protection

HRO = Resistant to hot contact

CSA Z195-09 / ASTM F 2413 - 11

Grade 1 Toe protection

Penetration resistance

18 kV Electric Shock Resistance (ESR) protection

Council Directive 96/98/EC on Marine Equipment (MED)

complies Module B & D requirements

Lining Material: Extra comfort with woven cotton canvas

Upper Construction:

Flame retardant upper with heat insulation

Reinforced rubber

Waterproof

High visibility with black and yellow contrast

Sole/Heel:

Flame retardant rubber outsole

Fuel oil resistant sole suitable for inimical environment

Slip resistant vulcanized rubber outsole

<p>Excellent abrasion resistant for extra durability Withstand 18kV of life current at dry condition Heel energy absorption design to minimize heel impact Catered to enter high temperature Cold insulation sole construction</p> <p>Steel Midsole:</p> <p>Non-corrosive Withstands pin and sharp objects</p> <p>Steel Toe Cap: Epoxy coated toe caps Meets EN ISO 20345 impact and compression tests Reliable protection in cold and hot environments</p> <p>Chemical Resistant: Sole & Upper - Resistant towards mild acids and alkaline</p> <p>Finishing: Lacquer coating for weather protection</p> <p>Packing: Recyclable Polybag & 6 pairs in a carton</p>	
<p>Handcuffs</p> <p>Fast back-loading 3-retaining bar system Nickel plate or black finish</p>	<p>Fifty-Two (52) units</p>
<p>First Aid Kit</p> <p>- serves up to 25-50 persons, w/ compartmental organizers which include critical supplies like trauma pad, exam gloves, conforming gauze roll bandage and others.</p> <p>Contents: 133 pieces</p> <p>10 Antiseptic cleansing wipes (string free) 10 Alcohol cleansing pads 30 3/4" x 3" Adhesive plastic bandages 5 1"x3" Adhesive plastic bandages 35 3/8" x 1- 1/2" Junior plastic bandages 5 1-1/2" x 1- 1/2" Patch plastic bandages 2 2"x4" Elbow and knee plastic bandages 2 Butterfly wound closure 2 Knuckle fabric bandages 2 Fingertip fabric bandages 2 2"x2" Gauze dressing pads 2 3"x3" Gauze dressing pads 1 2"x3" Dressing bandages 1 2"x3" Non-stick pad 1 Sterile eye pad, 1 2"x4.1 yard conforming gauze roll bandage</p>	<p>Eighty-eight (88) units</p>

<p>1 1/2" x 5 yard First aid tape roll 1 Scissor 1 Tweezers 2 Medium safety pins 10 3" Cotton tipped applicators and 1 Carry anywhere plastic case</p>	
<p>Tear Gas Spray Height: 123 mm Diameter: 40mm Mass: 249 +/- 5g Chemical weight: 70g Active agent: CS Active agent mass: 10% Launching: Anli Riot Gun 40 mm Range: Short range min 135m Smoke emission time: 20-30s Shelf life: 5 years</p>	<p>Eighty-eight (88) units</p>
<p>Night Stick and Whistle</p> <p>Night Stick: Integrated Rechargeable Lithium-Ion Battery Material: Glass Nylon Polymer Dimensions: 13.5 x 9.25 x 3.5" / 34.3 x 23.5 x 8.9cm Weight: 4.25lbs / 1.9kg</p> <p>Whistle: Weight/Volume/Dimensions: Estimated weight: 0.030kg Estimated volume: 0.243cdm</p>	<p>Eighty-eight (88) units</p>
<p>Flashlights</p> <p>USB Type-C fast charging port Pocket searching flashlight - Handheld Cree LEDs with a lifespan of 50,000 hours Powered by 4*18650 rechargeable Li-ion battery pack, 1 to 4 18650 battery can be used. 12000 lumens super performance, 773 meters ultra-long beam distance (when max output of spot-and floodlight are simultaneously selected). Battery level indication and low-voltage warning Fast lockout function Dual side switches Digitally regulated output Reverse polarity protection Made of durable high-strength and oxidation-resistance aluminum Toughened ultra-clear glass lens with an anti-reflective coating</p>	<p>Eighty-eight (88) units</p>
<p>Vault for Depository of Firearms</p>	<p>One (1) unit</p>
<p>Umbrella (big)</p> <p>Material: metal/fabric</p>	<p>Forty (40) units</p>

<p>Fabric Composition (outer part): 100% nylon Dimensions: 4.5 x 98.0 x 4.5 cm Weight: 366 gr</p>	
<p>Mega phone</p> <p>Power Output: 20W Rated/ 25W Max. Voice Range: 0.4KM (1KM in quiet area) Power Source: 6 x UM-1 Cells Battery Life: 8-10 hrs. Dimension: Horn Dia 200mm Length 330mm Weight: 2.15kgs (1.1kgs without Cells)</p>	<p>Five (5) units</p>
<p>Voice Recorder</p> <p>Size & Weight Dimension (WxHxD): 38.3 x 114.1 x 19.3 mm 1.51 x 4.50 x 0.76 inches Weight: 74g 2.7oz</p> <p>General Features Battery Type: Dry Battery Battery Type (Provided) : AAA x2 Built-in Memory: 4gb Built-in microphone: Stereo Calendar Search LCD Backlight Maximum files per folder: 199 Maximum files (total): 5000 Menu language: German/English/Spanish/French/Italian/Russian/Turkish/Korean/Simplified Chinese/Traditional Chinese PC Connectivity Playback Format: MP3/WMA/AAC-LC/L-PCM Recording format: MP3/ L-PCM</p> <p>Recording Max. Recording Time LPCM 44.1KHZ, 16BIT: 5 hrs 20 min Max Recording Time MP3 192KBPS: 39 hrs 45 min Max Recording Time MP3 128KBPS: 59 hrs 35 min Max Recording Time MP3 48KBPS (Monaural): 159 hrs Battery Life for recording LPCM 44.1KHZ, 16BIT: 40 hrs Battery Life for Recording MP3 192KBPS: 55 hrs Battery Life for Recording MP3 128KBPS: 57 hrs Battery Life for Recording MP3 48KBPS: 62 hrs Frequency Response LPCM 44.1KHZ, 16 BIT: 50-20,000 Hz Frequency Response MP3 192KBPS: 50-20,000 Hz Frequency Response MP3 128KBPS: 50-16,000.00 Hz</p> <p>Scene Select Recording Monitor Low-cut Filter VOR Optimized Voice Rec</p>	<p>Two (2) units</p>

Playback & Edit A-B repeat Digital Pitch Control (Speed control) Digital Voice Up Divide Easy Search Erase File Copy Move File Noise Cut Protect Track Mark Interface Input and Output Terminals [PC I/F] Hi-Speed USB [Input] Stereo Mic-in jack [Output] Stereo Earphone Jack	
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***The bidder must be in possession of the required minimum security equipment after award of contract and prior to contract signing.**

Security Plan

To be submitted by the Security Agency together with its bid proposal and for approval by the DAR prior to contract implementation.

The security plan should include protocol relative to crowd control and dispersal particularly when rallies are staged within the perimeter of the Department, actions on emergency cases/situations, such as fire, earthquakes, and other man-made/natural calamities which may beset the DAR.

Obligations of the Security Personnel

1. Detachment Commander/Security Supervisor/Surveillance Personnel

- a. Immediately make and submit the necessary reports of any incident to the Administrative Services Director, for purposes of official and/or police investigations.
- b. Submit a daily report of irregularities, problems or issues encountered during the conduct of CCTV monitoring.
- c. 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.
- d. Submit the monitoring and reporting documents (Both hard copy and electronic copy) on a weekly basis:
 - i. Logs of Vehicle’s Entries and Exits;
 - ii. Logs of DAR Personnel’s ins and outs;
 - iii. Logs of Visitor’s ins and outs;
 - iv. Logs of Contractor’s personnel’s ins and outs; and
 - v. Logs of daily activities.

2. Security Guards

- a. Maintain peace and order at the DARCO premises
- b. Observe and patrol designated perimeters and areas of security interest.
- c. Watch, safeguard and protect the DAR properties from theft, arson, intrusion of demonstrators/protesters, destruction and damages.
- d. Ensure the safety of DAR officials, personnel and visitors from harassment, threat, or intimidation within the premises of the DARCO.
- e. 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.
- f. Issue visitor’s slip to all non-DAR personnel upon registry in the logbook, and properly facilitate their coordination with the Public Assistance and Information Center.
- g. Prohibit loitering of guests in the premises, particularly within and inside the buildings, after the purpose of visit/official transaction is completed.
- h. Prevent entry of unauthorized persons at any given time.
- i. Maintain daily 24-hour logbooks on the arrival and departure of DAR and non-DAR vehicles.
- j. Conduct random inspection of vehicles entering and leaving DARCO premises.
- k. Control the flow of traffic, and direct drivers to park their vehicles properly in designated parking areas and ensure compliance and observance to the mandated speed of 10kph within the compound.
- l. Secure all entry and exit points.
- m. Prevent entry to secured/restricted areas without proper authorization/clearance.

Terms and Conditions

1. The Security Agency shall provide a total of Eighty-Eight (88) Security Personnel, consisting of Eighty-five (85) 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.
2. The Security Agency shall ensure that the Security Guards assigned to the DAR shall have the proper Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) prescribed uniform.
3. The Security Agency shall furnish licensed and uniformed security guards with communication equipment, firearms and ammunition to secure the offices and other physical assets at the DARCO and its officials, personnel and guests.
4. The Security Agency is required to provide the agreed upon number of vehicles, equipage/communication and special protective devices and equipment as well as the provision of security investigators and supervisory personnel.
5. The Director of Administrative Service 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 Director of Administrative Service may increase or decrease the number of security guards depending on the exigency of the service.
6. 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, and/or immediately as circumstances warrant. 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.
7. 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 upon showing of 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.
8. 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 shall be provided by DAR at the outset and the ocular inspection on the succeeding occasions. DAR shall meet with

the Service Provider prior to start of contract to agree on the responsibilities of both parties on this matter and as explicitly stipulated in the contract.

9. 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.

10. 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, viz:

APPROVED BUDGET FOR THE CONTRACT (ABC)		1st Shift	2nd Shift	3rd Shift
Procurement of Security Services May 1 to December 31, 2024		6AM-2PM	2PM-10PM	10PM-6AM
Days worked per week		7	7	7
No. of Days/ year (based on DOLE 2023 Handbook on Workers' Statutory Monetary Benefits)		395	395	395
No. of Hours/ day		8	8	8
A.	Amount Directly to Guard			
A.1	Daily Minimum Wage Rate (effective 16 July 2023 Wage Order NCR No. 24 dated June 26,2023	610.00	610.00	610.00
A.2	Average pay/ month (₱610.00 x 395/ 12)			
A	Night Differential Pay (Ave. pay/mo x 10%)			
A.4	Service Incentive Leave (DW x 5 days) /12			
A.5	13th Month Pay (DW x 365/12) /12			
A.6	Uniform Allowance (RA 5487)			
A.7	Overtime Pay			
	Total Amount Directly to Guard			
B.	Amount to Government in Favor of Guard			
B.1	SSS Premium (ER contribution only) ¹			
B.2	PhilHealth Premium (Employer's share)² Contribution -5% of MR			
B.3	Pag-IBIG Fund Premium (2% of MR)³			
B.4	Retirement Benefit (DW x 22.5 days /12)			
	Total amount to Government in Favor of Guard			

² PhilHEALTH Circular No 2020-0005, as prescribed in Sect 10 of RA 11223

³ Monthly Fund Salary increased from 5,000 to 10,000, thus 2% of 10,000= 200.00

C.	Total Amount to Guard and Government (A+B)			
	No. of Guards	33	33	22
G.	Monthly Rate for Security Personnel (F x no. of Guards)			
H.	8-months Rate for Security Personnel (G x 8)			
	Total ABC covering the period May 1 to Dec. 31, 2024	₱ 23,058,115.52		

11. 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.

12. 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 to SSS, PhilHealth, ECC and Pag-IBIG, among others and taxes. This will serve as a requisite for every billing period.

12. 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.

13. The incumbent security personnel shall not be retained unless allowed and absorbed by the DAR upon advice of the end-user unit.

14. The Security Agency shall subject its security guards to an annual psychological, drug, alcohol or other related tests conducted by government accredited testing enters.

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, /Terms of Reference which may include additional requirements to prove recruitment and selection criteria are complied with as indicated in the TOR; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC)

or

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

Class “B” Documents

- (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 ID No. : **PBD-043B-24-01**

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 of Commission or gratuity	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-043B-24-01 Page _____ of _____

PARTICULARS	DAY SHIFT 33 Security Personnel	NIGHT SHIFT 22 Security Personnel
A. Amount Directly to Guard		
Daily Minimum Wage Rate effective 16 July 2023 Wage Order NCR No. 24 dated June 26, 2023	PhP 610.00.00	PhP 610.00
Monthly Rate (MR) (DW x 395/12)	20,079.16	20,079.16
Service Incentive Leave	-----	-----
13 th Month Pay	-----	-----
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) Rate Effective 2022	-----	-----
PhilHealth Premium (Employer’s Share Contribution- PhilHealth Advisory No.2020-0005: 4 % of	-----	-----
Pag-IBIG Fund Premium	-----	-----
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 @ ___ of C (Administrative Overhead and Margin)	-----	-----
E. VAT (Agency Fee X 12% VAT) RMC-39-2007	-----	-----
F. Minimum Contract Rate for 12 hours (C + D + E)	-----	-----
G. Monthly Rate for Security Personnel (F x No Guards)	PhP _____	PhP__
H. Rate for Security Personnel (G x 9 months)	PhP _____	PhP _____
I. Total Bid Amount for 55 Guards for 9 months	PhP _____	
<i>Note: (Bidders shall provide/compute the amount of bid for each line in blank)</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.**
11. In the event of a finding of overpricing by the Commission on Audit (COA), *[Name of Bidder]* undertakes to refund the amount as determined by the COA

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-043B-24-01**

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]

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 CY2019-2023

Date of the Contract	Contracting Party	Name of Contract	Nature/Scope	Amount of Contract	Date Awarded	Date Completed

**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

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”

