

# **PHILIPPINE BIDDING DOCUMENTS**

**Provision of SECURITY SERVICES in the  
LRA Central Office and its Registries of  
Deeds Nationwide**  
(Project Identification Number – **LRA BAC-PGSM-2021-04**)

Government of the Republic of the Philippines

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# *Section I. Invitation to Bid*

## **Invitation to Bid**

### **For the Provision of Security Services in the LRA Central Office and its Registries of Deeds nationwide**

1. The Land Registration Authority (LRA), through the authorized appropriations under the FY 2021 National Expenditure Program (NEP) intends to apply the sum of **Four Million Five Hundred Forty-Nine Thousand Eight Hundred Twenty-Six Pesos (Php 4,549,826.00) per month or Forty Five Million Four Hundred Ninety-Eight Thousand Two Hundred Sixty Pesos (Php 45,498,260.00) for ten (10) months**, being the Approved Budget for the Contract (ABC), subject to the approval of the General Appropriations Act for FY 2021, to payments for the **Provision of Security Services in the LRA Central Office, East Avenue corner NIA Road, Diliman, Quezon City and its Registries of Deeds nationwide**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Land Registration Authority (LRA), is conducting this procurement through the Early Procurement Activity (EPA) for FY 2021 to ensure the timely delivery of goods, implementation of infrastructure projects and rendition of consultancy services, consistent with the GPPB Resolution No. 14-2019 dated July 17, 2019. EPA shall refer to the conduct of procurement activities, from posting of the procurement opportunity, if required, until recommendation of the Bids and Awards Committee (BAC) to the HoPE as to the award of the contract, for goods to be delivered, infrastructure projects to be implemented and consulting services to be rendered in the following fiscal year (i.e. FY 2021), pending approval of their respective funding sources.

The bidders, therefore, are herewith informed of the following:

- a. Interested bidders are invited/requested to submit their bid proposals based on indicative budget (i.e. subject to final approval) through this invitation to Bid, together with the bidding documents;
  - b. The Land Registration Authority (LRA) will evaluate the bid proposal and determine the winning bidder. The financial bid proposal of the winning bidder will be contract price/amount which is considered **fixed price**. However, the Notice of Award (NOA) will only be issued upon the approval of the budget.
  - c. Would there be a delay in the award as affected by the possible delay in the budget approval, the bid validity as specified in the bidding documents (which is a maximum of 120 calendars days), the winning bidder may be requested to extend the bid validity accordingly (that is, changing the expiration of the original bid security). In case of the bidder's refusal to extend the bid validity, the bid submitted by said bidder will be rejected.
2. The Land Registration Authority (LRA) now invites bids for the **Provision of Security Services in the LRA Central Office and its Registries of Deeds nationwide**. The expected contract duration is from **March 01, 2021 to December 31, 2021**, renewable for one (1) year or until a new contract has been entered, subject to availability of funds. Bidders should have

completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. (Instruction to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnership, 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 5183.

4. Prospective bidders may obtain further information from the LRA-Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents on the websites of the LRA and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 27, 2020 to December 18, 2020, 9:00 a.m.**, (an hour before bid opening) from the given address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Two Thousand Seven Hundred Fifty Pesos (Php 22,750.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person or through electronic means.
6. The Land Registration Authority will hold a **Pre-Bid Conference on December 4, 2020, 10:00 a.m.** which shall be open to prospective bidders. To reduce the risk and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via video conferencing (**link: [meet.google.com/oif-ioth-qmw](https://meet.google.com/oif-ioth-qmw)**) until further notice, or until such time that the state of calamity or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 18, 2020, 09:00 a.m.**, an hour before the opening of bids.
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 18, 2020, 10:00 a.m.** via (**link: [meet.google.com/nyy-ykvh-rix](https://meet.google.com/nyy-ykvh-rix)**). Authorized attendees, including representatives of bidders shall join the meeting via videoconferencing. **Late bids shall not be accepted.**
10. The **Land Registration Authority** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

**JAM C. DIAMSE**  
*BAC-PGSM Secretariat Member*  
*Room 316, Ordinary Decree Section*  
*LRA, East Avenue corner NIA Road, Diliman, Quezon City*  
*Telephone No: (8)921-5550 / Cel. No: (0968)2249111*  
*Email address: [jam.diamse@lra.gov.ph](mailto:jam.diamse@lra.gov.ph)*

12. You may visit the following websites:

For downloading of Bidding Documents: PhilGEPs website and LRA website.

November 26, 2020.

**JOEL MARI MARTIN M. BIGORNIA**

Vice-Chairman

*LRA Bids and Awards Committee on*

*Procurement of Goods, Supplies & Materials*

*East Avenue corner NIA Road, Diliman, Quezon City*



## ***Section II. Instruction to Bidders***

### **1. Scope of Bid**

The Procuring Entity, Land Registration Authority, wishes to receive Bids for the **Provision of Security Services in the LRA Central Office and its Registries of Deeds nationwide**, with identification number LRA BAC-PGSM-2021-04.

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

### **2. Funding Information**

2.1 The GOP through the source of findings as indicated below for *Fiscal Year 2021* in the amount of **Four Million Five Hundred Forty-Nine Thousand Eight Hundred Twenty-Six Pesos (Php 4,549,826.00) per month or Forty Five Million Four Hundred Ninety-Eight Thousand Two Hundred Sixty Pesos (Php 45,498,260.00) for ten (10) months.**

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

### **3. Bidding Requirements**

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

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

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

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

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

### **5. Eligible Bidders**

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

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

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

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

**For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

7.1.b. The Procuring Entity has prescribed that: *Subcontracting is not allowed.*

## **8. Pre-Bid Conference**

The Land Registration Authority will hold a pre-bid conference for this Project **December 4, 2020 at 10:00 A.M.** To reduce the risk and hazards of community transmission of COVID-19, the BAC shall conduct meetings and conferences via video conferencing (**link: [meet.google.com/oif-ioth-qmw](https://meet.google.com/oif-ioth-qmw)**) until further notice, or until such time that the state of calamity or implementation of community quarantine or similar government restrictions shall have been lifted by the proper government authorities.

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

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

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

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

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

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

## **12. Bid Prices**

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

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

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

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **April 17, 2021**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

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

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

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

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the

**BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows: ***One Project having several items that shall be awarded as one contract.***

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

## **20. Post-Qualification**

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

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

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

## *Section III. Bid Data Sheet*

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>1. similar contracts shall refer to the <b>Provision of Security Services</b></li> <li>2. completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	<b><i>Subcontracting is not allowed.</i></b>
12	Not applicable.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>1. The amount of not less than <b>Nine Hundred Nine Thousand Nine Hundred Sixty-Five Pesos and 50/100 (<u>Php 909,965.50</u>) (2% of ABC)</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>2. The amount of not less than <b>Two Million Two Hundred Seventy-Four Thousand Nine Hundred Thirteen Pesos (<u>Php 2,274,913.00</u>) (5% of ABC)</b> if bid security is in Surety Bond.</li> </ol>
19.3	<p>One (1) Lot – Provision of Security Services in the LRA Central Office and its Registries of Deeds nationwide.            Number of Security Guards - 163            The ABC is Four Million Five Hundred Forty-Nine Thousand Eight Hundred Twenty-Six Pesos (Php 4,549,826.00) per month or Forty Five Million Four Hundred Ninety-Eight Thousand Two Hundred Sixty Pesos (Php 45,498,260.00) for ten (10) months.</p>
20.2	<p><b>Other appropriate licenses/documents relevant to the Project:</b></p> <ol style="list-style-type: none"> <li>a.) Must have a valid and current regular (Not Provisional) License to Operate (LTO) a Private Security Agency issued by the PNP-Supervisory Office for Security and Investigation Agencies (SOSIA); (Original or Certified True Copy)</li> <li>b.) Location sketch of establishment</li> <li>c.) Organizational Chart</li> </ol> <p>The bidder with the Lowest Calculated Bid shall submit <b>ALL</b> of the following post-qualification requirements:</p> <ol style="list-style-type: none"> <li>1. Photocopies of Contracts or Purchase Orders of one of the following:           <ol style="list-style-type: none"> <li>i. a single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; OR</li> <li>ii. (a) at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC to be bid; and (b) the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required</li> </ol> </li> </ol>

	<p style="text-align: center;">above.</p> <ol style="list-style-type: none"> <li>2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> <li>i. Certificate of Final Acceptance/Completion from the bidder's client; or</li> <li>ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract.</li> </ol> </li> <li>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of 2019 Income Tax Return with proof of payment.</li> </ol> <p>* Failure to submit copies of the Contracts or Purchase Orders with proof of completion is a valid ground for disqualification of the bidder.</p> <p>**In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</p>
21.2	<p><i>Other document/certificates required by LRA:</i></p> <ul style="list-style-type: none"> <li>• Certificate of Membership and at least 3 months of latest contributions to the following: <ol style="list-style-type: none"> <li>a. SSS</li> <li>b. Philhealth</li> <li>c. PAG-IBIG</li> </ol> </li> </ul> <p>(<b>September, October and November 2020</b> official receipts of the above contributions shall be attached on the last page of the financial component; however, the corresponding alpha lists of the employees' contribution shall be made available during the post qualification).</p>

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

### **1. Scope of Contract**

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

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

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

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

2.1. Advance payment of the contract amount is provided under Annex “D” of the 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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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



## **5. Warranty**

- 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*

<i>GCC Clause</i>	
<i>1</i>	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered at <b>LRA Central Office and its Registries of Deeds nationwide</b> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>LRA General Services Division</b>.</p> <p><b>Incidental Services -</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts -</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations</li> </ul>

under this Contract; and

b. in the event of termination of production of the spare parts:

i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of one (1) year.

Spare parts or components shall be supplied as promptly as possible, but in any case, within fifteen (15) days of placing the order.

**Packaging-**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or

	<p>DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<b>Partial Payment is not allowed.</b>
4	The inspections and tests that will be conducted are: Physical inspection of personnel and required materials, supplies and equipment.

## *Section VI. Schedule of Requirements*

<i>Item Number</i>	<i>Description</i>	<i>Quantity</i>	<i>Total</i>	<i>Delivered, Days/Weekly/Months</i>
<i>1</i>	<p><b><i>Frequency of Operations - Security Personnel</i></b></p> <p>For Central Office, the Agency shall provide a 24-hours security coverage with (12) hours duty per guard per day, seven (7) days a week including Saturdays, Sundays and legal holidays.</p> <p>For Registries of Deeds with two (2) or more security guards; the Agency shall provide a 24-hours security coverage with (12) hours duty per guard per day, seven (7) days a week including Saturdays, Sundays and legal holidays.</p> <p>For Registries of Deeds with only one (1) security guard, he shall render eight (8) hours duty per day, five(5) days a week from Monday to Friday, except for the guard who will be assigned to RD Batac, Ilocos Norte and South Cotabato, who will render 12 hours duty per day (6:00pm to 6:00am), seven (7) days a week including Saturdays, Sundays and legal holidays.</p>		<i>163</i>	<i>The duration of the contract is from March 01, 2021 to December 31, 2021</i>

## NOTES:

### 1.) The basis for the standard computation of Manpower Cost for those regions/areas requiring 5 days worked per week are the following:

- a.) No. of days per year = 261
- b.) Average Pay per Month = Daily Wage x 261 ÷ 12
- c.) Night Differential Pay – not applicable, working time is from 8am-5pm only.
- d.) 13<sup>th</sup> Month Pay = Daily Wage x 245 ÷ 12 ÷ 12 (As pattern to PADPAO Rate issued to NCR effective July 1, 2010)
- e.) 5 days incentive pay=(Daily Wage + Daily COLA) x 5days ÷ 12
- f.) Uniform Allowance = P100.00
- g.) Average COLA per Month = Daily COLA x 273 ÷ 12
- h.) Retirement Benefit = Daily Wage x 22.5 ÷ 12
- i.) SSS Premium = In compliance with the latest SSS Contribution Table for CY 2019, where the amount to be contributed as premium is based on the Range of Compensation, which is the total remunerations or wages including overtime pay, allowances, bonuses and other gratuity that are integrated into the basic pay, EXCEPT the 13<sup>th</sup> Month Pay, which is expressed in the provision of the IRR of PD No. 851 and in the Revised Guidelines in Implementing the 13<sup>th</sup> Month Law.
- j.) PhilHealth = The monthly premium contributions shall be at the rate of 3.50% computed straight based on the monthly basic salary, with a **salary floor of P10,000** and a **ceiling of P70,000**, to be **equally shared by the employees and employer**.
- k.) State Insurance Fund = P10.00 for compensation of less than P14,750.00 and P30.00 for compensation of P14,750.00 and above.
- l.) Pag-ibig Contribution = P100.00

### 2.) The basis for the standard computation of Manpower Cost for security guards rendering 7 days work per week is the PADPAO Standard Cost Distribution per month per region.

## *Section VII. Technical Specifications*

<i>Item</i>	<i>Specifications</i>	<i>Statement of Compliance</i>
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	<p><b>Minimum Requirements:</b></p> <p><b>A. SERVICES</b></p> <p>1.) One (1) Security Supervisor with communication equipment to handle Security concerns.</p> <p>2.) Conducts daily general security survey of the posts/areas being guarded.</p>	
2	<p><b>B. EQUIPMENT / FACILITIES / UNIFORMS</b></p> <p>1.) All security guards shall report in proper uniform with the Company ID worn at all times, with head gears, complete paraphernalia and the prescribed equipment as indicated below.</p> <p>2.) It is also compulsory that they carry with them while on duty all the necessary documents such as duty detail order from the company, guards’ license and copy of firearms license.</p> <p>3.) All guards shall be equipped by the Security Agency with duly licensed firearms, ammunitions, nightstick, flashlight, whistle and other metal paraphernalia deemed necessary in the effective implementation of security policies, rules and regulations.</p>	

	<p>4.) The Security Agency shall deploy the following security equipment/facilities to maintain the quality of service and efficiency of its security personnel.</p> <p>4a.) FIREARMS - Firearms to be deployed at the LRA premises shall be 9 mm caliber pistol and 12 gauge shotguns with sufficient and quality ammunitions as well as reserve ammunitions. All firearms shall be licensed by PNP and in the name of the company and are ready for immediate deployment. The Security Agency shall provide each security guard with a 9mm caliber pistol with extra magazine and adequate number of 12 gauge shotguns. It shall also ensure that said firearms are in safe and excellent condition at all times.</p> <p>4b.) METAL DETECTORS - The Security Agency shall provide a minimum of three metal detectors for the LRA Central Office and one for each Registry of Deeds.</p> <p>4c.) OTHERS - The following equipment shall be deployed by the Security Agency to the Central Office &amp; Registries of Deeds <b>FREE OF CHARGE</b>.</p> <ul style="list-style-type: none"> <li>• First Aid kits</li> <li>• Flashlight for every post</li> <li>• Megaphone</li> <li>• Two-way radio</li> <li>• Inspection Mirror</li> <li>• Bomb Sniffing Dog</li> </ul>	
3	<p><b>C. QUALIFICATIONS FOR SECURITY GUARDS</b></p> <ol style="list-style-type: none"> <li>1. Must be Filipino citizen;</li> <li>2. Must be at least a high school graduate;</li> <li>3. Of good moral character and reputation, courteous, alert and has never been convicted of any crime;</li> <li>4. Physically and mentally fit (medical certificate attached);</li> <li>5. Not less than twenty-one (21) years old nor more than fifty (50) years of age;</li> <li>6. At least 5'4" tall for male and 5' ft. for female;</li> <li>7. Duly licensed and properly screened and cleared by the PNP/SOSIA and other government offices issuing clearance for employment;</li> <li>8. In proper uniform and armed with a licensed 9mm caliber pistol or a licensed rifle/shotgun with sufficient ammunitions at all times during his tour of duty;</li> <li>9. Possesses the required license as security guards</li> </ol>	



	(i.e. Security Officer license for commander and officers)	
	10. In possession of such other qualifications required by Republic Act No. 5487, as amended.	
4	<p><b>D. SECURITY MANAGEMENT PLAN</b></p> <p><b>I. OBJECTIVES</b></p> <ol style="list-style-type: none"> <li>1. To undertake measures for the total protection of LRA officials and employees from harassment, threat or intimidation;</li> <li>2. To undertake protective measures of LRA properties against theft, robbery, arson and destruction, sabotage, pilferage and any other unlawful acts;</li> <li>3. To ensure the safety and protection of LRA guests/visitors/customers/clients;</li> <li>4. To undertake preventive measures for the entry of unauthorized individuals within LRA premises;</li> <li>5. To undertake other security operations such as traffic/crowd control and respond to emergencies (man-made or natural);</li> <li>6. To enforce existing LRA security rules and regulations on personnel;</li> <li>7. To perform such other operations that is deemed necessary by LRA management.</li> </ol> <p><b>II. OPERATING POLICIES AND PROCEDURES (DETAILED CONCEPT OF OPERATIONS)</b></p> <p><b>1. CHECK ENTRY OF VISITORS</b></p> <ol style="list-style-type: none"> <li>1. To screen visitors with utmost courtesy and guide them;</li> <li>2. Upon entry, the guard shall require visitors to sign/log in the visitor's logbook indicating their name, address, purpose, time in and out, and signature.</li> <li>3. To issue a visitor's pass in exchange of a current and valid identification card or residence certificate.</li> <li>4. To advise all visitors to pin their visitor's pass inside the premises/building.</li> <li>5. To strictly prohibit individuals or groups from loitering in the lobbies or in building entrances.</li> <li>6. To inspect by the use of metal detectors all bags and parcels and frisking of all persons entering the premises to ensure that no deadly weapons, explosives, contraband items, prohibited drugs</li> </ol>	

	<p>and other harmful substances are brought inside the building.</p> <ol style="list-style-type: none"> <li>7. To require individuals possessing firearm/s to leave/deposit the firearm/s to the security guard after issuing a deposit slip.</li> <li>8. To turn over to the nearest police station individuals found in possession of deadly weapon and other harmful materials/substances.</li> </ol> <p><b>2. CHECK ENTRY OF LRA PERSONNEL</b></p> <ol style="list-style-type: none"> <li>1. To operate and enforce the system of personnel identification.</li> <li>2. To maintain a separate logbook for office personnel with the same entries as that of visitors.</li> <li>3. Employees, shall upon entry within the building, be required to wear and/or pin their ID cards and shall remain displayed on the chest until they leave the premises.</li> <li>4. Employees not in proper uniform, unless for valid reason, shall not be allowed entry in the premises.</li> <li>5. To warn and advise personnel with lost ID cards to secure company ID from the Human Resource and Development Division of LRA. Such system will enable the guards to determine/distinguish employees from ‘fixers’ and from other visitors within the area.</li> <li>6. To strictly implement the “NO ID – NO ENTRY” system.</li> </ol> <p><b>3. CHECK ENTRY OF VENDORS</b></p> <ol style="list-style-type: none"> <li>1. To prohibit the entry of vendors without written authority to transact business within the building/compound.</li> <li>2. To record the time in and out of the vendors allowed to enter the premises. They shall be required to sign/log in the visitor’s logbook indicating also their name, address, purpose and signature.</li> <li>3. To issue a visitor’s pass in exchange of a current and valid identification card or residence certificate.</li> </ol> <p><b>4. CHECK ENTRY OF SERVICE PROVIDERS</b></p> <ol style="list-style-type: none"> <li>1. To monitor the entry of our service providers (janitors, repairmen et. al.) in the LRA Central Office and Registry buildings.</li> <li>2. To require them to present their authority (i.e. request of the agency for repair, etc.) and if there</li> </ol>	
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is, verify its veracity with the issuing person.

3. To require them, upon entry, to sign/log in the visitor's logbook.
4. To issue a visitor's pass in exchange of a current and valid identification card or residence certificate.

### **5. OTHER SECURITY OPERATIONS**

1. To apprehend any person attempting or gaining unauthorized access to restricted areas (particularly the vault) of the Central Office and Registry office and those committing unlawful acts.
2. To respond to protective alarm signal and to any call of emergency.
3. To conduct inspection of the building after office hours and to switch off all electrical equipment left unplugged by employees.
4. To politely guide, check and observe situations of visitors within the area.
5. To check and prevent unauthorized person loitering in corridors without official business/transactions.
6. To submit reports of any unusual incidents committed within the area of responsibility.
7. To inspect if all LRA properties being brought out of the building are covered by a property pass slip issued by the Registrars of Deeds or his/her Deputy RD or any authorized personnel to issue the same.

### **III. EMERGENCY PLAN**

During disasters, whether manmade or as a result of force majeure, security personnel are also enjoined to act.

Winning bidder must submit contingency plan/concept of operations.

#### **A. FIRE**

1. Detailed fire plan including evacuation area and indicate 1<sup>st</sup> priority (Red), 2<sup>nd</sup> priority (Blue), 3<sup>rd</sup> priority (White);
2. Include list of fire fighting equipments locator.
3. In case of fire, guard shall first determine the cause of fire. After determining, he shall use fire extinguisher by remembering the word "PASS."

P – ull the pin; A – im the nozzle; S – queeze and  
S – weep to the face of the fire until it is totally covered.

4. The guard shall immediately sound the alarm if fire cannot be stopped.
5. Call the nearest fire department.
6. All emergency exits shall be opened.
7. Secure the entrance and exit doors by not allowing anyone to enter the building except those authorized.
8. Record if possible, the event of fire as to the cause of smoke, speed of fire, and its origin. This will help fire investigators in resolving the case.

#### **B. TYPHOONS**

1. Observe the premises and detect possible danger from falling branches or any harmful object coming from a higher ground.
2. Check electrical wirings/plugs that can be reached by water and inform RD personnel to switch-off the power line.
3. Assist to the best of his ability to protect and evacuate RD personnel to a safer place.
4. Send the personnel hurt in the course of the quake to a nearest clinic/hospital.
5. Prepare a Report on damages of properties as well as injured persons to the Head of Agency.

#### **C. EARTHQUAKES**

1. Help instruct employees and other persons within the premises to remain calm and avoid panic, to stay away from electrical cables and wires and for them to stay under the tables if the situation calls for it.
2. Assist to the best of his ability to protect and evacuate employees and other persons to a safer place.
3. Send the personnel hurt in the course of the quake to a nearest clinic or hospital.
4. Prepare a Report on damages of properties as well as injured personnel to the Head of Agency.

#### **D. BOMB THREAT (PREVENTIVE COURSE OF ACTION OR MEASURES)**

1. In case of bomb threat, security personnel shall coordinate with the local law enforcement authorities.

2. Initiate for the evacuation of the employees and other persons to a safer place.
3. Tighten security measures.
4. Conduct an immediate search of the area.
5. If bomb is positively found, never touch it; instead, cordon the area.

**E. INCIDENCE OF THEFT/ROBBERY CASES**

1. Security personnel, upon receipt of the complaint for loss of properties, will immediately proceed to the scene of the crime.
2. Never touch anything so as to preserve traces of evidence.
3. Make a list of personnel present during the discovery of the loss.
4. Prepare incident report and coordinate with the Chief of General Service Division for Central Office and Registrar of Deeds or his Deputy for Registry of Deeds for the conduct of a parallel investigation of the case.

**F. GUIDELINES IN THE IMPLEMENTATION OF COVID-19 HEALTH AND SAFETY PROTOCOLS**

**I. Observe proper Physical/Social Distancing:**

- a. Observe *"No Contact" Policy* by encouraging officials and employees to practice "No hugs", "No hand shake", and a minimum distance of at least one (1) meter shall be observed at all times both inside and outside the workplace, including hallways, stairs, gates, pathwalks.
- b. Proper markings for entrance and exit, for going up and going down shall be placed. if one (1) meter physical distancing cannot be met in the gates or stairs, one (1) gate can be used as entrance and one (1) gate as exit. Likewise, one (1) stairway can be used for going up and one (1) stairway for going down, in the LRA compound, if possible, a separate entrance and exit shall be allowed for LRA employees, RD QC employees and clients/visitors.

**II. Health and Safety Protocols must be observed in the workplace:**

- a. The Security Guards assigned at the

	<p>entrance of the office/building shall be provided with Hand sanitizers, face shield, disposable surgical gloves, and Infrared Thermometer;</p> <p>b. Regular calibration and checking of batteries for Infrared thermometers shall be done prior to opening hours of the office;</p> <p>c. Only the person with actual transaction/business shall be allowed to enter the office premises. Clients who are accompanied by persons below 21 years old, senior citizens, and pregnant women, will not be allowed to enter the premises unless their presence is necessary to accomplish their transaction;</p> <p>d. Security guards shall be Instructed to roam every now and then to remind the client/stakeholders/officers/employees in a respectful manner to maintain social distancing;</p> <p><b>III. Prior to entrance in the workplace/office/building:</b></p> <p>a. All officers, employees, stakeholders, clients entering shall be required to fill up a COVID-19 Declaration Form provided by the Security Guard assigned on a daily basis which shall then be forwarded to the General Services Division (GSD) in the Central Office or the authorized personnel in the registry of deeds at the end of each day. The accomplished forms shall be kept and filed by date and alphabetically arranged for contact tracing purposes. Ensure that all contact details like address, contact no. and email address are inputted in the entry module of the PHILARIS or any existing application.</p> <p>b. Upon entry, the Security Guard assigned shall take the temperature of the officer, employee, stakeholder entering the office and spray the hands with sanitizers/alcohol.</p> <p>c. If temperature is greater than 37.5°C (99.5°F), the employee/client shall not be allowed to enter and shall be advised to rest at the designated isolated holding area and revalidation shall be made after 5 minutes. If no changes are noted, the employee/client shall be refused entry in the premises.</p>	
5	<p><b>SECURITY OFFICE JOB PERFORMANCE EVALUATION</b></p> <p><b>• POLICY</b></p> <p>The Security Service Provider must conduct a</p>	

	<p>comprehensive periodic Security Officer Job Performance Evaluation.</p> <p><b>• PURPOSE</b></p> <p>To periodically determine the quality of service the Security Officer provides for the client.</p> <p><b>• PURPOSE</b></p> <ol style="list-style-type: none"> <li>1. Security officer Job Performance Evaluation to be conducted quarterly.</li> <li>2. LRA Officials to conduct quarterly performance evaluation of Security personnel.</li> </ol> <p>The evaluation criteria are the following:</p> <ul style="list-style-type: none"> <li>• Courtesy &amp; Integrity</li> <li>• Professionalism</li> <li>• Stress Management</li> <li>• Resourcefulness &amp; Initiative</li> <li>• Care of Property and Equipment</li> <li>• Neatness/Tidiness</li> </ul> <ol style="list-style-type: none"> <li>3. Rating shall be based on progressive scale criteria (5-highest, 1-lowest). Failure to obtain a rate of 3, for two consecutive ratings, shall be considered poor performance. Results of the evaluation will be reviewed and discussed with the security agency for proper action (i.e. immediate change of security personnel).</li> <li>4. Job Performance Evaluation must be submitted to the Procuring Entity quarterly, to be countersigned by the Head of Office where the Security Guard is deployed/assigned.</li> </ol>	
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## ***TERMS OF REFERENCE***

### **1. CONTRACT WORK**

- 1.1 Provision of qualified, bonded, uniformed and armed security guards to safeguard and protect the lives, security and safety of the persons and properties found on or within the premises of the Land Registration Authority (LRA) Central Office and its Registries of Deeds nationwide and to maintain law and order at its premises and guard its property from unlawful and criminal acts including assault, harassment, threat, intimidation, physical injuries, trespass, theft, robbery, arson, destruction or damages, as well as enforcing and implementing its rules and regulations for the maintenance of the security and safety thereat;
- 1.2 Provision of additional services such as inspection of guards, investigation of irregularities, armed security and other similar services, shall be undertaken, if needed, without additional compensation. Provided, that the same services will not in any manner affect the day-to-day operations of the Authority.
- 1.3 The Security Agency shall only deploy security guards to the newly created Registries of Deeds (see below list) once they start operating.
  - a. Digos City, Davao Del Sur
  - b. Island Garden City of Samal, Davao Del Norte
  - c. Panabo City, Davao Del Norte
  - d. Campostella City Province
  - e. Tabaco City, Albay
  - f. Cabaroguis, Quirino
- 1.4 Approved Budget for the Contract (ABC) is **Four Million Five Hundred Forty-Nine Thousand Eight Hundred Twenty-Six Pesos (Php 4,549,826.00) per month or Forty Five Million Four Hundred Ninety-Eight Thousand Two Hundred Sixty Pesos (Php 45,498,260.00) for ten (10) months, beginning March 01, 2021 to December 31, 2021.**

### **2. CONTRACT PERIOD/RENEWAL**

The contract of security services shall be for the period of **ten (10) months**, beginning **March 01, 2021 to December 31, 2021**, renewable for one year or until a new contract has been entered, subject to availability of funds.

### **3. GUARD FORCE**

The Security Agency shall provide the LRA with one hundred sixty three (163) security guards to be deployed at LRA Central Office and its Registries of Deeds nationwide (See Section VI. Schedule of Requirements). This number of guards contracted may be increased or decreased at anytime with the consent/approval of both parties, subject to availability of funds. In the event that there will be an increase in the number of guards during the duration of the contract, the same shall form part of the contract and shall be subject to the same terms and conditions herein set forth.

### **4. EXPECTED SERVICE QUALITY STANDARDS AND SPECIFICATIONS FROM THE SECURITY AGENCY**

- a. Shall provide the LRA Central Office and its Registries of Deeds with qualified security guards who shall be in their proper uniform in accordance with R.A. 5487 as amended, while they are on duty and in as may be required from time to time.



- b. Shall provide each guard standard security equipment and paraphernalia to be used in the implementation of security plan, procedure, rules and regulations.
- c. Shall maintain and make available security guard relievers or replacements when exigencies of the service so require or in case of absence for whatever reason, of the security guard/s on duty.

## **5. RESPONSIBILITIES OF THE SECURITY AGENCY**

- a. The Security Agency shall exercise direct control and supervision over the security guards assigned to the LRA in accordance with the rules and regulations promulgated by the Philippine National Police (PNP). The Security Agency shall be responsible for the proper functioning of the security operation and shall have operational control over said guards. The LRA may however exercise direct supervision and give instructions regarding security measures to protect the properties of the office and the lives of its officials, employees and clients against assault, theft, pilferage, sanitary hazards and such other unlawful acts.
- b. Shall be solely responsible for any act or omissions of all its security guards during their assigned hours/tour of duty.
- c. Shall assume full responsibility to retribute and/or pay the LRA for any loss or damage due to theft, robbery, pilferage, and trespass which it may suffer during the assigned watch hours of security guard/s on duty, provided that it shall be established after due investigation by the LRA's authorized investigators or an independent party who shall be jointly appointed by the LRA and the Security Agency that said loss or damage was primarily due to the negligence and/or fault of the guard/s.
- d. The guards shall undergo two (2) days seminar prior to posting and the Security Agency shall conduct regular Neuro-Psychiatric and drug test for all the guards assigned to the LRA, proof of which, must be submitted to the latter upon demand.
- e. The Security Agency hereby guarantees that the salaries of guards detailed shall be paid in accordance with the provisions of the Labor Code, law, executive order, and wage order.

## **6. GENERAL CONDITIONS**

- 6.1 The LRA shall have exclusive jurisdiction over the implementation of the service contract with the Security Agency and all assignments/deployments shall first be approved by the LRA or its authorized representative.
- 6.2 All acts and behavior in the execution of the service contract by the Security Agency shall in no way contravene any existing government laws, rules and regulations.
- 6.3 No assignment whatsoever of the Security Service Contract shall be made to any third party.
- 6.4 The Security Agency shall be obliged to exercise due diligence in carrying out its obligations under the Security Service Contract and shall faithfully serve the best interest of the Land Registration Authority.
- 6.5 The Security Agency shall not, during the period of its security services contract or at any time thereafter, use or disclose to any person or entity, any information, derogatory or otherwise, concerning the affairs and activities of the LRA and its

Registries of Deeds which the members of the security agency may have acquired by reason of their assignment with the Authority.

6.6 The LRA assume no obligation or responsibility whatsoever to compensate or indemnify any and all bidders, for any expenses or loss which may be incurred in the preparation of their proposals.

## **7. LIABILITIES TO GUARD AND THIRD PARTIES**

The security guards of the AGENCY, deployed at the Land Registration Authority Central Office and its Registries of Deeds nationwide, are not agents or employees of the AUTHORITY. Accordingly, the AUTHORITY shall not be responsible for any claims for personal injury or death caused to any of the guards or to any third party where such injury or death arises out of or in the course of lawful performance of guard duties.

## **8. RESPONSIBILITIES TO LOSSES**

The Security Agency shall be responsible for any loss or damage to the properties of the LRA due to the willful act, negligence and/or carelessness, or lapses in the security procedures of its security guards and supervisors in the performance of their duties. This loss or damage is to be determined at fair market value except those losses involving properties/items which cannot be considered bulky such as but not limited to pocket calculator, jewelry and the like, occurring or taking place during the tour of duty of the guards. The loss or damage must be made known in writing to them within forty-eight (48) hours from the time of the occurrence provided the losses or damages are due and traceable to the willful or neglectful act/s of the security guard/s.

## **9. DISCIPLINARY ACTIONS**

LRA may have a guard changed or replaced anytime whose works are found to be below standards or whose conduct is unsatisfactory or prejudicial to its interests as determined by LRA. The judgment of LRA on such matter shall be final and binding.

Security guards who shall go on leave of absence, either vacation or sick leave shall be replaced by the Security Agency.

The Security Agency and LRA shall agree that the time for any unreplaced absences, undertime and/or tardiness of security guards scheduled for duty shall be proportionately deducted by LRA against the monthly-agreed compensation due to the Security Agency.

## **10. TERMINATION OF CONTRACT**

Without need of judicial intervention, the Land Registration Authority or the Security Agency may terminate the Security Service Contract thirty (30) days upon notice, particularly for a breach of contract.

Upon discovery by the AUTHORITY of any failure or willful neglect of payment of the correct and legal contribution to SSS, Philhealth, Pag-ibig and Employees Compensation (State Insurance Fund) by the Security Agency, the same shall be a ground for automatic termination/rescission of the contract.

## **11. MISCELLANEOUS PROVISIONS**

The Security Agency may request for an adjustment of the stipulated price in the event that the minimum wage is increased or fringe benefits are granted in favor of the security guards as promulgated by law, executive order and wage order subsequent to the execution of the contract. Said adjustment shall be equivalent only to the amount of the

increase in the minimum wage or fringe benefits as promulgated by law, decree, order, as the case may be. Said adjustment is subject to availability of funds and shall be awarded upon/after evaluation and approval by the LRA.

All commitments to the terms set forth in the Bidding Documents shall form part of the Contract and any violation of the same will be sufficient ground for the rescission by the LRA of the Contract.

## **12. PRE-DEPLOYMENT REQUIREMENTS**

The awarded Security Agency shall submit to LRA, bio-data sheet of each personnel together with the Agency's certified true copy of NBI clearance, Police clearance, Barangay clearance, medical certificate, clearance from DOH accredited drug testing laboratory and recent picture (2x2) prior to their deployment.

**I hereby certify to comply with all the above Technical Specifications and Terms of Reference.**

_____	_____	_____
<b>Name of Company</b>	<b>Signature Over Printed Name of Bidder/Representative</b>	<b>Date</b>

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

## **I. TECHNICAL COMPONENT ENVELOPE**

### ***Class “A” Documents***

#### **Legal Documents**

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

#### **Technical Documents**

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### **Financial Documents**

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu

of its NFCC computation.

***Class “B” Documents***

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

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

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

**2. FINANCIAL COMPONENT ENVELOPE**

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

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

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

## Contract Agreement Form for the Procurement of Goods (Revised)

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement 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 integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder 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 Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.
4. The [*Name of the procuring entity*] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## **Bid Securing Declaration Form**

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

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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]*



**Performance Securing Declaration (Revised)**

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]  
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

**[Jurat]**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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