

**UNIVERSITY OF THE PHILIPPINES
BAGUIO**

PHILIPPINE BIDDING DOCUMENTS

Procurement of Goods

Government of the Republic of the Philippines

**PROCUREMENT OF TWELVE
(12) MONTH-SECURITY
SERVICES**

UPB-BID2022-EPA2023-04

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

GLOSSARY OF ACRONYMS, TERMS, AND ABBREVIATIONS	4
SECTION I. INVITATION TO BID	7
SECTION II. INSTRUCTIONS TO BIDDERS	11
1. SCOPE OF BID	12
2. FUNDING INFORMATION	12
3. BIDDING REQUIREMENTS.....	12
4. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES.....	12
5. ELIGIBLE BIDDERS	12
6. ORIGIN OF GOODS.....	13
7. SUBCONTRACTS	13
8. PRE-BID CONFERENCE	13
9. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS.....	13
10. DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS.....	14
11. DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT.....	14
12. BID PRICES	14
13. BID AND PAYMENT CURRENCIES	15
14. BID SECURITY.....	15
15. SEALING AND MARKING OF BIDS	15
16. DEADLINE FOR SUBMISSION OF BIDS.....	16
17. OPENING AND PRELIMINARY EXAMINATION OF BIDS	16
18. DOMESTIC PREFERENCE.....	16
19. DETAILED EVALUATION AND COMPARISON OF BIDS.....	16
20. POST-QUALIFICATION	17
21. SIGNING OF THE CONTRACT.....	17
SECTION III. BID DATA SHEET	18
BID DATA SHEET	19
SECTION IV. GENERAL CONDITIONS OF CONTRACT	22
1. SCOPE OF CONTRACT	23
2. ADVANCE PAYMENT AND TERMS OF PAYMENT	23
3. PERFORMANCE SECURITY	23
4. INSPECTION AND TESTS	23
5. WARRANTY	24
6. LIABILITY OF THE SUPPLIER.....	24
SECTION V. SPECIAL CONDITIONS OF CONTRACT.....	25
SECTION VI. SCHEDULE OF REQUIREMENTS.....	39
SECTION VII. TECHNICAL SPECIFICATIONS.....	42
SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS.....	49
SECTION IX. SAMPLE FORMS	52

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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

1. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
2. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
3. The deadline for the submission and receipt of bids; and
4. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

UNIVERSITY OF THE PHILIPPINES BAGUIO
Governor Pack Road, Baguio City

**INVITATION TO BID FOR
PROCUREMENT OF TWELVE (12) MONTH-
SECURITY SERVICES FOR CY 2023
UPB-BID2022-EPA2023-04**

1. The **University of the Philippines Baguio (UP Baguio)**, through the **General Appropriations Act and Special Appropriations CY 2023** intends to apply the sum of **Eight Million Three Hundred Ninety Eight Thousand One Hundred Fifty Eight and 51/100 Pesos Only (Php 8,398,158.51)** being the ABC to payments under the contract for **Procurement of Twelve (12) Month-Security Services with Bid Reference No. UPB-BID2022-EPA2023-04**. 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 of contract duration**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **University of the Philippines Baguio** and inspect the Bidding Documents at the address given below from **Monday to Friday from 8:30AM to 4:30PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders starting **11 October 2022 (Tuesday)** 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 **Nine Thousand Pesos Only (Php 9,000.00)**.

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)

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.

6. The **University of the Philippines Baguio** will hold a **Pre-Bid Conference on 19 October 2022 (Wednesday) at 10:30 AM** at University of the Philippines Baguio, Governor Pack Road, 2600 Baguio City, and/or through zoom conferencing which shall be open to prospective bidders.

For those participating via zoom conferencing, the link below is provided for advance registration:

<https://up-edu.zoom.us/meeting/register/tJevc-uuqTwoHd2lNNgLfSDIsLhMw5AH-aw5>

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

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 8:30 AM on 03 November 2022 (Thursday)**. Late bids shall not be accepted.

BAC Office

Iskolar ng Bayan Building

UP Baguio

Governor Pack Road, Baguio City

Email : bac.upbaguio@up.edu.ph

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 at **10:30 AM on 03 November 2022 (Thursday) at University of the Philippines Baguio**, Governor Pack Road, Baguio City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

For those participating via zoom conferencing, the link below is provided for advance registration:

https://up-edu.zoom.us/meeting/register/tJwrdu2uqDkpEtxZ1u-dofSakao_L2W6ws2F

Information about the meeting will be provided on the confirmation email after registration.

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

10. 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.
11. Bidders shall read the Bidding documents carefully and comply with the requirements indicated. Failure to comply may lead to disqualification of the bid.
12. Bidders are encouraged to properly use tabs and identify the documents submitted for ease of reference in the opening of bids.
13. For further information, please refer to:

Brian D. Lumague
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>

14. For downloading of Bidding Documents, visit:

<https://www.upb.edu.ph/bids-and-awards-committee-bac>

Date of Issue: 11 October 2022

JOEL M. ADDAWE
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **University of the Philippines Baguio** wishes to receive Bids for the **Procurement of Twelve (12) Month-Security Services for CY 2023 with Bid Reference No. UPB-BID2022-EPA2023-04.**

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 funding as indicated below for 2022 in the amount of **Eight Million Three Hundred Ninety Eight Thousand One Hundred Fifty Eight and 51/100 Pesos Only (Php 8,398,158.51).**
- 2.2. The source of funding is the **General Appropriations Act and 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. Personally 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.
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 **03 March 2023**. 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.

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.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. 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 **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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Experience in providing security 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 five (5) 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, Baguio City for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than One Hundred Sixty Seven Thousand Nine Hundred Sixty Three and 17/100 Pesos Only (Php 167,963.17) or two percent (2%) of Eight Million Three Hundred Ninety Eight Thousand One Hundred Fifty Eight and 51/100 Pesos Only (Php 8,398,158.51), 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 Four Hundred Nineteen Thousand Nine Hundred Seven and 93/100 Pesos Only Php 419,907.93 or five percent (5%) of Eight Million Three Hundred Ninety Eight Thousand One Hundred Fifty Eight and 51/100 Pesos Only (Php 8,398,158.51) 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 Eight Million Three Hundred Ninety Eight Thousand One Hundred Fifty Eight and 51/100 Pesos Only (Php 8,398,158.51) .
19.4	The Project shall be awarded as follows: One Project having several items which shall be awarded as one contract.

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 data-bbox="282 318 363 383">No.</th><th data-bbox="371 318 1497 383">Documents</th></tr> </thead> <tbody> <tr> <td data-bbox="282 387 363 452">1</td><td data-bbox="371 387 1497 452">BIR 2303</td></tr> <tr> <td data-bbox="282 456 363 555">2</td><td data-bbox="371 456 1497 555">Latest income and business tax returns (BIR Form 1701Q or 1702Q) filed and paid through the BIR Electronic Filing and Payment System (eFPS)</td></tr> <tr> <td data-bbox="282 560 363 689">3</td><td data-bbox="371 560 1497 689">Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (forms 2551M), whichever is applicable, filed and paid through the BIR Electronic Filing and Payment System (eFPS)</td></tr> <tr> <td data-bbox="282 694 363 759">4</td><td data-bbox="371 694 1497 759">Compliance to all existing laws and regulations</td></tr> <tr> <td data-bbox="282 763 363 862">5</td><td data-bbox="371 763 1497 862">General Information Sheet and complete Articles of Incorporation (for bidders under SEC)</td></tr> <tr> <td data-bbox="282 866 363 931">6</td><td data-bbox="371 866 1497 931">Organizational set-up of the Agency</td></tr> <tr> <td data-bbox="282 936 363 1001">7</td><td data-bbox="371 936 1497 1001">NTC Certificate of Registration (for telecommunication equipment)</td></tr> <tr> <td data-bbox="282 1005 363 1104">8</td><td data-bbox="371 1005 1497 1104">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 data-bbox="282 1108 363 1207">9</td><td data-bbox="371 1108 1497 1207">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 data-bbox="282 1211 363 1276">10</td><td data-bbox="371 1211 1497 1276">Individual bio-data of the prospective guards to be deployed</td></tr> <tr> <td data-bbox="282 1281 363 1346">11</td><td data-bbox="371 1281 1497 1346">Security Plan</td></tr> <tr> <td data-bbox="282 1350 363 1534">12</td><td data-bbox="371 1350 1497 1534"> 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 data-bbox="282 1538 363 1637">13</td><td data-bbox="371 1538 1497 1637">Certification as to compliance with Manpower Requirements under Section VI. Schedule of Requirements</td></tr> <tr> <td data-bbox="282 1641 363 1706">14</td><td data-bbox="371 1641 1497 1706">Recommendations or certificate of appreciation, if any</td></tr> <tr> <td data-bbox="282 1711 363 1980">15</td><td data-bbox="371 1711 1497 1980"> 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"> • Payroll or pay slip duly acknowledged by the guards for the past three months; • Official Receipt of remittance to the SSS with the attached Contribution Collection List (R-3 for SSS) for the past three months; • Official Receipt of remittance to the PhilHealth with the Employer's Remittance Report (RF-1 for PhilHealth) for the past three months; </td></tr> </tbody> </table>	No.	Documents	1	BIR 2303	2	Latest income and business tax returns (BIR Form 1701Q or 1702Q) 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), whichever is applicable, 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)	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"> • Payroll or pay slip duly acknowledged by the guards for the past three months; • Official Receipt of remittance to the SSS with the attached Contribution Collection List (R-3 for SSS) for the past three months; • Official Receipt of remittance to the PhilHealth with the Employer's Remittance Report (RF-1 for PhilHealth) for the past three months;
No.	Documents																																
1	BIR 2303																																
2	Latest income and business tax returns (BIR Form 1701Q or 1702Q) 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), whichever is applicable, 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)																																
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"> • Payroll or pay slip duly acknowledged by the guards for the past three months; • Official Receipt of remittance to the SSS with the attached Contribution Collection List (R-3 for SSS) for the past three months; • Official Receipt of remittance to the PhilHealth with the Employer's Remittance Report (RF-1 for PhilHealth) for the past three months; 																																

		<ul style="list-style-type: none">● Official Receipt of remittance to the Pag-IBIG with the attached Remittance List (HQP-PFF-053) for the past three months;● 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 service or experiences● Liquidity● Licenses or accreditation number● Articles of Incorporation or Certificate of SEC registration with the latest general information sheet submitted to the SEC● 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 plant to enhance capability and upgrade skills of Security Guards, presenting pertinent training certificates						
21.1	List of additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity. <table><tr><td>No.</td><td>Documents</td></tr><tr><td>1</td><td>Signed Notice of Award</td></tr><tr><td>2</td><td>Performance Security in accordance with Section 39 of the Revised IRR of RA 9184</td></tr></table>		No.	Documents	1	Signed Notice of Award	2	Performance Security in accordance with Section 39 of the Revised IRR of RA 9184
No.	Documents							
1	Signed Notice of Award							
2	Performance Security in accordance with Section 39 of the Revised IRR of RA 9184							
Additional Clause	The bidder, or its authorized representative/s, shall affix their initials on each and every page of the bid in the financial envelopes including documents that require the bidder's, or its authorized representative's signature.							

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause																																									
1	<p>1. The AGENCY shall provide Thirty-three (33) licensed, qualified, and uniformed guards with authorized and licensed firearms at the prescribed buildings within the UP Baguio premises, to guard and protect from injuries, damages, and losses of whatever nature, extent or description through assault, trespass, arson, theft, robbery , mischief or any unlawful or negligent act, the said buildings, the faculty, students, personnel , visitors and properties located therein and all the cars parked in the premises; Provided that the number of security guards may be increased or decreased by mutual written agreement of the parties, depending upon the security requirements of the UNIVERSITY, Provided further that the AGENCY shall have a pool of available reserve guards to ensure the presence of adequate relievers whenever the need arises.</p> <p>The AGENCY shall adopt a guarding scheme of three (3) working shifts of eight (8) hours each, deploying Thirty-three (33) guards per day, in accordance with the following schedules:</p> <table><tr><th>Post</th><th>1st Shift (7:00AM-3:00PM)</th><th>2nd Shift (3:00PM-11:00PM)</th><th>3rd Shift (11:00PM-7:00AM)</th><th>Single Post</th></tr><tr><td>Entrance</td><td>1 Female</td><td>1 Female</td><td>1 Male</td><td></td></tr><tr><td>Roving</td><td>1 Male</td><td>1 Male</td><td>1 Male</td><td></td></tr><tr><td>College of Social Sciences</td><td>1 Male</td><td>1 Male</td><td>1 Male</td><td></td></tr><tr><td>Library Gate</td><td>1 Female</td><td>1 Male</td><td>1 Male</td><td></td></tr><tr><td>Human Kinetics Program Building</td><td>1 Male</td><td>1 Male</td><td>1 Male</td><td></td></tr><tr><td>Residence Hall (Dorm) / Walk-up</td><td>1 Female</td><td>1 Female</td><td>1 Male</td><td></td></tr><tr><td>Balay Internasyonal</td><td>1 Male</td><td>1 Male</td><td>1 Male</td><td></td></tr></table>	Post	1st Shift (7:00AM-3:00PM)	2nd Shift (3:00PM-11:00PM)	3rd Shift (11:00PM-7:00AM)	Single Post	Entrance	1 Female	1 Female	1 Male		Roving	1 Male	1 Male	1 Male		College of Social Sciences	1 Male	1 Male	1 Male		Library Gate	1 Female	1 Male	1 Male		Human Kinetics Program Building	1 Male	1 Male	1 Male		Residence Hall (Dorm) / Walk-up	1 Female	1 Female	1 Male		Balay Internasyonal	1 Male	1 Male	1 Male	
Post	1st Shift (7:00AM-3:00PM)	2nd Shift (3:00PM-11:00PM)	3rd Shift (11:00PM-7:00AM)	Single Post																																					
Entrance	1 Female	1 Female	1 Male																																						
Roving	1 Male	1 Male	1 Male																																						
College of Social Sciences	1 Male	1 Male	1 Male																																						
Library Gate	1 Female	1 Male	1 Male																																						
Human Kinetics Program Building	1 Male	1 Male	1 Male																																						
Residence Hall (Dorm) / Walk-up	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		
	College of Arts and Communications			1 Male	
	Kolehiyo ng Agham		1 Male		
	Guard House				1 Female 8:00AM to 4:00PM
	Museo Kordilyera				1 Male 9:00 AM to 5:00 PM
	Traffic				1 Male 7:00 AM to 3:00 PM
	Perimeter Roving Near Alumni and Canteen Area		1 Male	1 Male	
	<p>2. The following documents as incorporated hereto and shall be deemed to form and be read and construed as part of this Agreement, viz:</p> <ul style="list-style-type: none"> a. Cost Distribution b. List of Buildings c. the Supplier's Bid d. the Schedule of Requirements e. Standard Operating procedures f. Supplemental Conditions. 				
	<p>3. The AGENCY shall assign duly licensed security guards who, before discharging their duties as such, shall submit to the UNIVERSITY, 201 files to include the following documents:</p>				

	<ul style="list-style-type: none"> a. Clearances from the NBI, PNP and Fiscal certifying that their guards have no criminal/ derogatory record, have not been convicted of any offense, and have no pending cases against them; b. Medical certification from a government physician certifying the physical fitness of their guards; c. Neuro-psychiatric test conducted by a government physician showing the mental and emotional health of the guards; d. Certificate from the Barangay Captain of the barangay where their guards are presently residing attesting that they are of good moral character, courteous, honest and not addicted to drugs or any narcotics and not alcoholics; e. Certificate from the agency that their guards are of good moral character, courteous, honest and not addicted to drugs or any narcotics and alcohol; f. Certification from the previous employer of the guards that the latter have not been dishonorably discharged/ separated or forced to resign for questionable behavior; g. Original and photocopy of their guard's respective licenses and the serial numbers of their firearms; h. COVID-19 Vaccine Passport.
	<p>4. The UNIVERSITY shall have the right to ask for, and the AGENCY shall be bound to immediately furnish security guards other than the ones actually assigned to the premises, if for any reason the security guards so assigned become unacceptable to the UNIVERSITY.</p>
	<p>5. The AGENCY shall be responsible for the supervision and control of its Security Guards and other personnel assigned to the UNIVERSITY. The AGENCY hereby warrants its faithful compliance with its obligations as the employer of such security guards or personnel. The UNIVERSITY shall not in any way be held responsible or be liable for any claim or damages, or injury or death arising from, or suffered by such security guards or personnel, occurring in the course of the performance of their duties and/or functions. In this regard, the AGENCY shall maintain and keep the UNIVERSITY free and harmless from any liability or charges imposed upon the AGENCY for violation of the New Labor Code, its amendments or any law or ordinance, and in proper cases, indemnify the UNIVERSITY for any liability or charge imposed or sought to be imposed upon the UNIVERSITY by reason of its Contract with the AGENCY. It shall likewise keep the UNIVERSITY free from all claims, demands, suits, judgments, including costs and expenses arising out of or by reason of injury or damage to property or injury or death of persons due to the operations of the AGENCY.</p>
	<p>6. The AGENCY shall inform and make its security guards aware of their general and specific instructions, and orient them on UNIVERSITY policies, and the rules and regulations of their respective areas of assignment.</p>

	<p>7. The UNIVERSITY, through the UP Baguio Police Force, shall supervise and monitor the actual delivery of security services by such security guards and personnel at their assigned posts. For this purpose, the AGENCY hereby recognizes the right of the UNIVERSITY to dialogue and meet with the security guards and other personnel.</p> <p>The UPB Vice Chancellor for Administration shall direct the UP Baguio Police Force to submit a report of its monitoring of the AGENCY every 15th and 30th of the month to the Chancellor, providing copies thereof to the Office of the Vice Chancellor for Administration, UP Baguio.</p>
	<p>8. The AGENCY shall at its own expense, make daily and periodic inspection of the guards assigned to the UNIVERSITY's premises and shall exercise discipline, control, supervision and administration over the security guards or personnel assigned to the UNIVERSITY in accordance with R.A. 5487 otherwise known as the "Private Security Agency Law. The UNIVERSITY or its authorized official shall have the right to inspect security guards or personnel of the AGENCY assigned to the UNIVERSITY with the purpose of determining the acceptability of the services rendered by the AGENCY to the UNIVERSITY. It is expressly agreed and understood that the UNIVERSITY may, at any time, request the immediate replacement of any or all of the AGENCY's guards or personnel assigned to the UNIVERSITY for justifiable reasons.</p>
	<p>9. The UNIVERSITY, through the Office of the Vice Chancellor for Administration, shall conduct a monthly evaluation of the performance of the security guards.</p> <p>The report of the Vice Chancellor for Administration shall include, but not be limited to, the following matters:</p> <ul style="list-style-type: none"> a. Deployment and performance of AGENCY personnel; b. Problems incurred and suggested solutions; c. Agency's compliance with the provisions of this contract. <p>The Office of the Vice Chancellor for Administration shall collate and analyze all monthly reports from the OIC of the UP Baguio Security Office and rate the overall performance of the AGENCY as "Very Good", "Good", "Fair", or "Poor" for the purpose stated in Section 22 of this Contract.</p>
	<p>10. Security Guards shall be hired by the AGENCY itself, and this Contract shall not be deemed in any way to constitute a Contract of Employment between the UNIVERSITY and any of the security guards hired by the AGENCY, but merely as a contract specifying the conditions under which the AGENCY shall render services to the UNIVERSITY, and nothing herein contained shall be construed as constituting a partnership or joint venture between the AGENCY and the UNIVERSITY, and the AGENCY</p>

	<p>shall in all respects be deemed to perform the functions here under as an Independent Contractor.</p> <p>The AGENCY shall equip and provide each security guard , who must always be in proper uniform, with a flashlight, club, whistle and other equipment which might be needed for security purposes at all times. At least one security guard per building shall be equipped with a serviceable licensed firearm.</p>
	<p>11. As a precondition to this contract, the Contractor is responsible for informing all its employees of the University Rules and Regulations which they are expected to observe at all times. A copy of said Rules and Regulations is hereto attached as Annex “E”. The guards assigned to UP Baguio based on this Contract must attend the Anti-Sexual Harassment Orientation within three (3) weeks from the date of Notice of Award.</p>
	<p>12. The AGENCY shall be liable, jointly and severally with its security guards, to the UNIVERSITY or to any person mentioned in Section 1 hereof for any injury or damage suffered by them, or for any damage to, or loss of property, during the time of security coverage of the building and their immediate premises due to assault, arson, theft, robbery, mischief, or any unlawful or negligent act.</p> <p>On the basis of the investigation conducted by the Vice Chancellor for Administration with the AGENCY, represented by its duly authorized representative, the Office of the Vice Chancellor for Administration shall determine if the guard(s) of the AGENCY, or the AGENCY itself was at fault, or negligent, or did not exercise the due diligence required under the circumstances to prevent or minimize injury to persons or damage to or loss of property.</p> <p>In this regard, it shall be the duty of the Vice Chancellor for Administration to gather and submit to the UP Baguio Legal Office all the necessary documentary evidence to support a finding of negligence, if warranted, on the part of the AGENCY. The report of the Office of the Vice Chancellor for Administration involving injury to persons or damage to or loss of property, within the scope of the AGENCY’s responsibilities, must be submitted to the UP Baguio Legal Office not later than twenty-four (24) after the termination of each investigation.</p> <p>The findings of the UP Baguio Legal Office, shall bind the AGENCY, unless the latter appeals the same to the Office of the Chancellor within a period of ten (10) days from the time it is notified. The decision of the Chancellor shall be final and unappealable for the purpose of fixing responsibility for the injury, damage, or loss.</p>
	<p>13. The AGENCY shall not be liable for losses and/or damages due to the following:</p> <p>a. Fortuitous events/force majeure beyond the control of the guards</p>

	<p>to prevent fire, storm, flood, earthquake, acts of public enemy, war, rebellion, insurrection, acts of God, or the order of any court or regulatory or arbitral body of component jurisdiction; and</p> <p>b. Orders of the duly authorized official or representative of the UNIVERSITY beyond the scope of this Contract.</p>
	<p>14. The AGENCY hereby constitutes the UP Baguio Cashier's Office as its Attorney-in-Fact for the purpose of withholding such amount owing to the AGENCY as might be sufficient to satisfy its liability to the UNIVERSITY and/or persons as determined in paragraphs 5, 12, and 21. For this purpose, it shall be the duty of the Vice Chancellor for Administration to advise the U.P. Baguio Accounting Office of any reported injury to persons, damage to or loss of property within twenty four (24) hours after taking cognizance thereof, copies furnished to the U.P. Baguio Cashier's, the Office of the Chancellor, UP Baguio Legal Office and the AGENCY.</p>
	<p>15. The foregoing stipulations notwithstanding, the AGENCY undertakes that its guards shall faithfully perform such other duties and responsibilities communicated to it in writing which the UNIVERSITY may require.</p>
	<p>16. The AGENCY shall assume full and exclusive obligation to pay on time the wages of the security guards assigned to the UNIVERSITY under this Contract, including claims and other compensation as may be legally due said security guards, it being understood that the security guards are not employees of the UNIVERSITY but that of the AGENCY. The AGENCY hereby expressly agrees to absolve the UNIVERSITY from any liability arising from any present or future labor case involving any of its security guards in the performance of his/her functions of whatever nature pursuant to this Contract, as the same shall be fully assumed solely and exclusively by the AGENCY.</p>
	<p>17. The UNIVERSITY, through the Vice Chancellor for Administration, may at any time during the effectivity of this CONTRACT require the AGENCY to replace any security guards assigned by virtue of this Contract, and the Agency shall comply therewith within twenty-four (24) hours from notice.</p>
	<p>18. For and in consideration of the services and responsibilities fully and absolutely assumed by the AGENCY under this contract, the UNIVERSITY shall pay the AGENCY the contract amount, subject to adjustment if there are new government issuance in mandatory contributions, for a total of Thirty-three (33) security guards based on the Cost Distribution indicated in the agency's proposal attached hereto as Annex "A" and made an integral</p>

	<p>part hereof. The aforesaid amount shall be payable at the end of each month, subject to the usual government accounting and auditing rules and regulations; Provided, that all taxes due the Government shall be borne by the AGENCY; Provided further, that should The UNIVERSITY desire to increase the number of guards in excess of that stipulated herein any time before the expiration of this contract, the rate per guard per month shall be the same as the corresponding rate previously specified herein. In the event of a government-mandated increase in wages during the effectivity of this Contract, the contract price may be increased accordingly by an amount not exceeding the additional wages and benefits required by the law. The same shall be implemented only when funds allocated and appropriated for the purpose are available.</p> <p>In addition to the salary of the guards that will be assigned to the University, the Agency will provide "add-ons" to the guards at no extra cost to the University as embodied in the Supplemental Services attached hereto as Annex "D".</p>
	<p>19. As a pre-condition for any payment by the UNIVERSITY to the AGENCY under this contract, the latter shall submit to the Vice Chancellor for Administration official certifications from the appropriate government institutions concerned that the AGENCY has duly paid for Social Security Services, PhilHealth, and State Insurance Contributions, and other benefits of its employees under existing laws and regulations. It shall also submit a certification that each guard or employee assigned to the UNIVERSITY has duly received the corresponding wages and other compensation due them as provided by law. The payroll of the security guards assigned to the UNIVERSITY with the corresponding signatures indicating periods of time actually rendered as service must also be attached to said certification.</p> <p>Failure of the AGENCY to submit the above mentioned certifications earlier than five (5) days prior to the date of payment by the UNIVERSITY as provided under this Contract shall be considered a violation of the terms and conditions of this contract and shall give the UNIVERSITY the right to unilaterally rescind, revoke or terminate this contract, or withhold payment to the AGENCY until the latter shall have complied with the provision.</p> <p>If any of the above mentioned certifications are found to have forged signatures or fictitious names of the guards currently assigned to the subject premises within the U.P. Baguio campus, then the same shall likewise be considered a serious breach of this contract, which shall warrant the immediate rescission or pre-termination thereof, without prejudice to the taking of whatever other legal actions, sanctions or remedies are available to the UNIVERSITY under the law.</p>
	<p>20. The Standard Operating Procedure on Agency Guards marked (Annex E) and Supplemental Conditions (Annex F), shall form part of this Contract and shall be observed by both parties.</p>

	<p>21. Violation of any or all of the above terms and conditions shall give the UNIVERSITY the right to rescind, revoke or pre-terminate this Contract, without prejudice to the filing by the UNIVERSITY of the appropriate court action as warranted by the circumstances.</p>
	<p>22. This Contract may also be pre-terminated if the AGENCY receives an over-all rating below "Good", as defined in Section 9 hereof, twice during the entire contract period.</p>
	<p>23. In case of termination or pre-termination of this Contract for any of the reasons cited in the preceding sections, the UNIVERSITY shall serve a written notice to the AGENCY within fifteen (15) days before the intended date of pre-termination.</p>
	<p>24. The AGENCY hereby commits to vacate the premises upon the termination or pre-termination of this contract, and to peacefully turnover the premises to the incoming security agency that the UNIVERSITY will choose pursuant to government auditing and accounting rules and regulations. For this purpose, the AGENCY hereby designates the UNIVERSITY as its Attorney-in-Fact to effectuate the aforesaid purpose expressly</p>
	<p>25. This Contract shall be effective from 01 January 2023 to 31 December 2023. It is hereby understood that no renewal, hold-over or extension shall be allowed unless expressly agreed upon in writing by the UNIVERSITY and communicated to the AGENCY herein at least sixty (60) days before the expiration of the contract; Provided, that in case an emergency situation arises within the sixty (60) day period prior to the expiration date there is a shorter period to notify the AGENCY about any such renewal, hold-over or extension by the UNIVERSITY.</p>
	<p>26. In the event of any breach of the terms and conditions of this contract by the AGENCY, or in case the UNIVERSITY is impleaded in any litigation, initiated or brought by any of the personnel of the AGENCY, or by any third party as a consequence of the acts of the AGENCY or its personnel and the UNIVERSITY is compelled to seek judicial relief therefore, or to respond to one already filed in any judicial or quasi-judicial forum, the AGENCY, by way of attorney's fees, binds itself to pay the UNIVERSITY a sum equivalent to twenty five percent (25%) of the total amount claimed, but in no case less than Ten Thousand Pesos (PHP 10,000.00), aside from any and all damages and costs of litigation including other expenses to which the UNIVERSITY may be entitled under the law.</p>

	27. It is hereby understood that the venue for any litigation that may arise as a result of the breach or non-compliance of the terms and conditions of this Contract shall be the proper courts in Baguio City only.
	28. The failure of the UNIVERSITY to insist upon a strict performance of any of the terms, conditions, covenants hereof, shall neither be deemed a relinquishment or waiver or any right or remedy that the UNIVERSITY may have, nor shall it be construed a waiver of any subsequent breach or default of the terms and conditions herein contained, which shall be deemed to remain in full force and effect.
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 Brian D. Lumague, 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. Submission of documents for the establishment of Retirement Trust Fund (RTF) and payment of necessary deposits to the RTF.
4	Spot inspection of the performance of the security guards, their attendance, uniform at any time when it is deemed necessary.
5	<p>The security agency shall correct any defect in the delivery of security services which shall not be limited to replacement of any personnel, within twenty-four (24) hours upon receipt of the valid complaint. The corrected defect must be acceptable to UP Baguio</p> <p>STANDARD OPERATING PROCEDURES ON AGENCY GUARDS</p> <p>1. Immediately upon receipt of notice that a Security Agency won the bidding, said agency shall submit to the UP Baguio Police Force the following documents:</p> <ul style="list-style-type: none"> a. Clearances from the NBI, PNP, police and fiscal certifying that their guards have no criminal/ derogatory record, have not been convicted of any offense, and have no pending cases against them; b. Medical certificates from a government physician certifying the physical fitness of their guards; c. Neuropsychiatric test conducted by a government physician showing the mental) emotional health of their guards; d. Certification from the agency that their guards are of good moral character, courteous, honest, not addicted to drugs or any narcotics and alcoholic; e. Certification from the Barangay Captain of the barangay where their guards are presently residing attesting that they are of good moral character, courteous, honest, not addicted to drugs or any narcotics and alcoholic; f. Certification from the previous employer of the guards that the latter have not been dishonorably discharged/separated or forced to resign for questionable behavior; g. Original and photocopy of their guards' respective licenses and serial numbers; and, h. Policies, rules and regulations of the Agency. <p>2. The UP Baguio Police shall conduct the appropriate verification of the documents/clearances of each guard submitted by the Agency.</p> <p>3. Whenever exigencies of the service so require, agency guards may be posted to their assigned areas of responsibility even while verification is on-going as long as No. 4 is met and provided that whenever verification yielded negative</p>

	<p>results, the Agency shall be held responsible.</p> <p>4. Not later than open working day before effectivity of the contract, the Agency guards and their supervisors shall be requested to assemble at the UP Baguio Police Headquarters for briefing and general inspection.</p> <p>5. The Agency guard supervisors shall regularly coordinate with the UP Baguio Police during their tour of duty.</p> <p>6. The UP Baguio Police shall be furnished by the Agency guard supervisors with the following:</p> <ol style="list-style-type: none"> a. Guard schedules two working days before effectivity of each schedule; b. Consolidated daily situation reports not later than 1000H every working day; and c. Others as may be directed by the Overseer of the UP Baguio Police. <p>7. The UP Baguio Police shall supervise the blue guards. In case of the conflict between the agency supervisor and the UP Baguio Police, the decision of the latter shall prevail.</p> <p>8. Administrative briefings and inspections of blue guards shall be conducted regularly by the UP Baguio Police on time and dates designated by the Officer-In-Charge of the Agency guards to achieve harmony of efforts between UP Baguio Police elements and the blue guards.</p> <p>9. Any of the UP Baguio Police, particularly those assigned to patrol and traffic may monitor the work performance of the Agency guards while in the course of their official duties. Specific tasks, however, shall be designated by the Officer-In-Charge of the agency guards upon approval of the UP Baguio Police.</p> <p>10. The Officer-in-charge of the agency guards shall be responsible and accountable to the Overseer of the UP Baguio Police for the effective and regular supervision of the blue guards. He/She shall perform such tasks as may be necessary to carry this out. In all instances, the UP Baguio Police shall bear in mind that it is in the best interest of the university for the UP Baguio Police and the Agency guards to have collaborative, and not confrontational relations.</p> <p>11. Agency Guards who commit any of the following offenses shall be immediately replaced, if after due investigation, they are found guilty.</p> <ol style="list-style-type: none"> a) Sleeping on post; b) Abandonment of post; c) Intoxication and use of prohibited drugs; d) Prohibited compromise with the view of permitting offenders to escape arrest and punishment; e) Disobedience or insubordination; f) Intrigue against the UP in general and the UP BAGUIO POLICE FORCE in particular; g) Discourtesy;
--	---

	<ul style="list-style-type: none"> h) Smoking inside the campus; i) Habitual absences, tardiness, and loafing while on duty; j) Violation of UP BAGUIO POLICE FORCE rules and regulations concerning blue guards; and k) Other offenses punishable under the law and pertinent university rules and regulations. <p>No Agency guards shall report for duty in improper uniform, long hair, dirty shoes and buckles, untidy appearance and incomplete paraphernalia. Any blue guard who commits any of these acts for the second time shall be recommended for replacement if found guilty after due investigation.</p> <p>12.The Officer-in-charge of the agency guards shall be provided, if available, an office space at the UP Baguio Police Office for his/her use and to ensure maximum coordination and effective supervision of Agency guards by the UP Baguio Police, supplies, materials, furniture and other office necessities of the supervisor/OIC shall be provided, however, by the agency.</p> <p>13.UP Baguio Police assigned to monitor and/or supervise the agency guards shall perform their tasks in the most professional manner and in no way shall allow their personal prejudices to influence their judgment.</p> <p>14. The agency guards shall assist the UP Baguio Police preserve peace and order, prevent the commission of crimes, protect life and property, and perform such other duties and responsibilities as specified in their contract with the university. In cases of detection and apprehension of suspects, reports coordination and turnover of suspects shall be effected immediately with the UP Baguio Police.</p> <p>15. Violation of this SOP shall be reported to university authorities for information and appropriate action.</p> <p>16.This SOP may be amended and/or modified to achieve effective supervision of the blue guards, carry out the letter and intent of the contract between the university and the security agency, and protect the best interest of the University.</p> <p>For information and strict compliance.</p> <p>SUPPLEMENTAL CONDITIONS</p> <p>1. U.P. Baguio shall impose a fine of Five Hundred Pesos (P 500.00) for each and every offense/violation of its security guard of the following nature:</p> <ul style="list-style-type: none"> a. Sleeping while on duty; b. Abandonment of post; C. Intoxication; d. Disobedience/ insubordination; e. Discourtesy;
--	--

	<p>f. Habitual absence/tardiness;</p> <p>g. Reporting to duty in improper uniform/ untidy appearance or with incomplete paraphernalia;</p> <p>h. Smoking inside the campus;</p> <p>i. Straight Duty;</p> <p>j. Other offenses punishable under the law as well as pertinent University rules and regulations</p> <p>2. Upon request of U.P. Baguio, the security agency shall provide, free of charge, additional security guards as needed during special occasions at U.P. Baguio.</p>
--	--

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	Security Guards	33	12 months contract duration (1 January 2023 to 31 December 2023)

Manpower Deployment Requirements

Post	1st Shift (7:00AM-3:00PM)	2nd Shift (3:00PM-11:00PM)	3rd Shift (11:00PM-7:00AM)	Single Post
Entrance	1 Female	1 Female	1 Male	
Roving	1 Male	1 Male	1 Male	
College of Social Sciences	1 Male	1 Male	1 Male	
Library Gate	1 Female	1 Male	1 Male	
Human Kinetics Program Building	1 Male	1 Male	1 Male	
Residence Hall /Walk Up	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	0 Male	
College of Arts and Communications			1 Male	

Kolehiyo ng Agham		1 Male		
Guard House				1 Female 6:00AM to 2:00 PM
Museo Kordilyera				1 Male 9:00 AM to 5:00 PM
Traffic				1 Male 7:00 AM to 3:00 PM
Perimeter Roving Near Alumni and Canteen Area		1 Male	1 Male	

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	33 units
Portable First Aid Kit	33 units
Night Stick and Whistle	33 units
Flashlights with batteries (monthly)	33 units
Vault for Depository Firearms	1 unit
Raincoats and Boots	33 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

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

	<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 33 Security Guards for the period 1 January 2023 to 31 December 2023.	
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 of 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 Provider must have a retirement plan or separation plan of its 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 Provider 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 ● 33 Handcuffs ● 33 Portable First Aid Kit ● 33 Night Stick and Whistle ● 33 Flashlights with batteries ● 1 Vault for Depository Firearms ● 33 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 - Academic Institutions - Malls and Department Stores - Commercial Banks 	
The Service Provider shall have an office located in Baguio City.	
The Service Provider shall provide additional or reduce the number of guards/hours as may be directed by UP	

<p>Baguio Administration through a written notice under the same terms, conditions and rate of compensation set forth in the contract of service.</p>	
<p>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</p>	
<p>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.</p>	
<p>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 UP Baguio administration.</p>	
<p>The Service Provider shall 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.</p>	
<p>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</p>	

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 submit monthly to UP Baguio, 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 period, 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 caused 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.	

<p>The Service Provider shall subject its security personnel to drug, alcohol or other related tests from government accredited testing centers annually.</p>	
<p>The Service Provider shall fill up accurately the Cost Distribution hereto attached as Annex A.</p>	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

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

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (k) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (l) 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.

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

Dated this _____ day of _____ 20____.

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

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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

Note: This statement shall be supported with:

- 1 Contract/ Purchase Order
- 2 Certificate of Completion/ Sales Invoice/ Official Receipt
- 3 Certificate of Acceptance/ Sales Invoice/ Official Receipt

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]*

