

PHILIPPINE BIDDING DOCUMENTS

**Procurement of Twelve (12) months
Security Services**

UPB-BID-EPA2022-02

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

UNIVERSITY OF THE PHILIPPINES BAGUIO
Governor Pack Road, Baguio City

**INVITATION TO BID FOR
PROCUREMENT OF TWELVE (12) MONTHS
SECURITY SERVICES
UPB-BID-EPA2022-2**

1. The University of the Philippines Baguio (UP Baguio), through the General Appropriations Act/Special Appropriations CY 2021 intends to apply the sum of **Seven Million One Hundred Seven Thousand Forty Three and 11/100 Pesos Only (PhP 7,107,043.11)** being the ABC to payments under the contract for **Procurement of Twelve (12) Months Security Services with Bid Reference No. UPB-BID-EPA2022-2.** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The University of the Philippines Baguio now invites bids for the above Procurement Project. **Delivery of the services require Twelve (12) months contract duration.** Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 University of the Philippines Baguio and inspect the Bidding Documents at the address given below from Monday to Friday from 8:30a.m. to 4:30p.m.

A complete set of Bidding Documents may be acquired by interested bidders starting **27 October 2021** from the given address and website 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 **PhP 7,500.00 only.**

Personal payment at the UP Baguio Cashier's office or thru:

*Bank: Development Bank of the Philippines (DBP)
Branch: Baguio City
Account Name: UP Baguio Trust Fund
Account Number: 0-00363-510-1*

(Please make at least 2 copies of the deposit slip)

OR

Bank: Land Bank of the Philippines (LBP)

Branch: Baguio City, Marcos Highway

Account Name: UP Baguio Revolving Fund

Account Number: 0221-3287-28

(Please make at least 2 copies of the deposit slip)

For the Official Receipt, you may proceed at the Cashier's Office for the issuance of the Official Receipt from 8:00 a.m. to 4:00 p.m., Monday to Friday.

Proof of payment must be presented upon acquiring a complete set of bidding documents at the BAC Secretariat's Office.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or by facsimile, or through electronic means.

5. The University of the Philippines Baguio will hold a **Pre-Bid Conference on 04 November 2021 at 3:00 PM** at the Board Room, 2nd floor Iskolar ng Bayan Building, University of the Philippines Baguio, Governor Pack Road, 2600 Baguio City, and/or through zoom conferencing which shall be open to prospective bidders.

The pre-bid conference may be attended via ZOOM CONFERENCE. For those participating via Zoom conferencing, please click on the link below to register in advance for this meeting:

Register in advance for this meeting:

<https://up-edu.zoom.us/meeting/register/tZUqdemtrT8uGNT58zwouwZZu8tFtm7Nec11>

After registering, you will receive a confirmation email containing information about joining the meeting.

6. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below on or **before 1:00 PM on 16 November 2021**. Late bids shall not be accepted.

*BAC Secretariat Office
Supply and Property Management Office
Isabelo delos Reyes Building
UP Baguio
Governor Pack Road, Baguio City
Email : bac.upbaguio@up.edu.ph*

7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. **Bid opening shall be at 3:00 PM on 16 November 2021** at Board Room, 2nd Floor Iskolar ng Bayan Building, UP Baguio Governor Pack Road, Baguio City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The bid opening may be attended via ZOOM CONFERENCE. For those participating via Zoom conferencing, please click on the link below to register in advance for this meeting:

Register in advance for this meeting:

<https://up-edu.zoom.us/meeting/register/tZ0ld-2trT4rGNKtANKrzuqnKBV44DqzgabZ>

After registering, you will receive a confirmation email containing information about joining the meeting.

Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

9. The University of the Philippines Baguio reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

*Rodolfo T. Suyat, Jr.
Supply and Property Management Office
Isabelo delos Reyes Building
UP Baguio
Governor Pack Road, Baguio City
Telefax. No. (074) 442 3484, (074) 446 9973
email: bac.upbaguio@up.edu.ph
<http://www.bac.upb.edu.ph>*

11. You may visit the following websites:

For downloading of Bidding Documents:

web.upb.edu.ph/bids-and-awards-committee-bac

Date of Issue: 27 OCTOBER 2021

SANTOS JOSE O. DACANAY III
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, University of the Philippines Baguio wishes to receive Bids for the Procurement of Twelve (12) Months Security Services with Bid Reference No. UPB-BID-EPA2022-02.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2022 in the amount of Seven Million One Hundred Seven Thousand Forty Three and 11/100 Pesos Only (PhP 7,107,043.11).
- 2.2. The source of funding is: the General Appropriations Act or Special Appropriations

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, 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. Procuring Entity has prescribed that: Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address University of the Philippines Baguio, Governor Pack Road, Baguio City and through videoconferencing 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 three years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:

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

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **120 CD days after submission 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 **Two (2) copies** of the first and second components of its Bid per lot.

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

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

16. Deadline for Submission of Bids

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

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

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

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Experience in providing janitorial services in one of the following entities: <ul style="list-style-type: none"> -Universities -Colleges -Government Agencies -Hospitals -other public or private entities b. Completed within Three (3) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP University of the Philippines Baguio, Governor Pack Road, 2600 Baguio City, Benguet, Philippines.
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"> a. The amount of not less than PhP 142,140.86 or two percent (2%) of PhP 7,107,043.11, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP 355,352.16 or five percent (5%) of PhP 7,107,043.11 of the lot participating, if bid security is in Surety Bond.
15	Each Bidder shall submit TWO (2) copies (Original and Photocopy) of the first and second components of its Bid per lot.
19.3	The Project will be awarded in one lot, with ABC of PhP 7,107,043.11

20.1	<p>List of additional post-qualification documents relevant to the Project that may be required by University of the Philippines Baguio:</p> <table border="1"> <thead> <tr> <th>No.</th><th>Documents</th></tr> </thead> <tbody> <tr> <td>1</td><td>BIR 2303</td></tr> <tr> <td>2</td><td>Latest income and business tax returns (BIR Form 1701 or 1702) filed and paid through the BIR Electronic Filing and Payment System (eFPS)</td></tr> <tr> <td>3</td><td>Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (forms 2551M) filed and paid through the BIR Electronic Filing and Payment System (eFPS)</td></tr> <tr> <td>4</td><td>Compliance to all existing laws and regulations</td></tr> <tr> <td>5</td><td>General Information Sheet and complete Articles of Incorporation (for bidders under SEC) Bidders must submit the post-qualification requirements within a non- extendible period of five (5) calendar days from the receipt of the notice of LCB/SCB from the BAC.</td></tr> <tr> <td>6</td><td>Organizational set-up of the Agency</td></tr> <tr> <td>7</td><td>NTC Certificate of Registration (for telecommunication equipment)</td></tr> <tr> <td>8</td><td>Current and Valid Firearms License (For all firearms to be issued to security guards that will be assigned to the UP Baguio)</td></tr> <tr> <td>9</td><td>Statement of special gadget/equipment to be installed for free in addition to the minimum requirements set in Section VI. Schedule of Requirements</td></tr> <tr> <td>10</td><td>Individual bio-data of the prospective guards to be deployed</td></tr> <tr> <td>11</td><td>Security Plan</td></tr> <tr> <td>12</td><td>Resources (Identify if lease or owned) <ul style="list-style-type: none"> - No. of licensed firearms - No. and kind of Communication devices - No. and kind of motor powered vehicles - No. of licensed guards </td></tr> <tr> <td>13</td><td>Certification as to compliance with Manpower Requirements under Section VI. Schedule of Requirements</td></tr> <tr> <td>14</td><td>Recommendations or certificate of appreciation, if any</td></tr> <tr> <td>15</td><td>Notarized certificate from the bidder under oath of its compliance with existing labor laws and standard, in case of procurement of services such as but not limited to: <ul style="list-style-type: none"> • Minimum Wage (Attach copies of the payroll or pay slip duly acknowledge by the guards for the past 3 months) • SSS* • PhilHealth* <p>*Attached copies of the Official Receipt of remittance to the SSS/PhilHealth with the attached Contribution Collection List (R-3 for SSS) and Employer's Remittance Report (RF-1 for PhilHealth) for the past three months.</p> <ul style="list-style-type: none"> • Pag-ibig • Allowance for any increase of the above undertaking as maybe imposed by law or component authority. </td></tr> <tr> <td>16</td><td>Company profile and track record highlighting the following information: <ul style="list-style-type: none"> • Year established and number of years in the services or experiences • Liquidity • Licenses or accreditation number </td></tr> </tbody> </table>	No.	Documents	1	BIR 2303	2	Latest income and business tax returns (BIR Form 1701 or 1702) filed and paid through the BIR Electronic Filing and Payment System (eFPS)	3	Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (forms 2551M) filed and paid through the BIR Electronic Filing and Payment System (eFPS)	4	Compliance to all existing laws and regulations	5	General Information Sheet and complete Articles of Incorporation (for bidders under SEC) Bidders must submit the post-qualification requirements within a non- extendible period of five (5) calendar days from the receipt of the notice of LCB/SCB from the BAC.	6	Organizational set-up of the Agency	7	NTC Certificate of Registration (for telecommunication equipment)	8	Current and Valid Firearms License (For all firearms to be issued to security guards that will be assigned to the UP Baguio)	9	Statement of special gadget/equipment to be installed for free in addition to the minimum requirements set in Section VI. Schedule of Requirements	10	Individual bio-data of the prospective guards to be deployed	11	Security Plan	12	Resources (Identify if lease or owned) <ul style="list-style-type: none"> - No. of licensed firearms - No. and kind of Communication devices - No. and kind of motor powered vehicles - No. of licensed guards 	13	Certification as to compliance with Manpower Requirements under Section VI. Schedule of Requirements	14	Recommendations or certificate of appreciation, if any	15	Notarized certificate from the bidder under oath of its compliance with existing labor laws and standard, in case of procurement of services such as but not limited to: <ul style="list-style-type: none"> • Minimum Wage (Attach copies of the payroll or pay slip duly acknowledge by the guards for the past 3 months) • SSS* • PhilHealth* <p>*Attached copies of the Official Receipt of remittance to the SSS/PhilHealth with the attached Contribution Collection List (R-3 for SSS) and Employer's Remittance Report (RF-1 for PhilHealth) for the past three months.</p> <ul style="list-style-type: none"> • Pag-ibig • Allowance for any increase of the above undertaking as maybe imposed by law or component authority. 	16	Company profile and track record highlighting the following information: <ul style="list-style-type: none"> • Year established and number of years in the services or experiences • Liquidity • Licenses or accreditation number
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		Articles of Incorporation or Certificate of SEC registration with the latest general information sheet submitted to the SEC <ul style="list-style-type: none"> • Name of satisfied clients • Number of years serving each client
	17	Recruitment and Selection Criteria and Certification for minimum qualification of personnel stated in individual profiles including but not limited to the following: <ul style="list-style-type: none"> • Duly licensed Security Guard • of Good Moral Character • Physically and mentally fit • 5 years supervisory experience for supervisor • At least 21 years old
	18	Certification from DOLE of No Pending Case
	19	Continuing manpower development plan to enhance capability and upgrade skills of Security Guards, presenting pertinent training certificates
21.2	List of additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.	
	No.	Documents
	1	Signed Notice of Award
	2	Performance Security in accordance with Section 39 of the Revised IRR of RA 9184 which includes the Performance Securing Declaration (PSD) as an alternate performance security during a state of calamity or imposition of community quarantine pursuant to GPPB Resolution No.09-2020 dated 7 May 2020
Additional	The bidder, or its authorized representative/s, shall affix their initials on each and every page of the bid in the technical and financial envelopes including documents that require the bidder's, or its authorized representative's signature, per NPM no. 118-2015. All forms that require signature/s on the space provided for shall be duly accomplished by the bidder, or its authorized representative.	

Section IV. General Conditions of Contract

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)**.

1. Advance Payment and Terms of Payment

- 1.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 1.2. 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**.

2. 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.

3. 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.

4. Warranty

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

5. 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	
2.1	No advance payment.
2.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered at University of the Philippines Baguio, Governor Pack Road, Baguio City. 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 Rodolfo T. Suyat, Jr., Supply and Property Management Office (SPMO).</p> <p>Payments shall be made by the UP Baguio to the service provider on a monthly basis upon submission by the service provider of the following documents:</p> <ol style="list-style-type: none"> 1. Actual deployment of personnel and man-hours during the billing period; 2. Proof of compliance with legal requirements on the payment of salaries such as duly signed payroll, issuance of pay slips to security guards, premium remittances and taxes. This will serve as requisite for every billing; 3. Certificate of Acceptability of Work from the Administration
4	Spot inspection of the performance of the janitor/janitress, their attendance, uniform at any time when it is deemed necessary.
5	The janitorial agency shall current any defect in the delivery of janitorial services which shall not be limited to replacement of any personnel, within twenty-four (24) hours upon receipt of the valid complaint. The correction defect must be acceptable to UP Baguio

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivery/Period of service
1	Procurement of twelve (12) months Security services	31 Security Guards	31	12 months contract duration (1 January 2022 to 31 December 2022)

Manpower Deployment Requirements

Post	1 st Shift (6:00AM-2:00PM)	2 nd Shift (2:00PM-10:00PM)	3 rd Shift (10:00PM-6:00AM)	Single Post
Entrance	1 Female	2 Female	1 Male	
Roving	1 Male	1 Male	1 Male	
College of Social Sciences	1 Male	1 Male	1 Male	
Library	1 Female	1 Male	1 Male	
Human Kinetics Program Building	1 Male	1 Male	1 Male	
Residence Hall (Dorm)	1 Female	1 Female	1 Male	
Balay Internasyonal	1 Male	1 Male	1 Male	
Balay Internasyonal and Dorm Roving	1 Male	1 Male	1 Male	
Main Exit	1 Male	1 Male	1 Male	
College of Arts and Communications			1 Male	
Kolehiyo ng Agham		1 Male		
Guard House				1 Female 8:00AM to 4:00 PM
Museo Kordilyera				1 Male 9:00 AM to 5:00 PM
Traffic				1 Male 7:00 AM to 3:00 PM

Support Equipment Requirements

Particulars	Minimum Requirements
Handheld Radios	12 units
Under-chassis Mirror (Vehicle inspection)	1 unit
Luminous Traffic Vests with hand Gloves	5 units
Metal Detectors	3 units
Side Arms (At least 9mm cal.) with ammunition	9 units
Rechargeable Spotlight/Flashlight	7 units
Desktop Computer with printer	1 unit
Handcuffs	31 units
Portable First Aide Kit	31 units
Night Stick and Whistle	31 units
Flashlights with batteries (monthly)	31 units
Vault for Depository Firearms	1 unit
Raincoats and Boots	31 units
Umbrella (big)	7 units
Digital Camera with 32GB SD Card	1 unit
Mega Phone	2 units
Voice Recorder	2 units
Disposable face mask (50 pieces)	50 pieces every month per Security Guards

Section VII. Technical Specifications

	<p>Statement of Compliance</p> <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>
The Service Provider must provide 31 Security Guards for the period 1 January 2022 to 31 Janitor 2022.	
The Service Provider must remit all benefits of the Security guards to SSS, PhilHealth, and Pag-Ibig	
The Service Provider must give the 13 th month pay of the security guards	
The Service Provider shall provide a 24/7 Security Services by furnishing licensed and uniformed security guards with communication equipment, firearms and ammunitions to secure offices and other physical assets owned by UP Baguio, its personnel and guests. The services shall include the provision communication and special protective devices and equipment, as well as the provision of security investigative and supervisory personnel.	
The service provider must provide Up-to-date security paraphernalia, adequate crowd control materials (As needed), F/As for all Security Guards, etc.	
The service provides must have a retirement plan or separation plan of the security guards as prescribed by law	
The Service Provider shall provide, assign and delegate security guards to man the	

fixed and roving posts determined by the UP Baguio	
<p>The service provide must provide the following:</p> <ul style="list-style-type: none"> • 12 Handheld Radios • 1 Under-chassis Mirror (Vehicle inspection) • 5 Luminous Traffic Vests with hand Gloves • 3 Metal Detectors • 9 Side Arms (At least 9mm cal.) with ammunition • 7 Rechargeable Spotlight/Flashlight • 1 Desktop Computer with printer • 31 Handcuffs • 31 Portable First Aide Kit • 31 Night Stick and Whistle • 31 Flashlights with batteries • 1 Vault for Depository Firearms • 31 Raincoats and Boots • 7 Umbrella (big) • 1 Digital Camera with 32GB DB Card • 2 Mega Phone • 2 Voice Recorder • 50 pieces of disposable face mask every month to each Security guard 	
<p>The Service Provider must have at least a 3-year track record and experience (past and present) in providing security services in at least two of the following:</p> <ul style="list-style-type: none"> - Government Agencies - Malls and Department Stores - Commercial Banks 	
The Service Provider's office should be located within Baguio City area	
The Service Provider shall provide additional or reduce the number guards/hours as maybe directed by UP Baguio Administration through a written notice under the same terms, conditions and rate of compensation set forth in the contract of service.	
The Service Provider shall provide well trained and licensed security guards by	

PNP-SOSIA, physically and mentally fit as supported by updated medical certificate and valid NBI clearance	
The Service Provider shall notify UP Baguio in writing within seven (7) calendar days in all matters pertaining to the rotation, reassignment, suspension and/or termination and imposition of disciplinary measure to erring security personnel and/or immediately terminate as circumstances warrant.	
The Service Provider shall act on requests for replacement, reassignment and rotation within forty eight hours (48 hours) upon receipt of the written notification from the Procurement Entity.	
The Service Provider hold the UP Baguio free from any action or liability arising from any claims of the security guards and other personnel deployed by the Security Agency for benefits under the Labor Code of the Philippines. Any increase in wage, social security contributions, or any similar payments as may be imposed by law or competent authority shall be automatically adjusted in accordance with accounting and auditing rules and regulations and subject to the availability of savings and upon showing of actual payment made to their employees. There shall be no employer-employee relationship between the UP Baguio and the security guards and other personnel employed by the Security Agency.	
The Service Provider shall be responsible for any loss or damage to UP Baguio properties and premises, provided that such properties are properly turned over to the agency or the guard on duty. Such loss or damage shall include those caused by fortuitous events such as fire, earthquakes, typhoon, war and rebellion. Proper turn over shall mean a complete inventory of all property accountabilities per office provided at the outset and the ocular succeeding occasions.	
The Service Provider shall secure Certificate of Acceptability of Work from the Administrative Office on a monthly basis as a requisite for processing of payments.	

The Service Provider shall ensure payment of wages on a regular schedule every 15th and 30th of each month in accordance with the minimum wage law and/or provisions of the Labor Code and its implementing rules and regulations.	
The Service Provider shall regularly submit to UP Baguio once a month, a list of security personnel with their assigned post for the purpose of monitoring shift rotations and supervisions by the UP Baguio.	
The Service Provider shall at the end of the contract periods, turn over to UP Baguio all property accountabilities and any amount of damages or property losses shall be deducted from the collectible amount due to the Service Provider.	
The Service Provider shall hold the UP Baguio free from any liability from acts of its security guards which cause damage of whatever type to UP Baguio employees and properties or to any third party and their properties.	
The Service Provider shall at all times maintain peace and order within the UP Baguio premises and shall fulfill other security-related tasks that may be assigned by the responsible officers of the UP Baguio such as inspection of incoming and outgoing vehicles, bags and packages.	
The Service Provider shall subject security personnel to drug, alcohol or other related tests from government accredited testing centers annually.	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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

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

- ☐ (j) 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**
- ☐ (k) 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

- ☐ (l) 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)

- ☐ (m) *[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.
- ☐ (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (o) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (p) Original of duly signed and accomplished Price Schedule(s).

Section IX. SAMPLE FORMS

FORMAT OF BID FORM FOR ALL TYPES OF BIDDERS

Bid Form

Date: _____
Invitation to Bid² N°: _____

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

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 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:³

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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.

² If ADB, JBIC and WB funded projects, use IFB.

³ Applicable only if the Funding Source is the ADB, JBIC or WB.

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

Name of Bidder _____. Invitation to Bid Number _____. Page _____ of _____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x col. 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP) (col. 6 + col. 7)	Total Price delivered DDP (col 4 x col. 8)

For Goods Offered From Within the Philippines

Name of Bidder _____. Invitation to Bid Number __. Page of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (col. 4 x col 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded (col 7 x 12%)	Total Price delivered Final Destination (col 8 + 9) x col 4

Standard Form Number: SF-GOOD-13a

Revised on: July 28, 2004

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____
Business Address : _____

	Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telepho ne Nos.	Nature of Work	Bidder's Role		a. Date Awarde d b. Date Started c. Date of Comple tion	% of Accomplishm ent		Value of Outstanding Works / Undelivered Portion
				Descripti on	%		Plann ed	Act ual	
	<u>Government</u>								
	<u>Private</u>								
	Note: This statement shall be supported with:						Total Cost		
	1	Notice of Award and/or Contract							
	2	Notice to Proceed issued by the owner							
	3	Certificate of Accomplishments signed by the owner or authorized representative							
	Submitted by	: _____ (Printed Name & Signature)							
	Designation	: _____							
	Date	: _____							

Standard Form Number: SF-GOOD-13b

Revised on: July 28, 2004

Statement of Single Largest Completed Contracts which is similar in nature

Business Name : _____

Business 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.
				Description	%		
	<u>Government</u>						
	<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract
- 2 Certificate of Completion
- 3 Certificate of Acceptance

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

FORMAT OF CONTRACT AGREEMENT FORM FOR ALL TYPES OF BIDDERS

Contract Agreement Form

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, viz., *scientific equipment* 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]* (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

FORMAT OF BID SECURING DECLARATION FOR ALL TYPES OF BIDDERS

*[Bidder's Letterhead]*¹

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

X-----X

BID SECURING DECLARATION

Invitation to Bid: *[Insert Reference number]*

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

I/We⁴, 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 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 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;
 - (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.

⁴¹ Preferred, but not required.

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert
Bidder:
Authorized Representative:
Title / Description:
Signature:]

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year], affiant
exhibiting to me his/her [insert type of government identification card used], with his/her
photograph and signature appearing thereon, with no. _____ .

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

FORMAT OF OMNIBUS SWORN STATEMENT

Omnibus Sworn Statement

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:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - 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]

