



Republic of the Philippines
Department of Education
Cordillera Administrative Region

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Government of the Republic
of the Philippines

**PROVISION OF SECURITY SERVICES
FOR THE DEPED-CAR REGIONAL OFFICE
FOR FY 2024**

DepEd-CAR RO CB-2023-10-009

**Sixth Edition
July 2020**

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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 Education
Cordillera Administrative Region
Wangal, La Trinidad, Benguet

**INVITATION TO BID
FOR THE
PROVISION OF SECURITY SERVICES FOR THE DEPED-CAR REGIONAL
OFFICE FOR FY 2024**

1. The **Department of Education - Cordillera Administrative Region (DepEd- CAR)**, through the **National Expenditure Program (NEP) of FY 2024** intends to apply the sum of **One Million Nine Hundred Fifty Thousand Pesos (P 1,950,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the ***Provision of Security Services for the DepED-CAR Regional Office for FY 2024 with identification number DepEd-CAR RO CB-2022-10-009***. Bids received in excess of the ABC per lot shall be rejected at bid opening.
2. The DepEd- CAR through the Bids and Awards Committee (BAC) now invites bids for the above Procurement Project. ***Delivery of the services is required for the period January 1, 2024, to December 31, 2024.*** 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.
 - a. 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 **DepEd-CAR Regional Office** and inspect the Bidding Documents at the address given below from **8:00 AM to 5:00 PM** during working days.
5. **A complete set of Bidding Documents may be acquired by interested bidders starting on October 9, 2023 (office hours only)** from the BAC Secretariat and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest guidelines issued by the GPPB, in the amount of **Five Thousand Hundred Pesos (P 5,000.00) Only**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The DepEd-CAR Regional Office will hold a **Pre-Bid Conference on October 17, 2023 (Tuesday) at 10:30 AM at the OARD, DepEd-CAR RO, Wangal, La Trinidad, Benguet**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the Procurement Unit of the DepEd-CAR RO, address below, **on or before 10:30 AM of November 7, 2023 (Tuesday)**. Late bids shall not be accepted.

RONALD B. CASTILLO, CESO V

BAC Chairperson

Procurement Unit Office (BAC Secretariat Office)

DepED-CAR Regional Office

Wangal, La Trinidad, Benguet

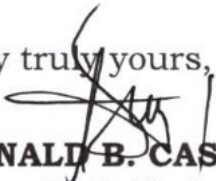
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. **Bid Opening shall be on November 7, 2023 (Tuesday) at 10:31AM at the OARD, DepEd- CAR, Wangal, La Trinidad, Benguet.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Pursuant to GPPB Circular No. 06-2019, this is an **EARLY PROCUREMENT** for the FY 2024 program/activity/project to ensure efficient and full implementation of program/activity/project within the validity period of the FY 2024 national budget. The appropriation for this expense is included the FY 2024 National Expenditure Program submitted to Congress for enactment. **The Notice of Award shall be issued upon approval of the FY 2024 General Appropriations Act (GAA) by Congress and signed by the President into law.**
11. The DepEd-CAR 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.

12. For further information, please refer to:

Atty. Edward C. Magalgalit, Jr./Randolph Flynn B. Daculog
Procurement Unit Office (BAC Secretariat Office)
DepED-CAR Regional Office
Wangal, La Trinidad, Benguet
Email address: car.procurement@deped.gov.ph
Tel. No. (074) 422-1318 Cp No. 09178218490/09207930509
depedcar.ph

13. You may visit the following websites:
For downloading of Bidding Documents: *depedcar.ph*

October 9, 2023 [Date of Issue]

Very truly yours,

RONALD B. CASTILLO, CESO V
BAC Chairperson

Procurement Unit

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Education- Cordillera Administrative Region** wishes to receive Bids for the **Provision of Janitorial Services for the DepED-CAR Regional Office for FY 2024** with the following **DepEd-CAR RO CB-2023-10-009**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2024** in the amount of **One Million Nine Hundred Fifty Thousand Pesos (P 1,950,000.00)**

2.2. The source of funding is:

a. NGA, the **2024 National Expenditure Program**

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. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 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 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

The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a **pre-bid conference for this Project on October 17, 2023 (Tuesday) at 10:30 AM at the OARD, DepEd-CAR Regional Office, Wangal, La Trinidad, Benguet.**

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 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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 **within ninety (90) calendar days from the bid opening**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder is requested to submit three (3) copies/sets of the first and second components of its Bid. The use of tabs is also encouraged to facilitate examination of documents.

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

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: ***One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.***

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

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest

income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause														
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. The bidder must have completed a single contract that is similar to this project that refer to the Provision of Security Services, equivalent to at least fifty percent (50%) of the ABC</p> <p>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>													
7.1	Subcontracting is not allowed.													
12	The price of the Goods shall be quoted DDP DepEd-CAR Regional Office or the applicable International Commercial Terms (INCOTERMS) for this Project.													
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>a. The amount of not less than P 39,000.00 [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than P 97,500.00 [five percent (5%) of ABC] if bid security is in Surety Bond.</p>													
19.3	<p>The project composed of one (1) lot and shall be award by lot. ABC: P 1,950,000.00</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Item No.</th> <th style="width: 30%;">Description</th> <th style="width: 10%;">Qty</th> <th style="width: 10%;">Total</th> <th style="width: 45%;">Delivered, Weeks/Months</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Security Services Personnel – Twenty-four (24) hours</td> <td style="text-align: center;">Eight (8) Security Guards</td> <td style="text-align: center;">8</td> <td> Provision of Security Services shall be for 12 Months (January 2024 to December 2024) or commence on the Notice to Proceed at DepED-CAR Regional Office, Wangal, La Trinidad, Benguet. Schedule of Delivery of Services: Twenty-four (24) hours; Three (3) Shifts a. 1st shift: 7:00 AM – 3:00 PM; 3 security guards b. 2nd shift: 3:00 PM – 11:00 PM; 3 security guards c. 3rd shift: 11:00 PM – 7:00 AM; 2 security guards Seven (7) days a week (Mondays to Sundays including Holidays) </td> </tr> </tbody> </table>				Item No.	Description	Qty	Total	Delivered, Weeks/Months	1	Security Services Personnel – Twenty-four (24) hours	Eight (8) Security Guards	8	Provision of Security Services shall be for 12 Months (January 2024 to December 2024) or commence on the Notice to Proceed at DepED-CAR Regional Office, Wangal, La Trinidad, Benguet. Schedule of Delivery of Services: Twenty-four (24) hours; Three (3) Shifts a. 1 st shift: 7:00 AM – 3:00 PM; 3 security guards b. 2 nd shift: 3:00 PM – 11:00 PM; 3 security guards c. 3 rd shift: 11:00 PM – 7:00 AM; 2 security guards Seven (7) days a week (Mondays to Sundays including Holidays)
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					Anticipated absence shall be replaced immediately or not to exceed one day by another security guard as reliever
20.1	<p>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 LCB, the Bidder shall submit copies of the following requirements:</p> <ul style="list-style-type: none"> a. Latest income and business tax returns; printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the Immediately preceding calendar/tax year from the authorized agent bank; b. Certificate of PhilGEPS Registration (Platinum Membership) (all pages) c. Other appropriate licenses and permits required by law and stated in this BDS 				
21.1	No Further Instructions or No Additional Documents				

***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 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

6.2. 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.

6.3. 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>Additional Requirements, Terms and Conditions of the Contract:</p> <ol style="list-style-type: none"> 1. The SERVICE PROVIDER shall provide eight (8) security guards as may be required by the DepED-CAR Regional Office, who possesses all the qualifications under the Private Security Agency Law and the implementing rules of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) and such other requirements as herein below stipulated, for the purpose of keeping watch over and giving adequate protection to the DepED-CAR Regional Office's premises and officers, employees and visitors from robbery, theft, pilferage, arson, vandalism, trespassing, and other unlawful acts that may be committed by any person or group of persons, as well as to maintain peace and order, safety and security within the premises. 2. The SERVICE PROVIDER shall provide and make available to the DepED-CAR Regional Office, on a daily basis, Sundays and Holidays, included, a twenty-four (24) hour security guard contingent, consisting of eight (8) regular security guards. However, the parties, by mutual agreement, and when the same is necessary in the exigencies of the service, may increase the number of guards deployed by the SERVICE PROVIDER within twenty-four (24) hours, following either oral or written notice of the DepED-CAR Regional Office to the SERVICE PROVIDER. DepED-CAR Regional Office reserves the right to require changes, substitution, or replacements of any of the guards assigned by the SERVICE PROVIDER pursuant to this contract. 3. The SERVICE PROVIDER at its own expense shall provide the necessary firearms and ammunition to the Security Guards assigned to the DepED-CAR Regional Office. 4. The SERVICE PROVIDER warrants the qualifications and proper performance of duties of the Security Guards deployed or posted as required by the DepED-CAR Regional Office under the terms and conditions herein stipulated, and with the degree of due diligence required of similar security agencies for similar contracts as provided by the pertinent laws, rules and regulations. 5. The SERVICE PROVIDER assures likewise, round-the-clock strict supervision to all its Security Guards posted to the DepED-CAR Regional Office.

6. Discipline, Administration and Operation of the Security Guards shall conform with the Rules and Regulations of Republic Act No. 5487, otherwise known as the “Private Security Agency Act”, the rules and regulations of the PADPAO and other Presidential Decrees, laws and orders.
7. The SERVICE PROVIDER hereby warrants that all guards assigned to render security services to the DepED-CAR Regional Office are its own employees and that no-principal-agency relationship or employer-employee relationship exist between the DepED-CAR Regional Office and the SERVICE PROVIDER, or between the DepED-CAR Regional Office and the Security Guards. The DepED-CAR Regional Office shall not be responsible for any claims of personal injury or damages, including death, caused to the Guard, or to any third person where such injury or death arise during the Guard’s period of duty. It is expressly agreed and understood that premium payments/ claims under the provisions of the Social Security Act, Philhealth and HDMF /Pag-ibig Fund shall be for the account of the SERVICE PROVIDER.
8. The SERVICE PROVIDER shall have command, supervision and control of the security guards with the best interest of the DepED-CAR Regional Office in mind. DepED-CAR Regional Office, however, shall have the right to give instructions, directions and orders to the security guards to ensure the proper enforcement of its rules, regulations and policies, in accordance with its service standard; provided that such instructions, directions and orders are not contrary to the law. The exercise by the DepED-CAR Regional Office of the said right, shall not in any way affect the independent contractor relationships between the DepED-CAR Regional Office and the SERVICE PROVIDER, as herein provided.
9. The SERVICE PROVIDER shall assume responsibility for losses or damages that may occur to the property or properties of the DepED-CAR Regional Office during the watch hours of the former’s security guards, provided it has been fully established after due investigation by the SERVICE PROVIDER’s investigator and investigation conducted by appropriate government authority that said losses were the result of the act, omission, negligence or fault of the guards. However, the SERVICE PROVIDER shall not be held responsible where such losses or damages were due to force majeure or fortuitous event as defined in the Civil Code of the Philippines or any of the following causes or situations:

- a. In cases where the loss or damage occurred inside a closed office/warehouse/premises to which the guard has no access, unless proven that the door or any part of the office/warehouse/premises was forcibly opened and such loss or damage was result of the negligence, act, fault or omission of the guard/s on duty; provided further, that such loss or damage is reported to the guard/s within twenty-four (24) hours from the time of the occurrence or discovery.
- b. Any loss of property belonging to the DepED-CAR Regional Office issued to or held in trust by its employee/s, shall be the responsibility of said employee/s unless it has been fully established that such loss was the result of the security guard's negligence, fault, act or omission; provided that the SERVICE PROVIDER or its security guards has been duly notified and appraised of the presence of the said property which shall be kept in the proper place for safekeeping.
- c. Any loss by theft during and immediately after the occurrence of a fire;
- d. Loss of funds of the DepED-CAR Regional Office held in trust by, or in possession of the cashier or officer or employee shall be the responsibility of such cashier or officer or employee, and the SERVICE PROVIDER shall not be held liable for any loss thereof, unless it has been fully established that such loss was the result of the security guard's negligence, fault, act or omission; provided that the SERVICE PROVIDER or its security guards has been duly notified and appraised of the presence of said monies, cash or other funds which shall be placed in the proper safety vault for safekeeping.

The DepED-CAR Regional Office shall immediately, or as soon thereafter, notify the SERVICE PROVIDER in writing of any loss or damage, furnishing the latter a complete inventory of such loss or damage to be accompanied by supporting papers/documents to establish the fact of loss or damage as well as the value of the things lost or extent of damage done.

10. Delivery & Documents

Delivery of services shall be made in accordance with the term specified in Section VI (Schedule of Requirements).

Upon delivery of the services to the Project Site, the SERVICE PROVIDER shall notify the DepED-CAR

	<p>Regional Office and present the following documents to the DepED-CAR Regional Office, as basis for the payment:</p> <ol style="list-style-type: none"> 1. Original copies of the SERVICE PROVIDER's Billing Statement showing Service description, quantity and amount. 2. Certified copies of documents reflecting payment/remittances of SSS, Philhealth and Pag – IBIG benefits of the guards assigned to the entity. 3. Certified copy of the payroll showing acknowledgment of receipt by the guards of their salaries for the two (2) quincenas for current billing. <ol style="list-style-type: none"> 11. The SERVICE PROVIDER shall compensate the guards in such amounts that shall not be lower than those prescribed under labor law rules and regulations. 12. Failure of the SERVICE PROVIDER to pay the amount of compensation due to the security guard for a period of one (1) month shall be a basis for the DepED-CAR Regional Office for the termination of contract. 13. The DepED-CAR Regional Office must provide quarterly reports on the results of the feedback/surveys/comments on the performance of the Guards conducted by the same.
2.2	<p>Schedule of Payment:</p> <p>The terms of payment shall be as follows: monthly after submission of billing</p>
4	None

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 No.	Description	Qty	Total	Delivered, Weeks/Months
1	Security Services Personnel – Twenty-four (24) hours	Eight (8) Security Guards	8	Provision of Security Services shall be for 12 Months (January 2024 to December 2024) or commence on the Notice to Proceed at DepED-CAR Regional Office, Wangal, La Trinidad, Benguet. Schedule of Delivery of Services: Twenty-four (24) hours; Three (3) Shifts a. 1 st shift: 7:00 AM – 3:00 PM (3 security guards) b. 2 nd shift: 3:00 PM – 11:00 PM (3 security guards) c. 3 rd shift: 11:00 PM – 7:00 AM (2 security guards) Seven (7) days a week (Mondays to Sundays including Holidays) Anticipated absence shall be replaced immediately or not to exceed one day by another security guard as reliever

* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

I hereby certify to comply and deliver all the above requirements.

 Name of Company/Bidder Signature Over Printed Name of Representative 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>

Item	Specification	Statement of Compliance
1	<p>Provide for the DepED-CAR Regional Office located at Wangal, La Trinidad, Benguet, Eight (8) Security Guard, Twenty-four (24) hours, Three (3) alternating shifts</p> <p>a. 1st shift: 7:00 AM – 3:00 PM (3 security guards)</p> <p>b. 2nd shift: 3:00 PM – 11:00 PM (3 security guards)</p> <p>c. 3rd shift: 11:00 PM – 7:00 AM (2 security guards)</p> <p>Seven (7) days a week (Mondays to Sundays including Holidays)</p>	
2	<p>Provide additional security guard as maybe required by the Procuring Entity for special Events/Activities</p>	
3	<p>The Service Provider shall provide eight (8) Security Guards who are:</p> <p>a. of good moral character and without criminal or police records;</p> <p>b. physically and mentally fit, as evidence by the medical certificate; and</p> <p>c. duly trained and skilled to function as security guard.</p> <p>The Service Provider, upon receipt of the Notice of Award, shall be required to submit to DepED-CAR Regional Office a sworn statement attesting the compliance with the foregoing.</p>	
4	<p>The Service Provider shall assign a Roving Supervisor from its own account to monitor the performance of the security guards' attendance and handle consolidation of daily timecards periodically in preparation for the billing to DepED-CAR Regional Office. The Roving Supervisor shall report to the Chief Administrative Office and/or General Services Unit Head at least once a month.</p>	

5	<p>The service provider and security guards shall perform duties and responsibilities in accordance with the Terms of Reference for the Contract (Annex A) and Security Plan to be submitted by the Service Provider during contract implementation</p>	
6	<p>Stability:</p> <p>a. At least a minimum of two (2) years of experience in providing Security Services.</p> <p>b. The Service Provider must have completed, within the past three (3) years from the date of bid submission a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>c. Organizational Set-up: with good office setup, personnel, and office tools and equipment. The agency must submit a company profile, confirming the foregoing requirements including an organizational chart.</p>	
7	<p>Resources:</p> <p>a. At least one (1) licensed firearm, preferably 9mm with adequate ammunition.</p> <p>b. At least one Motor Powered Vehicles</p> <p>c. At least has met the minimum requirement set by law</p> <p>d. Watchman's Clock (prepare regular monthly monitoring report by Agency to DepED-CAR Regional Office of guards-on-duty)</p> <p>e. Must have employed at least 10 Security guards (attached list of Security Guards presently employed with the agency). Likewise, the Service Provider should have a physical office in Baguio City or Benguet</p>	
8	<p>The Security Agency should have a Security Plan duly signed by the supervisor</p>	
9	<p>Other Factors:</p> <p>a. The Security Agency has a Recruitment & Selection Criteria</p>	

	b. Checklist as to Completeness of Uniforms and Other Paraphernalia (see Item 12 of Annex A)	
10	Certificate of adequate training acquired for the use of firefighting equipment from the Bureau of Fire Protection and first aid training or any appropriate government agency.	
11	Duly Accomplished Detailed Cost Distribution for Security Services (see Annex B)	

I hereby certify to comply with all of the above Technical Specifications

Name of Company/Bidder Signature Over Printed Name of Representative Date

TERMS OF REFERENCE FOR THE CONTRACT OF SECURITY SERVICES

1. Place and Location

The SECURITY AGENCY shall provide eight (8) security guards to DepED-CAR Regional Office (to be known as the "CLIENT") at its premises located at Wangal, La Trinidad, Benguet. The respective areas of assignment of the guards shall be determined by the DepED-CAR Regional Office.

2. Functions and Duties of the Guards

The guards are to maintain peace and order at the aforementioned premises; to watch, safeguard and protect the property of the DepED-CAR Regional Office from theft, robbery, arson, trespass, and destruction/damage or loss, to protect the directors, officers, employees, visitors and guests of DepED-CAR Regional Office from assault, harassment, threat or intimidation or other unlawful acts, and to enforce and implement rules, policies and regulations of the DepED-CAR Regional Office aimed at maintaining security and safety threat. The DepED-CAR Regional Office may also prescribe additional duties to the guards in the enforcement of regulations and instructions.

3. Limitation of Scope

The scope of security services shall be limited to the discharge of security functions. Performance of tasks that may be assigned not essential, necessary, or related to the security function shall not be construed as an acceptance of accountability but a mere accommodation to the DepED-CAR Regional Office. Any resulting loss or damage from such accommodation shall be the sole responsibility of the DepED-CAR Regional Office.

4. Guard Force

The SECURITY AGENCY shall provide the DepED-CAR Regional Office with qualified and uniformed eight (8) security guards who shall render 24 hours daily duty at the premises of the DepED-CAR Regional Office including Saturdays, Sundays, and Legal Holidays. It is agreed further that the number of guards may be increased anytime at the discretion and upon written request of the DepED-CAR Regional Office depending upon the security situations and exigency of the service.

5. Qualifications of Guards

Each of the security guards to be assigned by the SECURITY AGENCY to the DepED-CAR Regional Office must be:

- a. Of good moral character and reputation, courteous, alert and without criminal or police record;
- b. Physically and mentally fit not less than 21 years of age; with complete medical clearance (including drug test, neuro-psychological test and Hepa B) from accredited private or government physician
- c. holder of unexpired license and must present Bio-Data, Barangay, Police & NBI Clearance;

d. In proper uniform and licensed service firearm issued in the name of the Service Provider (shotgun/pistol/revolver), with sufficient ammunition at all times during his tour of duty; and

e. In possession of such other qualifications required by Republic Act No. 5487 as amended.

f. With adequate first aid training.

6. Due Diligence Period

Starting on the effectivity date of the engagement, the DepED-CAR Regional Office and the SECURITY AGENCY agree to provide a three (3) month due diligence period to validate assumptions of the service delivery model, to determine requirements which may not have been defined earlier or to refine the service to DepED-CAR Regional Office's specification and to establish the good faith of the parties to the contract. Should parties be amenable to the necessary amendments identified during this period, the contract and resulting amendments shall be deemed in full effect and force.

7. Contractual Considerations

For and in considerations of the services rendered by the SECURITY AGENCY to the DepED-CAR Regional Office during the effectivity of this Agreement, the DepED-CAR Regional Office shall pay the SECURITY AGENCY the amount equivalent to the salaries and benefits mandated by law, inclusive of administrative overhead and VAT.

The SECURITY AGENCY shall be entitled to an adjustment of the stipulated price in this Agreement in the event that the minimum wage is increased or in the event that increased fringe benefits in favor of the employees are promulgated by law, decree or wage order subsequent to the execution of the Agreement. Said adjustment shall be equivalent to the amount of increase in the minimum wage and/or benefits and other concomitant increases related thereto. The corresponding adjustment in the contract cost shall be subjected to a new negotiation agreeable to both parties.

8. Review/Audit of Bills

The DepED-CAR Regional Office shall be given 10 days to review/audit the SECURITY AGENCY's invoice, within which time the DepED-CAR Regional Office may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In case of discrepancies in the invoice, the same shall be returned to the SECURITY AGENCY for appropriate correction or revision in which case, the DepED-CAR Regional Office shall have 10 days from receipt of the corrected invoice within which to settle the same.

9. Billing Requirements

The SECURITY AGENCY shall support its billings with DepED-CAR Regional Office-approved daily time records and a **summary of logs from the watchman's clock (for the concerned nightshift security guard)** as

proof of services rendered to the DepED-CAR Regional Office. Should the DepED-CAR Regional Office subsequently require other documents, the same shall be communicated in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the DepED-CAR Regional Office's request.

10. Amounts Earmarked and Held in Trust

The SECURITY AGENCY understands that by virtue of Philippine Laws, DO-18A and the SECURITY AGENCY acting for the DepED-CAR Regional Office as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished or delayed. The DepED-CAR Regional Office shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to the DepED-CAR Regional Office's fault or negligence.

11. Supervision and Control

The SECURITY AGENCY shall exercise discipline, supervision, control and administration over its guards in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by the DepED-CAR Regional Office on the matter. The SECURITY AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection at any time of the day or night to ensure they properly discharge their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the DepED-CAR Regional Office. The SECURITY AGENCY shall provide the schedule of guarding services in writing as well as the names of the guards assigned to each shift and adhere to this schedule unless provided otherwise by virtue of a written notice duly approved by the DepED-CAR Regional Office. In no case shall a guard render service beyond his scheduled working hours and/or in substitute of the incoming guard unless otherwise authorized, service rendered in violation hereof will not be paid.

12. Equipment and Uniform

The SECURITY AGENCY shall equip the guards with duly licensed firearms, ammunition, nightsticks, uniforms and other paraphernalia for security purposes.

Security Agency shall provide each Security Guard and be used while on duty with the following:

Uniform Set

- a. Bush jacket, short sleeve upper
- b. Black Leather Shoes
- c. Blue Pants
- d. Pershing cap
- e. Night stick/Truncheon
- f. Whistle

- g. Holster
- h. Medicine Kit
- i. Flashlights
- j. Licensed Service Firearm (see 6.a of the Technical Specifications)
- k. Patrol checklist/writing pen/Tickler
- l. Handcuff
- m. Handheld Radio with holder (walkie-talkie)
- n. Raincoat

Security Equipment/Tools

- a. Metal detector
- b. Vehicle inspection mirror

13. Retention Period of Records

The SECURITY AGENCY shall maintain records of its services for a period of 12 months. These records pertain to logbooks, log sheets, correspondences, incident and investigation reports and other records generated in the conduct of performing the SECURITY AGENCY's services, which must be submitted to the DepED-CAR Regional Office for safekeeping.

14. Client Responsibility to Insure

The DepED-CAR Regional Office shall obtain adequate and reasonable insurance to protect its properties. The SECURITY AGENCY shall be free from any liability, except when damage or losses are attributable to the negligence or failure in the discharge of the duties of SECURITY AGENCY personnel. Such liability shall be limited to the resulting participation charges. In the absence of insurance, the amount of liability shall be limited to the amount of participation charges had there been coverage for insurance.

15. Liabilities

The DepED-CAR Regional Office shall not be responsible for any and all claims for personal injury or death cause to any of the guards or to any third party where such injury or death arises out of or in the course of the performance of guard duties, it being understood that the security guards heirs claims in connection with his employment or the third party claims shall be borne by and the sole liability of the SECURITY AGENCY.

The SECURITY AGENCY shall be responsible in case of loss or damage to the property of the DepED-CAR Regional Office, except those which can be easily transported or disposed of or which cannot be considered bulky such as, but not limited to, pocket calculators, jewelry and cash, occurring or taking place during the tour of duty of the guards of the SECURITY AGENCY and made known in writing to the latter within seventy-two (72) hours from the time of occurrence; provided that such loss or damage is due to traceable solely to the negligence, fault, dishonesty or dereliction of duty of the security guards; and provided further, that the SECURITY AGENCY shall be responsible only in case of loss or damage of the reported property of the DepED-CAR Regional Office whenever there is a clear

showing that the door, window or other points of entrance/exit were subjected to force. The maximum liability of the SECURITY AGENCY in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. The DepED-CAR Regional Office shall have no authority to automatically deduct its claim under this paragraph for the agreed fees of guard services due to the SECURITY AGENCY, not to withhold payment of the same without the approval of the SECURITY AGENCY.

The SECURITY AGENCY shall not be liable for loss and/or damages due to:

- a. fortuitous events or force majeure beyond the control and competence of the guard to prevent; and
- b. orders of the DepED-CAR Regional Office beyond the scope of this Agreement.

The SECURITY AGENCY and DepED-CAR Regional Office hereby agrees to equitably share in the damage/loss due to the contributory negligence of both parties.

16. Replacement of Any Guards

The DepED-CAR Regional Office may have a guard changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by the DepED-CAR Regional Office. The judgement of the DepED-CAR Regional Office on such matters shall be final and binding should the SECURITY AGENCY refuse, the former may consider the same valid cause for the termination of contract.

It is understood that prior to the Security Guards deployment, the Security Agency shall present to the DepED-CAR Regional Office the Guards Biodata; Security Guard License; Barangay, Police and NBI Clearance; Medical Certificate; Drug Test, and Neurological and Psychological Test Result.

17. Confidentiality Clause

The Security Guards provided by the SECURITY AGENCY shall at all times maintain the confidentiality of all documents and any information that they may have knowledge by virtue of their services to the DepED-CAR Regional Office and not to disclose to any third party all confidential information received from or entrusted by the DepED-CAR Regional Office. The Security Guards shall be prohibited from using the confidential information or documents received or entrusted by the DepED-CAR Regional Office for purposes other than compliance with its obligations as Security Guards.

18. Capacity of the Security Agency

The SECURITY AGENCY shall maintain its good standing and remain a competent security agency, financially capable of acting as an independent contractor and shall obtain all necessary licenses and permits and comply with all laws, ordinances, and regulations required for all security agencies. If the DepED-CAR Regional Office has reason to believe that the SECURITY

AGENCY has failed to comply with a law or regulations regulating the employment of labor, the DepED-CAR Regional Office may then notify the SECURITY AGENCY accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the DepED-CAR Regional Office, the DepED-CAR Regional Office shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the DepED-CAR Regional Office may institute for damages he has suffered thereby

19. Term of Contract

The period of services shall take effect on **January 1, 2024** for a period of one (1) year. Either party may pre-terminate for legal cause at any time upon serving a written notice to the other party thirty (30) days prior the intended date of termination.

20. Other Provisions

No modification of the Contract shall be made except in writing signed by the DepED-CAR Regional Office and the SECURITY AGENCY.

The SECURITY AGENCY shall not assign, transfer, pledge or make other dispositions of the contract or any part thereof, except with the prior written consent of the DepED-CAR Regional Office.

In the case of a dispute between the Procuring Entity and the Service Provider, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004” and the procedures provided by Republic Act No. 9184, as applicable.

DETAILED COST DISTRIBUTION FOR SECURITY SERVICES

Agency Estimate for Security Guards			
Number of Days per Week	:		7
Number of Days per Year	:		393.5
Number of Hours per Day	:		8
REIMBURSABLE COSTS:			
(A) Payable/Amount Directly to Security Guards			
a. Daily Wage Rate	:		
b. COLA	:		
c. Average Pay/Month	:		
d. Night Differential Premium Pay (10% of basic salary)	:		
e. 13 th -month pay (DW x No. of days per year/12/12)	:		
f. Days Incentive Pay (DW+COLAx5/12)	:		
g. Uniform Allowance (RA 5487)	:		
Sub-total A	:		
(B) Payable/Amount to Government in Favor of Security Guard			
a. Social Security-based on SSS Circular No. 2022-33 (Employer Contribution)	:		
b. PhilHealth Contribution (Employer Share)	:		
c. ECC Insurance Premiums (Employer Contribution)	:		
d. Pag-IBIG Fund Contribution (Employer Share)	:		
e. Retirement Pay (DW x 22.5/12) – Mandatory Statutory Benefit as per RA 7641 and DOLE 150-16	:		
Sub-total B	:		
(C) TOTAL REIMBURSABLE COST – A+B	:		
(D) ADMINISTRATIVE COST (Minimum of 20% as per DOLE DO No.150 s. 2016)	:		
E) VALUE ADDED TAX – (D * 12%)	:		
TOTAL PRICE (C + D + E) per guard per month			
CONTRACT / BILLING RATE – per month (Total price * No. of Guards)	:		
CONTRACT / BILLING RATE – per day	:		

CONTRACT / BILLING RATE – per hour	:			
	:			

THE TOTAL BID PRICE IS INCLUSIVE OF VALUE ADDED TAX.

Name: _____

Legal Capacity: _____

Signature: _____

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

***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

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**
- (e) Original copy of Notarized Bid Securing Declaration; **and**
- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed (Revised: 10 items) 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

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

or

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

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

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

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).
- (c) Original of duly signed and accomplished Detailed Cost Distribution for Security Services

Note: *Templates for the bid forms as follows:*

- a. Ongoing Government & Private Contracts*
- b. Single Largest Completed Contract (SLCC)*
- c. Omnibus Sworn Statement (Revised);*
- d. Bid Form;*
- e. Bid Securing Declaration Form;*
- f. Performance Securing Declaration Form;*
- g. Price Schedule for Goods offered within the Philippines and the Price Schedule for Goods Offered from Abroad; are herein attached.*

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____

Business Address : _____

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts
GOVERNMENT							
PRIVATE							

Note:

State all ongoing 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. Statement must be supported by a copy of the following:

1. Notice of Award or Contract
2. Notice to Proceed issued by the owner (*in the absence of Notice to Proceed (NTP), execute an affidavit that the bidder asserted all efforts in requesting the NTP. Indicate the circumstances and state the reasons. Attach letter of request as supporting documents*).

Submitted by: _____
(Printed Name and Signature)

Designation : _____
Date : _____

NOTE: Use another sheet if necessary

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name :

Business Address :

Name of Contract	Date of Contract	a. Owner's Name b. Address c. TelephoneNos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Completed Contract

Note: This statement shall be supported with:

1. Certificate of End-users Acceptance or Official Receipt/s or Sales Invoice.

Submitted by : _____
(Printed Name and Signature)

Designation : _____

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.: *[Insert number]***

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]

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]

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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 Amount and Purpose of
of Agent Currency 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. _____ Page
 ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____
of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

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]

