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# **BIDDING DOCUMENT FOR THE PROVISION OF SECURITY SERVICES FOR ATI BUILDING AND COMPOUND**

**ITB No. ATI-CO-2024-12  
April 3, 2024**

**Reference:  
Philippine Bidding Documents  
Sixth Edition  
July 2020**

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex-works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nation

# ***Section I. Invitation to Bid***



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## INVITATION TO BID (ITB) FOR THE PROVISION OF SECURITY SERVICES FOR ATI BUILDING AND COMPOUND

1. The *Agricultural Training Institute*, through the FY 2024 *General Appropriations Act (GAA)* intends to apply the sum of **Five Million Eight Hundred Thirty-Seven Thousand Nine Hundred Ninety-Nine Pesos and 92/100 (Php 5,837,999.92)** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Provision of Security Services for ATI Building and Compound for the period of June 1, 2024 to May 31, 2025.*** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Agricultural Training Institute* now invites bids for the above Procurement Project. Contract duration is required for **one (1) year**. Bidders should have completed a contract similar to the Project within **five (5) years** from the date of submission and receipt of bids. 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 the ***Agricultural Training Institute- Bids and Awards Committee Secretariat*** and inspect the Bidding Documents at the address given below from **8:00 am to 5:00 pm**.
5. A complete set of **Bidding Documents** may be acquired by interested Bidders on **April 3, 2024** from the given address and website(s) below **and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (Php. 10,000.00).** The Procuring Entity shall allow the bidder to present its proof of payment for the fees ***in person, by facsimile, or through electronic means.***
6. The *Agricultural Training Institute* will hold a **Pre-Bid Conference on April 16, 2024, at 1:30 PM** via google meet <https://tinyurl.com/Pre-bidSecurity> which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **May 3, 2024 at 8:30 AM**. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **May 3, 2024, 9:00 AM** at the **Board Room, ATI Building, Elliptical Road, Diliman, Quezon City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Agricultural Training Institute** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. In compliance to the Memorandum of the Department of Agriculture (DA) dated December 18, 2020, the public, especially the prospective suppliers/service providers is hereby informed that DA does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/employees or any other party. Any sort of this kind shall be reported immediately to the Office of the Secretary or the National Bureau of Investigation (NBI) for entrapment and proper investigation.
12. For further information, please refer to:  
  
**ROY SON R. DE LA CRUZ**  
*Head, BAC Secretariat*  
*Agricultural Training Institute*  
ATI Bldg. Elliptical Road, Diliman, Quezon City  
*bacsec@ati.da.gov.ph*  
*632-8929-8541 / 09190662853*  
*www.ati.da.gov.ph*
13. You may visit the following websites:

For downloading of Bidding Documents: <https://ati.da.gov.ph/ati-main/announcements>

*April 3, 2024*

  
**MILAGROS C. URBANO**  
*BAC Chairperson*



## ***Section II. Instructions to Bidders***

## **1. Scope of Bid**

The Procuring Entity, *Agricultural Training Institute* wishes to receive Bids for the *Provision of Security Services for ATI Building and Compound for the period of June 1, 2024 to May 31, 2025* with identification number *ITB-ATI-CO-2024-12*.

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

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of *Five Million Eight Hundred Thirty-Seven Thousand Nine Hundred Ninety-Nine Pesos and 92/100 (Php 5,837,999.92)*.

2.2. The source of funding is: *FY 2024 General Appropriations Act*

## **3. Bidding Requirements**

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

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

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

## **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

## **5. Eligible Bidders**

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

5.2. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value

of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.3. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

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

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

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

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

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

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:

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

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

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

### **14. Bid Security**

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

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

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

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

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

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

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016

revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

## **20. Post-Qualification**

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***



# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Provision of Security Services</i></li> <li>b. <i>completed within five (5) years prior to the deadline for the submission and receipt of bids.</i></li> </ul>
7.1	<b><i>Subcontracting is not allowed</i></b>
12	The price of the Goods shall be quoted DDP [ <i>state place of destination</i> ] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b><i>One Hundred Sixteen Thousand Seven Hundred Sixty Pesos Only (Php 116,760.00)</i></b> [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><i>Two Hundred Ninety-One Thousand Nine Hundred Pesos Only (Php 291,900.00)</i></b> [5% of ABC] if bid security is in Surety Bond.</li> </ul>
19.3	<i>The Project will be awarded as one (1) lot.</i>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<b><i>Unified Security Plan</i></b>

## ***Section IV. General Conditions of Contract***

## 1. **Scope of Contract**

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

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

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

## 2. **Advance Payment and Terms of Payment**

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p>
	<p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>
2.2	The terms of payment shall be progressive based on actual delivery
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

## ***Section VI. Schedule of Requirements***

## Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
-1-	<p>PROCUREMENT OF Security Services</p> <ul style="list-style-type: none"> <li>● Guards at 12 Hours Shift (with ND)</li> <li>● Guards at 12 Hours Shift (w/out ND)</li> <li>● Guards at 8 Hours Shift (w/out ND)</li> <li>● Guard at 8 Hours Shift (with ND)</li> </ul> <p>Based on the Terms of Reference for Security Services X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-X-</p>	<p>2</p> <p>2</p> <p>7</p> <p>3</p>	14	One Year Starting June 1, 2024



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

## TERMS AND REFERENCES FOR SECURITY SERVICES

### I. PROPOSED APPROVED BUDGET FOR THE CONTRACT (ABC) - For one (1) year contract is:

FIVE MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED NINETY-NINE PESOS AND 92/100 ONLY (P5,837,999.92)

#### **Cost-Sharing Arrangements with the Following Agencies:**

Agricultural Training Institute (ATI), Department of Agriculture-Regional Field Office (DA-RFO) IV-B, Philippine Fiber Development Authority (PhilFida) IV-B, and DA-BIOTECH Program, Philippine Rice Institute (PhilRice), Philippine Agricultural Mechanization (PhilMech), and National Organic Agriculture Program (NOAP).

**Contract Duration:** The duration of contract to bid should not exceed three (3) years. For purposes of this contract shall cover the period of June 01, 2024 to May 31, 2025 - 1 (One) Year

**Terms of Contract:** The contract may be renewed for up to three (3) years, subject to the yearly results of the performance evaluation by the Client in accordance with the GPPB Resolution No. 06-2022 Guidelines on Renewal of Regular and Recurring Services.

**No. of Days as Provided Under DOLE-NCR Wage Order No. 24, Series of 2023; 392.50 days**, to be provided daily, eight (8) hours a day, six (6) days a week basis, including Saturdays, Sundays, and Legal Holidays.

**Terms of Payment:** Upon receipt of the Statement of Account, the ATI and its Tenant-Agencies shall pay directly to the Security Service Provider.

### II. NUMBER OF GUARDS TO BE CONTRACTED

#### **Fourteen (14) SECURITY GUARDS:**

Seven (7) Guards at 8-hours shift without Night Differential (ND),  
Three (3) Guards at 8-hours shift with ND,  
Two (2) Guards at 12-hours shift without ND, and  
Two (2) with 12-hours shift with ND.

#### **Breakdown of Security Guards:**

ATI Requirement:	5
DA-RFO4B Requirement:	4
PhilRice Requirement:	1
PhilMech Requirement:	1
BioTech Requirement:	1
NOAP Requirement:	1
PhilFida Requirement:	1
<b>Total</b>	<b>14</b>

The number of security guards may be increased or decreased by the ATI (Client) during the term of the Contract and shall be communicated to the Security Service Provider (Agency) before the start of the succeeding month or before the end of the monthly billing period.

### **III. QUALIFICATIONS OF SERVICE PROVIDER**

1. Must be duly licensed and registered service contractor;
2. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA);
3. Must present a Client Satisfaction Rating from at least three (3) government agencies or private corporations, with whom the contractor has a past or ongoing contract;
4. Must be based in or around Metro Manila;
5. Must have at least ten (10) years of experience in security services; and
6. The net financial contracting capacity (NFCC) is at least equal to the ABC.

### **IV. SCOPE OF WORK**

1. Officials, employees, and guests of the ATI Buildings, parking areas within the perimeter of ATI Compound, Equipment, and Facilities;
2. Provide eleven (11) qualified male guards to be assigned at the ATI Compound;
3. Provide immediate reliever prior to the scheduled leave of absence of the security personnel supposedly on duty and in cases of emergency leave incurred by the assigned security personnel;
4. Secure and protect the Office Building from theft, pilferage, robbery, arson, and all other acts such as assault, harassment, and threats against its employees' life and property;
5. Assume responsibility for the losses/damages of property which are due solely to the negligence of the security guard on duty after due process;
6. Assume responsibility for claims for personal injury or damage caused by or to the security personnel where such injury or damage arose out of and in the performance of security functions and duties after due process.
7. Put up a Performance Bond in favor of the ATI to secure the faithful observance of the provision for the duly signed and approved contract.
8. Ensure updated payment of premium/contributions of security personnel to Social Security Services (SSS), Pag-Ibig Fund, Philippine Health Insurance Corporation (PhilHealth), Income Tax, etc. including their wages/salaries in accordance with the minimum wage law, copy furnished the ATI;
9. Provide and install ten (10) surveillance equipment such as Closed-circuit television (CCTV) systems, cameras, and monitoring systems from the guard house to the Office;
10. Provide service of equipment immediately or replace defective equipment before pulling it out for repair, like CCTV cameras/monitors, etc.; and
11. Implement the ATI Security Protocols and Safety Plan.

## **V. QUALIFICATIONS OF SECURITY PERSONNEL**

1. Must be of good moral character and reputation, courteous, alert, trustworthy, physically and mentally fit, well-trained experienced, and without criminal or police records;
2. Must be physically fit, able-bodied, not less than twenty-one (21), and not more than forty-five (45) years of age;
3. Must be at least 5'4" in height for males and 5'2" for females; must maintain a waistline of not more than 38 inches for males and 28 inches for females;
4. Must be mentally fit, has passed the neuro-psychiatric evaluation and drug tests, which should be valid for six (6) months prior to deployment in ATI;
5. Must be licensed and properly screened by the Philippine National Police (PNP), National Bureau of Investigation (NBI), and other government offices issuing clearance for employment; and
6. Must be at least a High School Graduate;

## **VI. DUTIES OF THE DETACHMENT COMMANDER**

1. Ensure enforcement, implementation, and compliance with ATI rules, policies, and regulations relative to the security and safety of the ATI Employees, Guests, Clients, and Properties;
2. Coordinate with the Head, General Services of ATI or his/her authorized representative with regard to the security guidelines of the ATI and other related matters pertaining to the safety and security of ATI employees, guests, clients, and properties and effectively relay the same to the security personnel;
3. Notify in advance the Head, General Services of ATI or his/her authorized representative, of any leave of absence of the security personnel and shall properly orient all security on changes in policies or any order given by the ATI;
4. Report losses damages and untoward incidents within the premises to the Head, General Services, or his/her authorized representative within twenty-four (24) hours from the time of occurrence.

## **VII. DUTIES OF THE SECURITY GUARDS**

1. Responsible for monitoring all persons entering the ATI premises such as ATI officials and employees, visitors, suppliers and contractors, laborers of contractors, canteen operators and staff, etc. The 'No ID No Entry" policy should be strictly imposed;
2. Enforce, implement, and abide by ATI rules, policies, and regulations relative to the security and safety of the ATI employees, guests, clients, properties, and its tenants-agencies;
3. Maintain cleanliness in their respective station/post, especially during weekends and holidays;
4. Switch off all unnecessary lighting and report damages of the same within twenty-four (24) hours;

5. Check and close all windows, doors, exits, and gates after office hours or during weekends and see to it that office equipment and other ATI properties are secured;
6. Record all incoming and outgoing vehicles to the ATI premises, and conduct thorough inspection of all vehicles entering the premises.
7. Guide the drivers of vehicles entering the premises so that parking is done in an orderly manner;
8. Monitor at all times, the condition of all vehicles parked at the ATI parking area. The Security Guard must check and see to it that all lighting systems at the parking area and the whole ATI compound are operational and report immediately any busted lighting fixtures for replacement;
9. Maintain records of events or observations during tour of duty and report the same to Shifts-In-Charge for its appropriate dispositions; and
10. Perform other tasks that may be assigned by the Head, General Services, or his/her authorized representative, from time to time within the assigned area of responsibility and those relevant to the security and safety of the ATI employees, guests, clients, and properties.

#### **VIII. AREAS TO BE COVERED BY THE PRIVATE SECURITY SERVICE PROVIDER**

1. All buildings, structures, project sites, exhibit sites, and motor vehicles within the premises of the ATI compound and its perimeter;
2. Lives and other properties in the ATI offices and premises;
3. All entrances and exit gates; and
4. Screening of incoming and outgoing vehicles and visitors/guests

The respective area(s) of assignments of the guards shall be determined by the ATI in consultation with the Security Provider. Likewise, the schedule of working shifts and distribution of the guards may be changed or modified by the Client. This shall be accompanied by the required Unified Security Plan prepared by the Security Service Provider for approval of the Client and in consonance with the ATI Security Protocols and Safety Plan.

#### **IX. SUPPLIES AND EQUIPMENT**

For carrying out the aforementioned security services, the Security Provider shall equip its personnel with the following supplies and equipment:

1. Firearms and adequate rounds of ammunition;
2. Closed Circuit Television (CCTV) System computer-based which allows recording of at least four (4) months, with at least 10 cameras to be strategically located with the ATI premises and training facilities; and a monitor with ultra-clear wider screen to accommodate the camera; with one (1) UPS, and one (1) unit computer-based DVR with CD reader for recording purposes; to augment the ATI-CCTV property. ***The additional ten (10) CCTV to be installed by the Security Agency shall complement the newly installed CCTV of ATI at the lobby area.***
3. Handheld metal detectors;
4. Handheld radios;

5. Rechargeable lights and flashlights;
6. Megaphones;
7. Truncheons, shields, helmets, nightsticks; and
8. Fire extinguishers (4 units) type ABCD

## **X. TERMS AND CONDITIONS**

### **A. Client (ATI)**

1. ATI shall have the right to give special instruction(s) to the Detachment Commander which the Client desires to be carried out and implemented pertaining to security measures and to require the Agency Guards to observe certain rules and regulations within the premises covered by the Contract;
2. ATI shall provide a common office space for the ATI guards on duty and the Agency guards to be determined by the Client's authorized representative;
3. ATI and other DA Agencies (offices within the ATI compound) shall affect payment for services rendered every 15<sup>th</sup> and 30<sup>th</sup> day of the month; and
4. ATI shall have the right to require the Agency to submit copies or proofs of payments of contributions/premiums due to the SSS, BIR, PhilHealth, and Pag-Ibig as mandated by law as supporting documents prior to payment to ensure compliance of the Security Agency to legal requirements.

### **B. The Security Service Provider (Agency)**

1. The Agency shall:
  - a. Submit a Unified Security Plan;
  - b. Supply the security guards with proper uniforms;
  - c. Assign guards who are duly licensed to act as a security guard as well as provide necessary firearms;
  - d. Provide adequate firearms and ammunitions to each guard as well as provide equipment, supplies, and other paraphernalia, as may be necessary for the discharge of their duties;
  - e. See to it that all guards assigned to the Client are at all times vigilant, honest, dependable, and aware of their duty to protect the lives and limbs of personnel, visitors, and guests, accord them with utmost courtesy, as well as protect the proper image of the Client and finally protect the properties of the Client;
  - f. Conduct frequent inspection of the premises (day and night) to ensure that the guards are properly discharging the duties/responsibilities and are not committing any act prejudicial to the interests of the Client;
  - g. Make available at all times, duly licensed, trained, and qualified reliever guards, in case of the absence of any assigned guards to ensure continuous and uninterrupted security services on the Client's premises;
  - h. Submit and surrender all record books used for monitoring and recording activities in the ATI compound.

- i. Comply with all existing laws, rules, and regulations relative to the operation of the security agency and furnish proofs of payments and premiums due to the government agencies, i.e., SSS, BIR, PhilHealth, Pag-Ibig; and
  - j. Conduct periodic fire and earthquake drills in coordination with the ATI and other tenant agencies occupying office space at the ATI premises.
2. The Agency shall hold the ATI free and harmless from any action or liability whatsoever arising from any claim by any of or all the personnel supplied by the Agency performing services under the Workmen's Compensation Law and all other Philippine Labor Laws if being agreed upon that due and faithful compliance with the said Laws shall devolve entirely to the ATI; and
  3. The Agency or its authorized representative shall convene with the client as necessary or preferably once a week to unearth and discuss problems that may crop up during the period of work for the duration of the Contract.

## **XI. MONITORING & EVALUATION**

The Agency, in coordination with ATI's General Services Office shall monitor the implementation of the provisions of the Contract using the ISO standard form devised for the purpose.

## **XII. OTHER MATTERS**

- a) Furnishing of Bond – the Services Provider shall furnish ATI with a valid and sufficient Bond in accordance with the rules set forth under the Government Procurement Reform Act (RA 9184) and its implementing rules and regulations;
- b) Wage Increase – should there be any wage increase in favor of the assigned personnel subsequent to the execution of the contract pursuant to a law Executive Order, Decree or Wage Order, the Services Provider is entitled to receive the same. The Service Provider, however, must first inform the ATI in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation;
- c) Extension Clause – Except to the extent as otherwise provided in the contract, and subject to the provision of RA 9184 the parties shall extend the Contract on a monthly basis under the same applicable terms and conditions especially as to the scope of services and quality of work, in the event no new contract is awarded after the expiration of the present Contract. The extended terms shall automatically terminate upon the effectivity of the new contract;
- d) Any changes in the venue where the Agency shall perform such as the ATI's transfer of Office from one building or location to another and any increase or decrease in the number of personnel shall be covered by a Supplemental Agreement, which shall form an integral part of the Contract without the need for amendment, provided that any necessary adjustment shall be made consistent with the terms and conditions stipulated on cost and terms of payment of the Contract.

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



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Unified Security Plan
- (g) 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

- (h) 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*

- (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## II. FINANCIAL COMPONENT ENVELOPE

- (j) Original of duly signed and accomplished Financial Bid Form; **and**
- (k) Original of duly signed and accomplished Price Schedule(s)

