

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher's Camp, DepEd Bagabag, DepEd Taguig, DepEd NEAP and DepEd Nasuli, Malaybalay, Bukidnon

(Early Procurement Activity)

Government of the Republic of the Philippines



Administrative Service – Security Services Unit (AdmS-SSU)

November 2023

2024-AdmS7(001)-BVI-CB-002

**Sixth Edition
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Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements.....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids.....	15
18. Domestic Preference.....	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	25
1. Scope of Contract.....	26
2. Advance Payment and Terms of Payment	26
3. Performance Security.....	26
4. Inspection and Tests.....	26
5. Warranty	27
6. Liability of the Supplier	27
Section V. Special Conditions of Contract	28
Section VI. Schedule of Requirements	67
Section VII. Technical Specifications	73
Section VIII. Checklist of Technical and Financial Documents	75

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.

BDS – Bid Data Sheet.

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])

IB – Invitation to Bid.

ITB – Instruction to Bidders.

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Policy Board (GPPB) Circular No. 06-2019.¹ Expected completion of delivery of the goods/services per lot is detailed specified in **Section VI. Schedule of Requirements** and **Section VII. Technical Specifications** of this bidding documents. Delivery of the Goods/Security Services shall be made by the Security Agency on a monthly basis for the period covering **Nine (9) months and Nine (9) days for Lot 1 and Eleven (11) months for Lot 2.**

Prospective bidder should have completed, within a period of **two (2) years** immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority's (PSA's) Consumer Price Index (CPI), must be **at least fifty percent (50%)** of the ABC per lot bid for;

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **DepEd Procurement Management Service – BAC Secretariat Division** at **Telephone Nos. 8636-6542 or 8633-9343** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:00am to 5:00pm.**

5. For those who are interested to purchase the Bidding Documents, two (2) options are made available, to wit:

- a. A complete set of Bidding Documents may be acquired by interested Bidders from the **DepEd Procurement Management Service – BAC Secretariat Division, Room M-511, 5th Floor, Mabini Building, DepEd Central Office Complex, Meralco Avenue, Pasig City**, upon accomplishing a bidder's information sheet and payment of a non-refundable fee for the Bidding Documents to the **DepEd Cashier.**

Payment in checks should be made payable to **DECS OSEC Trust.**

- b. Interested Bidders may signify their intent to purchase the Bidding Documents through email at depedcentral.bacsecretariat@deped.gov.ph by accomplishing a bidder's information sheet (**Annex "A"**). Upon receipt of the bidder's information sheet, the BAC Secretariat Division will send through email the details of the DECS OSEC Trust Fund Account for payment. Upon payment, bidders may send through email the proof of payment before the deadline for submission of bids. Upon receipt of proof of payment, the BAC Secretariat will send the electronic copy of the Bidding Documents.

¹ Issued through GPPB Resolution No. 14-2019 dated July 17, 2019

Amount of Bidding Documents shall be **as follows:**

Lot No.	Bidding Documents Fee (In Php)
1	50,000.00
2	10,000.00
Total	60,000.00

6. The **DepEd** will hold a Pre-Bid Conference for this Project on **December 1, 2023, 1:00 P.M.** at **OUA Conference Room, 5th Floor, Mabini Building, DepEd Complex, Meralco Ave., Pasig City**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat on or before **1:00 P.M. of December 12, 2023** at **OUA Conference Room, 5th Floor, Mabini Building, DepEd Complex, Meralco Ave., Pasig City**.

Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 12, 2023, 1:30 P.M. at OUA Conference Room, 5th Floor, Mabini Building, DepEd Complex, Meralco Ave., Pasig City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Only **two (2) representative** per bidder will be allowed to enter inside the venue.

For the purpose of constituting a quorum, both the physical and virtual presence of the BAC members shall be considered pursuant to GPPB Resolution No. 09-2020.

10. **Bidders are hereby informed that if the allocated amount for the mentioned project is withdrawn or if the authorized amount in the GAA is lower than the contract amount, the DepEd shall not proceed with the award for this project.** Additionally, the **DepEd** retains the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time before the contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

MARLGIN DE JACK S. SALAYON

Administrative Assistant III

Procurement Management Service - BAC Secretariat Division

Rm. M-511, 5th Floor, Mabini Bldg.

DepEd Central Office Complex Meralco Avenue, Pasig City

Telephone Nos. 8636-6542 or 8633-9343

Email address: **depedcentral.bacsecretariat@deped.gov.ph**

12. You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/>

<https://www.deped.gov.ph/>

*Date of Issuance of Bidding Documents: **November 23, 2023***

(sgd.)

Atty. RESTY C. OSIAS

Director IV and Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd)**, through its **Administrative Service-Security Services Unit (AS-SSU)** wishes to receive Bids for the **Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher's Camp, DepEd Bagabag, Nueva Vizcaya, DepEd Taguig, DepEd NEAP, and DepEd Nasuli, Malaybalay, Bukidnon**, with project identification number **2024-AdmS7(001)-BVI-CB-002**.

The Procurement Project (referred to herein as "Project") is composed of **two (2) Lots**, as described in **Section I (Invitation to Bid), Section VI (Schedule of Requirements), and Section VII (Technical Specifications)**.

2. Funding Information

2.1. The GOP, through the source of funding as indicated below for GAA 2024 in the amount of **Philippine Pesos Sixty-Nine Million, Five Hundred Forty-Four Thousand, Two Hundred Thirty-Two and 20/100 (Php69,544,232.20) only**.

2.2. The source of funding is the National Expenditure Program (NEP) 2024 GASS.

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 exceeding those allowed under the rules may participate pursuant to the following:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have completed, within a period of two (2) years immediately preceding the deadline for submission of bids, Single Largest Completed Contract (SLCC) similar to the contract to be bid and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority's (PSA's) consumer price index (CPI), must be **at least fifty percent (50%)** of the ABC of the lot bid for;

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

The Bidder may **NOT** subcontract portions of the project.

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 and/or through videoconferencing/webcasting 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 a period of **two (2) 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, as listed in **Section VII (Technical Specifications/Terms of Reference)**.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the Bid Data Sheet (BDS), the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in **Philippine Pesos**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall not be 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 for **120 calendar days** reckoned from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies of the Bid and/or electronic copies. **Any discrepancy between the hard/paper copies and the copies contained and as presented in the USB Flash Drive, the hard/paper copies will prevail.**

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time at its physical address 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 specific time, date, and location mentioned in paragraph 9 of the **IB**. The Bidders' representatives who are present must 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, and evaluation will be undertaken on a per lot basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot separately.
- 19.3. The descriptions of the lot shall be indicated in **Section VI (Schedule of Requirements) and Section VII (Technical Specifications)**, although the ABC of the lot is 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 ABC for the lot/s participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as separate contract per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABC for the lot/s 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 ABC for the lot/s 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 the purpose of the track-record requirement, contracts similar to the Project shall refer to Provision of security services.</p> <p>For this purpose, the similar contract should have been completed within a period of two (2) years immediately preceding the deadline for the submission and receipt of bids.</p>
7.1	<p>Subcontract</p> <p>Subcontracting shall NOT be allowed.</p>
9	<p>Request for clarifications must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>The Procuring Entity's address is:</p> <p style="padding-left: 40px;">The Chairperson Bids and Awards Committee (BAC) VI c/o Procurement Management Service-BAC Secretariat Division Rm. M-511, 5th Floor, Mabini Bldg. DepEd Complex, Meralco Avenue, Pasig City Telephone Nos. 8636-6542 or 8633-9343 Email address: depedcentral.bacsecretariat@deped.gov.ph</p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p>
11	<p>Documents comprising the Bid: Financial Component</p> <p>The second bid envelope shall contain the financial documents for the Bid, and the Bid Form and Price Schedule shall be per lot as prescribed in the forms provided herein.</p>
12	<p>The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p>Bid prices should be written in two (2) decimal places only. Bid prices that are written in more than two (2) decimal places shall be rounded off.</p> <p>Results of bid evaluation that will exceed the ABC shall be a ground for rejection of the bid(s).</p>

14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts indicated in this bidding documents.</p> <table border="1" data-bbox="347 293 1430 987"> <thead> <tr> <th rowspan="2">Lot No.</th> <th rowspan="2">Description</th> <th colspan="4">Bid Security Form & Amount (if other than Bid Securing Declaration)</th> </tr> <tr> <th>Cost Breakdown of the Approved Budget for the Contract (ABC) <i>Php103,281,892.94</i></th> <th>2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit)</th> <th>5% of ABC (if bid security is in Surety Bond)</th> <th>Bid Securing Declaration (no percentage required)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher's Camp, DepEd Bagabag, Nueva Vizcaya, DepEd Taguig, DepEd NEAP</td> <td>Php62,249,112.22</td> <td>Php1,244,982.24</td> <td>Php3,112,455.61</td> <td>-</td> </tr> <tr> <td>2</td> <td>DepEd Nasuli, Malaybalay, Bukidnon</td> <td>Php7,295,119.98</td> <td>Php145,902.39</td> <td>Php364,755.99</td> <td></td> </tr> </tbody> </table>	Lot No.	Description	Bid Security Form & Amount (if other than Bid Securing Declaration)				Cost Breakdown of the Approved Budget for the Contract (ABC) <i>Php103,281,892.94</i>	2% of ABC (if bid security is in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit)	5% of ABC (if bid security is in Surety Bond)	Bid Securing Declaration (no percentage required)	1	Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher's Camp, DepEd Bagabag, Nueva Vizcaya, DepEd Taguig, DepEd NEAP	Php62,249,112.22	Php1,244,982.24	Php3,112,455.61	-	2	DepEd Nasuli, Malaybalay, Bukidnon	Php7,295,119.98	Php145,902.39	Php364,755.99	
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2	DepEd Nasuli, Malaybalay, Bukidnon	Php7,295,119.98	Php145,902.39	Php364,755.99																			
14.2	<p>Bid securities, other than a Bid Securing Declaration, shall be turned over to the DepEd Cash Division for custody. The Bid Securing Declaration shall be under the custody of the BAC Secretariat.</p> <p>Bid Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information or feature of the document.</p>																						
15	<p>Prospective bidders shall enclose their original eligibility and technical documents in a sealed envelope marked as “ORIGINAL – TECHNICAL PROPOSAL.” Copies thereof shall be similarly sealed in envelopes marked as “COPY NO. 1 – TECHNICAL PROPOSAL” and “COPY NO. 2 – TECHNICAL PROPOSAL.” In addition, the USB Flash Drive containing the soft copy of the original eligibility and technical documents shall be marked as “USB Flash Drive.” The said envelopes containing the original and the copies, and the flash drive shall then be enclosed in one single envelope marked as “TECHNICAL PROPOSAL”. On the other hand, the original of their financial documents shall be enclosed in another sealed envelope marked as “ORIGINAL – FINANCIAL PROPOSAL.” Copies thereof shall be similarly sealed in envelopes marked as “COPY NO. 1 – FINANCIAL PROPOSAL” and “COPY NO. 2 – FINANCIAL PROPOSAL.” The USB Flash Drive containing the soft copy of the original financial documents shall be marked as “USB Flash Drive.” The said envelopes containing the original and the copies, and the flash drive shall then be enclosed in one single envelope marked as “FINANCIAL PROPOSAL.” Further, the envelopes marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” shall</p>																						

be enclosed and/or sealed in an outer envelope marked as **“MOTHER ENVELOPE.”** (See Illustration 1).

Any discrepancy between the hard/paper copies and the copies contained and as presented in the USB Flash Drive, the hard/paper copies will prevail.

Original copies of the Class “A” Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor’s Permit, may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s) for validation.

To facilitate the receipt and classification of bid envelopes, ***mother envelope shall be RED, the inner envelope containing Technical Proposal shall be Blue, the inner envelope containing Financial Proposal shall be Green,*** and the ***Post-Qualification Documents shall be Brown.***

Post-qualification documents may be submitted during the bidding but this does not disqualify bidders who will not submit post-qualification documents during bid submission.

Note: Each Bidder shall submit three (3) paper copies (i.e, one (1) original and two (2) copies) of its bid and two (2) USB Flash Drive electronics copies (one Technical Component and one Financial Component). The E-copy of the Price Schedule must be in the form of Excel and PDF.

Unsealed or unmarked bid envelopes, shall be rejected. However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

Online submission of bids is not allowed.

19.3 The Project shall be awarded by lot, details as follows:

Lot No.	Description	No. of Security Personnel	Approved Budget for the Contract (ABC) in PhP
1	DepEd Central Office	60	62,249,112.22
	DepEd Taguig Facility	20	
	Baguio Teacher’s Camp & NEAP	60	
	DepEd Bagabag, Nueva Vizcaya Facility	20	
2	DepEd Nasuli, Malaybalay City	20	7,295,119.98
TOTAL			69,544,232.20

<p>19.5</p>	<p>The computation of a prospective bidder’s NFCC must be at least equal to the ABC to be bid, calculated as follows:</p> <p style="text-align: center;"><i>NFCC – [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the lot or aggregate of lots bid for.</i></p> <p>The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.</p> <p>For purposes of computing the foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards. (23.5.1.4a)</p> <p>The NFCC must be supported by the following documents: 1) Certified true copies of the Income Tax Return for the preceding year which should not be earlier than two (2) years from date of bid submission; and 2) Audited financial statement: stamped “RECEIVED” by the BIR or its duly accredited or authorized institution for the preceding year which should not be earlier than two (2) years from date of bid submission.</p> <p>If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the lot bid for: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.</p> <p>In any case, the NFCC computation or committed line of credit, must be sufficient for all the items or contracts bid. The NFCC computation shall be in accordance with the prescribed form.</p> <p>In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statements of the LOCAL LEAD PARTNER, <u>unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this project, in which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.</u></p> <p>For this purpose, the local lead partner shall be that person/organization/company identified in the Joint Venture Agreement or in the Letters of Intents (for potential JV partners) shown to have the controlling stakes in the JV.</p> <p>For easier reference, participating JVs or prospective JV partners must indicate in their JVAs or Letters of Intent the local lead partner appointed by them.</p>
<p>20.1</p>	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall</p>

submit the following requirements:

- a. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;

Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.

NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.

- b. Other Document Requirements:

1. Valid and current regular (not provisional) License to Operate (LTO) a private security agency issued by PNP.
2. Certification of No Derogatory Records from the PNP Civil Security Group Security Agency and Guard Supervision (PNPSAGSD) or any appropriate PNP Office.
3. Authenticated copy of PADPAO membership/registration.
4. SSS, PhilHealth and Pag-Ibig Clearances.
5. Notarized list of security guards with license number and expiry date.
6. Notarized list of licensed firearms with complete description (Make, Type, Caliber, Serial Number, and License Number with Expiry Date).
7. Notarized list of existing communication devices (type indicated) pursuant to National Telecommunication Commission's (NTC) License or Permit to Operate Radio Communication Facilities.
8. National Labor Relations Commission (NLRC) Clearance/Certification No Pending Case OR No Pending Case on Appeal within the past two (2) years.
9. A notarized Undertaking that the bidder complies with Labor Laws and Standards and other Social Legislation such as those of the DOLE, SSS, PhilHealth, and Pag-Ibig as specified under GPPB Circular No. 01-2008.
10. A certification on its performance rating, which at the minimum must be satisfactory, for the security services contract from at least one of its most recent clients within the past three (3) years.

- c. Other appropriate licenses and permits required by law and stated in the **BDS**.

During post-qualification, upon demand by the BAC or its representative(s), a bidder with the lowest calculated bid shall be able to present/submit the following:

- a. Documents to verify or support its Statement of On-going and/ or Statement identifying its Single Largest Completed Contract which may consist of the following: appropriate and clear duly signed contracts, purchase orders, agreements, notices of award, job orders, or notices to proceed, with the corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts.
- b. For validation purposes, original copy Class "A" Eligibility documents.
- c. Certified true copy documents as issued by the certifying/authorized agencies.

During post-qualification, compliance of the goods offered with the requirements specified in this bidding document shall be determined, including the following:

- i. **As per Section 34.3, b.ii, item a, of the IRR of R.A. 9184**, verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder for use in the contract under bidding, as well as checking the performance of the bidder in its ongoing government and private contracts, if any of these ongoing contracts shows:
 - a. Negative slippage of at least fifteen percent (15%) in any one project or a negative slippage of at least ten percent (10%) in each of two (2) or more contracts;
- ii. **As per Section 34.3, b.iii, items a to c, of the IRR of R.A. 9184**, verification and/or inspection and testing of the goods/product, after sales and/or maintenance capabilities, in applicable cases, as well as checking the following:
 - a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts;
 - b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the Procuring Entity pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or

c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection.

If the BAC verifies any of these deficiencies to be due to the bidder's fault or negligence, the BAC shall disqualify the bidder from the award, for the procurement of goods.

In case of foreign bidders, a Certificate of Authentication from the Department of Foreign Affairs shall be required for each document submitted, i.e. the Class "A" documents or its equivalent that are written in a foreign language, translated to English, and duly authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

To facilitate post-qualification, the bidder at its option may submit in advance, i.e., on the deadline for submission and receipt of bids, above requirements and other documents required in *Section II. ITB 20.1*.

The envelope shall be placed in a brown envelope and marked:

ITB 20.1 Documents

Name of Project: _____

Bid Opening Date: _____

Name of Bidder: _____

Failure to submit the above requirements within the required timeframe or a finding against the veracity of any such documents or other documents submitted for the project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration.

***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 are 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 2016 revised IRR of RA No. 9184.

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

3. **Performance Security**

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

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in

a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Performance, Delivery and Documents</p> <p>The Security Agency shall render services for a period of Nine (9) months and Nine (9) days for Lot 1 and Eleven (11) months for Lot 2., which shall commence a day after the receipt of Notice to Proceed (NTP) by the winning Security Agency or on January 1, 2024, whichever is earlier, provided that the GAA is passed into law before January 1, 2024. Services to be rendered by the Security Agency shall be in accordance with the Scope of Services, the Minimum Requirements for Accreditation and Hiring, the Deployment Schedule, the Equipment Specifications and Requirements, and other requirements indicated in the Terms of Reference.</p> <p>Upon signing the Contract, the Security Agency is required to provide all the security personnel, as well as the tools and equipment, required under the Contract.</p> <p>The Terms of Reference (TOR) are attached hereto as Annex “A”, Deployment of Security Guards Per Site are attached as Annexes “B-1” (Central Office), “B-2” (Taguig City), “B-3” (Baguio Teacher’s Camp and NEAP), and “B-4” (Bagabag, Nueva Vizcaya), and Annex “B-5” (Nasuli, Malaybalay, Bukidnon, while the Qualification Standards for Hiring Security Officers and Security Guards attached as Annex “C”, Summary of Equipment Requirements attached as Annex “D”, Technical Specifications of Equipment Requirements are attached as Annexes “E-1” (Central Office), “E-2” (Taguig City), “E-3”, (Baguio Teacher’s Camp and NEAP), “E-4” (Bagabag, Nueva Vizcaya), Annex “E-5” (Nasuli, Malaybalay, Bukidnon), Summary of Signages Requirements attached as Annex “F”, and List of Technical Specification of Signages Requirements attached as Annex “G”.</p> <p>For purposes of this Clause, the DepEd’s Representative at the Project Site shall be the Security Services Unit (SSU) through Dir. Robert M. Agustin, for the End-User Unit.</p> <p>In case the Security Agency encounters condition/s impeding timely performance of services required, it must promptly notify DepEd in writing of such conditions, and any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such requests have become apparent. The Service Provider must provide sufficient proof to support any request for work suspension and/or contract period extension.</p> <p>Incidental Services</p> <p>The Security Personnel must have completed In Service Refresher Seminar, Gun Safety Seminar, and Annual Practical Shooting covered by Security Agency Provider.</p>

2.2	<p>Billing and Payment</p> <p>The Security Agency may bill DepEd on a monthly basis. Billings or requests for payment shall be supported by the following documents:</p> <ol style="list-style-type: none"> i. Monthly Billing for security services rendered, (Collectable Monthly Basis) – every first week of the month direct payment to client bank account number thru LDAP – Land Bank of the Philippines 28 ii. Monthly Service Invoice, in triplicate copies, indicating the breakdown and the total among being collected; iii. Daily Time Records of Security Officers and Security Guards for the billing period; iv. Monthly Summary Accomplishment Report; v. Monthly Summary Payroll of Number of Security Posted and Number of Duty Hours rendered; vi. Table of Manning of Security Officers/Guards Daily and per Shift; vii. Photocopy of Security Service Contract with Certified True Copy; and viii. Monthly Daily Time Record (Biometrics Finger Scan) <p>(NOTE: The Security Agency must furnish copy of the above-mentioned documents to DepEd Accounting, the End-user [Central Security and Safety Office], and the Contract Management Division of the Procurement Management Service, Central Office.</p>
3	<p>Performance Security</p> <p>The Performance Security shall be posted in favor of DepEd, and shall be forfeited in the event it is established that the Supplier is in default of any of its obligation under the contract. The Supplier shall be responsible for the extension of its performance security and/or renewal of its performance security whenever necessary and/ without need of prior notice or instruction from DepEd, to ensure that it is in force and effect for the whole duration of the contract delivery period and until a Certificate of Final Acceptance is duly issued.</p> <p>Performance Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, DepEd may reject such security if any such intercalation, superimposition, or alteration affects any material information, or feature of the document.</p>

TERMS OF REFERENCE FOR DEPED CENTRAL OFFICE, DEPED TAGUIG, DEPED BAGUIO TEACHER'S CAMP, DEPED NEAP, DEPED BAGABAG, NUEVA VIZCAYA AND DEPED NASULI, MALAYBALAY

I. Scope of Work

The Security Agency shall render maximum security to all persons and properties within the DepEd Buildings, Facilities, and its premises. These include the Department of Education Central Office (DepEd CO), Baguio City Teachers Camp (BTC), DepEd Taguig Warehouse Facility, National Educators Academy of the Philippines (NEAP) Baguio City, DepEd Bagabag Nueva Vizcaya, DepEd Nasuli, Malaybalay City.

The Security Agency must be able to (a) ensure the maintenance of peace and order within the DepEd premises; (b) watch, safeguard and protect the properties of the Department from theft, robbery, arson, pilferage, trespassing, vandalism, destruction, and other unlawful acts committed either any person (c) protect all DepEd officials, employees, visitors, and guests from assault, threat, harassment or intimidations and other criminal acts; (d) enforce and implement policies, rules and regulations of the Department aimed at attaining optimum security; and (e) assist the Management in enforcing visitor and access control procedures, vehicle control procedures, and parking rules and regulations in the designated parking areas.

The Security Agency shall have adequate source of qualified, competent, and reliable security officers and security guards. A pool of regular reserves shall be maintained to provide for a ready replacement of regular guards in cases of absences and emergencies. Furthermore, the Security Agency shall cooperate and assist the Security Services Unit (SSU) in the implementation of operational policies, regulations, and systems related to the security requirements of the Department.

After the awarding of the contract but prior to its implementation, the Security Agency shall submit to SSU a list of Security Officers and Security Guards that it intends to deploy in the Department of Education and other Detachments. Enclosed in the said list are the credential requirements of the officers and guards contained in two (2) separate folders (Folder A for original copies and Folder B for photocopies). These security officers and security guards must pass the interview and assessment to be conducted by SSU Security Officers before their posting in the Department of Education – Central Office and other Detachments.

Only Security Officers and Security Guards who have satisfied the prescribed qualifications hereunder indicated shall be deployed in the DepEd premises, all security post in DepEd Central Office and other Detachment must be always manned (no vacant post) by contracted security agency personnel as indicated in the disposition of security by shift.

All guards to be deployed shall undergo an Gun Safety and Responsible Gun Ownership Seminar (GSRGOS) and at least basic marksmanship training under the supervision of qualified officers and men of the PNP pursuant to the provisions of the Private Security Services Industry Act (R.A. 11917) and all expenses in this Seminar and Practical Shooting will be shouldered by

the Security Agency.

Guards to be deployed shall undergo familiarization and orientation prior to issuance of this duty detail order. His orientations shall cover, but not limited to significant posts in all shifts.

The Security Agency shall conduct quarterly performance and proficiency evaluations of the guards deployed in DepEd to maintain their competency at the highest level.

All equipment requirements must be complete upon the rendition of security service in this Department in strict adherence to the contract to be entered into by and between the parties.

II. Contract Duration

This Contract of Security Services shall be following:

- Central Office, Taguig City Warehouse, Bagabag Nueva Vizcaya, Baguio Teachers Camp, National Educators Academy of the Philippines NEAP – **March 22, 2024 – December 31, 2024**
- Deped Nasuli, Malaybalay City – **February 1, 2024 – December 31, 2024**

III. Minimum Requirements for Accreditation and Hiring

1. Must be able to provide DepEd with necessary number of qualified security officers and security guards properly licensed by the Supervisory Office for Security and Investigation Agencies (SOSIA) and possessing all the requirements of Republic Act No. 11917;
2. Must have at least two (2) years of cumulative experience in providing security services to government agencies;
3. Must be a member of the Philippine Association of Detective and Protective Agency Operators (PADPAO) in good and active standing;
4. Capable of providing administrative, operational, and logistical support;
5. Must have the necessary license to operate;
6. Must be duly registered with the Security and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;
7. Must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAGIBIG) and Philippine Health Insurance Corporation (PhilHealth);
8. Must be duly registered with the Bureau of Internal Revenue;
9. Able to provide at least two (2) years of local client reference in the field of security operation in property management;

10. Shall have the financial capacity to provide for at least three (3) months' worth of salary to their Security Guards from the time it submits its bid until the execution and implementation of the contract.

IV. Financial Requirement

1. The Security Agency shall comply with the provisions of the Labor Code particularly Chapter III Article 103 which states that wages shall be paid at least once every two (2) weeks or twice a month at intervals not exceeding sixteen (16) days and within five (5) working days from the scheduled date of payment shall submit proof of payment of wages, overtime, and 13th month pay of their deployed employees in DepEd.
2. Security Officers and Security Guards who physically report to work during extraordinary times such as natural disasters and pandemic shall be granted hazard pay or additional compensation by the Security Agency.

V. Other Document Requirements

1. Valid and current regular (not provisional) License to Operate (LTO) a private security agency issued by PNP
2. Certification of No Derogatory Records from the PNP Civil Security Group Security Agency and Guard Supervision (PNPSAGSD) or any appropriate PNP Office
3. Authenticated copy of PADPAO membership/registration
4. SSS, PhilHealth and Pag-Ibig Clearances
5. Notarized list of security guards with license number and expiry date
6. Notarized list of licensed firearms with complete description (Make, Type, Caliber, Serial Number, and License Number with Expiry Date)
7. Notarized list of existing communication devices (type indicated) pursuant to National Telecommunication Commission's (NTC) License or Permit to Operate Radio Communication Facilities
8. National Labor Relations Commission (NLRC) Clearance / Certification No Pending Case OR No Pending Case on Appeal within the past 2 years
9. A notarized Undertaking that the bidder complies with Labor Laws and Standards and other Social Legislation such as those of the DOLE, SSS, PhilHealth, and Pag-Ibig as specified under GPPB Circular No. 01-2008.
10. A certification on its performance rating, which at the minimum must be satisfactory, for the security services contract from at least one of its most recent clients within the past three (3) years.

VI. Duties and Responsibilities of the Security Provider

1. The Security Agency shall secure all DepEd properties, personnel, and processes 24/7 to ensure that the Department will be able to successfully and efficiently fulfill its mandate. A comprehensive Security Plan shall be submitted to the Security Services Unit (SSU) for guidance and recommendation on how the necessary actions will be provided and thus shall be an integral part of the Contract for Security Services to be executed.
2. Only duly licensed security guards shall be deployed by the Security Agency. Prior to being assigned, the Security Agency shall completely submit the following documents to the Security Services Unit (SSU):
 - a. Clearance from the Philippine National Police (PNP), certifying that they have not been convicted them of any crime and that no criminal case is pending against them.
 - b. Certification from the Security Agency that they are of good moral character, proper conduct, and high integrity; non-alcoholic; and not engaged in any illegal activity.
 - c. Certified true copy of their respective current licenses;
 - d. Certified true copies of the result of neuro-psychiatric exam and drug test conducted and issued by the Philippine National Police and/or Department of Health accredited laboratory/clinic.
3. The Security Agency shall conduct a briefing with the Security Guards before their deployment to specific assignments concerning among others, their wages, other benefits, and all pertinent instructions relevant to the performance of their duties in the presence of a representative from the SSU. The Security Agency shall likewise be responsible for providing for and discussing the specific Post Duties and Responsibilities (PDR) to every individual guard prior to their deployment to any specific post. The Security Agency will ensure that a printed copy of this PDR will always be present in any post as a reference and reminder subject to the inspection of representatives of the SSU.
4. Security Guards previously engaged by the former security agency maybe allowed to be hired by the new security agency provided that the said guards are recommended and approved for hiring by the SSU.
5. The Security Agency shall undertake a reshuffling of Security Guards from post to post at least every month or upon recommendation of SSU to mitigate the risks of undue familiarization. On the other hand, some Security Guards will be retained in his/her post due to the familiarization of security areas and for counter-intelligence operations.
6. As authorized by the Secretary of the Department of Education, the Security Services Unit under the Director of Administrative Service shall oversee the implementation of the security service contract with the Security Agency and all assignments and/or deployments shall first be duly approved by the Administrative Service Director.

7. In the presentation of assignments and/or deployments of Security Guards to be detailed, the Security Agency shall provide an updated bio-data and latest full body picture in a complete uniform of each individual, if not previously submitted. The presentation of roster must be submitted not less than forty-eight (48) hours before the end of each month in compliance with the rule on a monthly rotation of deployment of Security Guards.
 - a. After the approved assignment and/or deployment, the Security Agency shall issue a Duty Detail Order (DDO) for every Security Guard indicating therein the name of the guard, the type of issued firearms, the particular post, and the inclusive dates and duration within which the Security Guard shall render the service.
 - b. Security Guards shall present his individual DDO to SSU representative on duty before assuming the respective post.

In case of replacement of guards from a certain post, a Recall Order for the outgoing Security Guard shall likewise be presented to SSU representative along with the DDO of the incoming Security Guard. In no case shall a Security Guard assume post without the presentation of DDO and Recall Order to the concerned SSU representative on duty.

Security Agency must adhere to the instruction of SSU to replace the Security Guards with those acceptable to SSU. Replacements should take into effect as requested by the SSU even with a verbal instruction then followed by a written recommendation within twenty-four (24) hours.

8. The Security Guards assigned and/or deployed shall be under the strict supervision of the Security Agency. SSU, however, shall have the right to conduct spot inspections on the performance of Security Guards at any time. This right shall in no way diminish the liability of nor absolve the Security Agency and the Security Guards of their obligations to the Department of Education under this Contract. The Security Agency shall be liable for all the acts of commission and omission of its Security Guards.
9. The Security Guard assigned are/or deployed shall provide additional services related to their work when so requested by the SSU, such as armed escort services and the like. Moreover, the Security Agency shall have a pool of reserved guards to ensure the presence of adequate relievers when the need arises.
10. In the matter of discipline, performance and/or breach by the Security Guards of the Code of Conduct, as per IRR of R.A. 11917, Department of Education issuances, rules and regulations, Omnibus Rules on Safety and Security and other related laws, the Security Agency shall submit the corresponding incident report and periodic assessment to be submitted before the 15th and end of each month to the SSU.
11. The Security Agency shall equip and provide each Security Guard with the proper and complete uniform, logbook for recording all matters pertaining to safety and security within the area guard is deployed.

The Security Agency shall likewise provide a service motor vehicle, with adequate fuel allocation and driver in the conduct of inspection and/or emergencies on a 24/7 basis.

12. The Security Agency shall, jointly or severally, with its Security Officers and Security Guards, be liable to the Department of Education or to any persons, for any injury, damage, or loss of property suffered by them within the security coverage of the Security Agency as a result of, but not limited to assault, arson, theft, robbery, pilferage, trespass, mischief, or any unlawful act, or negligence.
13. The Security Agency shall be duly represented in the investigation which will be conducted by SSU to determine whether or not the Security Agency was at fault, negligent, or did not exercise due diligence required under the circumstances to prevent or minimize injury, damage, or loss of property.

Absence of representatives from the Security Agency, despite notice, will not preclude SSU from proceeding with the investigation.

If the investigation to be conducted involves offenses allegedly committed only by DepEd Employees, SSU may still notify the Security Agency of the investigation being conducted.

14. The Security Agency shall submit a monthly security assessment to SSU including its findings and recommendations not later than the 10th of the following month.
15. The Security Agency shall conduct Mid-Year and Year-End Security Site Audits of all locations outside the Central Office with at least two (2) representatives from SSU to ensure the high quality of service being rendered and collect pertinent ground information for the continuous improvement and enhancement of safety and security provisions.
16. The Security Agency shall assume full and exclusive obligation to pay the mandated wage provided for by laws to its Security Guards assigned to the Department of Education under the Contract, including claims and other compensation as may be legally due to Security Guards, such as withholding taxes on salaries, SSS premiums, PhilHealth and the like.

The Security Agency shall submit to the Department of Education a certified true copy of the payroll and any other documents evidencing payments of salaries to the security guards.

In case the Security Agency pays each security guard below the minimum wage and fails to remit to the proper government offices the required contributions of the security guards, the Department of Education is hereby authorized to withhold the payment due to Security Agency the amount corresponding to the difference between the amount paid and the prescribed minimum wage and/or the required contributions of the Security Guards.

Transportation Fees, Meal Allowances, and Accommodation for Security Officers and Security Guards for the said Security Audits shall be provided by the Security Agency.

17. All costs related to mobilization, demobilization, and supervision of guards shall be borne by the Security Agency.

18. The Security Agency shall pay taxes in full and on-time. In addition, the Security Agency under obligation to regularly present, within the duration of the contract, the business tax returns duly stamped and received by the Bureau of Internal Revenue (BIR).
19. Security Agency shall have full responsibility for storing equipment and supplies used in connection with work. DepEd may provide support, if necessary and available.

VII. Security Personnel Equipment

1. Complete uniforms are to be provided by the Service Provider for its security personnel.
 - a. Reflectorized hand gloves and strap-on torso jackets for security guards assigned at entrances/gates, roving, and other common areas.
 - b. For SG/SO, three pairs of uniform prescribed by RA 11917 and its IRR (new SOSIA Memo on the uniform) with complete paraphernalia such as nightstick/baton, whistle, synchronized timepiece, writing pen, notebook and duty checklist, flashlight, first aid kit, and service firearm. Those guards that will not be wearing the required duty uniform, will wear barong long sleeves.
 - c. Other equipment and materials that may be identified later which are needed for the security operation.

Service Provider shall provide the client with a list of all uniform items provided to each security officer assigned to the project/area.

2. In no case or instance that the SG/SO are allowed to wear civilian attire or even smart casual during its tour of duty.

VIII. Management and Supervision of Security Services (Security Rules and Guidelines)

The security guards shall, at all times, in the performance and discharge of its duties and responsibilities, be guided by the provisions of the Professional Conduct, Ethical Standards, Duties, Powers, and Responsibilities with the Private Security Services Industry Act Law (R.A. 11917); including the Policies, Rules and Regulations of the Department of Education on Security and Safety measures.

IX. Terms of Payment and Reportorial Requirements as Supporting Documents for Payment to Security Services

1. Monthly Billing for security services rendered, (Collectable Monthly Basis) – every first week of the month direct payment to client bank account number thru LDDAP-ADA – Land Bank of the Philippines.
2. Monthly Service Invoice indicated the amount of total breakdown collectible.

3. Monthly Summary Accomplishment Report
4. Monthly Summary Payroll of Number of Security Posted and Number of Duty Hours rendered.
5. Manning of Security Officers/Guards Daily and per Shift
6. Photo Copy of Security Service Contract
7. Monthly Daily Time Record (Biometrics Finger Scan)

X. Performance Surveys

1. SSU shall have the right to evaluate the performance of the Security Officers and Security Guards assigned by the Security Agency at any time in order to determine the quality and acceptability of the service being rendered for DepEd.
2. SSU shall have the right to conduct regular performance evaluations in accordance with the standards set forth in order to ensure the high quality of service being rendered for the safety, security, and protection of DepEd assets and personnel.

XI. Performance Security

1. To guarantee the faithful performance of the obligations and services required under this Agreement, the Security Agency shall, prior to the execution of this Agreement, post in favor of DepEd a Performance Security in the form of Cash Manager's/Cashier's check in the amount equivalent to five (5%) percent of the total contract price, or, in the form of a bank draft/Guarantee issued by a reputable universal or commercial bank in the amount equivalent to five (5%) percent of the total contract price, or in the form of a Surety Bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in the amount equivalent to thirty (30%) percent of the total contract price.
2. In the event that the performance security posted by the Security Agency shall be deemed inadequate or otherwise unacceptable by DepEd, DepEd shall have the right to require the Security Agency to post a performance security in such form and amount as determined by DepEd and allowed under existing laws and regulations.
3. The Performance Security shall be released to the Security Agency within thirty (30) days from the end of the term of the Agreement and upon the certification of DepEd that the Security Agency has faithfully and completely performed its obligations under this Agreement. The Performance Security shall answer for any damage DepEd may suffer by reason of the Security Agency's default of any of its obligations and/or breach of the terms and conditions of this Agreement and shall likewise guarantee payment for any loss, damage or injury that may be caused by the Security Agency to DepEd, its officers, employees, clients, and guests.
4. The Performance Security shall be forfeited in favor of DepEd in the event it is established that the Security Agency is in default, committed breach of its obligation under this Agreement and/or failure to comply with any of the terms and conditions of this

Agreement. Any changes made in the Agreement shall in no way annul, release or affect the liability of the Security Agency and the surety.

XII. Liquidated Damages and Litigation Expenses

1. The Security Agency shall be liable for payment of liquidated damages in case of breach of any provisions of the Agreement. The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Agreement, DepEd shall rescind the Agreement, without prejudice to other courses of action and remedies open to it.
2. In the event that DepEd or any of its officers, employees or agents, is sued due to the Security Agency's failure to comply with any law, rule or regulation pertaining to the Security Agency's personnel, the Security Agency shall reimburse DepEd for the expenses it shall incur in relation to the said suit, including attorney's fees, cost of the suit and other litigation and incidental expenses immediately upon demand by DepEd. In the event DepEd incurred damages by reason of the negligence or willful misconduct of the Security Agency or its assigned security guards, the Security Agency shall also be liable for such damages.

XIII. Special Provisions of the Contract

1. The security requirement may be increased or decreased as the SSU may require from time to time, based on necessity. SSU may further request for changes or relief of Security Guard assigned and/or deployed to the Department of Education by giving due notice to the Security Agency which the Security Agency which the later agrees to take into effect within 12 hours from the receipt of the instruction from SSU.
2. The Security Agency shall submit to SSU quarterly listings of all statutory deductions such as SSS premiums, PhilHealth and Pag-Ibig remitted for the guards assigned and/or deployed to the Department of Education duly machine validated.
3. The Security Agency shall secure all necessary government permits and licenses for the performance of their services.
4. All Security Guards and Security Officers who are on Official Tour of Duty posted in the DepEd Detachment covered by this contract, are entitled to Government mandated benefits when ordered by authority, such as, but not limited to Hazard Pay, Allowances, etc., according to the Law and subject to the rules of COA and Accounting Rules and Regulations.
5. The Security Agency shall be liable to the Department of Education for any stoppage or interruption of work in the services to be provided due to labor cases or problems.
6. Security Guards are not employees of the Department of Education but of the Security Agency. Hence, no employer-employee relationship exists between the Department of Education and the Security Guards.

The Security Agency hereby expressly agrees and binds itself that the Department of Education shall be protected and absolved from any labor case or problem as the same shall be fully assumed solely and exclusively by the Security Agency.

In case suit, where the Department of Education is impleaded as an indirect employer, the Security Agency shall hold the Department of Education free from any liability arising thereof and defend and protect the Department of Education's interests therein.

7. SSU shall conduct an orientation with Security Guards concerning among others the policies, rules and regulations to be implemented.
8. The Security Agency shall have no right to assign or otherwise transfer in any manner whatsoever of its right, interest, and obligation under this Contractor or any part thereof without the prior written approval of SSU. Should the Department of Education suffer damages by reason of delay and/or violation of any of the conditions of the contract, the winning bidder shall, in addition, be held liable for Twenty Five Percent (25%) of the contract value as liquidated damages aside from Attorney's Fee, Cost of Suit and the actual damages.
9. All Security Guards shall undergo a drug test at least once a year in accredited PNP Drug Test Center or as required by SSU.
10. The Security Agency shall provide the additional equipment as required under the List and Technical Specification of Equipment Requirements and List/numbers and Signage Text Content per Site for enhanced screening surveillance, monitoring, and other plans and programs for the safety and security of the Department of Education. All equipment listed therein shall be used under the sole discretion of SSU and shall be turned over completely to the Department of Education upon the termination of this Contract.
11. No verbal agreement or conversation with any official, employee or agent of the Department of Education, either before and after the execution of the Contract shall affect or modify any of the terms of obligations obtained in the Contract.
12. The Security Agency shall not during the period of its security service contract or at any time thereafter, use or disclose any person or entity, any information, derogatory or otherwise, concerning the affairs and activities of the Department of Education which the members of the Security Agency may have acquired by reason of their assignment and/or deployment with the Department of Education.
13. The Security Agency shall arrange monthly coordination meetings with SSU to discuss any issues and concerns and give regular feedback regarding the performance of Security Guards assigned and/or deployed in the Department of Education.
14. Surprise visits by the inspectors of the Security Agency shall be made regularly to make the company's monitoring and control of its guards' activities more effective and efficient.
15. Security Agency must provide seminars and training on personal security awareness and disaster preparedness coordination for both security personnel and employees of the Department of Education.

16. Furnish trained, qualified and armed personnel within agreed turn-around time as required by the client. Security and safety shall be continuous and consistent 24/7 regardless of weather conditions, threatened strikes, and other hazards.

XIV. Termination

1. The contract shall terminate at the lapse of period or duration in accordance with the Security Contract.
2. The Department of Education, however, shall have the right to terminate this Contract at any time, within thirty (30) days upon prior notice to the Security Agency Under any or all the following circumstances:
 - a. Violation of Terms and Conditions of this Contract by the Security Agency;
 - b. Failure of the Security Agency to comply with the provisions of R.A. 11917, P.D. 442, as amended and other related laws;
 - c. Violation of the Omnibus Rules on Safety and Security and Special Operating Procedures (SOP) on Blue Guards by the Security Agency and its Security Guards.

DEPLOYMENT FOR SECURITY GUARDS DEPED CENTRAL OFFICE

Posting Area	Day Shift (0600H-1800H)	Night Shift (1800H-0600H)	Total
Main Entrance Gate	5	5	10
Main Exit Gate	2	2	4
Emergency Exit – Javier St.	2	2	4
Rizal Building. Lobby	1	1	2
Rizal Building. Office of the Secretary	1	1	2
Rizal Building. Office of the Undersecretaries	1	1	2
Rizal Building. Office of the Assistant Secretaries	1	1	2
Bonifacio Building. Right Wing	1	1	2
Bonifacio Building Left Wing	1	1	2
Bonifacio Building Roving Guard 1	1	1	2
Mabini Building Right Wing	1	1	2
Mabini Building Left Wing	1	1	2
Mabini Building Roving Guard 2	1	1	2
Teodora Alonzo Building	1	1	2
Dormitory D	1	1	2
Dormitory E	1	1	2
Parking Lot A	1	1	2
Parking Lot B	1	1	2
Parking Lot C – Power House System Division	1	1	2
Motorpool Area	1	1	2
Amphitheater, Canteen	1	1	2
Kasipagan Lot Area	1	1	2
Command Post Area	1	1	2
Detachment Commander	1	-	1
Assistant Detachment Commander	-	1	1
Grand Total:			60

DEPED TAGUIG CITY

Posting Area	Day Shift (0600H-1800H)	Night Shift (1800H-0600H)	Total
In-Charge Day Shift	1	0	1
In-Charge Night Shift	0	1	1
Penta Capital	1	1	2
Aerotech Warehouse	1	1	2
Sign Media	1	1	2
NCP	1	1	2
Roving Guard-1	1	1	2
Roving Guard-2	1	1	2
Perimeter Guard-1	1	1	2
Perimeter Guard-2	1	1	2
Grand Total:			20

**DEPED BAGUIO TEACHERS CAMP (BTC) and NATIONAL
EDUCATORS ACADEMY OF THE PHILIPPINES**

Posting Area	Day Shift (0600H-1800H)	Night Shift (1800H-0600H)	Total
Detachment Commander	1	0	1
Assistant Detachment Commander	0	1	1
Leonard Wood Gate	2	2	4
South Drive Gate	2	2	4
Admin Building, Supply Building	2	2	4
Abada Hall, Cottage 201 to 212	2	2	4
Roxas Hall, Romulo Hall, Staff House	2	2	4
Benitez Hall, Textbook House	2	2	4
Hernandez Hall, Pages Hall, Quezon Hall	2	2	4
Quirino Hall, Magsaysay Hall	2	2	4
Recto Hall, Escoda Hall, Guesthouse 10	2	2	4
Roving Guard Area 1 & 2 (BTC Complex)	2	2	4
Executive Cottages, Supt. Quarters Main/Annex	2	2	4
Cottage 1 to 3, Cottage 101 to 107, BTC Museum	2	2	4
Albert Hall	1	1	2
NEAP	1	1	2
Guesthouse 4, 4A, 5 to 9, 11, 4B, 4C/D, and Overlooking Pedestrian Gate	3	3	6
Grand Total:			60

DEPED BAGABAG NUEVA VIZCAYA FACILITY

Posting Area	Day Shift (0600H-1800H)	Night Shift (1800H-0600H)	Total
In-Charge Day Shift	1	-	1
In-Charge Night Shift	-	1	1
Main Gate	2	2	4
Roving Guard 1 & 2	2	2	4
Perimeter I	1	1	2
Perimeter II	1	1	2
Perimeter III	1	1	2
Perimeter IV	1	1	2
Perimeter V	1	1	2
Grand Total:			20

DEPED NASULI, MALAYBALAY, BUKIDNON

Posting Area	Day Shift (0600H- 1800H)	Night Shift (1800H- 0600H)	Total
In-Charge Day Shift	1	-	1
In-Charge Night Shift	-	1	1
Post - 1	1	1	2
Post - 2	1	1	2
Post - 3	1	1	2
Post - 4	1	1	2
Post - 5	1	1	2
Post - 6	1	1	2
Post - 7	1	1	2
Post - 8	1	1	2
Roving Officer	1	1	2
Grand Total:			20

SUMMARY OF DEPLOYMENT OF SECURITY GUARDS PER SITE

LOT 1

Site	Total Number
Department of Education Central Office	60
DepEd Warehouse Facility Taguig City	20
Baguio Teacher's Camp (BTC) and National Educators Academy of the Philippines (NEAP)	60
DepEd Bagabag Nueva Vizcaya Facility	20
TOTAL	160

LOT 2

Site	Total Number
DepEd Nasuli, Malaybalay, Bukidnon	20
TOTAL	20

**QUALIFICATION STANDARDS FOR HIRING
SECURITY OFFICERS AND SECURITY GUARDS**

I. Security Officers

- a. Bachelor's degree relevant to the work;
- b. Five (5) years of work experience as Security Officer, ex-serviceman or equivalent, not dishonorably discharged or separated from the service and capable of assimilating written and/or oral instructions in English and/or Filipino and can render intelligence reports in English and/or Filipino;
- c. Good moral character and reputation, courteous, alert and without criminal or police record;
- d. Physically and mentally fit and not less than twenty-five (25) or more than fifty-five (55) years of age and at least five feet and five inches (5'5") in height;
- e. In proper uniform (Polo Barong), armed with .9mm with firearms license and with sufficient ammunition (24 rounds with 3 magazines) at all times during his tour of duty;
- f. Duly licensed by the Philippine National Police – Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) as a security officer and properly screened and cleared by the PNP and other government offices issuing clearances for employment.

II. Security Guards

- a. At least Second Year in College with 72-units or a graduate of K-12.
- b. Two (2) years of experience as Security Guard and capable of assimilating written and/or oral instructions in English and/or Filipino and can render intelligible reports in English and/or Filipino;
- c. Good moral character and reputation, courteous, alert and without criminal or police record;
- d. Physically and mentally fit and not less than twenty-one (21) or more than fifty (50) years of age and at least five feet and four inches (5'4") in height;
- e. Duly licensed by the Philippine National Police – Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) as a security guard and properly screened and cleared by the PNP and other government offices issuing clearances for employment;
- f. In proper uniform as prescribed by Philippine National Police – Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) armed with .9mm with firearms license and with sufficient ammunition (24 rounds with 3 magazines) at all times during his tour of duty.

SUMMARY OF EQUIPMENT REQUIREMENTS*

Equipment Requirement	DepEd Central Office	DepEd Taguig Warehouse	Baguio Teachers Camp	Bagabag Facility	NEAP	DepEd Nasuli	Total
VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power output, including NiMH Battery Pack	30	10	30	10	1	10	91
Spare Battery packs (Ni-MH)	30	10	30	10	1	10	91
Rapid/Quick Chargers (1-Hour Charging)	30	10	30	10	1	10	91
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1 unit Repeater Station (NCR Coverages)	1	1	-	-	-		2
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1 unit Repeater Station (CAR Coverages)	-	-	1	-	-		1
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements	-	-	-	1	-		1

Variloop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1 unit Repeater Station (R II Coverages)							
VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1 unit Repeater Station (R X Coverages)						1	1
Metal Detectors	15	2	10	2	1	2	32
Bullhorn with Siren (Mega Phone)	5	1	5	1	-	2	14
42" Smart TV with digital set-top box (black box) in good working condition to be used for monitoring	1	-	-	-	-		1
Shields	20	-	-	-	-	5	25
Helmets	20	-	-	-	-	5	25
Truncheons	20	-	-	-	-	5	25
DSLR Professional Digital Camera 26.2 Mega Pixels with 1-Spare Memory Card (128-GB)	1	1	1	1	-	1	5
Shotgun 12 Gauge with 400 pcs. Ammos. And 1 spare magazine with F.A. license	1	6	4	4	-	6	21
.9mm Pistol, 14 rounder, (2 magazines) 1000 pcs Ammo. and 1 spare magazine with F.A. License	30	10	30	10	1	10	91
Manual Typewriter	1	-	1	1	-	1	4

Steel Cabinet (4 layers) for Storage Security Equipment and Supplies	1	1	1	1	-	1	5
Rain Coats	60	20	60	20	2	20	182
Rain Boots	60	20	60	20	2	20	182
Reflectorized Vest (for use of Blue Guard Traffic Enforcers)	10	-	15	1	-	3	29
Emergency Lights/Lanterns, LED Chargeable	10	7	20	10	1	6	54
Big Umbrella	25	10	30	10	2	6	83
Digital Voice Recorder, with 128 GB, Micro SD	2	-	1	1	-		4
Office Supplies Assorted (Lot)	1	1	1	1	1		5
Desktop Computer i-7 series, OS Windows 10 complete set with Colored Printer, wireless Internet Broadband, 7.2 Mbps, Post paid	1	1	1	1	-	1	5
Public Address System, 500 watts R.M.S. DepEd Central Office Compound Coverages (Parking A, Parking B, Motor pool, Bonifacio & Mabini for Central Office)	1	-	-	-	-		1
Public Address System, 500 watts R.M.S. Baguio Teachers Camp Compound Coverages (In front of Benitez Hall, in front of Admin Office, in front of Recto Hall coverages)	-	-	1	-	-		1
Laptop Computer i-7 Series Windows 10 License	1	-	-	-	-		1
Under Chassis Mirror for Car inspection at the Main Gate	3	-	3	1	-	3	10
Heavy Duty Xerox	1	-	-	-	-		1

Machine with Documents and Pictures Scanner and Internet Connectivity							
Walk-through Metal Detector	1	-	-	-	-		1
High Power Search Lights, LED Chargeable	6	7	6	10	-	6	35
First Aid Kit (PNRC) Set A Prescribed Kit	2	1	2	2	1	2	10
Camcorder (Full-HD) with Charger and Spare Battery Pack	1	-	1	-	-		2
Motorcycle in good running condition and well-maintained 125cc with sidecar and roof 10 liters fuel reserve (Roving Purposes)	-	1	2	2	-	1	6
Caution Tape (Color Yellow, 500 meters per roll)	3	1	3	3	-	3	13
Security Service Vehicle with Air-conditioning Unit and in roadworthy condition for Emergency Cases Purposes and Inspection of DepEd Security Detachment with 30 liters Fuel Reserve (Replaced by Security Agency after official use)	1	-	1	-	-		2
Grand Total:	395	121	350	133	14	140	1153

**Applicable items must be replaced once drained, became unserviceable, damaged, or broken*

LIST AND TECHNICAL SPECIFICATION OF EQUIPMENT REQUIREMENTS*

I. Department of Education Central Office – (ANNEX “E-1”)

Quantity	Items
30 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
20 units	Big Umbrella
30 units	Rapid/Quick Chargers (1hr Charging)
30 units	Spare Battery packs (Ni-MH)
30 units	.9mm Pistol with F.A. License, 16 rounder (2 magazines), 1000pcs. Ammo. and 1 Spare Magazine
60 units	Rain Coats
60 units	Rain Boots
20 units	Truncheons
20 units	Helmets
20 units	Shields
15 units	Metal Detectors
10 units	Emergency Lights/Lanterns, LED Chargeable
6 units	High Power Search Light, LED Chargeable
10 units	Reflectorized Vest (for use of Blue Guard Traffic Enforcers)
5 units	Bullhorn with Siren (Mega Phone)
3 units	Under Chassis Mirror for Car inspection at the Main Gate
3 units	Caution Tape (Color Yellow, 500 meters per roll)
2 units	First Aid Medical Kit (PNRC) Set A Prescribed Kit
2 units	Digital Voice Recorder with 128 GB Micro SD
1 unit	Walk-through Metal Detector
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1-unit Repeater Station (NCR Coverages)
1 unit	Shotgun 12 Gauge with 400 pcs. Ammos and 1 spare magazine with F.A. License

1 unit	DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card
1 unit	42" Smart TV with digital set-top box (black box) in good working condition to be used for monitoring
1 unit	Camcorders (Full-HD) with Charger and Spare Battery Pack
1 unit	Heavy Duty Xerox Machine with Documents and Picture Scanner
1 unit	Manual Typewriter
1 unit	Security Service Vehicle with Air-conditioning Unit and in roadworthy condition for Emergency Cases Purposes and Inspection of DepEd Security Detachment with 30 liters Fuel Reserve (Replaced by Security Agency after official use)
1 unit	Laptop i-7 Series, OS Windows 10 License
1 set	Desktop Computer i-7 series, OS Windows 10 with Colour inkjet printer and wireless Internet Broadband (Postpaid)
1 set	Public Address System, 500 watts R.M.S. DepEd Central Office Compound Coverages (Parking A, Parking B, Parking C, Motorpool, Bonifacio Building, and Mabini Building)
Various	Office Supplies

**Applicable items must be replaced once drained, became unserviceable, damaged, or broken*

II. DEPED WAREHOUSE FACILITY TAGUIG CITY – (ANNEX “E-2”)

Quantity	Items
10 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
10 units	Rapid/Quick Chargers (1hr Charging)
10 units	Spare Battery packs (Ni-MH)
2 units	Metal Detectors
20 units	Rain Coats
10 units	Rain Boots
10 units	Big Umbrella
10 units	.9mm Pistol with F.A. License, 16 rounder (2 magazines), 1000pcs. Ammo and 1 Spare Magazine
1 unit	Motorcycle in good running condition and well-maintained 125cc with sidecar and roof 10 liters fuel reserve (Roving Purposes)
7 units	Emergency Lights/Lanterns, LED Chargeable
7 units	High Power Search Lights, LED Chargeable

6 units	Shotgun 12 Gauge with 400 pcs. Ammos, 1 spare magazine with F.A. License
1 unit	Caution Tape (Color Yellow, 500 meters per roll)
1 unit	First Aid Medical Kit (PNRC) Set A Prescribed Kit
1 unit	Bullhorn with Siren (Mega Phone)
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mask with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output (NCR Coverages)
1 set	Desktop Computer i-7 series, OS Windows 10 with colour inkjet printer and wireless Internet Broadband (Postpaid)
Various	Office Supplies

**Applicable items must be replaced once drained, became unserviceable, damaged, or broken*

III. BAGUIO TEACHERS CAMP (BTC) – (ANNEX “E-3”)

Quantity	Items
30 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
30 units	Rapid/Quick Chargers (1hr Charging)
30 units	Spare Battery packs (Ni-MH)
60 units	Rain Coats
60 units	Rain Boots
30 units	.9mm Pistol with F.A. License, 16 rounder (2 magazine), 1000pcs. Ammo. And 1 Spare Magazine
30 units	Big Umbrella
10 units	Metal Detectors
20 units	Emergency Lights/Lanterns, LED Chargeable
6 units	High Power Search Light, LED Chargeable
15 units	Reflectorized Vest (for use of Blue Guard Traffic Enforcers)
4 units	Shotgun 12 Gauge with 400 pcs. Ammos, 1 spare magazine with F.A. License
3 units	Under Chassis Mirror for Car inspection at the Main Gate
3 units	Caution Tape (Color Yellow, 500 meters per roll)
2 units	Bullhorn with Siren (Mega Phone)
2 units	First Aid Medical Kit (PNRC) Set A Prescribed Kit
2 units	Motorcycle in good running condition and well-maintained 125 cc with sidecar and roof 10 liters fuel reserve (Roving Purposes)

1 unit	Security Service Vehicle with Air-conditioning Unit and in roadworthy condition for Emergency Cases Purposes and Inspection of DepEd Security Detachment with 30 liters Fuel Reserve (Replaced by Security Agency after official use)
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	Camcorder (Full-HD) with charger and Spare Battery Pack
1 unit	Digital Voice Recorder with 128 GB, Micro SD
1 unit	Manual Typewriter
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1 unit Repeater Station (CAR Coverages)
1 unit	DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card
1 set	Desktop Computer i-7 series, OS Windows 10 with colour inkjet printer, wireless Internet Broadband (Postpaid)
1 set	Public Address System, 500 watts R.M.S. Baguio Teacher's Camp Compound Coverages (in front of Benitez Hall, in front of Admin office, in front of Recto Hall coverages)
Various	Office Supplies

**Applicable items must be replaced once drained, became unserviceable, damaged, or broken*

IV. NATIONAL EDUCATORS ACADEMY OF THE PHILIPPINES (NEAP)

Quantity	Items
1 unit	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output including NiMH Battery Pack
1 unit	.9mm Pistol with F.A. License, 16 rounder (2 magazine), 100pcs. Ammo. And 1 Spare Magazine
1 unit	Emergency Lights/Lanterns, LED Chargeable
1 unit	Rapid/Quick Chargers (1hr Charging)
1 unit	First Aid Kit (PNRC) Prescribed A
1 unit	Spare Battery packs (Ni-MH)
2 unit	Rain Boots
2 unit	Rain Coats
1 unit	Metal Detectors
2 units	Big Umbrella
Various	Office Supplies

**Applicable items must be replaced once drained, became unserviceable, damaged, or broken*

V. DEPED BAGABAG NUEVA VIZCAYA FACILITY – (ANNEX “E-4”)

Quantity	Items
10 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
10 units	Rapid/Quick Chargers (1hr Charging)
10 units	Spare Battery packs (Ni-MH)
8 units	Rain Coats
8 units	Rain Boots
6 units	.9mm Pistol with F.A. License, 16 rounder (2 magazines), 1000pcs. Ammo. and 1 Spare Magazine
6 units	Big Umbrella
6 units	Emergency Lights/Lanterns, LED Chargeable
6 units	High Power Search Light, LED Chargeable
4 units	Shotgun 12 Gauge with 400 pcs. Ammos with 1 spare magazine with F.A. License
3 units	Caution Tape (Color Yellow, 500 meters per roll)
2 units	First Aid Medical Kit (PNRC) Set A Prescribed Kit
2 units	Metal Detectors
1 unit	Digital Voice Recorder, with 128 GB, Micro SD
1 unit	Under Chassis Mirror for Car inspection at the Main Gate
1 unit	Reflectorized Vest
1 unit	Bullhorn with Siren (Mega Phone)
1 unit	Motorcycle in good running condition and well-maintained 125 cc with sidecar and roof 10 liters fuel reserve (Roving Purposes)
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	Manual Typewriter
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output with 1 unit Repeater Station (R II Coverages)
1 unit	DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card
1 unit	Desktop Computer i-7 series, OS Windows 10 with colour inkjet printer, wireless Internet Broadband (Postpaid)
Various	Office Supplies

**Applicable items must be replaced once drained, became unserviceable, damaged, or broken*

VI. DEPED NASULI, MALAYBALAY CITY – (ANNEX “E-5”)

Quantity	Items
10 units	VHF/UHF Hand Held Radio Transceiver with NTC R.S.L., 5 watts Power Output, including NiMH Battery Pack
10 units	Rapid/Quick Chargers (1hr Charging)
10 units	Spare Battery packs (Ni-MH)
20 units	Rain Coats
20 units	Rain Boots
10 units	.9mm Pistol with F.A. License, 16 rounder (2 magazines), 1000pcs. Ammo. and 1 Spare Magazine
6 units	Big Umbrella
6 units	Emergency Lights/Lanterns, LED Chargeable
6 units	High Power Search Light, LED Chargeable
6 units	Shotgun 12 Gauge with 400 pcs. Ammos with 1 spare magazine with F.A. License
3 units	Caution Tape (Color Yellow, 500 meters per roll)
2 units	First Aid Medical Kit (PNRC) Set A Prescribed Kit
2 units	Metal Detectors
5 units	Truncheons
5 units	Helmets
5 units	Shields
3 units	Under Chassis Mirror for Car inspection at the Main Gate
3 units	Reflectorized Vest
2 units	Bullhorn with Siren (Mega Phone)
1 unit	Motorcycle in good running condition and well-maintained 125 cc with sidecar and roof 10 liters fuel reserve (Roving Purposes)
1 unit	Steel Cabinet (4 layers) for Storage Security Equipment and Supplies
1 unit	Manual Typewriter
1 unit	VHF/UHF Radio Transceiver, Base Station with 15 amps. Power Supply, 4 Elements Variloop Antenna, 40 ft Mast with RG-8 Cable with NTC Radio Station License (Mobile Transceiver, 20-40 watts) Output (Region X Coverages)
1 unit	DSLR Professional Digital Camera 26.2 Mega Pixels with 1 spare 128 GB Memory Card
1 unit	Desktop Computer i-7 series, OS Windows 10 with colour inkjet printer, Internet Connection for sending and receiving security reports

Various	Office Supplies
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**Applicable items must be replaced once drained, became unserviceable, damaged, or broken*

SUMMARY OF SIGNAGES REQUIREMENTS*

Message	Specifications	DepEd Central Office	DepEd Taguig Warehouse	Baguio Teachers Camp	Bagabag Facility	NEAP	DepEd Nasuli	Total
OBSERVE CURFEW HOURS 10:00pm – 4:00am	Gauge 26 G.I Sheets 30"x30"X30" painted with Light Green, footing 2" Diameter G.I Pipes 50" in height with concrete Footing 20"x20"	1	-	2	-	-	-	3
PLEASE WEAR YOUR I.D.		1	-	-	-	-	-	1
PLEASE STOP FOR INSPECTION		2	1	2	1	-	1	7
SPEED LIMIT 10 kph		3	-	-	-	-	-	3
PLEASE PARK YOUR CAR PROPERLY		3	1	3	1	1	1	10
NO PARKING		6	1	5	1	1	1	15
PARK AT YOUR OWN RISK		1	-	-	-	-	-	1
HIGH VOLTAGE NO PARKING AREA		1	-	-	-	-	-	1
NO PARKING ON BOTH SIDES		2	1	2	1	1	1	8

STOP, FLAG CEREMONY IS GOING ON		1	-	-	-	-	-	1
CAUTION SLIPPERY WHEN WET	Gauge 26 G.I Sheets 16"X12" painted with Light Yellow, footing 1" Diameter G.I Pipes 30" in height with concrete Footing 12"X12"	2	1	2	1	1	1	8
RESERVED FOR PERSONS WITH DISABILITY	Gauge 26 G.I Sheets 30"x30"X30" painted with Light Green, footing 2" Diameter G.I Pipes 50" in height with concrete Footing 20"x20"	2	-	-	-	-	-	2
Grand Total:		25	5	16	5	4	5	60

**Applicable items must be replaced once drained, became unserviceable, damaged, or broken*

LIST AND TECHNICAL SPECIFICATION OF SIGNAGES REQUIREMENTS*

I. Department of Education Central Office

Quantity	Items
1 unit	OBSERVE CURFEW HOURS 10:00pm – 4:00am
1 unit	PLEASE WEAR YOUR I.D.
2 units	PLEASE STOP FOR INSPECTION
3 units	SPEED LIMIT 10 kph
3 units	PLEASE PARK YOUR CAR PROPERLY
6 units	NO PARKING
1 unit	PARK AT YOUR OWN RISK
1 unit	HIGH VOLTAGE NO PARKING AREA
2 units	NO PARKING ON BOTH SIDES
1 unit	STOP, FLAG CEREMONY IS GOING ON
2 units	CAUTION SLIPPERY WHEN WET
2 units	RESERVED FOR PERSONS WITH DISABILITY

**Applicable items must be replaced if became unserviceable, damaged, or broken*

II. DEPED WAREHOUSE FACILITY TAGUIG CITY

Quantity	Items
1 unit	PLEASE PARK YOUR CAR PROPERLY
1 unit	NO PARKING
1 unit	NO PARKING ON BOTH SIDES
1 unit	CAUTION SLIPPERY WHEN WET
1 unit	PLEASE STOP FOR INSPECTION

**Applicable items must be replaced if became unserviceable, damaged, or broken*

III. BAGUIO TEACHERS CAMP (BTC)

Quantity	Items
2 units	OBSERVE CURFEW HOURS 10:00pm – 4:00am
2 units	PLEASE STOP FOR INSPECTION
3 units	PLEASE PARK YOUR CAR PROPERLY
5 units	NO PARKING
2 units	NO PARKING ON BOTH SIDES
2 units	CAUTION SLIPPERY WHEN WET

**Applicable items must be replaced if became unserviceable, damaged, or broken*

IV. NATIONAL EDUCATORS ACADEMY OF THE PHILIPPINES (NEAP)

Quantity	Items
1 unit	PLEASE PARK YOUR CAR PROPERLY
1 unit	NO PARKING
1 unit	NO PARKING ON BOTH SIDES
1 unit	CAUTION SLIPPERY WHEN WET

**Applicable items must be replaced if became unserviceable, damaged, or broken*

V. DEPED BAGABAG NUEVA VIZCAYA FACILITY

Quantity	Items
1 unit	PLEASE PARK YOUR CAR PROPERLY
1 unit	NO PARKING
1 unit	NO PARKING ON BOTH SIDES
1 unit	CAUTION SLIPPERY WHEN WET
1 unit	PLEASE STOP FOR INSPECTION

**Applicable items must be replaced if became unserviceable, damaged, or broken*

VI. DEPED NASULI, MALAYBALAY CITY

Quantity	Items
1 unit	PLEASE PARK YOUR CAR PROPERLY
1 unit	NO PARKING
1 unit	NO PARKING ON BOTH SIDES
1 unit	CAUTION SLIPPERY WHEN WET
1 unit	PLEASE STOP FOR INSPECTION

**Applicable items must be replaced if became unserviceable, damaged, or broken*

Section VI. Schedule of Requirements

The Project Sites are **DepEd Central Office, DepEd Taguig City Baguio Teacher’s Camp and NEAP, DepEd Bagabag, Nueva Vizcaya**. The Project Duration is **Nine (9) months and Nine (9) days for Lot 1 and Eleven (11) months for Lot 2**.

Delivery of Service Period: a day after the receipt of Notice to Proceed (NTP) by the winning service provider or January 1, 2024, whichever comes earlier (provided the GAA is passed into law before January 1, 2024.

DEPLOYMENT FOR SECURITY GUARDS DEPED CENTRAL OFFICE

Posting Area	Day Shift (0600H-1800H)	Night Shift (1800H-0600H)	Total
Main Entrance Gate	5	5	10
Main Exit Gate	2	2	4
Emergency Exit – Javier St.	2	2	4
Rizal Building. Lobby	1	1	2
Rizal Building. Office of the Secretary	1	1	2
Rizal Building. Office of the Undersecretaries	1	1	2
Rizal Building. Office of the Assistant Secretaries	1	1	2
Bonifacio Building. Right Wing	1	1	2
Bonifacio Building Left Wing	1	1	2
Bonifacio Building Roving Guard 1	1	1	2
Mabini Building Right Wing	1	1	2
Mabini Building Left Wing	1	1	2
Mabini Building Roving Guard 2	1	1	2
Teodora Alonzo Building	1	1	2
Dormitory D	1	1	2
Dormitory E	1	1	2
Parking Lot A	1	1	2
Parking Lot B	1	1	2
Parking Lot C – Power House System Division	1	1	2

Motorpool Area	1	1	2
Amphitheater, Canteen	1	1	2
Kasipagan Lot Area	1	1	2
Command Post Area	1	1	2
Detachment Commander	1	-	1
Assistant Detachment Commander	-	1	1
Grand Total:			60

DEPED TAGUIG CITY

Posting Area	Day Shift (0600H-1800H)	Night Shift (1800H-0600H)	Total
In-Charge Day Shift	1	0	1
In-Charge Night Shift	0	1	1
Penta Capital	1	1	2
Aerotech Warehouse	1	1	2
Sign Media	1	1	2
NCP	1	1	2
Roving Guard-1	1	1	2
Roving Guard-2	1	1	2
Perimeter Guard-1	1	1	2
Perimeter Guard-2	1	1	2
Grand Total:			20

**DEPED BAGUIO TEACHERS CAMP (BTC) and NATIONAL
EDUCATORS ACADEMY OF THE PHILIPPINES**

Posting Area	Day Shift (0600H-1800H)	Night Shift (1800H-0600H)	Total
Detachment Commander	1	0	1
Assistant Detachment Commander	0	1	1
Leonard Wood Gate	2	2	4
South Drive Gate	2	2	4
Admin Building, Supply Building	2	2	4
Abada Hall, Cottage 201 to 212	2	2	4
Roxas Hall, Romulo Hall, Staff House	2	2	4
Benitez Hall, Textbook House	2	2	4
Hernandez Hall, Pages Hall, Quezon Hall	2	2	4
Quirino Hall, Magsaysay Hall	2	2	4
Recto Hall, Escoda Hall, Guesthouse 10	2	2	4
Roving Guard Area 1 & 2 (BTC Complex)	2	2	4
Executive Cottages, Supt. Quarters Main/Annex	2	2	4
Cottage 1 to 3, Cottage 101 to 107, BTC Museum	2	2	4
Albert Hall	1	1	2
NEAP	1	1	2
Guesthouse 4, 4A, 5 to 9, 11, 4B, 4C/D, and Overlooking Pedestrian Gate	3	3	6
Grand Total:			60

DEPED BAGABAG NUEVA VIZCAYA FACILITY

Posting Area	Day Shift (0600H-1800H)	Night Shift (1800H-0600H)	Total
In-Charge Day Shift	1	-	1
In-Charge Night Shift	-	1	1
Main Gate	2	2	4
Roving Guard 1 & 2	2	2	4
Perimeter I	1	1	2
Perimeter II	1	1	2
Perimeter III	1	1	2
Perimeter IV	1	1	2
Perimeter V	1	1	2
Grand Total:			20

Statement of Compliance

I/We have read and understood the requirements/scope of service/terms of reference and conditions stipulated herein and shall therefore comply to the conditions set forth in the Contract with respect to this **Section VI. Schedule of Requirements**, if our bid is considered for award.

Name and Signature of Bidder's Authorized Representative

***Section VII. Technical
Specifications/
Terms of
Reference***

Terms of Reference/Technical Specifications

See Annexes of Schedule of Requirements, Annex “A” for the Terms of Reference, Annex “C” for the Qualification Standards, Annex “D” for the Equipment Requirements, Annexes “E to E-5” for the List of Technical Specifications of Equipment Requirements, and Annex “G” for the List of Technical Specifications of Signages Requirements.

I hereby commit to provide the above specified requirements in compliance with the Technical Specifications for the Project: **Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher’s Camp, DepEd Bagabag, Nueva Vizcaya, DepEd Taguig, DepEd NEAP and DepEd Nasuli, Malaybalay, Bukidnon.**

Section IX. 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) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

See **Annex "D"** for the Price Schedule Form.

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

- (k) *[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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____
 Business Address : _____
 Contact No. : _____
 Email Address : _____

Name of Contract/ Project Cost	Owner's Name a. Address b. Telephone Nos.	Nature of Work	Bidder's Role		Date Awarded a. Date Started b. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								

Note: (In case of no ongoing contract, the bidder shall submit this duly signed form and indicate **“No ongoing contracts” or “None” or “Not Applicable (N/A)”** under the Column for Name of Contract (first column from left)

Submitted by: _____

Printed Name and Signature of Authorized Representative

Designation: _____

Date: _____

STATEMENT IDENTIFYING THE SINGLE LARGEST COMPLETED CONTRACT

Business Name : _____
Business Address : _____
Contact No. : _____
Email Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed d. Contract Performance certified by End User
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: The bidder shall be able to support this statement with:

- 1) Copy of End-User's Acceptance; 2) Official Receipts; and 3) Sales Invoice

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

Joint Venture Agreement Form

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.
- and -

_____, of legal age, (civil status), owner/proprietor of _____ and a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the hereunder stated project to be conducted by the (Name of the Procuring Entity).

NAME OF PROJECT	CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and _____ own the share and interest of _____ and _____ [indicate percentage of shares] respectively

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

SIGNED IN THE PRESENCE OF:

Witness

Witness

REPUBLIC OF THE PHILIPPINES) S.S.
PASIG CITY, METRO MANILA)

A C K N O W L E D G M E N T

BEFORE ME, a Notary Public in and for Pasig City, Metro Manila, Philippines, this _____ day of _____, 201_ personally appeared:

<u>NAME</u>	<u>GOVERNMENT-ISSUED IDENTIFICATION CARD</u>		
	<u>Number</u>	<u>Issued on</u>	<u>Issued at</u>
_____	_____	_____	_____
_____	_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a JOINT VENTURE AGREEMENT consisting of pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC
Until December 31, 20__

Doc. No. _____
Page No. _____
Book No. _____
Series of 20__

NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from date of bid submission.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

K = 15 regardless of contract duration

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped “RECEIVED” by the BIR or its duly accredited or authorized institution for the preceding year which should not be earlier than two (2) years from date of bid submission.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE: If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.



PROJECT: Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher’s Camp, DepEd Bagabag, Nueva Vizcaya, DepEd Taguig, DepEd NEAP and DepEd Nasuli, Malaybalay, Bukidnon.

CONTRACT NO.:

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____ 2023 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its _____, _____, as per Department Order No. ____, s. _____ (hereinafter referred to as “**DEPED**”); and _____ represented herein by its _____, _____, with office address at _____, Philippines (hereinafter referred to as “_____”), as per Secretary’s Certificate dated _____ (hereto attached as Annex “A”).

DEPED and _____ are collectively called “**PARTIES.**”

WHEREAS, DEPED invited bids for the **Procurement of Security Services for DepEd Central Office, DepEd Baguio Teacher’s Camp, DepEd Bagabag, Nueva Vizcaya, DepEd Taguig, DepEd NEAP and DepEd Nasuli, Malaybalay, Bukidnon** with contract duration of **Nine (9) months and Nine (9) days for Lot 1 and Eleven (11) months for Lot 2**, consisting of **two (2) lots**, and received bids from ____ () bidders for Lot No. __; **DEPED** opened, read, and evaluated the bids of the ____ () bidders and declared _____ as having the lowest calculated bid for Lot No. __; after evaluation, **DEPED** post-qualified and declared the bid of _____ as the lowest calculated responsive bid for Lot No. __ in the sum of **PHILIPPINE PESOS _____ MILLION, _____ THOUSAND, _____ and 00/100 (Php _____) ONLY**, (hereinafter called the “Contract Price”) detailed as follows:

Lot No.	Description	Quantity	Approved Budget for the Contract (ABC) In Php

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

- In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBD);
 - a. Invitation to Bid;
 - b. Instruction to Bidders;
 - c. Bid Data Sheet;
 - d. Technical Specifications;
 - e. General and Special Conditions of the Contract;
 - f. Schedule of Requirements; and
 - g. Bid Bulletin No. 1 dated _____.
 - ii. _____'s bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Performance Security;
 - iv. Notice of Award of Contract and _____'s conforme thereto; and
 - v. Other contract documents required by existing laws and/or **DEPED** in the PBD. _____ agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.
3. _____ shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that _____ is in default of any of its obligation under this contract. _____ shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.
4. The goods shall be delivered within _____ **CALENDAR DAYS** from receipt of the Notice to Proceed or as may be indicated in the Notice to Proceed. Risk and title to the goods shall not be deemed to have passed to **DEPED** until its receipt and final acceptance at the delivery site (_____).
5. **DEPED** shall have the right to inspect and test or cause the testing of the goods covered by the Contract, at any time or stage of contract implementation.
6. Pre-delivery and Pre-implementation Conference shall be conducted prior to the inspection of goods by the designated DepEd Inspectorate Team.
7. Prior to and for purposes of inspection, _____ shall ensure convenient access to the goods for inspection. _____ shall assign personnel to undertake the handling, unpacking, assembly, commissioning, disassembly, repacking, resealing and sorting of the goods prior to, during and after the inspection.
8. The goods shall be inspected by the designated DepEd Inspectorate Team. A turnaround period of not more than _____ () **WORKING DAYS** from the

time of the receipt of the request for Pre-Delivery Inspection shall be given to **DEPED** to schedule the inspection.

9. The goods should conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, or as amended by subsequently issued Bid Bulletin, if any, and must be in accordance with the final technical specifications as approved by the Bids and Awards Committee based on the samples submitted by _____, and reflected in the post-qualification report, which is hereto attached as Annex "B" and made an integral part hereof.

Any proposal by _____ to deliver goods of different technical specifications, in lieu of those of the approved bids or samples, shall not be allowed. However, under justifiable circumstances, delivery of goods of equivalent, higher or superior technical specifications may be permitted, subject to the evaluation and favorable recommendation of the **DEPED's** end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by _____ for substitution shall be in writing and shall not result in any additional cost or undue burden to **DEPED**.

10. Goods with defects or non-compliant with the required technical specifications upon delivery shall be rejected orally or in writing by **DEPED** and replaced by _____ in accordance with the warranty provisions in the bidding documents. The replacement goods for this reason shall be subject to re-inspection.
11. _____ shall deliver the goods to the delivery site (**Schools Division Offices**). Goods delivered to sites other than the designated delivery site without **DEPED's** written authorization and/or approval may be rejected by the latter. Violation of this provision, based on documents and reports submitted and validated by the authorized receiving personnel, may be a cause for the termination of the Contract.
12. In case _____ encounters condition(s) impeding timely delivery of the goods, _____ shall promptly notify **DEPED** in writing within **five (5) calendar days** from notice of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such request have become apparent. _____ must provide sufficient proof to support any request for work suspension and/or contract period extension.
13. The Contract Price shall be paid to _____ in accordance with the following disbursement procedures:
 - 13.1. _____ may submit a request for payment based on the following: (i) cumulative quantities of goods delivered based on the schedule of deliveries and other relevant terms and conditions of the Contract, (ii) duly signed Delivery Receipts, and (iii) Inspection and Acceptance Reports (IARs), including certification by _____, duly signed and dated by the authorized representative of the **DEPED** indicating that the goods have been delivered in accordance with the Contract. Other documents in support of a request for payment may be prescribed by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.
 - 13.2. Payment shall be made to _____ within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED**, in the following manner:

13.2.1. _____ percent (___%) of the Contract Price shall be paid to _____ upon completion of printing, packaging, labeling of primers, and delivery and acceptance of the goods by **DEPED**'s authorized representative;

13.2.2. Payment shall also constitute release of the retention money in case of expiry of the warranty period or the remaining amount in case it has been utilized pursuant to the warranty provision;

14. Payments shall be subject to the "Warranty" provision in the form of either retention money in an amount equivalent to three percent (3%) the payment, or a special bank guarantee in the amount equal to three percent (3%) of the Contract Price as provided under Section 62.1 of R.A. 9184 and its Revised IRR.

14.1. The warranty period of three (3) months shall reckon from the date of issuance of Certificate of Final Acceptance by **DEPED**.

15. _____ shall be liable for liquidated damages for the delay in delivery of goods in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery, for every day of delay until such goods are finally delivered to and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to _____, or collect from any of the securities or warranties posted by _____, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

16. _____ and its employees, as agents of **DEPED**, shall uphold strict confidentiality of any information relating to this Contract. _____ shall hold Proprietary Information in strict confidence. _____ agrees not to reproduce, transcribe or disclose Proprietary Information to third parties without prior written approval of **DEPED**.

17. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to R.A. No. 9285, or the "Alternative Dispute Resolution Act of 2004," and its Implementing Rules and Regulations.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

Department of Education

SIGNED IN THE PRESENCE OF:

DEPED's Witness

_____ 's *Witness*

CERTIFIED FUNDS AVAILABLE:

Chief Accountant

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____, Philippines, this
____ day of _____ 2023 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

Department of Education

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of six (6) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2023.

NOTARY PUBLIC

Bid Security (Bank Guarantee) Form

WHEREAS, *[insert name of Bidder]* (hereinafter called the "Bidder") has submitted its bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the "Bank" are bound unto the *DEPARTMENT OF EDUCATION Central Office*, (hereinafter called the "Entity"), in the sum of *[insert amount]* for which payment well and truly to be made to the said Entity the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of said Bank this ___ day of _____ 201_.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
 - (b) does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by the Entity is due to the Entity owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date *[insert days]* days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

WITNESS _____
(Signature, Name and Address)

SIGNATURE OF THE BANK _____

SEAL _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with the law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

Jurat

[Format shall be based on the latest Rules on Notarial Practice]

Performance Security (Bank Guarantee) Form

To : The Secretary
Department of Education
DepEd Complex, Meralco Avenue
Pasig City

Attention: The Chairperson
Bids and Awards Committee

WHEREAS, [insert name and address of Supplier] (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. [insert number] dated [insert date] to execute [insert name of contract and brief description] (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [insert amount of guarantee] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [insert amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

DATE _____

FINANCIAL BID FORM

Date: _____
Project N^o: _____

The Secretary
Department of Education
DepEd Complex, Central Office
Meralco Avenue, Pasig City

Attention: The Chairperson
Bids and Awards Committee

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words (and figures)]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for ITB Clause 17.1 and 18.2, respectively, and it shall remain binding upon us and may be accepted at any time before the expiration of that bid validity period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

We, further, confirm that, for purposes of this bid, and if such Bid is accepted, the address stated below shall be the Supplier's official address and contact numbers, as reflected in the *(state proof of billing e.g. PhilGEPS Certificate, Mayor's Permit, SEC, Tax Clearance)*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20_____.

[signature over printed name of
Authorized Representative]

[in the capacity of _____]
(designation of Authorized Representative)

Duly authorized to sign Bid for and on behalf of _____
[Registered Company/Business Name of the Bidder]

Address : _____

Telephone No : _____

Telefax: _____

Email address : _____

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To: **Department of Education**
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

SEALING AND MARKING OF BIDS

GOODS AND SERVICES

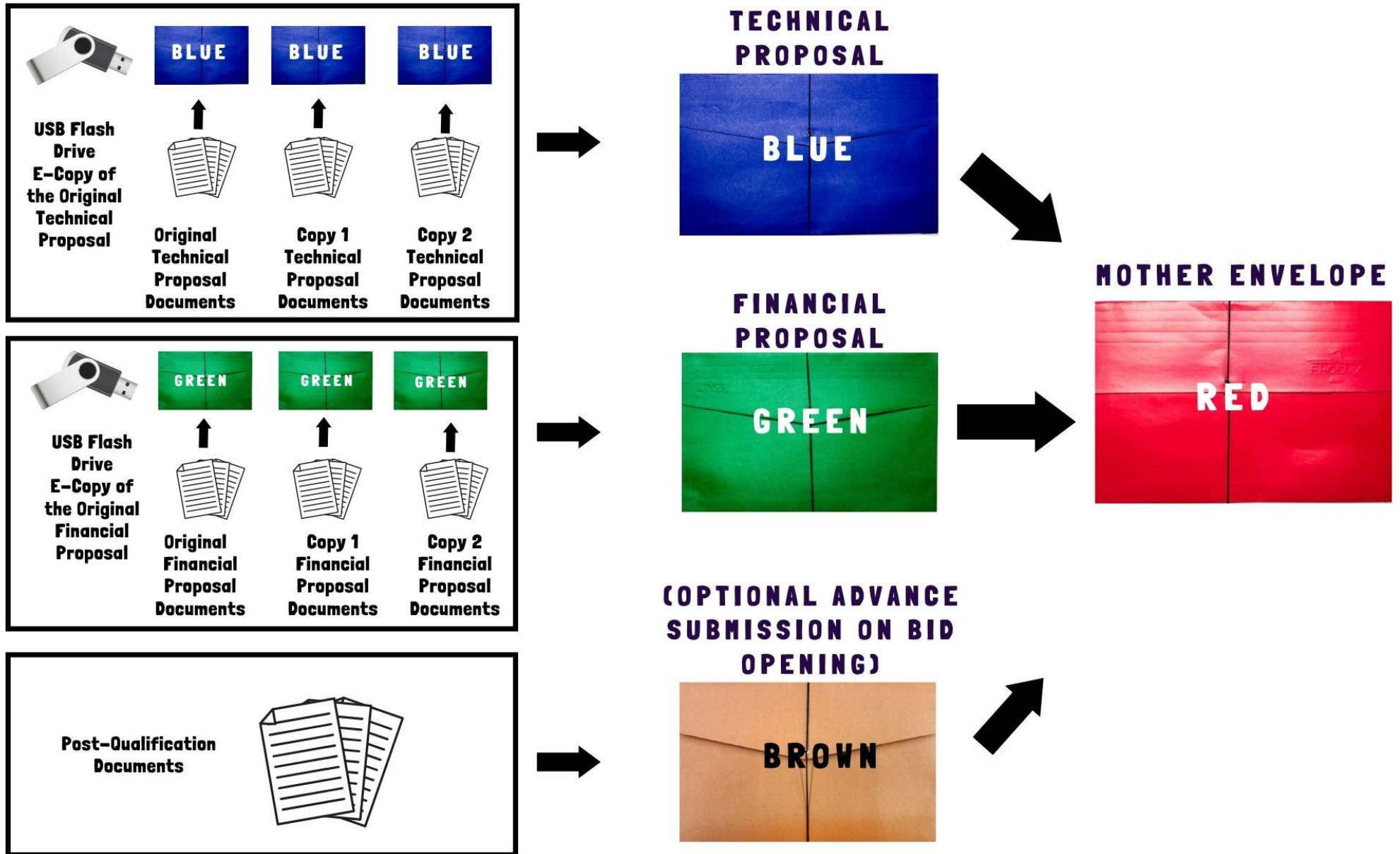


Illustration 1

ORIGINAL / COPY NO. ____

[BIDDER'S COMPANY NAME]

[COMPANY'S OFFICE ADDRESS] PUBLIC BIDDING:

[PROJECT TITLE]:

BIDDING FOR [no.] _____ : [item description] (if applicable)

THE CHAIRPERSON BIDS AND AWARDS COMMITTEE
DEPARTMENT OF EDUCATION CENTRAL OFFICE
[VENUE OF BID OPENING]

DO NOT OPEN BEFORE [TIME AND DATE OF BID OPENING]

Republic of the Philippines



Government Procurement Policy Board