

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Provision of Security Services for FY 2021

ABC: P7,150,514.40

Project Identification Number: ITB-DARFO12-2020-0921

GASS FY 2021 (EPA)

Pre-bid Conference: November 27, 2020 (9:00AM)
Opening of Sealed Bids: December 9, 2020 (9:00AM)

Cost of Bidding Documents: Php10,000.00

Government of the Republic of the Philippines

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Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR *Provision of Security Services for FY 2021*

1. The *Department of Agriculture Regional Field Office No.12*, through the *NGA, the National Expenditure Program FY 2021* intends to apply the sum of *Seven Million One Hundred Fifty Thousand Five Hundred Fourteen Pesos and 40/100 Only (Php7,150,514.40)* being the ABC to payments under the contract for *Provision of Security Services FY 2021/ITB-DARFO12-2020-0921*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Department of Agriculture Regional Field Office No.12* now invites bids for the above Procurement Project. Delivery of the Goods is required by *January to December 2021*. Bidders should have completed, within *five (5) years (2016-2020)* 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 *Department of Agriculture Regional Field Office No.12* and inspect the Bidding Documents at the address given below *during office hours Mondays to Fridays 8:00 AM to 5:00 PM except Holidays*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 19, 2020 until 8:30 AM of December 9, 2020* 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 *Ten Thousand Pesos Only (Php10,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.

[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The *Department of Agriculture Regional Field Office No.12* will hold a Pre-Bid Conference¹ on *November 27, 2020, 9:00 o'clock in the morning* at *DA RFO 12 Conference Room (2nd Floor) Brgy. Carpenter Hill, Koronadal 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 below on or before 9:00 AM of December 9, 2020*. 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 on *December 9, 2020, 9:00 o'clock in the morning* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Department of Agriculture Regional Field Office No.12* 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:

RAHIEMA B. BUISAN, EnP.
Head, BAC Secretariat
Bids and Awards Committee (BAC) Office
Prime Regional Center, Brgy. Carpenter Hill, Koronadal City, South Cotabato 9506
Email Address: bac1.darfo@gmail.com
Telephone/Telefax Number: 083-228-3411
Website: rfu12.da.gov.ph
12. You may visit the following websites:

For downloading of Bidding Documents: rfu12.da.gov.ph/www.philgeps.gov.ph

Date of Issue: _____

LORNA P. VILBAR, Ph.D
BAC Chairperson

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Department of Agriculture Regional Field Office No.12* wishes to receive Bids for the *Provision of Security Services FY 2021*, with identification number *ITB-DARFO12-2020-0921*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project *Provision of Security Services FY 2021* (referred to herein as “Project”) is composed of *one (1) item*, 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 2021* in the amount of *Seven Million One Hundred Fifty Thousand Five Hundred Fourteen Pesos and 40/100 Only (Php7,150,514.40)*.

2.2. The source of funding is *NGA, the National Expenditure Program FY 2021*.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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:
 - b. *For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.*
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that *subcontracting is not allowed*.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical 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 III (Bid Data Sheet)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years (2016-2020)* 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 III (Bid Data Sheet)**.
- 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 Declaration² 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 December 9, 2020*. 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.

² 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.

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 may be. 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 *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. 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

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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <i>Contract similar in nature or category is manpower services; and</i></p> <p style="margin-left: 40px;">b. Completed within <i>five (5) years (2016-2020)</i> prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>No further instructions</i>
10.1	<p>Documents Comprising the Bid: Eligibility and Technical Components</p> <p style="text-align: center;"><i>Class “A” Documents</i></p> <p><u>Legal Documents</u></p> <p style="margin-left: 40px;">(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)</p> <p style="margin-left: 40px;">(b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, and</p> <p style="margin-left: 40px;">(c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and</p> <p style="margin-left: 40px;">(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</p> <p><u>Technical Documents</u></p> <p style="margin-left: 40px;">(f) 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</p> <p style="margin-left: 40px;">(g) 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</p> <p style="margin-left: 40px;">(h) 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</p> <p style="margin-left: 40px;">(i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and</p> <p style="margin-left: 40px;">(j) 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.</p>

	<p><u>Financial Documents</u></p> <p>(k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <u>and</u></p> <p>(l) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC); <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.</p> <p style="text-align: center;"><i>Class “B” Documents</i></p> <p>(m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <u>or</u> 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.</p>
11	<p>Documents Comprising the Bid: Financial Component</p> <p>(a) Original of duly signed and accomplished Financial Bid Form; and</p> <p>(b) Original of duly signed and accomplished Price Schedule(s).</p>
12	<p><i>No further instructions</i></p>
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 <i>One Hundred Forty-Three Thousand Ten Pesos and 29/100 Only (Php143,010.29)</i> 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 <i>Three Hundred Fifty-Seven Thousand Five Hundred Twenty-Five Pesos and 72/100 Only (Php357,525.72)</i> if bid security is in Surety Bond.</p>
15	<p>Sealing and Marking of Bids</p> <p>Bidders shall enclose their eligibility and technical documents in one sealed envelope marked as “ORIGINAL - TECHNICAL COMPONENT”, “COPY 1-TECHNICAL COMPONENT” and “COPY 2- TECHNICAL COMPONENT, and their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, “COPY 1-FINANCIAL COMPONENT and “COPY 2- FINANCIAL COMPONENT”.</p> <p>All envelopes shall:</p> <p>(a) contain the name of the contract to be bid in capital letters;</p>

	<p>(b) bear the name and address of the Bidder in capital letters;</p> <p>(c) be addressed to the Procuring Entity’s BAC;</p> <p>(d) bear the specific identification of this bidding process; and</p> <p>(e) bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids.</p> <p>Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.3	<i>No further instructions.</i>
20.1	<p><i>List of licenses and permits relevant to the Project and the corresponding law requiring it:</i></p> <ol style="list-style-type: none"> <i>1. Authenticated photocopy of Certificates of Membership Registration from the Philippine Association of Detective and Protection Agency Operators (PADPAO), Inc.;</i> <i>2. Authenticated photocopy of Valid/Regular 2018 License to Operate (LTO) issued by PNP-Security Agencies and Guards Supervision Division (PNP-SAGSD) under R.A.5487, known as Private Security Agency Act, as amended;</i> <i>3. SSS, PHILHEALTH and PAG-IBIG valid certification, clearance or any instrument stating there is no delinquency on monthly premium payments for both the employer and employees of the security agency concerned. Certifications or clearances issued not earlier than third quarter of 2018;</i> <i>4. Valid NLRC Certificate stating that there is no pending or adverse decided case in areas where the security agency has on-going or completed contracts from CY 2016 to present; and</i> <i>5. Authenticated photocopy of valid License to Own/Posses Firearms and Registration of Firearms or Firearms Information Management System/Firearms Record Verification by the Firearms Explosive Office of PNP.</i>
21.2	<i>In case of joint venture, both bidder must submit BPI Nursery Accreditation and Plant Material Certification</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

- 6.1. 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.
- 6.2. 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>to wit</i>:</p> <ul style="list-style-type: none"> • <i>Department of Agriculture-RFO 12, Koronadal City – 5 Security Guards</i> • <i>Research and Development Stations:</i> <ul style="list-style-type: none"> ○ <i>Bololmala, Tupi, South Cotabato – 4 Security Guards</i> ○ <i>Aroman, Carmen, Cotabato – 5 Security Guards</i> ○ <i>Balindog, Kidpawan City – 4 Security Guards</i> ○ <i>Amas, Kidapawan City – 4 Security Guards</i> • <i>APCO Offices</i> <ul style="list-style-type: none"> ○ <i>Koronadal City South Cotabato – 3 Security Guards</i> ○ <i>General Santos City – 3 Security Guards</i> • <i>RCPC Tacurong City – 3 Security Guards</i> • <i>BAEXT Building, Cotabato City – 2 Security Guards</i> <p>Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Chief, General Services Section.</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 1. <i>In view of the manpower requirements, the AGENCY shall provide the DEPARTMENT OF AGRICULTURE RFO XII with a copy of the individual personnel profiles of the security guards together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training</i>

shall be submitted to the DEPARTMENT OF AGRICULTURE RFO XII before assumption of work by the said security guard.

- 2. The number of guards may be increased or decreased as the need arises upon mutual agreement by the DEPARTMENT OF AGRICULTURE RFO XII and AGENCY;*
- 3. Should the DEPARTMENT OF AGRICULTURE RFO XII be in need of the services of additional security guards, the AGENCY shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the DEPARTMENT OF AGRICULTURE RFO XII;*
- 4. The AGENCY hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day;*
- 5. The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by the DEPARTMENT OF AGRICULTURE RFO XII;*
- 6. The AGENCY shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the DEPARTMENT OF AGRICULTURE RFO XII;*
- 7. There shall be no employer-employee relationship between the DEPARTMENT OF AGRICULTURE RFO XII and the Security Guards;*
- 8. The DEPARTMENT OF AGRICULTURE RFO XII shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the AGENCY including death resulting therefrom;*
- 9. The AGENCY shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;*
- 10. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the AGENCY;*
- 11. The AGENCY shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and*

Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;

- 12. The AGENCY shall protect the DEPARTMENT OF AGRICULTURE RFO XII from any liability arising from non-observance of laws, Rules and Regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement for other laws, or as a result of this contract;*
- 13. The AGENCY shall be liable to the DEPARTMENT OF AGRICULTURE RFO XII for any loss or damage that may be incurred upon the latter's equipment, buildings and properties within the guarded compound;*
- 14. The liability for any loss or damage stated under paragraph 13 is subject to the following exceptions:*
 - a. Where the loss or damage occurs inside a closed office, building or compartment into which the AGENCY or its agents have no access, in which case, the AGENCY is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards.*
 - b. For loss of, and/or damage to property delivered, or entrusted by the DEPARTMENT OF AGRICULTURE RFO XII to its employees, which equipment or property is outside the administrative control of the AGENCY at the time of said loss or damage, the AGENCY is not liable. In this connection, properties or equipment are considered outside the administrative control of the AGENCY only when the same are brought outside the DEPARTMENT OF AGRICULTURE RFO XII's premises or compound by the authorized employees themselves.*
 - c. For loss of, and/or damage to property resulting from fortuitous events or force majeure;*
- 15. For any loss or damage stated under paragraphs 13 and 14 The AGENCY shall indemnify the DEPARTMENT OF AGRICULTURE RFO XII for any loss or damage to the property or properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the AGENCY shall furnish the DEPARTMENT OF AGRICULTURE RFO XII a Performance Security to guarantee the payment of such claim or damages and those claims arising from the operation of the CONTRACT. It is understood, however, that the liability of the AGENCY shall not be limited to the amount of the Performance*

Security but to the actual loss or damage that may be suffered by the DEPARTMENT OF AGRICULTURE RFO XII;

- 16. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the AGENCY to the DEPARTMENT OF AGRICULTURE RFO XII within forty-eight (48) hours from its occurrence;*
- 17. The loss or damage to property shall be brought to the attention of the AGENCY by the DEPARTMENT OF AGRICULTURE RFO XII within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the AGENCY;*
- 18. The AGENCY shall provide the security guards assigned to the DA RFO and other attached offices, at its own expense, with the necessary serviceable, dependable, firearms and ammunitions, metal detectors, adequate communications equipment. The AGENCY hereby warrants that these are duly licensed and that the guards have the required permits to carry and possess the same. The AGENCY shall also provide the DEPARTMENT OF AGRICULTURE RFO XII copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to the PSA regional and provincial offices;*
- 19. Training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of the PSA regional and provincial offices, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of the PSA regional and provincial offices, whether he/she is on-duty or off-duty;*
- 20. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the AGENCY shall provide the DEPARTMENT OF AGRICULTURE RFO XII with a contingent of three (3) or more security guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;*
- 21. It shall provide this Office proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the agency's monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment;*

	<p>22. The SECURITY SERVICE AGENCY shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with the DA RFO XII subject for evaluation and approval of fund and it shall be understood that the DA RFO XII will not be held liable for unpaid wages if the SECURITY SERVICE AGENCY fail to pay the security guards;</p> <p><i>It shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of the DA RFO XII offices which the agency may have acquired by reason of its services.</i></p>
2.2	<p><i>The winning bidder shall comply with the provisions of the Labor Code particularly Chapter III Article 103 which states that “wages shall be paid at least once every two (2) weeks or twice a month at intervals not exceeding sixteen (16) days and within five (5) working days from the scheduled date of payment”. Further, the service provider is required to submit proof of payment of wages, overtime pay, and 13th month pay to their deployed employees within five (5) working days from the scheduled date of payment.</i></p>
4	<p><i>No further instructions.</i></p>

Section VI. Schedule of Requirements

The service duration expressed for the CY 2021 stipulates hereafter the beginning and end period of which the specified service is to be rendered.

No. of Security Guard	Tour of Duty	Location	Duration
		<i>Provision of Security Services</i>	January to December 2021
5	2 SG – day shift 3 SG- night shift	Main office at Prime Regional Center, Brgy. Carpenter, Koronadal City	
3	1 SG – day shift 2 SG - night shift	APCO South Cotabato at Koronadal City	
3	2 SG - night shift	APCO SARANGANI at General Santos City	
3	2 SG – night shift 1 SG – day shift	RCPC at Tacurong City	
4	3 SG – night 1 SG – day shift	RES at Bololmala, Tupi, South Cotabato	
5	4 SG- night shift 1 SG – day shift	RES at Aroman, Carmen Cotabato	
4	3 SG – night shift 1 SG – day shift	RES at Brgy. Balindog, Kidapawan City	
4	3 SG – night shift 1 SG – day shift	RES at Amas, Kidapawan City	
2	1 SG – night shift 1 SG – day shift	BAEXT Building, Cotabato City	

Section VII. 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>

Technical Specifications

Provision of Security Services FY 2021

Item	Specification	Statement of Compliance
	<p>4 Station (Research & Development)</p> <ul style="list-style-type: none"> • Bololmala, Tupi, South Cotabato (3 SG) Night Shift, (1 SG) Day Shift • Aroman, Carmen, Cotabato (4 SG) Night Shift, (1 SG) Day Shift • Balindog, Kidapawan City (3 SG) Night Shift, (1 SG) Day Shift • Amas, Kidapawan City (3 SG) Night Shift, (1 SG) Day Shift <p>APCO Office</p> <ul style="list-style-type: none"> • APCO Office South Cotabato at Koronadal City (2 SG) Night Shift, (1 SG)Day Shift • APCO Office Sarangani at General Santos City (1 SG) Day Shift, (2 SG) Night Shift <p>Regional Office, Carpenter Hill, Koronadal City (2 SG Day Shift , 3 SG Night Shift)</p> <p>RCPC Tacurong City(1 SG) Day Shift, (2 SG Night Shift)</p> <p>BAEXT Building, Cotabato City(1 SG Night Shift) (1 SG Day Shift)</p> <ul style="list-style-type: none"> - Trained and experience guard - With at least 3 years experience 	

