

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# **Procurement of GOODS**

Government of the Republic of the Philippines

**PROCUREMENT OF SECURITY SERVICES FOR  
DENR, AGUSAN DEL NORTE**

*Bid Reference No. PENRO-ADN-2023-03*

**Sixth Edition  
July 2020**

# 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)

**DENR – Department of Environment and Natural Resources**

**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 THE PROCUREMENT OF SECURITY SERVICES FOR THE OFFICE OF DENR, AGUSAN DEL NORTE *Bid Reference No. PENRO-ADN-2023-03*

1. The DENR, PENRO Agusan del Norte, through the GOP-Fund 101 FY 2024 intends to apply the sum of **ONE MILLION THREE HUNDRED THIRTY TWO THOUSAND TWO HUNDRED EIGHTY PESOS ONLY (P1,332,280.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of **one (1) Security guard 12 hours daily duty from 6:00PM to 6:00AM daily including weekends and holidays and one (1) Security guard 12 hours duty from 6:00AM to 6:00PM during Saturdays and Sundays only for PENRO, Agusan del Norte; for CENRO Nasipit ,Agusan del Norte two (2) security guards, twelve (12) hours daily duty including weekends and holidays from 6:00AM to 6:00PM and 6:00PM to 6:00AM and also two (2) security guards, twelve (12) hours daily duty including weekends and holidays from 6:00AM to 6:00PM and 6:00PM to 6:00AM for CENRO Tubay Agusan del Norte .** Bids received in excess of ABC shall be automatically rejected at bid opening.
2. The DENR, PENRO Agusan del Norte now invites bids for the above Procurement Project. Delivery of the Goods is required by starting **February 1, 2024 to January 31,2025**. 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 **DENR, PENRO Agusan del Norte, Tiniwisan, Butuan City** and inspect the Bidding Documents at the address given below during **Mondays to Fridays, 8:00 AM to 5:00 P.M.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 10, 2023 to December 1, 2023** 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 **Five Thousand Pesos (Php5,000.00) Only**.* The Procuring Entity shall allow the bidder to present its proof of payment for the fees that will be *presented either in person, by facsimile, or through electronic means.}]*

6. The DENR, PENRO Agusan del Norte will hold a **Pre-Bid Conference<sup>1</sup>** on **November 20, 2023 at 3:00 P.M. (BAC biometric time)** at **PENRO Conference Room, Tiniwisan, Butuan City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through physical submission (printed copies) in the office address indicated below on or before **3:00 PM, December 1, 2023**. 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** as follows:
  - **P26,645.60 (2% of ABC), if bid security is in cash, cashier's/manager's check issued by a universal or commercial bank;**
  - **P66,614.00 (5% of ABC), if bid security is in Surety Bond; or**
  - **Bid Securing Declaration (notarized) pursuant to GPPB Resolution No. 3-2012. Please see Bid Forms of the bidding documents.**
  - **Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank ; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;**
9. Bid opening shall be on **December 1, 2023, 3:15 PM** at **DENR, PENRO Agusan del Norte Office, Tiniwisan, Butuan City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *All bids shall be addressed to:*  
  
**FE C. DACUMOS**  
*DMO-V/Chair, Bids and Awards  
Committee DENR,PENRO Agusan  
del Norte Tiniwisan, Butuan City*
11. The DENR, PENRO Agusan del Norte 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:  
  
**MS. PRINCESS MAVIEN D. FLORES**  
*Head, BAC Secretariat  
DENR, PENRO Agusan del Norte Tiniwisan, Butuan City  
09126309573*

You may visit the following websites:

For downloading of Bidding Documents:

*penroagusandelnorte@denr.gov.ph*

*Date of Issue: November 6, 2023*

  
FE C. DACUMOS  
DMO V/BAC Chair

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<sup>1</sup> 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, DENR, PENRO Agusan del Norte wishes to receive Bids for the Procurement of one (1) Security Guard for twelve (12) hours daily duty including holidays and one (1) security guards for twelve (12) hours duty during Saturdays and Sundays only intended for PENRO Agusan del Norte Office, Tiniwisan, Butuan City; Two (2) Security Guards for twelve (12) hours daily duty including holidays for CENRO Nasipit located at Brgy. Talisay, Nasipit, Agusan del Norte and two (2) Security Guards for twelve (12) hours daily duty including holidays for CENRO Tubay, Agusan del Norte located at Dona Rosario, Tubay, Agusan del Norte.

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2024 in the amount of **ONE MILLION THREE HUNDRED THIRTY TWO THOUSAND TWO HUNDRED EIGHTY PESOS ONLY (P1,332,280.00) with the following breakdown:**

1. **Three Hundred Twenty Four Thousand two hundred eighty Pesos Only (P324,280.00) for PENRO, Agusan del Norte;**
2. **Five Hundred Four Thousand Pesos Only (P504,000.00) for CENRO Nasipit; and**
3. **Five Hundred Four Thousand Pesos Only (P504,000.00) for CENRO Tubay.**

2.2. The source of funding is:

- a. **NGA, the 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 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:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

- a. 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 at its physical address **November 17,2023 at 3:00 PM at PENRO Conference Room, Tiniwisan, Butuan City**

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in:

- a. **Philippine Pesos.**

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> 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 the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.



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

Each Bidder shall submit **one original copy of the first and second components** of its Bid and **additional four (4) copies each** 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.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC;
- (d) bear the specific identification of this bidding process indicated in the I.O; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, as specified in the IB.

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

- 16.1. The Bidders shall submit on the specified date and time the physical copies of the bid documents and at its physical address 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.

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<sup>2</sup> 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.

## 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. 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.
- 19.3. The Project shall be awarded as follows:  
  
Option 1 – One Project having several items that shall be awarded as one contract.
- 19.4. 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

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

### **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> <ul style="list-style-type: none"> <li>a. Provisions of security services</li> <li>b. Completed within the last three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Subcontracting is not allowed.</i>
12	<p>The price of the Security Services are as follows:</p> <p>(5) Security Guards for twelve (12) hours daily duty including holidays and one (1) security guards for twelve (12) hours duty during Saturdays and Sundays only <b>with a total contract price of ONE MILLION THREE HUNDRED THIRTY TWO THOUSAND TWO HUNDRED EIGHTY PESOS ONLY (P1,332,280.00) ONLY for deployment as follows:</b></p> <p><b>A. Two (2) Security Guards for PENRO, Agusan del Norte, Tiniwisan, Butuan City with a total cost of Three Hundred Twenty Four Thousand Two Hundred Eighty Pesos (P324,280.00) only.</b></p> <ul style="list-style-type: none"> <li>a. <b>P21,000.00/month for one (1) security guard 12 hours daily duty (6:00PM to 6:00AM) from Mondays to Sundays including holidays and</b></li> <li>b. <b>P695.00/day for other one (1) security guard 12 hours duty (6:00AM to 6:00PM ) during Saturdays and Sundays only.</b></li> </ul> <p><b>B. Two (2) Security Guards for CENRO Tubay, Brgy. Rosario, Tubay, ADN with a total cost of Five Hundred Four Thousand Pesos (P504,000.00) only or P21,000.00 per guard/month from Mondays to Sundays including holidays ( 6:00AM to 6:00PM and 6:00PM to 6:00AM)</b></p> <p><b>C. Two (2) Security Guards for CENRO Nasipit, Brgy. Talisay, Nasipit, ADN with a total cost of Five Hundred Four Thousand Pesos (P504,000.00) only or P21,000.00 per guard/month per guard/month from Mondays to Sundays including holidays ( 6:00AM to 6:00PM and 6:00PM to 6:00AM).</b></p>

14.1	<p>The bid security shall be in the following amount or forms:</p> <ul style="list-style-type: none"><li>- <b>P26,645.60 (2% of ABC), if bid security is in cash, cashier's/manager's check issued by a universal or commercial bank;</b></li><li>- <b>Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank ; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;</b></li><li>- <b>P66,614.00 (5% of ABC), if bid security is in Surety Bond; or</b></li><li>- <b>Bid Securing Declaration (notarized) pursuant to GPPB Resolution No. 3-2012. Please see Bid Forms of the bidding documents.</b></li></ul>
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19.3	<p><b>ONE (1) YEAR SUPPLY OF SECURITY SERVICES:</b></p> <p><b>A. CENRO-Nasipit, Agusan del Norte, Talisay, Nasipit Agusan del Norte</b></p> <p>a. Two (2) licensed security guards for seven (7) days work per week rendering on a twelve (12) hours shift during Mondays to Sundays including holidays</p> <p><b>B. CENRO-Tubay, Agusan del Norte, Doña Rosario, Tubay, Agusan del Norte</b></p> <p>a. Two (2) licensed security guards for seven (7) days work per week rendering on a twelve (12) hours shift during Mondays to Sundays including holidays</p> <p><b>C. PENRO Agusan del Norte, Tiniwisan, Butuan City</b></p> <p>a. One (1) licensed Security guard 12 hours duty from 6:00PM to 6:00AM daily including holidays</p> <p>b. One (1) licensed Security guard 12 hours duty from 6:00AM to 6:00PM during Saturdays and Sundays only</p>
20.2	<p>For post-qualification, 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 <b>BDS</b>.</p>
21.2	<p>List of additional certificates, clearances and other requirements relevant to the project which are required to be submitted upon post-qualification:</p> <ol style="list-style-type: none"> <li>1. Registration Certificate and Certificate of Good Standing from Philippine Association of Detective and Protection Agency Operators, Inc. (PADPAO);</li> <li>2. Valid License to Operate Security Agency issued by PHP-SOSIA;</li> <li>3. Clearance/Certificate of compliance with the statutory obligations from the regional offices of the National Labor Relations Commission (NLRC) and the Department of Labor and Employment (DOLE) where the main office of the Security Agency is based covering the period of at least one (1) year preceding the deadline for submission of bids.</li> </ol> <p>If in the event there are pending or adverse decisions relative to the preceding paragraph, a list of the cases and copies of the adverse decisions will be submitted.</p> <ol style="list-style-type: none"> <li>4. Clearance/Certificate of remittance and compliance with statutory obligation from the SSS Regional Office where the main office of the security agency is based;</li> <li>5. Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PAG-IBIG;</li> <li>6. Clearance/Certificate of remittance and of Good Standing and compliance with statutory obligation from PhilHealth;</li> <li>7. Organization and Manning Record of the Security Agency;</li> </ol>

	<p>8 Organization Chart of the Security Agency;</p> <p>9 List of Key Officials of the Security Agency with at least one official with a title of Certified Security Professional;</p> <p>10 List of Owned Firearms which are intended to be assigned with the PENRO, Agusan del Norte; CENRO Tubay, Agusan del Norte and CENRO Nasipit, Agusan del Norte.</p>
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## ***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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

61. 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.
62. 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>Additional requirements for the execution of this Contract –</p> <p>Delivery and documents – The delivery terms of this Contract shall be as follows:</p> <p>The delivery of services under the terms applicable to this Contract are to be made at the project site : Two (2) security guards for PENRO AGUSAN DEL NORTE, Tiniwisan, Butuan City (One (1) licensed Security guard 12 hours daily duty from 6:00PM to 6:00AM daily including weekends and holidays and One (1) licensed Security guard 12 hours duty from 6:00AM to 6:00PM during Saturdays and Sundays only); Two (2) security guards for CENRO NASIPIT, Brgy. Talisay, Nasipit, Agusan del Norte ; and two (2) security guards for CENRO TUBAY, Dona Rosario, Tubay, Agusan del Norte`, not to exceed one (1) day from the exact time specified in the Notice to Proceed to the winning bidder. Risk and title will pass from the supplier to the Procuring Entity only upon receipt and final acceptance of the services.</p> <p>Delivery of the Security Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <ol style="list-style-type: none"> <li>1. In view of the manpower requirements, the <b>SECURITY SERVICE PROVIDER</b> shall provide the PENRO, Agusan del Norte, CENRO Nasipit, Agusan del Norte and CENRO Tubay, Agusan del Norte with a copy of the individual personnel profiles of the security guards to be assigned in PENRO, Agusan del Norte, Tiniwisan, Butuan City; CENRO Nasipit, Brgy. Talisay, Nasipit, Agusan del Norte and CENRO Tubay, Dona Rosario, Tubay, Agusan del Norte, together with their technical qualifications and certificates of training after the receipt of the Notice of Award and Deployment Order. Should there be replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay before assumption of work of the said security guard;</li> <li>2. The number of guards may be increased or decreased as the need arises upon mutual agreement by the DENR, PENRO Agusan del Norte and <b>SECURITY SERVICE PROVIDER</b>;</li> <li>3. Should the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay be in need of the services of additional security guards, the <b>SECURITY SERVICE PROVIDER</b> shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of DENR, PENRO Agusan del Norte;</li> <li>4. The <b>SECURITY SERVICE PROVIDER</b> 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</li> </ol>

guard shall continuously serve more than twelve (12) hours of duty in a day;

5. The **SECURITY SERVICE PROVIDER** shall agree to remove, change and substitute any or all of the guards whose performance is/are found unsatisfactory, as observed by and upon notice or advice by the PENRO, Agusan del Norte; CENRO Nasipit and CENRO Tubay;

6. The **SECURITY SERVICE PROVIDER** 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 PENRO, Agusan del Norte; CENRO Nasipit and CENRO Tubay;

7. There shall be no employer-employee relationship between the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay and the Security Guards;

8. The PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay shall not be responsible for any accident, mishap or injury or any kind or nature sustained or caused by any of the guards assigned by the AGENCY including death resulting therefrom;

9. The **SECURITY SERVICE PROVIDER** 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 **SECURITY SERVICE PROVIDER**;

11. The **SECURITY SERVICE PROVIDER** shall be exclusively responsible for the enforcement, compliance and observance of Labor Laws, DOLE Department Order 150-16, Series of 2016, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;

12. The **SECURITY SERVICE PROVIDER** shall protect the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay 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 **SECURITY SERVICE PROVIDER** shall be liable to the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay for any loss or damage that may be incurred upon the latter's equipment vehicle, building 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 **SECURITY SERVICE PROVIDER** or its agents have no access, in which case, the **SECURITY SERVICE PROVIDER** 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 PENRO Agusan del Norte, CENRO Nasipit and CENRO Tubay to its employees, which equipment or property is outside the administrative control of the **SECURITY SERVICE PROVIDER** at the time of said loss or damage, the **SECURITY SERVICE PROVIDER** is not liable. In this connection, properties or equipment are considered outside the administrative control of the **SECURITY SERVICE PROVIDER** only when the same are brought outside the PENRO, Agusan del Norte Office, CENRO Nasipit and CENRO Tubay 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 **SECURITY SERVICE PROVIDER** shall indemnify the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay for any loss or damage to the property or properties of the latter provided 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 **SECURITY SERVICE PROVIDER** shall furnish the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay 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 **SECURITY SERVICE PROVIDER** shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay.

16. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the **SECURITY SERVICE PROVIDER** to the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay within forty-eight hours from its occurrence.

17. The loss or damage to property shall be brought to the attention of the **SECURITY SERVICE PROVIDER** by the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay within forty-eight hours from its occurrence or discovery and shall immediately be acted upon by the **SECURITY SERVICE PROVIDER**;

18. The **SECURITY SERVICE PROVIDER** shall provide the security guards assigned to the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay, at its own expense, with the necessary serviceable, dependable firearms and ammunitions, metal detectors, adequate communications equipment. The **SECURITY SERVICE PROVIDER** hereby warrants that these are duly licensed and that the guards have the required permits to carry and possess the same. The **SECURITY SERVICE PROVIDER** shall also provide the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay copies of the result of the drug test and neuro-psycho exams, including police and NBI Clearances of each security guards assigned to PENRO, Agusan del Norte Office, CENRO Nasipit and CENRO Tubay;

19. Training, discipline and administration of the security guards shall conform

to RA 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 PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay, 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;

20. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the **SECURITY SERVICE PROVIDER** shall provide the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay with a contingent of one (1) or more security guards on reserve duty to augment and reinforce the security force threat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;

21. The **SECURITY SERVICE PROVIDER** shall monitor/supervise regularly their security guards by assigning a supervisor/personnel (who is not one of the security guards) to check or evaluate the performance of the said security guards at least twice a month and to make a corresponding report to be submitted to the Chief, Management Services Division of PENRO, Agusan del Norte on the first week of the month following the said evaluation;

22. The **SECURITY SERVICE PROVIDER** shall provide the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay proof of remittances of all monthly mandatory contributions to the proper government agencies of all security guards to be submitted together with the agency's monthly billing statement. Failure to provide proof of the same may cause the delay of the processing of the payment;

23. It is agreed that in order to have an assurance that salaries of security guards assigned by the **SECURITY SERVICE PROVIDER** were paid on time. The PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay, requires the **SECURITY SERVICE PROVIDER** to present a certified photocopy of the signed payroll of the security guards assigned to the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay, covering the preceding month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions.

24. The **SECURITY SERVICE PROVIDER** shall not, during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay which the **SECURITY SERVICE PROVIDER** may have acquired by reason of its services.

2.2	Payment using Letter of Credit (LC) is not allowed.
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"><li data-bbox="349 353 1379 465">1. The minimum security equipment required as stated in the Section VI. Schedule of Requirements of this bidding document shall be inspected upon assumption of duty by the winning bidder and at any time during the contract period.</li></ol>



## *Section VI. Schedule of Requirements*

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	<p>One (1) year supply of security services at the PENRO, Agusan del Norte Office, CENRO Nasipit and CENRO Tubay for seven (7) days per week, rendering twelve (12) hours daily duty, including Saturdays, Sundays and holidays.</p> <p>Breakdown as follows</p> <p>PENRO, Agusan del Norte Office -One (1) Security guard 12 hours daily duty from 6:00PM to 6:00AM daily including weekends and holidays and One (1) Security guard 12 hours duty from 6:00AM to 6:00PM during Saturdays and Sundays only.</p> <p>CENRO Nasipit. Agusan del Norte-Two (2) licensed security guards on a twelve (12) hours shift during Mondays to Sundays including holidays</p> <p>CENRO Tubay. Agusan del Norte-Two (2) licensed security guards on a twelve (12) hours shift during Mondays to Sundays including holidays</p>	2 guards for every sites	6 guards for 3 sites	<p>Shall not exceed one (1) day from the exact time specified in the Notice to Proceed. Effectivity of Contract shall be from <b>February 1, 2024 to January 31, 2025</b></p>

**A. Minimum Requirements-**

**-General requirements**

- 1.) Must be licensed Security Guard;
- 2.) Physically and mentally fit
- 3.) No derogatory record.
4. No double posting of guard
- 5.) The Security Agency must have at least one (1) key personnel with a title of Certified Security Professional;
- 6.) Must submit a Security Survey of PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay ADN compound and the corresponding report.

**Additional minimum requirements: Security equipment**

1. Standard firearm to be issued to guards (at least .38 calibre pistol) for PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay.
2. Provide umbrella and raincoats to guards;
3. Provide functional flashlights with batteries to all guards on duty for PENRO, Agusan del Norte; CENRO Nasipit and CENRO Tubay;
4. Provide mobile phones for communication purposes to all security guards on duty at PENRO, Agusan del Norte; CENRO Nasipit and CENRO Tubay;
5. Provide inspection sticks
6. Provide one (1) firearm box for PENRO, Agusan del Norte; CENRO Nasipit and CENRO Tubay;
7. Provide whistles

Minimum technical requirements for first aide kits – must contain at least:

1. 1 pc. Surgical tape
2. 4 pcs plaster strips
3. 1 pc elastic bandage
4. 2 pcs. Gauze pad
5. 1 pcs. Providine iodine
6. alcohol
7. cotton buds
8. antiseptic cleansing wipes
9. ammonia

**B. SCOPE OF WORK**

Provision of security services for one (1) year from **February 1, 2024 to January 31, 2025** for two (2) security guards one (1) Security Guard for twelve (12) hours daily duty including holidays and one (1) security guards for twelve (12) hours duty during Saturdays and Sundays only for PENRO, Agusan del Norte; two (2) security guards for twelve (12) hours daily duty including holidays for CENRO Nasipit and two (2) security guards for twelve (12) hours daily duty including holidays for CENRO Tubay.

1. The **SECURITY SERVICE PROVIDER** agrees to provide the security guards for the protection and security of the rights and interest, office buildings, furniture, equipment and other facilities of the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the **SECURITY SERVICE PROVIDER** agrees to provide security and assistance to the officials and employees of PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay while in the discharge of their official duties and responsibilities. The security guards posted shall maintain duly verified daily time records which shall support the claim for payment of services rendered;
2. Security guards shall record all incoming and outgoing official equipment, supplies, materials and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Chief, Management Division within twenty-four (24) hours if any property belonging to the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay be brought without duly approved gate pass.
3. Security guards shall record all incoming and outgoing vehicles in their logbook;
4. Security guards shall allow visitors in the office premises only upon proper identification and shall require them to properly fill out the visitor's logbook.
5. Security guards shall record all trips of service vehicles and file on copy of each duly approved trip ticket; and
6. Security guards shall enforce and obey all orders/instructions/memoranda issued by the Chief, Management Services Division, CENR Officers of Nasipit and Tubay respectively which are relevant to their functions.

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## Technical Specifications

**Note: Bidders must state here either “comply” or “Not comply” against each of the individual parameters of each specification.**

Specification	Statement of Compliance
<p>One (1) year supply of security services at the PENRO, Agusan del Norte Office, CENRO Nasipit and CENRO Tubay</p> <p>Breakdown as follows:</p> <p>PENRO, Agusan del Norte Office -One (1) Security guard 12 hours daily duty from 6:00PM to 6:00AM daily including weekends and holidays and One (1) Security guard 12 hours duty from 6:00AM to 6:00PM during Saturdays and Sundays only</p> <p>CENRO Nasipit, Agusan del Norte-Two (2) licensed security guards on a twelve (12) hours shift during Mondays to Sundays including holidays</p> <p>CENRO Tubay, Agusan del Norte-Two (2) licensed security guards on a twelve (12) hours shift during Mondays to Sundays including holidays</p> <p>A.</p> <p><b>Minimum Requirements-</b></p> <p><b>-General requirements</b></p> <ol style="list-style-type: none"> <li>1.) Must be licensed Security Guard;</li> <li>2.) Physically and mentally fit</li> <li>3.) No derogatory record.</li> <li>4. No double posting of guard</li> <li>5.) The Security Agency must have at least one (1) key personnel with a title of Certified Security Professional;</li> <li>6.) Must submit a Security Survey of PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay and compound and the corresponding report.</li> </ol> <p><b>Additional minimum requirements: Security equipment</b></p> <ol style="list-style-type: none"> <li>1. Standard firearm to be issued to guards (at least .38 calibre pistol) for PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay.</li> <li>2. Provide umbrella and raincoats to guards;</li> </ol>	

3. Provide functional flashlights with batteries to all guards on duty for PENRO, Agusan del Norte; CENRO Nasipit and CENRO Tubay;

4. Provide mobile phones for communication purposes to all security guards on duty at PENRO, Agusan del Norte; CENRO Nasipit and CENRO Tubay;

5. Provide inspection sticks

6. Provide one (1) firearm box for PENRO, Agusan del Norte; CENRO Nasipit and CENRO Tubay;

7. Provide whistles

Minimum technical requirements for first aide kits – must contain at least:

1. 1 pc. Surgical tape

2. 4 pcs plaster strips

3. 1 pc elastic bandage

4. 2 pcs. Gauze pad

5. 1 pcs. Providine iodine

6. alcohol

7. cotton buds

8. antiseptic cleansing wipes

9. ammonia

#### **SCOPE OF WORK –**

**PROVISION OF SECURITY SERVICES FOR ONE (1) YEAR FROM FEBRUARY 1, 2024 TO JANUARY 31, 2025 OF TWO (2) SECURITY GUARDS FOR PENRO, AGUSAN DEL NORTE** (One (1) Security guard 12 hours daily duty from 6:00PM to 6:00AM daily including weekends and holidays and One (1) Security guard 12 hours duty from 6:00AM to 6:00PM during Saturdays and Sundays only); **TWO (2) SECURITY GUARDS FOR CENRO NASIPIT AND TWO (2) SECURITY GUARDS FOR CENRO TUBAY.**

1. The **SECURITY SERVICE PROVIDER** agrees to provide the security guards for the protection and security of the rights and interest, office buildings, furniture, equipment and other facilities



of the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the AGENCY agrees to provide security and assistance to the officials and employees of PENRO, Agusan del Norte, CENRO nasipit and CENRO Tubay while in the discharge of their official duties and responsibilities. The security guards posted shall maintain duly verified daily time records which shall support the claim for payment of services rendered;

2. Security guards shall record all incoming and outgoing official equipment, supplies, materials and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Chief, Management Division within twenty-four (24) hours if any property belonging to the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay be brought without duly approved gate pass.

3. Security guards shall record all incoming and outgoing vehicles in their logbook;

4. Security guards shall allow visitors in the office premises only upon proper identification and shall require them to properly fill out the visitor's logbook.

5. Security guards shall record all trips of service vehicles and file on copy of each duly approved trip ticket; and

6. Security guards shall enforce and obey all orders/instructions/memoranda issued by the Chief, Management Services Division, CENR Officers of Nasipit and Tubay respectively which are relevant to their functions.

#### **B ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT OF SECURITY SERVICES -**

1. In view of the manpower requirements, the **SECURITY SERVICE PROVIDER** shall provide the PENRO, Agusan del Norte, CENRO Nasipit, Agusan del Norte and CENRO Tubay, Agusan del Norte with a copy of the individual personnel profiles of the security guards to be assigned in PENRO, Agusan del Norte, Tiniwisan, Butuan City; CENRO Nasipit, Brgy. Talisay, Nasipit, Agusan del Norte and CENRO Tubay, Dona Rosario, Tubay, Agusan del Norte, together with their technical qualifications and certificates of training after the receipt of the Notice of Award and Deployment Order. Should there be replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay before assumption of work of the said guard;

2.The number of guards may be increased or decreased as the need arises upon mutual agreement by the DENR, PENRO Agusan del Norte and **SECURITY SERVICE PROVIDER**;

3.Should the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay be in need of the services of additional security guards, the **SECURITY SERVICE PROVIDER** shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of DENR, PENRO Agusan del Norte;

4. The **SECURITY SERVICE PROVIDER** 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 continuously serve more than twelve (12) hours of duty in a day;

5.The **SECURITY SERVICE PROVIDER** shall agree to remove, change and substitute any or all of the guards whose performance is/are found unsatisfactory, as observed by and upon notice or advice by the PENRO, Agusan del Norte; CENRO Nasipit and CENRO Tubay;

6. The **SECURITY SERVICE PROVIDER** 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 PENRO, Agusan del Norte; CENRO Nasipit and CENRO Tubay;

7. There shall be no employer-employee relationship between the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay and the Security Guards;

8. The PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay shall not be responsible for any accident, mishap or injury or any kind or nature sustained or caused by any of the guards assigned by the **SECURITY SERVICE PROVIDER** including death resulting therefrom;

9. The **SECURITY SERVICE PROVIDER** 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 **SECURITY SERVICE PROVIDER**.

11. The **SECURITY SERVICE PROVIDER** shall be exclusively responsible for the enforcement, compliance and observance of Labor Laws, DOLE Department Order 150-16, Series of 2016, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;

12 The **SECURITY SERVICE PROVIDER** shall protect the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay 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 **SECURITY SERVICE PROVIDER** shall be liable to the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay for any loss or damage that may be incurred upon the latter's equipment vehicle, building 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 **SECURITY SERVICE PROVIDER** or its agents have no access, in which case, the **SECURITY SERVICE PROVIDER** 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 PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay to its employees, which equipment or property is outside the administrative control of the **SECURITY SERVICE PROVIDER** at the time of said loss or damage, the **SECURITY SERVICE PROVIDER** is not liable. In this connection, properties or equipment are considered outside the administrative control of the **SECURITY SERVICE PROVIDER** only when the same are brought outside the PENRO, Agusan del Norte Office, CENRO Nasipit and CENRO Tubay 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 **SECURITY SERVICE PROVIDER** shall indemnify the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay for any loss or damage to the property or properties of the latter provided 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 **SECURITY SERVICE PROVIDER** shall furnish the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay 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 **SECURITY SERVICE PROVIDER** shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay.

16. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the **SECURITY SERVICE PROVIDER** to the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay within forty-eight hours from its occurrence.

17. The loss or damage to property shall be brought to the attention of the **SECURITY SERVICE PROVIDER** by the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay within forty-eight hours from its occurrence or discovery and shall immediately be acted upon by the **SECURITY SERVICE PROVIDER**;

18. The **SECURITY SERVICE PROVIDER** shall provide the security guards assigned to the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay, at its own expense, with the necessary serviceable, dependable firearms and ammunitions, metal detectors, adequate communications equipment. The **SECURITY SERVICE PROVIDER** hereby warrants that these are duly licensed and that the guards have the required permits to carry and possess the same. The **SECURITY SERVICE PROVIDER** shall also provide the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay copies of the result of the drug test and neuro-psycho exams, including police and NBI Clearances of each security guards assigned to PENRO, Agusan del Norte Office, CENRO Nasipit and CENRO Tubay;

19. Training, discipline and administration of the security guards shall conform to RA 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 PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay, 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;

20. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the **SECURITY SERVICE PROVIDER** shall provide the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay with a contingent of one (1) or more security guards on reserve duty to augment and reinforce the security force threat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;

21. The **SECURITY SERVICE PROVIDER** shall monitor/supervise regularly their security guards by assigning an supervisor/personnel (who is not one of the security guards) to check or evaluate the performance of the said security guards at least twice a month and to make a corresponding report to be submitted to the Chief, Management Services Division of PENRO, Agusan del Norte on the first week of the month following the said evaluation;

22. The **SECURITY SERVICE PROVIDER** shall provide the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay proof of remittances of all monthly mandatory contributions to the proper government agencies of all security guards to be submitted together with the agency's monthly billing statement. Failure to provide proof of the same may cause the delay of the processing of the payment;

23. It is agreed that in order to have an assurance that salaries of security guards assigned by the **SECURITY SERVICE PROVIDER** were paid on time. The PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay, requires the **SECURITY SERVICE PROVIDER** to present a certified photocopy of the signed payroll of the security guards assigned to the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay, covering the preceding month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions.

24. The **SECURITY SERVICE PROVIDER** shall not, during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay which the **SECURITY SERVICE PROVIDER** may have acquired by reason of its services.

### **C. ADDITIONAL SET OF TECHNICAL PARAMETERS**

#### **I. PERFORMANCE CRITERIA**

The bidders shall comply with the following performance criteria:

- a. Quality of service delivered
- b. Time Management;
- c. Management and suitability of personnel;
- d. Contract administration and management;
- e. Provisions of monthly accomplishment report and incident report as the need arises;
- f. Attentiveness and presence of mind of guards on duty; and
- g. Compliance with office policies/guidelines

#### **II. TECHNICAL EVALUATIONS PARAMETERS (supported by company profile)**

##### **1. Stability –**

A) Years of experience : at least five (5) years in frontline security service

b) Organizational Set-Up : with good office set-up, personnel and office tools and equipment.

##### **2. Resources –**

a) Number and kind of equipment and supplies : with the minimum number and kind of equipment and supplies as specified in Section VI. Schedule of Requirements.

b) Number of licensed guards : At least 20 security guards – qualified, licensed, bonded, uniformed, highly trained and armed security guards.

c) Supervisors : with at least two (2) supervisors

### **3. Security Plan –**

Tailored fit for PENRO, Agusan del Norte, CENRO Nasipit and CENRO Tubay with the minimum requirements below. Statement/enumerate the specific methodology to execute the plan.

### **4. Other factors –**

a. Recruitment and Selection Criteria : training conducted for the security guards before deployment, educational and age requirements, among others, as such:

- i. Not less than 22 but not more than 55 years of age;
- ii. With at least five (5) relevant trainings relative to frontline services;
- iii. Physically and mentally fit
- iv. with clearance from NBI and PNP
- v. Recent drug test result; and
- vi. Latest Neuro-psychiatric Examination Result.

b. Completeness of Uniform and Other Paraphernalia as prescribed under RA No. 5487 and its IRR;

c. Proof of paid remittances for the following government agencies: SSS, PHIC and HDMF in the form of a certification issued by the said agencies;

d. Copies of the licenses, results of neuropsychiatric examination, training certificates and other requirements of the guards shall be furnished to PENRO, Agusan del Norte; CENRO Nasipit and CENRO Tubay.

## **III. SECURITY PLAN –**

### **A. SECURITY OF HUMAN RESOURCES –**

#### **A.1 DENR OFFICIALS AND VIP GUESTS**

1. Provide close-in security as maybe required
2. Exercise courtesy as maybe required
3. Provide security assistance as may be required/instructed

## **A.2 DENR EMPLOYEES**

1. Monitor/search for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of employees.
2. Check big bags/plastic bags/boxes going in and out of the office for security purposes.
3. Prevent/detect any form of breach of DENR rules and regulations and if possible report or cause the arrest of the perpetrator/s
4. Implement strictly the "No Entry" to security/restricted areas without proper authorization/clearance.'
5. Exercise tact and courtesy at all times;
6. Assist employees as requested
7. Maintain logbook for personnel and property/equipment movements
8. No entry and stay in the office after office hours including Saturdays, Sundays and Legal holidays unless authorized;
9. Full concentration on security work. Avoid chatting to employees, texting while on duty.

## **A.3 DENR GUESTS/VISITORS –**

1. Check big bags/plastic bags/boxes for security purposes.
2. Monitor/search for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of visitors.
3. Prevent/detect any form of breach of DENR rules and regulations and if possible report or cause the arrest of the perpetrator/s
4. Prevent entry to security/restricted areas without proper authorization/clearance.
5. Exercise tact and courtesy at all times.
6. Assist as maybe required
7. Maintain logbook
8. Prevent entry after office hours including Saturdays, Sundays and legal holidays unless authorized
9. Prohibit loitering in the premises after visitor's business is done



3. Check that all doors and windows are closed and locked after office hours.
4. Deny entry to peddlers and unauthorized vendors.
5. Identify need for lighting and recommend measures
6. Identify fire hazard and recommend measures.
7. Regularly check location and condition of fire extinguishers and recommend measures.
8. Observe that all lights are switched off and all electrically operated office equipment are unplugged when occupants of the office are all out.
9. Regular inspection of storage areas and recommend measures, if necessary.

### **B.3 SUPPLIES AND EQUIPMENT –**

1. All outgoing properties must be covered with appropriate documents duly signed by the authorized signatories indicating serial/property number, person moving the equipment, time date, etc.
2. Personal properties shall be covered by personal property slip issued by the security detachment.
3. Access to supply rooms and areas will be allowed to authorize personnel only.
4. Ensure security of supplies, equipment, documents at all times.

### **C. CONTINGENCY PLAN OF VARIOUS RISK –**

#### **C.1 FIRE**

1. Inform fire department
2. Know status and location of fire-fighting equipment
3. Know how to operate fire-fighting equipment
4. Be familiar with fire exit and electrical control switches.
5. Report fire and any fire hazard
6. Report inadequate water supply, fire-fighting equipment and fire exit
7. Post appropriate fire sign
8. Assist in the evacuation of employees, records and equipment
9. In case of fire, clear driveways and empty spaces, records and equipment.

## **C.2 THEFT, PILFERAGE AND BURGLARY**

1. Secure all entry and exit points
2. Conduct investigation and submit written report within 24 hours to DENR management;
3. Identify witnesses, if possible.
4. Apprehend culprit within the premises, secure incident area to protect evidence.
5. Coordinate with appropriate PNO unit (theft and robbery section)
6. Assist in controlling violence
7. Limit number of entry to premises to as few as possible.

## **C.3 TRESPASSING –**

1. Challenge and detain trespassers
2. Turn-over trespassers
3. Report to the management

## **C.4 HOSTAGE SITUATION**

1. Notify PNP, DENR management
2. Act as temporary negotiator until the arrival of the expert negotiator
3. Hostage-taker not to harm hostage

## **C.5 EARTHQUAKE –**

1. Prevent panic and remain calm
2. If possible, urge personnel to seek refuge under strong piece of furniture and keep away from dangerous falling objects.
3. Assist in evacuation of personnel, supplies, materials and equipment

**C.6 FLOOD AND TYPHOON –**

1. Prevent crossing of employees on flooded areas
2. Prevent exit where there are strong winds outside the building
3. Assist in evacuation of personnel, supplies, materials and equipment

**C.7 SABOTAGE –**

1. Cordon the affected area to secure evidence
2. In case of explosion, help evacuate all personnel from affected area
3. Inform fire department

**C.8 BOMB THREAT-**

1. Immediately report to PNP
2. Inform DENR management
3. Assist evacuation of personnel
4. Secure DENR properties and clear from unauthorized persons.

**C.9 CROWD CONTROL –**

1. Inform DENR management
2. Maximum tolerance must be observed
3. Ensure that entrance gate must be blocked by the unruly public
4. Non-obstructive action should not be interrupted. Efforts should be made to conduct DENR business as normally as possible.
5. Disrupted actions shall be terminated in coordination with DENR management.

**C.10 PROPOSED DEPLOYMENT OF GUARDS –**

Shall render for twelve (12) hours duty. No guard shall be allowed to render double or straight duty without the consent of the client.

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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

- (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**
- (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**
- (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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (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.

#### Financial Documents

- (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; **and**
- (l) 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***

- (m) 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)*

- (n) *[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.
- (o) 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).

Republic of the Philippines



Government Procurement Policy Board



**TERMS OF REFERENCE  
FOR  
PROVISION OF SECURITY SERVICES FOR  
DENR-PENRO, AGUSAN DEL NORTE, CENRO TUBAY, AGUSAN DEL NORTE AND  
CENRO NASIPIT AGUSAN DEL NORTE OFFICE FOR CY-2024**

**I. GENERAL INFORMATION**

These terms of reference shall be used for the preparation of bid documents in the bidding for Security Guard Services of DENR-PENRO Agusan del Norte, CENRO Tubay and CENRO Nasipit Agusan del Norte Office in which it will be contracted within one (1) year for CY-2023.

**II. BACKGROUND**

Safeguarding and protecting the personnel and properties of DENR-PENRO Agusan del Norte, CENRO Tubay and CENRO Nasipit Agusan del Norte Office against theft, robbery, pilferage, arson, vandalism and other unlawful acts is necessary. As such, the provision of a security service that is efficient and cost effective is of paramount importance.

**III. OBJECTIVES**

The objective of this Agreement is to secure security services that are efficient, effective and within reasonable cost.

**IV. ITEM DESCRIPTION AND APPROVED BUDGET FOR THE CONTRACT**

Item No.	Unit	Item Description	Qty.	Approved Budget for the Contract (Php)
1	pax	<b>SECURITY GUARD</b>	5	1,260,000.00
		<ul style="list-style-type: none"><li>- Must be licensed Security Guards</li><li>- Physically &amp; mentally fit</li><li>- No derogatory record</li><li>- No double posting of guard</li><li>- The Security Agency must have at least one (1) key personnel with a title of Certified Security Professional</li></ul>	1	72,280.00
				<b>P1,332,280.00</b>
		<b>TIME OF DUTY</b>		
		<ul style="list-style-type: none"><li>- Twelve (12) hours daily duty for the five (5) security guards including weekends and holidays ( 6:00AM to 6:00PM and 6:00PM to 6:00AM)</li><li>- Twelve (12) hours duty for the one (1) security guard during Saturdays and Sundays ( 6:00AM to 6:00PM) to be assigned at DENR PENRO Agusan del Norte, Tinian, Butuan City</li></ul>		
		<b>CONTRACT :</b>		
		<b>A. CENRO-Nasipit, Agusan del Norte, Talsay, Nasipit Agusan del Norte</b>		
		<ul style="list-style-type: none"><li>- Twelve (12) hours daily duty for two (2) security guards including weekends and holidays ( 6:00AM to 6:00PM and 6:00PM to 6:00AM)</li></ul>		



	<p><b>B. CENRO-Tubay, Agusan del Norte, Doña Rosario, Tubay, Agusan del Norte</b>  - Twelve (12) hours daily duty for two (2) security guards including weekends and holidays ( 6:00AM to 6:00PM and 6:00PM to 6:00AM</p> <p><b>C. DENR-PENRO Agusan del Norte, Tiniwisan, Butuan City</b>  - One (1) Security guard 12 hours daily duty from 6:00PM to 6:00AM daily including weekends and holidays</p> <p>- One (1) Security guard 12 hours duty from 6:00AM to 6:00PM during Saturdays and Sundays only</p> <p><b>Contract Duration:</b> February 1,2024 to January 31,2025 or an equivalent of 12months (1 year) for the five (5) security guards and one (1) security guard during Saturdays and Sundays only with a total days work of One hundred four (104) days.</p> <p><b>CONTRACT AMOUNT:</b></p> <ol style="list-style-type: none"> <li>1. CENRO-Nasipit, Agusan del Norte <ol style="list-style-type: none"> <li>1. 2 Security guards @21,000/month x 12 months =P504,000.00</li> </ol> </li> <li>2. CENRO-Tubay, Agusan del Norte <ol style="list-style-type: none"> <li>1. 2 Security guards @21,000/month x 12 months =P504,000.00</li> </ol> </li> <li>3. PENRO, Agusan del Norte <ol style="list-style-type: none"> <li>1. One (1) Security guard @21,000/month x 12 months =P252,000.00</li> <li>2. One (1) Security guard @695.00/day x 104 days =P72,280.00</li> </ol> </li> </ol>	
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#### V. SERVICE PROVIDER RESPONSIBILITY AND OBLIGATIONS

The **SECURITY SERVICE PROVIDER** shall assume full responsibility and hereby agrees and binds itself to indemnify the ENTITY for any loss, damage, destruction and injury that may be incurred by the guard on duty occurring within the premises attributable to the negligence, fault, laxity, unlawful act or misconduct of the SECURITY SERVICE PROVIDER or its security guard resulting in the, pilferage, robbery, arson, unlawful and illegal acts of third persons, save when loss or damage is clearly established to be due to FORCE MAJEURE or acts of God. Provided further, that such losses, damage or injuries shall be reported in writing to the SERVICE PROVIDER or its guard immediately or within two (2) days from the date of discovery to enable the SERVICE PROVIDER to investigate the matter. The SERVICE PROVIDER is not precluded from pursuing any legal action against the culprits if it so desires.

Additional set of Technical Parameters:

##### A. Security Services

1. Stability
  - (a) Years of experience
  - (b) Liquidity of the contractor
  - (c) Organizational set-up
2. Resources

- (c) No. and kind of communication devices
- (d) No. of licensed guards
- 3. Security Plan
- 4. Other factors
  - (a) Recruitment and selection criteria
  - (b) Completeness of uniforms and other paraphernalia

**VI. CONTRACT DURATION**

This agreement shall remain in full force and effect for a period of one (1) year or an equivalent of twelve (12) months.

**VII. WAIVER OF REFERENCE**

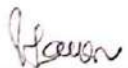
It is understood and expressly agreed by the parties hereto that the obligation created under this agreement shall not enjoy any priority, preference or special privilege whatsoever over any indebtedness or obligation of the Entity accordingly. The SECURITY SERVICE PROVIDER hereby waives and renounces absolutely and unconditionally whatever priorities or preferences he may have under Article 2244, Paragraph 14 of the Civil Code of the Philippines.

**VIII. BILLING AND PAYMENT PROCEDURES**


Billing and payment procedures shall be in accordance with the following:

- The SECURITY SERVICE PROVIDER shall submit its billing statements to the DENR-PENRO Agusan del Norte Office on a monthly basis or every 5<sup>th</sup> day of the ensuing month.
- Both the ENTITY and the SERVICE PROVIDER will maintain a separate record of account for each Security Guard. However, the Cashier, AO-I Alicia R. Teopiz, will be responsible for the processing of payment on monthly basis.


Prepared by:

  
VIRGINIA G. LAUSA  
ADMIN, Officer IV

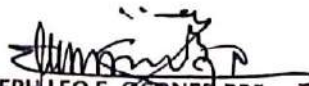
Noted by:

  
SARAH P. PAREJO  
DMO-IV/OIC, Chief, Administrative Division

Recommending Approval:

  
FE C. DACUNAN  
Chief, TSD/BAC, Chair

Approved by:

  
JOSEPH LEO E. OCONER, RPF  
OIC, PENR Officer