



Government of the Republic of the Philippines
UNIVERSITY OF SOUTHEASTERN THE PHILIPPINES
Obrero Campus, Davao City

PHILIPPINE BIDDING DOCUMENTS

Procurement of

GOODS

Government of the Republic of the Philippines

For the

Supply of Twenty-One (21) Security Guards for USEP Obrero & Mintal Campuses

Pre-bid Conference – June 09, 2021 at 1:00 pm
Submission of Bid - June 23, 2021 at 1:00 pm
Opening of Bid - June 23, 2021 at 1:15 pm

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.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

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:

- a. 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;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. 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.



Republic of the Philippines
UNIVERSITY OF SOUTHEASTERN
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Bids and Awards Committee

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309

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INVITATION TO BID
ITB No. 2021-07/Services

The University of Southeastern Philippines (USEP), Obrero Campus, Davao City through Fund 101 intends to apply the sum of Eight Million Sixty-One Thousand Seven Hundred Forty-Two & 08/100 Pesos (PhP. 8,061,742.08) being the Approved Budget for the Contract (ABC) as payment for the project: Supply of Twenty-One (21) Security Guards, for USEP Obrero & Mintal Campuses, Davao City.

1. Now therefore, the USEP, through the Bids and Awards Committee (BAC), invites all interested bidders to apply for eligibility and to bid for the hereunder project:

Contract ID No.	Name of Project	Approved Budget for the Contract (ABC)	Duration of the Contract	Cost of Bid Documents
2021-07/Services	<i>Supply of Twenty-One (21) Security Guards for USEP Obrero & Mintal Campuses</i>	PhP. 8,061,742.08	Two (2) years (renewable yearly)	PhP 10,000.00

2. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
3. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project with a value of at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
5. 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 5183.

6. Interested bidders may obtain further information from USeP-BAC Secretariat and inspect the Bidding Documents at the address given below from 8:30 A.M. to 4:30 P.M. (Monday to Friday) except holidays.
7. A complete set of Bidding Documents may be acquired by interested Bidders on **June 02 to 22, 2021** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount stated in the table above for the package.

It may also be downloaded free of charge from the website of the Procuring Entity at www.usep.edu.ph, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
8. Bidders shall pay the applicable fee for the Bidding Documents not later than the date of submission of their bids in any of the following payments options:
 - a. *Over-the-counter payment at USeP-Cashier's office, Obrero Campus, Davao City;*
 - b. *Over-the-counter deposit at Development Bank of the Philippines (DBP) Account No. - 0915-010315-030 CM Recto Branch; or*
 - c. *Online fund transfer at Development Bank of the Philippines (DBP) Account No. 0915-010315-030 CM Recto Branch.*
9. Prior to payment, bidders are advised to coordinate first with the BAC Secretariat Head, Ms. Olivia D. Estremos, at (082) 227-8192 local 309 or through mobile phone at 09365127964 (Globe) for the issuance of the "Payment Order" and instructions.
10. The *USeP BAC* will hold a **Pre-Bid Conference** on **09 June 2021 (1:00 P.M.)**, which shall be open to prospective bidders & can be accessible online through the following link: <https://meet.google.com/uwf-hnty-mjh?authuser=0>.
11. Bids must be duly received by the BAC Secretariat at the address below on or before **23 June 2021 (1:00 P.M.)**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.
12. **Bid opening** shall be on **23 June 2021 (1:15 P.M.)** at the *USeP-Hostel, Obrero Campus, Davao City*, which shall be accessible online through the following link: Description: <https://meet.google.com/eed-agss-qkc?authuser=0>. Bids will be opened in the presence of the bidders' representative who choose to attend at the address below. **Only one representative of the Bidder shall be allowed to physically attend in the opening of bids.** Late bids shall not be accepted.

REYNILO D. GARCIA
Chairperson, Bids and Awards Committee-Goods & Services
University of Southeastern Philippines
Obrero Campus, Davao City

Telephone No. (+63) (82) 227-8192 LOCAL 309,
Website: <http://www.usep.edu.ph>
E-mail Address: usepbacgoods@gmail.com

13. The **USeP** 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

14. For further information, interested bidders may inspect the Bidding Documents or inquire from the BAC Secretariat Head, Miss Olivia D. Estremos, at the address and contact numbers stated above from 8:30 AM – 4:30 PM, Monday to Friday.

Sgd.
REYNILO D. GARCIA
Chairperson, Bids & Awards Committee (BAC)
Goods & Services

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 Southeastern Philippines (USEP)** wishes to receive Bids for the **Supply of Twenty-One (21) Security Guards for USEP Obrero & Mintal Campuses**, with identification number **2021-07/Services**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPs reference number, which is generated after the posting of the bid opportunity on the PhilGEPs website.]

The Procurement Project (referred to herein as “Project”) is composed of [*indicate number of lots or items*], 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 **General Appropriation ACT (Fund 101) & Fund 164** in the amount of **Eight Million Sixty-One Thousand Seven Hundred Forty-Two & 08/100 Pesos (PhP. 8,061.742.08)**.

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. *[Select one, delete other/s]*

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

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

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

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

[Select one, delete the other/s]

- 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.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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:

[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- b. Subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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 the **BDS**.
 - 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 the **BDS**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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:

[Select one, delete the other/s]

- a. Philippine Pesos.
- b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].*

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**.

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.

- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's 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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

[Select one, delete the other/s]

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

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

[Delete Options 2 and 3 if Framework Agreement will be used.]

- 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. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. 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, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,*}* 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**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.*}*

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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified 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> <p style="margin-left: 40px;">a) Supply of Twenty-One (21) Security Guards for USEP Obrero & Mintal Campuses</p>
7.1	N/A
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than PhP 161,234.84, <i>the amount equivalent to two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than PhP 403,087.10 , <i>the amount equivalent to five percent (5%) of ABC</i>] if bid security is in Surety Bond.</p>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p>Supply of Twenty-One (21) Security Guards for USEP Obrero & Mintal Campuses in the amount of Eight Million Sixty-One Thousand Seven Hundred Forty-Two & 08/100 Pesos (PhP. 8,061,742.08)</p>

20.2	<p><i>a. License to Operate</i></p> <p><i>b. Latest Income Tax Return filed through EFPS;</i></p> <p><i>c. Notarized Copy of Statement of Disposition of Clients, Security Guards, & Firearms submitted to and proof of receipt by the PNP-SAGSD;</i></p> <p><i>d. Certified True Copy and valid License to Operate issued by the Security Agency and Guards Supervisory Division (SAGSD) under RA 5487, otherwise known as the Private Security Agency as amended;</i></p> <p><i>e. Certificate of PADPAO Membership</i></p> <p><i>f. Latest Clearances from the following agencies: (as of June 2021)</i></p> <ul style="list-style-type: none"> <i>• Social Security System</i> <i>• Phil Health</i> <i>• Pag-Ibig</i> <p><i>g. Certificate of pending or no pending labor standards violations case/s issued by the National Labor Relations Commission (NLRC) and DOLE</i></p> <p><i>h. Affidavit to provide employee's welfare</i></p> <p><i>i. Certificate of satisfactory rating from SLCC.</i></p>
21.2	<p><i>a. List of personnel to be assigned with their complete qualifications and experience data</i></p> <p><i>b. List of communication equipment to be assigned with a copy of valid license/s from NTC</i></p> <p><i>c. List of firearms to be assigned with a copy of valid licenses from PNP-FED</i></p>

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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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 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. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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	
2.2	<p><i>The terms of payment shall be as follows:</i></p> <ol style="list-style-type: none"> <i>1. Client shall pay the Security Agency based on the latter's actual services rendered under this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month. It is understood that the Security Agency's billings include all the statutory compensation and benefits due to its Security Guards.</i> <i>2. The Security Agency shall inform the Client of the place and time of payment of wages and they may proceed with the payment of wages should the Client's representative, without the prejudice to do so, fail to arrive on the specified time and place to witness the payment.</i> <p>MANNER OF PAYMENT</p> <ol style="list-style-type: none"> <i>1. Payment shall be made every fifteenth (15th) day and at the end of each month for security services rendered per billing submitted by the Security Agency shall be supported by a properly accomplished payroll showing the gross amount earned, deductions and the net amounts payable to the Security Guards and properly signed daily time records. The number of Security Guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period.</i> <i>2. If Client becomes liable to any employee of the Security Agency under the provisions of any law resulting from the Security Agency's failure to comply with said law, the Security Agency shall reimburse Client for all payments made to said employee, including the cost of suit as the case maybe. The Security Agency shall, together with its billings, submit to the Client a sworn statement certifying that it has paid the salaries, wages and/or benefits due to its guards under the law for the billing period.</i>

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	Delivered, Weeks/Months
1	Supply of Twenty-One (21) Security Guards for USEP Obrero & Mintal Campuses	1 (lot) (21 Security Guards)	PhP. 8,061,742.08	Two (2) years (renewable yearly)

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.

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. 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.]
A.	SCOPE OF WORK	
	1. Qualified, acceptable, licensed, bonded, armed and uniformed security on a 24- hour daily coverage for the Client’s offices for the purpose of ensuring its security and safety, including the Client’s properties deposited and stored therein, as well as the persons and properties of Client’s employees, against losses and damage due to and/or caused by theft, pilferage, robbery and other lawful acts of strangers and/or third parties.	
	2. It shall provide the appropriate number of guards for two (2) shifts a day. The tour of duty for each guard on regular duty shall be twelve (12) hours daily. No guard shall be made to render more than twelve (12) hours of duty within a 24- hour period except in cases of extreme necessity and only upon prior written permission of the Client. Also provide one (1) reserve guard for each post	
	3. The Security Agency shall at all times extend security and protection to Client’s visitors and personnel within the office/s and those on authorized official travel/s/missions and as the need arises.	
	4. The Security Agency shall provide the following services: a. Provide one (1) Security Coordinator to handle Security concerns and coordinate with the Client’s management. b. Conduct quarterly Security Survey of the area being guarded. c. Round the clock Security Survey of the area being guarded. d. Conduct seminar at least twice a year to continually develop and upgrade the skills and knowledge of the security personnel assigned at USeP to revive responsibility among them. e. Conduct monthly meetings of guards to institute their alertness and discipline to maintain the desired maximum efficiency in the performance of their assigned task.	

f. Conduct seminar on Security and Safety Awareness for employees of the Client and other related subjects relevant to maintaining peace and order in the Client's premises.

g. Provide highly trained security personnel as Special Emergency Response Team of back-up during special occasion like anniversary celebration, Christmas Party, and during visits of government dignitaries, etc.

h. Provide in the formulation of Loss-Prevention Program of the Client, which includes measures in prevention of "Salisi" operations and all kinds of illegal "modus operandi" (e.g. Salisi, Budol-budol, Fixer and other related criminal acts)

B. MANPOWER REQUIREMENTS

The Security Agency shall provide the Client with Twenty-One (21) Security Guards for USEP-Obrero & Mintal Campuses with the following schedule, to wit:

USEP Campus Location/ Adress	Number of Guard/s on Duty		Days on Duty
	@ 7:00 am- 7:00 pm	@ 7:00 pm- 7:00 am	
Main Campus: Ihigo St. Obrero, Davao City	10 SG 2 LG	6 SG	Monday-Sunday Monday-Saturday
Mintal Campus: Mintal, Davao City	1 SG 1 LG	1 SG	Monday to Sunday Monday to Saturday
Total	14	7	21 guards

C. DEVICE AND EQUIPMENT REQUIREMENT

The Security Agency shall provide the following devices/equipment necessary for the effective delivery of services:

Device/Equipment	Quantity
FIREARMS	
1. 9mm with Ammunition	11 units
2. Magazine (extra)	11 units
COMMUNICATIONS EQUIPMENT	
1. Brand New Handheld radio w/ charger	12 units
CROWD CONTROL EQUIPMENT	
1. Megaphones	4 units
2. Police Whistles	21 pcs
3. Night Sticks	21 pcs
4. Handcuffs	21 pcs
5. Reflective VEST color orange	10 pcs
INVESTIGATIVE AND SURVEILLANCE SYSTEM	
1. Flashlight	21 pcs
2. Search Light/Spot Light, 2000W	3 units

	<p>SECURITY PARAPHERNALIA & SUPPLIES</p> <p>1. FIRST AID PERSONAL KIT PER GUARD 21 sets</p> <p>2. Umbrellas 10 pcs</p> <p>3. Rubber boots 21 pcs</p> <p>4. Rain Coats 21 pcs</p> <p>MOTOR POWERED VEHICLES</p> <p>1. Bicycle 1 unit</p> <p>1. Motorcycle w/ side car 1 unit</p> <p>OFFICE EQUIPMENT AND SUPPLIES</p> <p>1. Stapler with staple wire Regular Supply</p> <p>2. Record Book Regular Supply</p> <p>3. Bond Paper Regular Supply</p> <p>4. Folder Regular Supply</p> <p>5. Ball Pen Regular Supply</p> <p>6. Pentel Pen Regular Supply</p> <p>7. Paper Clips and Fasteners Regular Supply</p> <p>8. Highlighter Regular Supply</p> <p>9. Tape Eraser Regular Supply</p>	
D.	OBLIGATIONS AND RESPONSIBILITIES OF SECURITY AGENCY	
	<p>1. It is expressly understood and agreed that for all legal intents and purposes, all the guards of the Security Agency employed under this Contract shall not be considered employees of the Client. The Security Agency assumes full responsibility for the faithful and complete performance by the Security Guards of all their duties pursuant to the provisions of this Contract.</p> <p>2. The Security Agency shall ensure and guarantee that its Security Guards shall familiarize themselves with Client's officers and personnel and at all times accord them the highest respect and courtesy.</p> <p>3. The Security Agency shall submit promptly every morning to Client the shift guard mounting reports, as well as reports of all incidents of loss, injury and damage to life and property, involving Client's property and personnel that occurred during the previous day.</p> <p>4. The Security Agency shall provide each guard with the appropriate agency owned and licensed firearms and ammunitions as required in this Contract, or that which may be required by Client in the future as warranted by the situation, during his tour of duty, including but not limited to office equipment, tools, supplies and materials for the use, service and control of the security force under this Contract.</p> <p>5. The Security Agency shall exercise effective administration, control, supervision and inspection, through its Supervisors/Shift-in-Charge, to prevent any violation or commission of anomalous acts by the guards, whether on or off duty. The Security Agency shall be liable for any willful, intentional or negligent act or omission of the guards resulting in death/injury to Client's personnel or visitors, or damage/loss to Client's properties or those of its personnel or visitors within the service areas.</p> <p>6. The Security Agency shall assign only members of the force who are acceptable to Client and the Security Agency shall not pull out any Security Guard from Client without the written consent of the latter.</p> <p>7. The Security Agency hereby guarantees that all guards shall follow all regulations, policies, security programs and plans of</p>	

Client to continuously improve their performance, efficiency, discipline, fitness and preparedness, and warrants that all security guards shall observe the highest courtesy and respect towards all officials and employees of Client including authorized visitors in the execution of their duties.

8. The Security Agency shall provide Client with the number of guards as stated in this Contract, and any decrease or increase in the number of guards shall require the written approval of Client.

9. The Security Agency shall diligently and faithfully serve the best interests of Client in rendering its services and shall not, during the period of this Contract or at any time thereafter, use or disclose to any unauthorized person, firm or entity, any classified information concerning the business affairs of Client which any member of the security force of the Security Agency may have acquired by reasons of such contractual relationship.

10. The Security Agency hereby guarantees that the salaries of guards detailed with the Client shall be paid the regular working hours not later than the 20th day of the month and 5th day of the succeeding month. Any repetitive or unjustified delays in the payment of the salaries attributable to the Security Agency, or if the guards are not paid the exact amount due to them as reflected in the payroll, shall be sufficient ground for Client to terminate the Service Contract.

11. The Security Agency shall guarantee that all employer's share shall be paid by Client to the Security Agency, like the SSS premiums, State Insurance/ECC, PhilHealth, PAG-IBG and others and the corresponding employee's shares being deducted, are all remitted properly and on time to the concerned agencies and any unjustified delay or non-remittance of these amounts shall be sufficient ground for Client to remit these amounts directly to the concerned government agencies **and to provide payslip to all security guards assigned in obrero and mintal campus.**

12. The Security Agency shall assign to Client well trained, experienced, licensed, uniformed and armed guards who shall meet the following qualifications:

a. For Supervisor/Shift-in-Charge, must have at least 36 units in college and at least two (2) years experience in supervisory work. For the Regular Guard, at least High School graduate with at least two (2) years experience in security work.

b. Not related to any Client personnel within the 4th degree of consanguinity or affinity.

c. Of good moral character, mentally sound and without criminal or police records; must have clearance from the PNP-Accredited Drug Testing Center, the National Bureau of Investigation, and a Certificate from a Nuero-Psychiatrist duly accredited by the Philippine National Police.

13. The Security Agency hereby binds itself to pay its employees assigned in accordance with the provisions of the pertinent laws and/or other legal issuances governing security agencies. The Security Agency shall solely be responsible for the payment of all indemnities to its guards, which may arise under existing laws and shall comply with the provisions of all other Philippine laws relative to its employees. For information purposes, the Security Agency shall, every end of the month, submit to Client reports and/or information concerning illness

	<p>and/or accidents occurring or befalling its employees assigned to the Client.</p> <p>14. Security Agency must be compliant to all the requirements stated in DOLE Department Order No. 150-16 series of 2016.</p>	
E.	PAYMENT	
	<p>1. Client shall pay the Security Agency based on the latter's actual services rendered under this Contract, taking into account the actual number of security guards, their actual tour of duty and respective compensations per month. It is understood that the Security Agency's billings include all the statutory compensation and benefits due to its Security Guards.</p> <p>2. The Security Agency shall inform the Client of the place and time of payment of wages and they may proceed with the payment of wages should the Client's representative, without the prejudice to do so, fail to arrive on the specified time and place to witness the payment.</p>	
F.	MANNER OF PAYMENT	
	<p>1. Payment shall be made every fifteenth (15th) day and at the end of each month for security services rendered per billing submitted by the Security Agency shall be supported by a properly accomplished payroll showing the gross amount earned, deductions and the net amounts payable to the Security Guards and properly signed daily time records. The number of Security Guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period.</p> <p>2. If Client becomes liable to any employee of the Security Agency under the provisions of any law resulting from the Security Agency's failure to comply with said law, the Security Agency shall reimburse Client for all payments made to said employee, including the cost of suit as the case maybe. The Security Agency shall, together with its billings, submit to the Client a sworn statement certifying that it has paid the salaries, wages and/or benefits due to its guards under the law for the billing period.</p>	
G.	RIGHTS OF CLIENT	
	<p>1. Client shall conduct inspection in ranks/formation of guards, firearms, and other equipment as required in the Contract upon the initial assumption of the contracted services before posting, and at least once every month thereafter.</p> <p>2. Client shall have the authority and prerogative to conduct inspections of the guards during their tour of duty and to institute measures and implement plans/programs aimed to upgrade their state of morale, discipline, efficiency, fitness and general preparedness.</p> <p>3. Client shall have the authority and prerogative to impose disciplinary sanctions for any violation committed by the Security Agency guard, during his tour of duty or off duty, inside the Client premises. Any such violation, which comes to the attention of the Security Agency first, shall be reported by the Security Agency to Client in writing for appropriate action of the latter.</p>	

	<p>4. Client shall have the right to increase or decrease the number of guards as the necessity for the same arises compensable in accordance with the provisions of the Labor Code and existing contract rate. Security Agency shall correspondingly increase or decrease the number of guards within twenty-four (24) from receipt of a written notice of that effect from Client, and Security Agency shall submit to Client within the first five (5) days of each month the updated list of guards to assigned, indicating the post, name, residence address of guards, license number, SSS number, tax account number, disposition and duty schedule.</p> <p>5. Whenever Client informs Security Agency in writing that any contracted guard, including any Security Agency personnel, in its findings and/or opinion is undesirable, the Security Agency shall, within twenty-four (24) hours from notice, relieve the employee and never again be assigned to Client's premises, and if, for any reason which it deems necessary to protect its interest, Client shall request in writing the revamp of the entire security force, Security Agency shall effect the same without additional cost on the part of Client.</p> <p>6. Client shall have the right to screen, select, accept and/or reject Security Agency's individual guards in accordance with Client's present criteria.</p> <p>7. Client shall have the right to inspect the guards at any time to insure the proper security of the personnel, materials and equipment within its premises. Likewise, the Chief Security Officer shall have the authority and prerogative to conduct inspection and impose disciplinary actions for any violations/s committed by the Security Agency guards, as provided in the preceding paragraph (2) and (3) above. This right of inspection by Client shall not relieve Security Agency from full responsibility for any inadequate security and protection of its personnel, premises and the contents thereof.</p> <p>8. Security Agency's security guards and personnel shall be under the supervision and control of Client with respect to deployment, work shifts and execution of security plans.</p> <p>9. Client, for the purpose of implementing the operational aspects of this Contract, shall officially deal with the Licensee or his/her authorized representative as indicated in the License to Operate of the Security Agency.</p> <p>10. Client shall have access to records of payment of salaries and/or auditorial right over the payroll of the Security Agency.</p>	
H.	RIGHTS OF CLIENT TO TERMINATE CONTRACT	
	<p>1. It is expressly understood herein that the relationship of the Security Agency with Client is based purely on the trust and confidence of the latter in the former and that the Client shall have the right to terminate the Contract in case of loss of said trust and confidence in the Security Agency, upon thirty (30) days prior written notice therefore to Security Agency.</p> <p>2. Client shall have the right to terminate the Contract, after 30-day written notice to the Security Agency on the following grounds:</p> <p>a. When Security Agency guard/s has willfully and intentionally or through negligence caused the death of, or has</p>	

<p>inflicted serious physical injury on any person or any Client personnel inside Client premises while on official duty.</p> <p>b. When Security Agency guard/s has willfully and intentionally or through negligence caused irreparable damage to the prestige or any vital interest of Client, great destruction of Client properties and equipment, or great economic loss by personal participation or non-performance of his duties and responsibilities.</p> <p>c. When Security Agency has violated other obligation required under this Contract and refused to comply and/or remedy the violation within the reasonable period given by Client.</p> <p>d. When Security Agency fails to pay the salaries of any guard in accordance with the Contract for two consecutive billing periods without just cause.</p> <p>e. When upon result of the audit findings, Client finds the Security Agency resorting to unauthorized illegal, involuntary and unreasonable deductions resulting to short and underpayment of salaries of guards thereby affecting their state of morale and efficiency.</p> <p>f. When Client finds the Security Agency to have failed in their obligation to any of its guards based on the Security Agency's Contract with Client, thus, affecting the state of morale and efficiency of the entire force.</p> <p>g. When Security Agency increased or decreased the number of guards without written approval of Client.</p> <p>3. Client as its interest may require, shall have the right to cancel or terminate the Award of this Contract when the Security Agency, upon written notice, fails to comply any or all of the following, before the initial posting:</p> <p>a. Present physical to Client all the devices and equipment requirements under this Contract, including the list of names of security guards to be posted; and/or</p> <p>b. Provide the performance security as required under this Contract within the reasonable period prescribed by Client.</p> <p>4. Client may, without incurring liability, and as its interest may require, terminate the Contract in whole or in part, at any time, at its convenience by written notice sent to the Security Agency. The notice of termination shall specify that such termination is for Client's convenience and state the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.</p>	
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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:

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

Technical Documents

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

Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

For Post-Qualification:

1. Latest Income Tax Return filed through EFPS;
2. Notarized Copy of Statement of Disposition of Clients, Security Guards, & Firearms submitted to and proof of receipt by the PNP-SAGSD;
3. Certified True Copy and valid License to Operate issued by the Security Agency and Guards Supervisory Division (SAGSD) under RA 5487, otherwise known as the Private Security Agency as amended;
4. Latest Clearances from the following agencies: (as of First Quarter of 2021 with proof of payment for April 2021 remittances)
 - Social Security System
 - PhilHealth
 - Pag-Ibig
5. Certificate of pending or no pending labor standards violations case/s issued by the National Labor Relations Commission (NLRC) and DOLE
6. Certificate of satisfactory rating from SLCC.
7. List of personnel to be assigned with their complete qualifications and experience data
8. List of communication equipment to be assigned with a copy of valid license/s from NTC
9. List of firearms to be assigned with a copy of valid licenses from PNP/FED

Bid Proposal Form

A. AMOUNT DIRECTLY TO SECURITY GUARD: (12 hours duty per day)

For those who are required to work everyday including Sundays or rest days, Special days and regular holidays (Wage Order No. RTWPB – XI – 20 effective February 16, 2019)

ADR – Average Daily Rate (Minimum wage)

EMR – Equivalent Monthly Rate

Where 393.80 days:

- 297 days = Ordinary working days
- 24 days = Regular Holidays x 200%
- 67.60 days = 52 Rest Days x 130%
- 5.20 days = 4 Special Days x 130%
- 393.80 days = Total Equivalent Number of Days**

1. Basic Average Monthly Salary:

EMR = Php. _____ x 393.80 days
12 mos. Php. _____

- 2. Night Differential Pay Php. _____
- 3. Five days Incentive leave pay Php. _____
- 4. 13th Month Pay (DWx365days/12mos/12) Php. _____
- 5. Uniform allowance (R.A. 5487) Php. _____
- Sub – Total Php. _____
- 6. Overtime pay (4) hours/day Php. _____
- Total Amount Directly Paid to Guard **Php. _____**

B. AMOUNT PAID TO GOV'T IN FAVOR OF THE SECURITY GUARD (employer's share):

- 1. SSS Premium Php. _____
- 2. Pag-ibig contributions Php. _____
- 3. Phil health Php. _____
- 4. EC Insurance Premium Php. _____
- 5. Retirement Pay Php. _____
- Total Amount paid to Gov't** PhP _____
- Amount Paid directly to guard and to Gov't** **Php. _____**

C. Other (if any):

- 1. Agency Administrative & Miscellaneous Expenses & Margin of Profit Php. _____
- 2. Tax (es) Php. _____
 - a. VAT (12% of C.1) Php. _____ **Php. _____**

Grand Total **Php. _____**
=====

14 Security Guards x Php. _____ = Php. _____ x twelve (12) months
= Php. _____ Total Bid Price for twelve (12) months of 14 Security for DAY SHIFT

A. AMOUNT DIRECTLY TO SECURITY GUARD: (12 hours duty per day)

For those who are required to work everyday including Sundays or rest days, Special days and regular holidays (Wage Order No. RTWPB – XI – 20 effective February 16, 2019)

ADR – Average Daily Rate (Minimum wage)

EMR – Equivalent Monthly Rate

Where 393.80 days:

- 297 days = Ordinary working days
- 24 days = Regular Holidays x 200%
- 67.60 days = 52 Rest Days x 130%
- 5.20 days = 4 Special Days x 130%
- 393.8 days = Total Equivalent Number of Days**

1. Basic Average Monthly Salary:

$$\text{EMR} = \frac{\text{Php.} \quad \times 393.80 \text{ days}}{12 \text{ mos.}}$$

Php. _____

2. Night Differential Pay

Php. _____

3. Five days Incentive leave pay

Php. _____

4. 13th Month Pay (DWx365days/12mos/12)

Php. _____

5. Uniform allowance (R.A. 5487)

Php. _____ **Php.** _____

Sub – Total

Php. _____

6. Overtime pay (4) hours/day

Php. _____

Total Amount Directly Paid to Guard

Php. _____

A. AMOUNT PAID TO GOV'T IN FAVOR OF THE SECURITY GUARD (employer's share):

1. SSS Premium

Php. _____

2. Pag-ibig contributions

Php. _____

Philhealth

Php. _____

3. EC Insurance Premium

Php. _____

4. Retirement Pay

Php. _____

Total Amount paid to Gov't

PhP. _____

Amount Paid directly to guard and to Gov't

Php. _____

B. Other (if any):

1. Agency Administrative & Miscellaneous Expenses & Margin of Profit

Php. _____

2. Tax (es)

b. VAT (12% of C.1)

Php _____ **Php.** _____

Grand Total

Php. _____

7 Security Guards x Php. _____ = Php. _____ x twelve (12) months

= Php. _____ Total Bid Price for twelve (12) months for 7 Security Guards NIGHT SHIFT

TOTAL:Php. _____ DAY SHIFT+Php. _____ NIGHT SHIFT =

