



University of the Philippines Visayas
Miagao, Iloilo

PHILIPPINE BIDDING DOCUMENTS PROCUREMENT OF GOODS

PROJECT TITLE:

**SECURITY SERVICES FOR UP VISAYAS CAMPUSES
TO INCLUDE: MIAGAO, ILOILO CITY,
BRACKISHWATER AQUACULTURE STATION,
MARINE BIOLOGICAL STATION, BATAN
MARICULTURE STATION, AND UPV EXTENSION
CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)**

16 December 2024

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



UNIVERSITY OF THE PHILIPPINES VISAYAS
Bids and Awards Committee
Miagao, Iloilo

**INVITATION TO BID FOR SECURITY SERVICES FOR UP
VISAYAS CAMPUSES TO INCLUDE: MIAGAO,
ILOILO CITY, BRACKISHWATER AQUACULTURE
STATION, MARINE BIOLOGICAL STATION, BATAN
MARICULTURE STATION, AND UPV EXTENSION
CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)**

1. The *UNIVERSITY OF THE PHILIPPINES VISAYAS*, through the NEP intends to apply the sum of Php27,040,669.34 being the ABC to payments under the contract for “SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)”. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *UNIVERSITY OF THE PHILIPPINES VISAYAS* now invites bids for the above Procurement Project. Delivery of the Goods is required by 01 July 2025, for a duration of one (1) year. Bidders should have completed, within 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.

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 VISAYAS* and inspect the Bidding Documents at the address given below during Monday – Friday, 9:00AM – 4:00PM except official holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *16 December 2024* from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Twenty Thousand Pesos (Php 20,000.00)*. The Procuring Entity shall allow the bidder to

present its proof of payment for the fees by presenting the UPV Official Receipts (OR) of by sending a copy to the UPV BAC official email address.

Payment may be sent through:

Bank: Land Bank of the Philippines, Miag-ao Branch
Account No: 3052 1015 13
Account Name: UP VISAYAS

Deposit slips/proof of payment must be sent to bac@upv.edu.ph for confirmation.

6. The *UNIVERSITY OF THE PHILIPPINES VISAYAS* will hold a Pre-Bid Conference¹ on 11:00AM, 23 December 2024 at CM12, College of Management Bldg., UP Visayas, Iloilo City and/or through video conferencing or webcasting via ZOOM (Meeting ID: 879 737 7116 Passcode: upvbac2022), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 11:00AM, 10 January 2025. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on 11:00AM, 10 January 2025 at the given address below and/or via ZOOM (Meeting ID: 879 737 7116 Passcode: upvbac2022). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *No instructions.*
11. The *UNIVERSITY OF THE PHILIPPINES VISAYAS* 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.
12. For further information, please refer to:

BAC Official Address:	Venue for Pre-Bidding Conferences and Opening of Bids:
<i>MS. ARLENE N. AVANCENA</i> <i>Chair, Bids and Awards Committee</i> <i>SPSO, Administrative Services Bldg.,</i> <i>UNIVERSITY OF THE PHILIPPINES VISAYAS</i> <i>Gen. Luna St., Iloilo City 5000</i> <i>(033) 315 9632 loc 181or 0917 147 5733</i> <i>bac@upv.edu.ph</i>	CM12, College of Management Bldg., UP Visayas, Iloilo City

13. You may visit the following websites:

For downloading of Bidding Documents: *upv.edu.ph*

Date of Issue: _____

ARLENE N. AVANCENA
BAC Chair

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 VISAYAS* wishes to receive Bids for the SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027).

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 *NEP* in the amount of Php27,040,669.34.

2.2. The source of funding is:

NGA, the National Expenditure Program.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at CM12, College of Management Bldg., UP Visayas, Iloilo City at 11:00AM, 23 December 2024 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 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.

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**.

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 Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *120 days after the date of opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies 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

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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.

- 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 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:

One (1) Lot

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

- 20.2. 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Security services.</i> b. completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP at <i>UP Visayas, Miagao, Iloilo</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>Php540,813.39 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 b. The amount of not less than <i>Php27,040,669.34 equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	<i>Project shall be awarded as one (1) lot.</i>
20.2	<i>All applicable licenses and permits relevant to the Project are required.</i>
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the 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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>All requirements are listed in the technical specifications and terms of reference.</i></p> <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>“The delivery terms applicable to this Contract are delivered <i>UP Visayas, Miagao, Iloilo</i>. 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: <i>Ronie Fabilo</i> <i>SSF, UP Visayas, Miagao, Iloilo</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p>

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

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

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

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

Packaging –

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

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

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

	Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p>

	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
	Regular and Recurring Services – No further instructions.
2.2	Monthly processing of Agency’s billing.
4	The inspections and tests that will be conducted are: <i>Security services evaluation mechanism of UPV</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 SECURITY SERVICES FOR UP VISAYAS MIAGAO AND ILOILO CITY CAMPUSES TO INCLUDE: BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)	1	Php27,040,669.34	1 Year to commence on 01 July 2025

Section VII. Technical Specifications

Technical Specifications

Additional documents for submission with the bid:

- **Questionnaire for Prospective Bidders duly accomplished and notarized (see attached template)**
- **Certificate of Site Inspection**
- **Detailed Security Plan**

Item	Specification	Statement of Compliance
1	<p>SUPPLY OF SECURITY SERVICES FOR UP VISAYAS MIAGAO AND ILOILO CITY CAMPUSES TO INCLUDE: BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)</p> <p>See Terms of Reference.</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>



University of the Philippines Visayas
Miagao, Iloilo

**TERMS OF REFERENCE FOR THE PROCUREMENT OF
SECURITY SERVICES FOR UP VISAYAS CAMPUSES**

OBJECTIVES

The University of the Philippines Visayas must ensure 24-hour security and protection for its constituents, guests/visitors, physical assets, properties, facilities and immediate premises located in:

1. UPV Miagao Campus
2. UPV Iloilo City Campus, Iloilo City;
3. Brackishwater Aquaculture Center (BAC), Leganes, Iloilo;
4. Marine Biological Station, Taklong Island, Guimaras;
5. Batan Mariculture Station, Batan, Aklan and,
6. Pandan, Antique Extension.

DEFINITION OF TERMS

UNIVERSITY- refers to the University of the Philippines Visayas
AGENCY - refers to Contractor as Security Service provider
UPVSSF - refers to the UPV Security Service Force

PROPOSED AGENCY SECURITY PLAN

The Agency shall prepare a comprehensive and detailed security plan giving emphasis on the manner or procedure on how to secure the UPV Officials, faculty, personnel, students, guests and all UPV properties.

This Security Plan shall likewise contain the number of guards to be deployed in the different priority posts, buildings or installations based on the Terms of Reference. Likewise, the comprehensive security plan will also include monitor the CCTV operation located on strategic locations and posting of security personnel to areas that deem necessary for the protection of the facilities as well as employees of the University. Specifically, the Agency shall submit a proposal on the method or procedure of operations in providing security to the University in terms of the following:

1. Distribution or deployment of guards;
2. Physical and perimeter security of UPV;
3. Security of UPV's personnel and constituents, properties and equipment;

4. Monitor / operate CCTV cameras ;
5. Mobile patrol for quick response
6. Specific number of security personnel that will be deployed
7. Quick response during emergency/disaster
8. Establish and Operate a Central Command Center Facility
9. Agency's administrative policies, procedures and sanctions; and
10. Agency's communications, equipment and transportation facilities.

UNIVERSITY POLICIES, GUIDELINES, AND REQUIREMENTS

A. Operating Policies

1)The Agency security guards and personnel shall be under the direct supervision and control of the Agency but the University, through its UPVSSF Chief, shall be consulted regularly on all security matters requiring the attention of the University; the UPVSSF Chief may likewise suggest measures for implementation by the Agency in order to efficiently and effectively carry out the basic purposes for which the Agency is being hired.

Annex 1 of this document details the duties and responsibilities of the security services provider, specifically those of the security guards, including the fixed-post and roving guards.

2)The University reserves the right to recommend the hiring of security guards based on existing University policies on qualification requirements for security guards to be posted at the University as found in **Annex 2** of this document.

3)The Agency shall obtain clearance with approval in writing from the UPVSSF Chief at least one week before any changes in the posting, changing, reassignment of guards within the UPV campuses.

4)No security guard shall be pulled out in the University and reassigned in the different establishment outside of the University campuses without clearance from the University.

5)The Agency shall be primarily responsible in matters of discipline, performance and breach of norms of conduct of the agency guards. However, the University, through the UPVSSF Chief, shall have the right to require the Agency to replace any erring security guard or personnel found to have violated specific performance requirements as provided for in R.A. 5487 ("An Act Governing the Organization and Management of Private Security Agency Company Guard Force and Government Security Force"); the Agency shall so

comply within 24 hours from notice in writing by the University.

- 6) The security guard of the Agency who is relieved or replaced by reason of discipline, performance or breach of conduct shall no longer be qualified for reassignment in the University, and that the policies of the University related to this concern will prevail over those of the Agency's.
- 7) The University, through the UPVSSF Chief, has the right and authority to conduct spot inspection to ensure that the Agency has faithfully complied with the provisions of the contract.
- 8) The University, through the UPVSSF, shall conduct a quarterly performance evaluation of the security service provider and shall submit a written report to UPV Central Administration.
- 9) The Agency shall be liable for any injury, damage to, loss of property during the time of security coverage of the buildings, facilities, installations or other structures and their immediate premises due to assault, arson, theft, robbery, mischief or any unlawful act of negligence of its security personnel.
- 10) The Agency shall rotate the assignments/posting of guards at least once every quarter, and submit the list of assignments to the UPVSSF.
- 11) The Agency is responsible for informing and making its security guards aware of University administrative policies, procedures, rules and regulations particularly those related to security matters.
- 12) The University reserves the right to verify and validate documents submitted by the Agency to government offices, specifically those related to the compliance of the Agency in the granting of personnel compensation and benefits; the Agency shall issue a Letter of Authorization in favor of the University upon signing of the Contract.

B. Administrative and Financial Requirements

1. The Agency shall assume full and exclusive obligations to pay the wages of the security guards assigned to the University including claims and other compensation as may be legally due them; *computation of salaries and wages must be based on DOLE Minimum Wage Order No. RBVI-28*, it is understood that the security guards are not employees of the University.
2. The Agency acknowledges and warrants that its security personnel shall be paid promptly their compensation through the bank (ATM) in accordance with existing labor laws and related wage orders.
3. The Agency shall submit a schedule of pay days which shall be at least every fifteen (15) days.
4. As a pre-condition for any payment of monthly billing by the Agency, the Agency shall submit the following:
 - a) Letter of request for payment addressed to the Chancellor through channel to reflect monthly billing by the Agency with the corresponding amount to be paid;

- b) Certified copy of Official Receipts (OR) of payments, with the corresponding Remittance List of the previous month payment to the SSS, Philhealth and PAG-IBIG Mutual Development Fund and such payment shall be paid by the Agency at the Iloilo City Branch Office of the aforementioned government agencies.
 - c) Official certification under oath that the Agency has paid the SSS, Philhealth, PAG-IBIG Fund and state insurance contributions and other benefits of the Agency guards for the preceding month;
 - d) Certification under oath signed by each guard assigned to the University that they had duly received from the Agency the corresponding wages, benefits and other compensation due them;
 - e) Copies of individual payslips that must be issued to each guard assigned to the University reflecting amounts due to the guard, such as wages, government-mandated deductions, and other benefits and/or deductions such as monetary contributions to death assistance and the like; these pay slips must be duly signed (original signature) of the Agency representative;
 - f) Copy of Agency payroll for the month being requested for payment;
 - g) Other documents/requirements as may be required by the University and/or the Commission on Audit (COA).
5. The first six (6) months billing of the Agency shall be subject to a ten percent (10%) retention fee to be retained by the University during the effectivity of the contract to answer for any loss, damage or money claim against the University.
 6. Upon execution of the contract, the Agency shall post a Performance Bond in any of the form provided for in Section 39 of RA 9184 for the faithful performance of its obligations to the University under the contract.
 7. Within one (1) month before the termination of the contract, the Agency shall post a Guaranty Bond in favor of the University in an amount equivalent to fifteen percent (15%) of the monthly gross pay of all the guards actually deployed to the University to answer for whatever claim that may arise by reason of the Agency's failure or refusal to pay the unpaid wages and benefits due the guards under existing labor laws and related social legislation.

C. Staff Development and Skills Upgrading

1. The Agency shall, at its expense, provide training/seminars/workshops on skills upgrading, proper conduct and decorum as well as Gender Sensitivity and Anti-Sexual Harassment Seminar for its security guards and must undergo First-Aid Training.
2. The Agency shall set up a pool of security guards that will be trained to assist in health-related emergency cases by the Health Services Unit of the University.
3. The Agency shall, in coordination with the Emergency Response System (ERS) Teams set up by the University, require its security guards to attend training

programs relative to the implementation of the University's ERS plan. The Agency shall set up an Emergency Response Team upon execution of the Contract to be on call during emergency situations and calamities.

V. LOGISTICS

A. Setting Up of a Security Command Center inside the U. P. Visayas Campus

The Agency shall set up a Security Command Center inside the UPV Campuses and shall establish a Security Command Center Facility with Mobile Patrol and quarter/barracks for quick response during emergency and disaster.

1. Appoint one (1) Field Manager or Operations Officer who will be based at the UPV Miagao campus of the University and who is expected to maintain a physical presence in the campus. The Field Manager or Operations Officer must also wear their office uniform with ID or polo barong and be given appropriate authority to act in behalf of the Agency so that he can immediately respond to emergency situations;
2. Provide basic office equipment and supplies in the office space provided by the University; and
3. Shoulder all maintenance and utility charges in connection with the operations of the Command Post including the salaries and benefits of their officers and office personnel so assigned.

B. Transportation, Equipment and Other Logistical Requirements

1. The Agency shall ensure that each guard reporting for duty must always be in complete prescribed uniform, and, at the minimum, must be equipped with the following:
 - a. Whistle
 - b. Flashlights
 - c. Night stick
 - d. Firearm
 - e. First Aid Kit (includes Betadine, Alcohol, cotton balls, Mefenamic Acid, Paracetamol, plaster, Immodium)
 - f. Handcuffs
2. The Agency must provide at least 50% of licensed firearms ratio to the number of security guards to be deployed, that must have undergone test firing to properly ensure their serviceability; additional firearms may be provided if deemed necessary.
3. To ensure efficient operations, the Agency must provide for the following within

one (1) month upon execution of the contract:

- a) At least two (2) vehicles (1) that can transport personnel from one campus to another within Panay Island and one (2) vehicle for use of the Agency and UPVSSF in the day to day operational security activities ; two (2) motorcycles, one (1) of which shall be assigned for the specific use of the UPVSSF personnel. Provide gasoline/fuel provision for use of the vehicles during approved UPV activities and other related events of the University.
 - i. Daily administrative and operational activities of the Agency and UPVSSF;
 - ii. Roving patrol during the day and night;
 - iii. Conduct patrol to Agency guards assigned at different posts; and
 - iv. Performance of security duties during UPV activities and assistance during emergencies.
 - b) Four (4) base radios with a 12-volt car battery as back-up during brown-outs or power interruptions to be installed and used during the entire contract period at the designated UPV facility in UPV Miagao campus, UPV Iloilo City campus, BAC, Leganes campus and Taklong Mariculture Station, Taklong Island, Guimaras. The said base radios are capable to transmit or establish contact with the UPV Miagao campus, UPV Iloilo City campus base radio, BAC, Leganes campus and Taklong Station, Taklong Island, Guimaras;
 - c) Adequate communication/handset radios and other communication facilities such as (i) at least fifty (50) radio handsets, two (2) of which shall be assigned for the specific use of UPVSSF personnel; and (ii) six (6) mobile phones, one in every UPV campus with sufficient load, the numbers of which shall be registered with the UPVSSF;
 - d) The installation of other alarm (intruder detection system) equipment is also encouraged to be included in the security plan.
 - e) At least two (2) under chassis mirrors;
4. Replacement of defective equipment and other logistical requirements must be immediately replaced.

VI. DEPLOYMENT OF GUARDS

The Agency must provide 24-hour security protection at the five specific locations by deploying security guards who will ensure the safety and protection of University constituents/guests/visitors, as well as security for all the physical assets, properties, facilities and immediate premises. The Agency will likewise deploy at least ten (10) female security guards for UPV Miagao campus and UPV Iloilo City campus.

A. Priority Buildings/Structures/Posts and Other Physical Structures –

a) UPV Miagao Campus

1. Box 1
2. Old School of Technology Building
3. New Administration Building
4. Villadolid Hall (Old Admin Bldg)
5. Library / Museum Building
6. College Union Building (CUB) & Bowling Alley Building
7. Tomas Fonacier Hall (College of Arts and Sciences (CAS) Bldg.
8. Pidlaoan Hall (AVR), Power House, & Umali Hall (FC)
9. Wet and Dry Laboratory
10. Wet Lab Gate
11. Hatchery
12. Diwata Shores
13. Infirmary, Property Depot
14. Executive/Guest House
15. Staff Houses, Dormitories, Covered Court & Grandstand
16. Physical Plant Office (PPO)
17. Box 2
18. Freshwater (FAS) & Land Fill Area
19. Rapid Filter
20. Reservoir Tank
21. Collector Well
22. New SOTECH building
23. Regional Research Center
24. New Library building
25. Faculty and Staff Housing Unit
26. Guardhouse at the entrance of RRC, SOTECH and Library buildings
27. Roving 1 (Staffhousing area/Faculty/Staff housing unit & dorm areas)
28. Roving 2 (Infirmary, SSF, Box 1. CUB. CAS. FC/AVR)
29. Roving 3 (Shift=In-Charge/Post-In-Charge)
30. Roving 4 (RRC. New SOTECH bldg.. & New Library bldg.)
31. Guardhouse/FC road
32. Guardhouse Mambatad area (right wing)
33. Guardhouse Mambatad area (left wing)

b) Iloilo City Campus

- Infante Ave. Gate
- Delgado Gate
- Ybiernas Gate
- Gen. Luna Gate 2 / GCEB

- High School / Faculty Buildings
- Graduate & Continuing Education Bldg. (GCEB)
- UPOU Building
- College of Management
- Balay Ilonggo
- Administrative Building
- UPV Auditorium
- Main Building
- Little Theater
- Cafeteria
- HB & PA Rooms
- SWF
- Gender Building
- UPV Cinematheque
- CDMO
- Cooperative Store

c.) BAC in Leganes, Iloilo

- Main Gate
- TVP Post 1
- SUMP II
- Dormitory
- Fish Ponds
- Laboratories

d.) Marine Biological Station, Taklong Island, Guimaras, and all its facilities, equipment and other assets inside the building and within its perimeter boundary;

e.) Batan Mariculture Station, Batan, Aklan, and all its facilities, equipment and other assets inside the building and within its perimeter boundary.

f.) Pandan, Antique Extension and all its facilities, equipment and other assets inside the building and within its perimeter boundary,

g.) Facilities

1. Networks and communications facilities; and
2. Equipment and all other physical assets inside the buildings and within the perimeter boundaries.

VII. OTHER SECURITY SERVICES

The Agency shall also provide adequate security to University officials and constituents during UPV activities and other events such as in, but not limited to:

1. Foundation/anniversary celebrations
2. Opening Exercises
3. Commencement Exercises
4. Lantern Parade
5. Cash Office bank transactions
6. Fire and Earthquake Drills at different UPV campuses
7. Other school activities

In cases where guests such as government VIPs and other important dignitaries visit the University, the Agency shall provide the necessary VIP security and facilitate security arrangements with local police authorities.

The Agency shall also provide security services/escort with service vehicle to UPV Cash personnel during bank transactions upon request.

Mobile Patrol

The mobile patrol will be stationed at the Security Command Center for quick response in case there is an emergency or unidentified person trying to enter the building captured by the CCTV cameras. There should also be a roving mobile patrol that will continuously roam around the campus during day and night shifts.

Quick Response

During earthquake or severe weather condition, the security agency will be the immediate responder to secure the facilities and coordinate with the UPV Security Service Force to facilitate the evacuation if necessary. The first responder on the scene will be the one to evaluate the situation and notify immediately the UPVSSF for further instructions.

Establishment of a Security Command Center Facility

The Security Command Center Facility will be established by the Security Agency to serve as the Center for security operations and monitoring of activities captured by the CCTV cameras. The Command Center should be equipped with monitors, radio equipment and vehicle to quickly respond to an emergency or any threat or intrusion of unidentified person within the campus. All strategic areas should be closely monitored by the data-base in the Security Center.

DUTIES AND RESPONSIBILITIES OF THE SECURITY SERVICE PROVIDER

A. General Duties and Responsibilities of Security Guards

1. Comply with the provisions of RA 5487 and its implementing rules and regulations - Eleven (11) General Orders; Code of Ethics and Code of Conduct;
2. Enforce all University Rules, Regulations and Polices;
3. Maintain the following logbooks in each guard post: All logbooks must have number pages and must be registered with the UPVSSF Office for monitoring and accountability upon termination of the contract. All used logbooks in each guard post must be accounted and certified by UPVSSF Office.
4.
 - a. Incident Logbook - To record all daily activities and all types of occurrences that transpires within the campus during their tour of duty;
 - b. Visitors' Logbook - To record the names of visitors, address, the name of the person being visited, the purpose of the visit, date and time of in and out and signature;
 - c. Property Logbook – To record the date and time items/equipment and other UPV properties, are pulled out and/or returned to UPV which must be covered with a Property Pass;
 - d. Vehicle Logbook - To record the ingress and egress of all UPV vehicles
5. Take charge in the raising and lowering of the national flag in accordance with the Republic Act 8491, An Act Prescribing the Code of the National Flag, Anthem, Motto, Coat-of-Arms and Other Heraldic Items and Devices of the Philippines;
6. Protect the networking and communications facilities i.e. fiber optic cables, server rooms, communications equipment, etc.;
7. Conduct preventive patrol against illegal loggers/hunters, squatters/ illegal occupants and other lawless elements operating in the area and arrest offenders, if warranted, and also assist the UPVSSF and Office of the Legal Services in the filing of appropriate charges with the proper authorities;
8. Assist the University in court cases by serving as witness/es when deemed proper and necessary;

9. Secure the area from stray animals;
10. Be familiar/knowledgeable with the location of all fire exits and safe use of fire extinguishers in the buildings as well as the location of fire hydrants in the campus and assist the University in emergency situations;
11. Turn off electrical power/main switches in the event of power outages/failures (brown outs) and other emergency situations;
12. Take charge of turning ON and OFF of street lights and other electrical facilities as determined by UPV, where applicable, and building perimeter lights based on schedule;
13. Monitor illegal/unauthorized connection of water and illegal/ unauthorized tapping of electricity inside the University premises and immediately file incident report;
14. Be knowledgeable about the coding system of priority decals attached to UPV properties so that agency guards know what to prioritize in the event of evacuation during emergency situations; also assist the University in the checking/ monitoring to ensure that UPV properties have priority decals;
15. File Incident Reports within 24 hours on any violation of laws and University rules (e.g. vandalism, unauthorized entries in Bundy cards, frat wars, gambling, use of prohibited drugs, smoking ban etc.);
16. Make sure that Agency guards are firm but courteous and tactful at all times especially in dealing with students, faculty, employees and guests of the University;
17. Make sure that Agency guards are in complete prescribed uniform and maintain a composure that commands respect at all times;
18. Require contractors/suppliers to present University clearance or permits from Chief, CDMO and/or Chief, SPSO before commencement of the project;
19. Prohibit private individuals or non-UPV constituents from parking their vehicles inside the campus when they do not have any business transaction with the University;
20. Require users of UPV facilities (UPV constituents and outsiders) to present permits issued by authorized offices;
21. Identify the location of the various offices and all other premises within the University campus so as to effectively provide direction to UPV constituents,

guests and visitors of the University;

22. Be knowledgeable of the names of key University officials and their contact numbers to be used specifically only during emergency situations
23. Maintain an updated directory of institutions (police stations, fire dept., hospitals, etc.) to expedite communication in emergency situations.
24. Perform other duties/functions as may be assigned by the University.

B. Specific Duties and Responsibilities of Fixed Post Guards

1. Monitor and control the ingress and egress of persons in the campus/building, vessel, premises and other installations;
2. Check and inspect IDs of students, faculty and employees of this University before they will be allowed to enter;
3. Screen and require all visitors to register in the Visitors' Logbook indicating their name, address, the name of person being visited, purpose, date and time and signature;
4. Conduct random inspection of bags and all personal belongings of UPV constituents and guests
5. Ban the entry of person/s in possession of unauthorized deadly weapons/explosives, prohibited drugs and other illegal materials/supplies, as well as beggars/mendicants, ambulant vendors without approved permits, as well persons who appear to be under the influence of drugs/liquors;
6. Require Property Gate Pass for classroom/office/laboratory equipment and furniture/furnishing and other equipment/supplies brought in/out of the University facilities/buildings/premises; Retain a copy of the Gate Pass and make appropriate entry in the Property logbook;
7. Maintain the smooth flow of traffic inside the campus by enforcing traffic rules i.e. speed limit, number of passengers, agreed pick up and drop off points. Record ingress and egress of UPV vehicles. Enforce the "No Sticker, No Entry" policy of the University;
8. Promptly submit incident report (within 24 hours) on any busted lights, water/gas pipe leakages, damage on properties and other campus maintenance concerns within area of assignment;
9. Conduct random roving inspection within area of assignment when there are no

roving guards assigned in the station, and

10. Maintain the cleanliness and upkeep of area of assignment - within the five (5) meter radius.

11. Perform other duties/functions as may be assigned by the University.

C. Duties and Responsibilities of Roving Guards

Check and inspect perimeter fences and boundary markers and immediately file Incident Report (within 24 hours) on damaged fences, traffic signs and/or dislocated/displaced markers;

1. Check and ensure that roads inside the campus are free from any obstruction to free flow of traffic; immediately report open manholes, fallen debris and other similar objects that pose danger to life and limb;
2. Maintain the smooth flow of traffic inside the campus by enforcing traffic rules i.e. speed limit, number of passengers, agreed pick up and drop off points. Record ingress and egress of UPV vehicles. Enforce the “No Sticker, No Entry” policy of the University;
3. Take charge of turning ON and OFF of street lights and identified building perimeter lights
4. Immediately file a report (within 24 hours) any incidents within the area of jurisdiction such as but not limited to unlawful acts which result in injuries, destruction, damages, losses, disruption in University operations, busted lights, water/gas pipe leakages, damage to properties and other matters that concern the protection of lives and properties.
5. Perform other duties/functions as may be assigned by the University

D. Specific Duties and Responsibilities of Roving Guards

1. Check and inspect perimeter fences and boundary markers and immediately file Incident Report (within 24 hours) on damaged fences, traffic signs and/or dislocated/displaced markers;
2. Check and ensure that roads inside the campus are free from any obstruction to free flow of traffic; immediately report open manholes, fallen debris and other similar objects that pose danger to life and limb;
3. Maintain the smooth flow of traffic inside the campus by enforcing traffic rules i.e. speed limit, number of passengers, agreed pick up and drop off points. Record ingress and egress of UPV vehicles. Enforce the “No Sticker, No Entry” policy of the University;
4. Perform other duties/functions as may be assigned by the University

E. Duties and Responsibilities of Roving Guards in Specific Locations

UPV Iloilo City Campus:

1. Perform duties and responsibilities enumerated in Annex 1A and 1C;
2. Ensure smooth flow of traffic at the Delgado, Infante and General Luna gates as well as the proper parking of vehicles in the parking areas;
3. Enforce rules prohibiting High School students from going outside the University premises during class hours without approved permit from the Principal or class advisers;
4. Manage and secure all gates of UPV Iloilo City Campus based on the issuances of the UPV Administration
5. Provide security services beyond regular duty hours when so requested during special events or affairs using UPV facilities such as the Auditorium, Little Theater, Training Rooms of GCEB and others, compensation for which shall be borne by the requestor based on daily minimum wage salary of the guard as prescribed by law.
6. Perform other duties/functions as may be assigned by the University

Brackishwater Aquaculture Center (BAC) in Leganes, Iloilo

1. Perform duties and responsibilities enumerated in Annex 1A and 1C;
2. Conduct day and night patrol along the fishponds and guard the facilities against poachers and intruders;
3. Be present during the harvesting of pond produce and submit to SSF the required report; and
4. Perform other duties/functions as may be assigned by the University

Batan Mariculture Center, Batan, Aklan

1. Perform duties and responsibilities enumerated in Annex 1A and 1C
2. Check and inspect perimeter fences and boundary markers and immediately file Incident Report (within 24 hours) on damaged fences, traffic signs and/or dislocated/displaced markers;
3. Check and ensure that roads/pathways inside the campus are free from any obstruction and immediately report fallen trees/debris and other similar objects

that pose danger to life and limb;

4. Take charge of turning ON and OFF of building and perimeter lights;
5. Immediately file a report (within 24 hours) any incidents within the area of jurisdiction such as but not limited to unlawful acts which result in injuries, destruction, damages, losses, disruption in University operations, busted lights, water/gas pipe leakages, damage to properties and other matters that concern the protection of lives and properties.
6. Protect the environment and ecological wild life of marine species present in the station in accordance with pertinent laws and regulations.
7. Perform other duties/functions as may be assigned by the University

UPV Marine Biological Station, Taklong Island, Guimaras

1. Perform duties and responsibilities enumerated in Annex 1A and 1C
2. Protect the environment ecological wild life of species found in the area in accordance with pertinent laws and regulations
3. Perform other duties/functions as may be assigned by the University

UPV PANDAN, ANTIQUE EXTENSION

1. Perform duties and responsibilities enumerated in Annex 1A and 1C
2. Protect the environment ecological wild life of species found in the area in accordance with pertinent laws and regulations.
3. Perform other duties/functions as may be assigned by the University

**QUALIFICATION REQUIREMENTS FOR SECURITY GUARDS
TO BE POSTED AT THE UNIVERSITY**

1. Clearances from the Philippine National Police, Municipal Trial Court and Regional Trial Court, respective of the place where they reside, certifying that they have not been convicted of any offense and that there is no pending criminal case against them;
2. A clearance from a government physician certifying that they are physically fit for the job, including clearance after a neuropsychiatric test;
3. A certification from the Agency that they have completed the training course/programs for security guards and that they are not mere trainees;
4. A certified photocopy of their updated security guard licenses and serial numbers;
5. A certification from the Barangay from where they reside that they are of good moral character, courteous, honest and not alcohol or drug dependents;
6. Individual result of neuro-psychiatric test issued by the MDENP Screening Center in Region 6, pursuant to Memorandum dated 23 November 1993 issued by the District of the PNP Civil Security Force District VI, including mandatory test provided therein, during the effectivity of the contract with the University within five (5) days after the examination;
7. A certification that they had undergone First-Aid Training conducted by Phil. National Red Cross (PNRC) or any accredited institution; and
8. Certificate of Attendance to the orientation-seminar on, University policies and location of all facilities to be conducted by the UPVSSF prior to deployment/posting in any University facility.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents
SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)

BIDDER: _____

Date: _____

<i>Member</i>	<i>Member</i>	<i>Member</i>	<i>Vice Chair</i>	<i>Chair</i>
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I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages including “Annex A”) **in accordance with Section 8.5.2 of the IRR** (Annex “A” and all its attachments must be present and valid);

Technical Documents

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

Financial Documents

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

Class "B" Documents

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

Remarks: () **Complying** () **Non Complying**

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
 (j) Original of duly signed and accomplished Computation Cost per Security Guard.

Remarks: () **Complying** () **Non Complying**



Statement identifying the Bidder's Single Largest Completed Contract similar in nature within the relevant period of five (5) years as provided in the bidding documents

Contract to be Bid: SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)

Business Name : _____

Business Address: _____

Name of Client	a. Owner's Name b. Address c. Telephone Nos.	Title of the Project in the Contract	Nature of Work	a. Date Awarded b. Contract Effectivity c. Date Completed	Contractor's Role (whether sole contractor, subcontractor, or partner in a JV)		a. Total Contract Value at Award b. Total Contract Value at Completion c. Contract Duration
					Description	%	
<u>Government</u>							
<u>Private</u>							

Note: This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the Owner
3. Owner's Certificate of Final Acceptance, Certificate of Completion, or Inspection and Acceptance Report
4. Constructors Performance Evaluation Summary (CPES) Final Rating, which must be satisfactory, if applicable

Submitted by : _____

(Print Name and Signature)

Designation : _____

Date : _____

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started
PROJECT: SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)

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. 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 Notice of Award and/or Contract:

Total Cost

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)

To: *UNIVERSITY OF THE PHILIPPINES VISAYAS*

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

STATEMENT OF CONFORMITY/COMPLIANCE

Project Title: SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)

Item	Specification	Statement of Compliance
		<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>

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with 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 SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027) of the UNIVERSITY OF THE PHILIPPINES VISAYAS, 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 SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027) of the UNIVERSITY OF THE PHILIPPINES VISAYAS, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027).
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]

**AUTHORITY OF SIGNATORY
SPECIAL POWER OF ATTORNEY**

I, _____, President of _____, a corporation incorporated under the laws of the Philippine Standard Laws with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it

(Name of the Authorized Representative)

and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent

(Name of the Company)

in the bidding of the project:

SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)
of the UNIVERSITY OF THE PHILIPPINES VISAYAS

as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 202__ at _____.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this ____ day of _____, 202__, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public

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

Note: The Authority of the Signature is a requirement in the Technical Envelope. For Single Proprietorship, there must be an affidavit of the owner or a Special Power of Attorney; for Partnership, a partnership resolution from the General Manager or President; for Corporation, a board resolution with secretary's certificate; for Joint Venture, a resolution signed by all the joint-venture partners.
Name of the Procuring Entity: UNIVERSITY OF THE PHILIPPINES VISAYAS

**AUTHORITY OF SIGNATORY
SECRETARY'S CERTIFICATE
(For Corporation)**

I, _____, a duly elected and qualified Corporate
(Name of the Representative)
Secretary of _____, a corporation duly organized and
(Name of the Company)
existing under and by virtue of the law of the Philippine Standard Laws, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same:

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is,
(Name of the Company)

authorized to participate in the bidding of the project: SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO, ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)

of the **University of the Philippines Visayas**; and that if awarded the Contract shall enter into a contract with the **University of the Philippines Visayas**; and in connection therewith hereby appoints _____, acting as duly
(Name of the authorized representative)

authorized and designated representative of _____, are
(Name of the Company)

granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and
(Name of the Company)

effectively as the _____ might do if personally
(Name of the Company)
present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the Board hereby authorizes its President to:

execute a waiver of jurisdiction whereby the _____
(Name of the Bidder/Company)

hereby submits itself to the jurisdiction of the Philippine Government and hereby waives its right to question the jurisdiction of the Philippine courts;

execute a waiver that the _____ shall not seek
(Name of the Bidder/Company)

and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this Contract to prevent and restrain the bidding procedures

related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract

WITNESS the signature of the undersigned as such officer of the said company this _____ day of _____, 2023.

Corporate Secretary

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this ___ day of _____, 2023 affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

Note: The Authority of the Signature is a requirement in the Technical Envelope. For Single Proprietorship, there must be an affidavit of the owner or a Special Power of Attorney; for Partnership, a partnership resolution from the General Manager or President; for Corporation, a board resolution with secretary's certificate; for Joint Venture, a resolution signed by all the joint-venture partners.

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

- A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

Year 20 _____		Amount (Php)
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
	Net Worth (1-3)	
	Net Working Capital (2-4)	

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

NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

The Bidder shall attach the AFS to the NFCC Computation for Eligibility Check Form.

NFCC=Php _____

Submitted By:

Name of the Firm/Contractor

Signature of Authorized Representative

NOTE:

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

Bid Form for the Procurement of Goods*[shall be submitted with the Bid]***BID FORM**

Date : _____

Project Identification No. : _____

To: UNIVERSITY OF THE PHILIPPINES VISAYAS

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or 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 PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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:

Name and address Amount and Purpose of
of agent Currency 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 Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

University of the Philippines
Diliman Quezon City

QUESTIONNAIRE FOR PROSPECTIVE BIDDERS
(additional requirement for eligibility)

1. Have you ever participated in any bidding in the University of the Philippines System?

Yes	No

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/ UP Campus	Name of Project	Amount of Project	Duration Start/ End	Status (On-going/ completed)

2. Has your company ever been suspended or blacklisted by the University of the Philippines System?

Yes	No

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/ UP Campus	Name of Project	Amount of Project	Duration Start/ End	Status (On-going/ lifted)

3. Has your company ever been suspended or blacklisted by any government agency or private company?

Yes	No

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/ UP Campus	Name of Project	Amount of Project	Duration Start/ End	Status (On-going/ lifted)

4. Has there ever been any project of your company in the University of the Philippines that was terminated by Administration?

YES	NO	NA

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/ UP Campus	Name of Project	Reason for termination	Date of Termination

5. Do you certify that all documents submitted by your company and personnel are authentic?

Yes	No

6. Is there any pending investigation and/or case filed against your company or your personnel to any court or any similar institutions in relation to any government contracts awarded to your company? In relation to practice of profession of any personnel?

Yes	No

If YES, fill up the table below. Use additional pages if necessary.

For Company

Case Filed	Where Filed	Data Filed	Status (On-going/resolved)	Remarks

For Personnel

Name of Personnel & Designation	Case Filed	Where Filed	Data Filed	Status (On-going/resolved)	Remarks

I hereby certify that all statements and information provided herein are complete, true and correct.

Name & Signature of Bidder's: _____

Authorized Representative: _____

Official Designation: _____

Company: _____

Date: _____

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2023, affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 2023
PTR No. : _____
Issued at : _____
Issued on: _____
TIN No. : _____

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



UNIVERSITY OF THE PHILIPPINES VISAYAS
BIDS AND AWARDS COMMITTEE

Miagao, Iloilo, Philippines 5023
Telephone/Telefax Nos. (033)3159858 (SITELCO)
email:sps@upv.edu.ph

CERTIFICATE OF SITE INSPECTION

This is to certify that _____ a representative
of _____ has conducted a site inspection on the
project:

**SECURITY SERVICES FOR UP VISAYAS CAMPUSES TO INCLUDE: MIAGAO,
ILOILO CITY, BRACKISHWATER AQUACULTURE STATION, MARINE
BIOLOGICAL STATION, BATAN MARICULTURE STATION, AND UPV
EXTENSION CAMPUS IN PANDAN ANTIQUE (ITB-2024-027)**

- UP Visayas Miag-ao** _____
- Iloilo City Campus** _____
- Brackishwater Aquaculture Station** _____
- Taklong Marine Biological Station** _____
- Batan Mariculture Station** _____
- Pandan, Antique Extension** _____

This certification is issued in connection for the bidding scheduled on 11:00AM, 10 January 2025.

UPV AUTHORIZED REPRESENTATIVE

Date: _____

BREAKDOWN OF COMPUTATION COST PER SECURITY GUARD

Wage Order No. RBVI -28

Minimum Wage Rate: _____ / per day

	Shift 1 8AM-4PM	Shift 2 4PM-12MN	Shift 3 12MN-8AM
Daily Basic Salary Rate			
Number of days per Year			
REIMBURSABLE COSTS			
(A) Payable Directly to Guard			
a. Basic Salary			
b. Night Differential Premium Pay			
c. Holiday Pay/Premium			
d. 13 th month pay – 1/12 of basic salary			
e. Service Incentive Leave Pay – 5 days per year			
f. Uniform Allowance – RA5487			
Total Amount directly to Guard (Sub Total A)			
(B) Payable to the Government (Employer Share)			
a. SSS			
b. PHILHEALTH			
c. State Insurance Fund			
d. PAG-IBIG			
Total Amount to Government in favor of Guard (Sub Total B)			
C. Total Monthly Amount to Guard and Government (A + B)			
D. Agency Fee			
E. VAT (RMC 39-2007)			
F. Monthly Contract Rate - (C + D+ E)			
G. No. of Security Guards			
H. COST FOR ONE (1) YEAR (F x G x 12 months)			
I. TOTAL BID AMOUNT			
TOTAL BID IN WORDS:			

 Bidder's Signature

 Printed Name

 Name of Company

 Address

 Telephone Number

Notes:

- 1. Strictly follow the format of breakdown of Computation Cost. Failure to follow required format will disqualify your bid**

- 2. Agency Fee :**

The Government Procurement Policy Board's (GPPB) clarification through its Non-Policy Matter Opinion No. 120 dated 06 December 2016 (NPM No. 120-2016) regarding the validity of the 20% standard administrative fee provided under DOLE DO 150-16, states: "Similar to the 10% administrative fee imposed under Section 9(b)(ii) of DOLE DO No. 18-A, **the 20% administrative fee provided for under Section 4 of DOLE DO No. 150-16 is also a percentage rate that has for its effect the fixing of a floor price on Service Agreements.** In this regard and following the position of the Government Procurement Policy Board (GPPB) as stated and explained in the following GPPB issuances, namely: GPPB Resolution (Res.) No.14-2012 dated 1 June 2012; GPPB Res. No. 14-2015 and GPPB Circular No. 04-2015, both dated 30 April 2015; and Policy Matter Opinion Nos. 03-2012 dated 30 November 2012 and 02-2013 dated 11 April 2014, as well as the case of Philippine Sports Commission, et. al. vs. Dear John Services, Inc. (G.R. No. 183260 dated 4 July 2012), **we are of the opinion that Section 4 of DOLE DO No. 150-16, insofar as it imposes a minimum administrative fee of 20% of the total contract cost for Service Agreement for security services, likewise runs counter to the provision of Section 31 of Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.**" Thus, UPV does not require for a minimum (percentage) for the administrative fee as a component of the total contract cost. Prospective bidders, however, are reminded to strictly comply with all relevant labor rules and regulations. As such, pursuant to Section 31 of the R.A. 9184 and in view of the pertinent issuances of the GPPB on the matter, the Approved Budget for the Contract (ABC) of the procurement activity shall be the upper limit or ceiling for bid price and that there shall be no lower limit to the amount of the award. Foregoing considered, the bids submitted must include in the computation of benefits all legal and regulatory requirements.