

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

**SUPPLY OF SECURITY SERVICES
PBM 2024-17**

Date Issued: November 23, 2024

**Sixth Edition
July 2020**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	12
5. Eligible Bidders.....	12
6. Origin of Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	14
12. Bid Prices	14
13. Bid and Payment Currencies	14
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	Error! Bookmark not defined.
2. Advance Payment and Terms of Payment	Error! Bookmark not defined.
3. Performance Security	Error! Bookmark not defined.
4. Inspection and Tests	Error! Bookmark not defined.
5. Warranty	Error! Bookmark not defined.
6. Liability of the Supplier	Error! Bookmark not defined.
Section V. Special Conditions of Contract	22

Section VI. Schedule of Requirements	28
Section VII. Technical Specifications	29
Section VIII. Checklist of Technical and Financial Documents	46

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 MINDANAO

Administration Building, Mintal, Davao City 8022, Philippines
T:293-0863 + 63 82 293 0258 E: bacsecretariat.upmindanao@up.edu.ph

INVITATION TO BID FOR THE SUPPLY OF SECURITY SERVICES (PBM 2024-17)

1. The *University of the Philippines Mindanao (UP Mindanao)*, through General Fund 101, Free Higher Education Subsidy, and Sports Complex MOOE 2025 intends to apply the following:

Item 1: *Nine Million Five Hundred Fourteen Thousand Seven Hundred Ninety-Six Pesos only [P9,514,796.00] consisting of 30 guards and*

Item 2: *Eight Million Two Hundred Ninety Thousand Eight Hundred Ninety-Three and 27/100 Pesos only [P4,593,836.52] consisting of 14 guards*

of the **Supply of Security Services** (with project identification number PBM 2024 - 17) being the ABC to payments under the security services contract.

Bids received in excess of the total ABC of ₱14,108,632.52 shall be automatically rejected at bid opening.

2. The *University of the Philippines Mindanao (UP Mindanao)* now invites bids for the above Procurement Project. The contract duration for this project is one (1) year to commence upon receipt of the Notice to Proceed (NTP). Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 the *University of the Philippines Mindanao (UP Mindanao)* and inspect the Bidding Documents at the address given below during *office hours Monday-Friday 8:00AM-5:00PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting November 23, 2024 from the given address and website(s) below *during office hours and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount listed below:*

<i>Approved Budget for the Contract</i>	<i>Maximum Cost of Bidding Documents (in Philippine Peso)</i>
<i>More than 5 Million up to 10 Million</i>	<i>10,000.00</i>

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

6. The *University of the Philippines Mindanao (UP Mindanao)* will hold a Pre-Bid Conference on **December 3, 2024 at 11:00 A.M.** through video conferencing or webcasting *via Zoom* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat on or before **December 20, 2024 at 11:00 A.M.** either manually or electronically.

Manual submission should be to the office address indicated below:

*The BAC Secretariat G/F Administration Building,
UP Mindanao Mintal, Davao City 8022*

Electronic or online submission of bids should be submitted to the official email below:

bacgoods.upmin@up.edu.ph

It should follow the attached Supplemental Guidelines. The printed copies shall be submitted during the post-qualification.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 20, 2024 at 11:00 A.M.** *at the Conference Room, 2F Administration Building, UP Mindanao, Mintal, Davao City.* Bids will be opened in the presence of the bidders' representatives who choose to attend the activity in person or through video conferencing/webcasting and/or via Zoom.
10. *Bidders are requested to submit two (2) copies of their bids in addition to the original set of bidding documents.*
11. The *University of the Philippines Mindanao (UP Mindanao)* 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 contact:

The BAC Secretariat

bacsecretariat.upmindanao@up.edu.ph

13. You may visit the following websites:

For downloading of Bidding Documents: *www2.upmin.edu.ph* and the *PhilGEPS* website

November 23, 2024

 Vice-Chair
FOR : **PROF. CLETO L. NAÑOLA JR.**
Chair, BAC for Goods

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, UP Mindanao wishes to receive Bids for the **Supply of Security Services** with project identification number PBM 2024-17.

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:

General Fund 101, Free Higher Education Subsidy, and Sports Complex MOOE 2025 with total amount of **P14,108,632.52**.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: [*Select either failure or monopoly of bidding based on market research conducted*]
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: 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 as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by

the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 calendar days from the bid opening*. 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

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Security Services</i> b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Not applicable
12	The price of the Goods shall be quoted DDP [<i>Place of destination: Administration Building, UP Mindanao, Mintal, Davao City</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>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>five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.3	One (1) lot with an approved budget for the contract (ABC) amounting to P14,108,632.52.
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

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>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</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><i>For Goods supplied from abroad: “The delivery terms applicable to the Contract are DDP delivered to the Administration Building, UP Mindanao, Mintal, Davao City. In accordance with INCOTERMS.”</i></p> <p><i>For Goods supplied from within the Philippines: “The delivery terms applicable to this Contract are delivered to the Administration Building, UP Mindanao, Mintal, Davao City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></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 Mr. Joel N. Sagadal - SPAS.</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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;

	<ul style="list-style-type: none"> b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed: Please refer to the Technical Specifications.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of six (6) years *[three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* 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.
2.2	The terms of payment shall be as stated in the Technical Specifications.
4	The inspections and tests that will be conducted are: As stated in the Technical Specifications

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	Approved Budget	Delivered, Weeks/Months
	Supply of Security Services consisting of the following:			12 months
	Item 1: 30 security guards		<i>P9,514,796.00</i>	
	Item 2: 14 security guards		<i>P4,593,836.52</i>	
	TOTAL: 44 security guards		<i>P14,108,632.52</i>	
	Firearms			
	Communication Equipment			
	Other Equipment			

Please refer to the Technical Specifications for more details.

Section VII. Technical Specifications

Technical Specifications

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>

TECHNICAL SPECIFICATIONS

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

Item No.	DESCRIPTION	Statement of Compliance
1	Stability of the Company	
	<p>a) Years of Experience</p> <ul style="list-style-type: none"> - Has been in the business for three (3) years - Has a branch in Davao City (Provide address) - Has provided security services to government and private institution - Bidder shall submit certification under oath of list of contracts completed for the past three (3) years Attach at least three (3) Certificates of at least Satisfactory Performance for completed contracts to be issued by the end-user agency. <p><i>The procuring entity reserves the right to validate the certificate issued by the agency attached in this bid document including other agencies that have been provided by the said services.</i></p>	
	<p>b) Liquidity of the Contractor</p> <ul style="list-style-type: none"> - Submit Audited Financial Statement for CY 2022 & 2023 duly stamped received by BIR or its duly accredited and authorized institutions) 	
	<p>c) Organizational Set-up</p> <ul style="list-style-type: none"> - Submit a certification under oath of an updated copy of Company profile, list of key officials, incorporators or stockholders 	

2	Resources	
	<p>a) Number and Kind of Security Equipment</p> <ul style="list-style-type: none"> - Submit an undertaking on the ownership of the gadgets, devices and equipment - Submit a certification or undertaking pertaining to serviceability of their issued firearms - Provide Firearms, Communication and Other Equipment per attached list. <p>b) Number of Security Guards</p> <ul style="list-style-type: none"> - Submit certification under oath of its security service complement of at least 100 personnel deployed to clients for CY 2023 & 2024 	

Item	Description	Statement of Compliance
3	Security Plan	
	<p>a) Scope of work</p> <p>(Please see the Proposed Deployment of Guards for the Area of Assignment & Schedule)</p> <ul style="list-style-type: none"> - Submit proposed security plan for UP Mindanao 	

4	Other factors	
	<p>a) Recruitment and Selection Criteria</p> <p>- Submit company policy on recruitment/ selection criteria of Security guards</p> <p>b) Accessibility</p> <p>- Submit sketch/map of office going to UP Mindanao</p> <p>c) Benefits entitled to Security Guards</p> <p>- Submit certification under oath of the additional benefits entitled for Security guards to be deployed in UP Mindanao</p>	

SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

To hire service provider for the supply of labor, tools, firearms, equipment, materials and supplies for the Procuring Agency in accordance with its prescribed standards, methodologies and approved security plans and manpower deployment schedule through public bidding.

WORKMANSHIP

Only qualified and skilled personnel of the Contractor/Supplier with sufficient experience in similar operations shall be allowed to undertake the required work as provided for in any and all parts of the scope of works and technical specifications of the project.

INSPECTION OF SITE

The Contractor acknowledges, warrants that it has fully inspected and examined the site and their surroundings, satisfied itself by submitting its Bid, which is based on current data, including physical conditions at the site. That its Bid conforms with the requirements of the work and materials necessary for the completion of the works, the means of access to the site, the accommodation it may require and that it has obtained for itself all necessary information as to risks, contingencies and other circumstances which may have influenced or affected its Bid. No increase in cost or extension of time will be considered for failure to

familiarize, inspect and examine the site condition. *{Certificate of Site Inspection will be issued by UP Mindanao and this must be attached to the Security Plan. Schedule for the Site Inspection: December 4-6, 2024 @ 9:00am}*

REJECTIONS

Materials, gadgets, devices, tools and equipment not in conformance with the provisions of the technical specifications and scope of work of this project shall be rejected anytime during the contract period. The Contractor shall see to it that all the tools and equipment as required in this contract be available for use at all times and that there will be no delays in the provision of security, and other related services to be rendered due to lack of supplies or defective tools and equipment.

PRE-TERMINATION CLAUSE

The Procuring Agency reserves the right to pre-terminate this security services contract after thirty (30) calendar days written notice to the CONTRACTOR if in its opinion after due verification of facts that the CONTRACTOR is not providing satisfactory services or not complying with the Terms and Conditions of the contract.

The grounds for the termination of the CONTRACT by the Procuring Agency include but not limited to the following:

1. The CONTRACTOR violated any of the Terms and Conditions of the Contract;
2. Non-compliance to the Minimum Wage Law;
3. Non-remittance/Delayed/Under-remittance of SSS contributions and loan amortization of its employees and other mandatory contributions due to government agencies by the CONTRACTOR;
4. Failure to maintain a satisfactory level of performance and should there be a considerable delay in the payment of salaries and wages of its security guards, as above mentioned, the Procuring Agency, after informing the Contractor, may opt to pay the security guards of their salaries and wages, to be drawn from the account of the End-user, subject to applicable accounting and auditing regulations. Said amount shall be deducted from the Contractor's receivables from the Procuring Agency.
5. Any other act or omission committed by the CONTRACTOR or its supervisor/service personnel which is detrimental or prejudicial to the interest of the Procuring Agency, its employee(s), member(s) or public.

CONTRACTOR'S RESPONSIBILITIES

1. The cost of replacement, repair and maintenance of all tools, devices and equipment required shall be for the account of the CONTRACTOR.
3. The CONTRACTOR and its security guards deployed at the Procuring Agency shall agree to abide with its performance and security requirements in general and in the

department/office where they are assigned at all times; and comply promptly with the directives, instructions and existing rules and regulations of the Procuring Agency. For this purpose, all security guards shall attend an orientation seminar or briefing to be conducted by the End-user before they are allowed to work at the Procuring Agency.

4. The CONTRACTOR shall provide the required uniforms to all security guards appropriate to their positions.

5. The CONTRACTOR's Performance Bond and/or Escrow Account shall be liable for any damages or losses that may arise directly or indirectly, attributable to the negligence or misbehavior or direct participation of the janitor assigned by the CONTRACTOR. In case the bond is not sufficient to cover such losses or damages, the CONTRACTOR shall have to pay the balance directly to the Procuring Agency.

6. Upon execution of this contract, the AGENCY shall open an escrow account with any government bank, or deposit to the UP Mindanao Cash Office cash equivalent to 10% of the contract price or Manager's check issued by a commercial bank in favor of UP Mindanao, at the discretion of the UNIVERSITY. This is subject to the terms and conditions of the Escrow Agreement of the bank, all at the sole expense of the AGENCY. The Escrow Agreement and the Performance Security shall be an integral part of this contract to which compliance is mandatory.

7. The CONTRACTOR shall provide their own office equipment and office supplies such as biometrics station, computer, printer, fax machine, DTR holder, etc. as part of their administrative cost and at no extra cost to the Procuring Agency.

7. The CONTRACTOR shall agree and confirm to the scope of services/work, specifications, standards and methodologies, benchmark, guidelines, procedures and manpower deployment set by the Procuring Agency. He may complement it with his own plan and schedule of distribution of supplies and materials as well as the tools and equipment to be used and training(s) of employees to attain security service objectives.

8. The CONTRACTOR shall see to it that their personnel use appropriate Personal Protective Equipment when performing activities/tasks that would require its use.

9. The CONTRACTOR may ventilate their problems or difficulties encountered during the period of the contract as well as give suggestions or recommendations to improve relationship with the Procuring Agency and services rendered, during weekly coordination meetings or in WRITING, for proper action.

10. Other Responsibilities

1. Must have a functional guard equipment, gadgets and other accessories.
2. Shall be liable to pay the penalty as liquidated damages in the amount of TEN THOUSAND PESOS (P 10,000.00) per day per gun, radio, equipment or vehicle that the CONTRACTOR failed to deploy and provide in the UNIVERSITY.
3. Must provide continuous training to guards assigned to UP Mindanao.
4. Must conduct test fire of its assigned firearms.

5. Can assist the University in making the campus a secure environment for all its constituents, guest, and visitors.
6. No pending cases or never been involved in any cases that lead to suspension and termination of contract due to violation/ breach of contract.
7. Can provide mobility (motorized vehicle including fuel) to its guards particularly the supervisor during his tour of duty.
8. Can provide security guards free of charge during special events involving the University or its constituents.
9. Update the University on a weekly basis, about the status of the campus security.
10. Assist the University in developing the implementing preventive measures against fire, bomb threats, robbers, and other forms of crime and emergencies.
11. Protect the property of the University inside the building with in the 204 hectares property.
12. Implement measures that will prevent construction and improvements of houses and other structures owned by the informal settlers.
13. Pay to the *UNIVERSITY* the penalty as liquidated damages in the amount of TEN THOUSAND PESOS (P 10,000.00) for every illegal structure or improvement per day, until totally removed or demolished, if the *AGENCY* failed to take legal and lawful action within seven (7) days from either actual discovery by the parties herein of the illegal structure or improvements, or from receipt of written notice of such fact by the *AGENCY* from the *UNIVERSITY*, whichever is earlier.
14. Implement measures in controlling stray animals.
15. Assist the University in conducting investigations related to security matters in coordination with the PNP and other investigating bodies.
16. Assist the university in the demolition of illegally constructed structures inside the University property.
17. Must provide a quick replacement system during emergency cases (i.e. assigned guards who failed to report or suddenly become ill).
18. Assign a Security Supervisor Officer (SO) to conduct once a week monitoring, supervise inspection, troubleshoot problems and concerns related to campus security and guard deployment.
19. Assign one security personnel to the *UNIVERSITY* as a Detachment Officer or head guard in a 24-hour duty, without additional cost to the *UNIVERSITY*, who shall be responsible for the day-to-day supervision, monitoring and deployment of the security personnel assigned at the *UNIVERSITY*. He shall submit to the OVCA every end of the week during the effectivity of this contract, a written daily report on observations and analysis as he may deem

proper or as may be required by the *UNIVERSITY*, copy furnished the *AGENCY*.

PERSONNEL

1. The CONTRACTOR shall provide **44 security guards (4 guards @ 12 hrs & 40 guards @ 8 hrs)**, a Detachment Commander and a supervisor who will visit the Campus at least once a week.
2. All security guards are subject for background investigation by the Procuring Agency. In case there are incoming relievers who will report to the Procuring Agency, to replace current relievers during the implementation of the contract, the abovementioned documents will also be submitted to the End-user.
3. The security guards assigned at the Procuring Agency must have been well-screened, trained and found to be courteous, efficient, honest, reliable, trustworthy, cooperative, well-groomed, physically and mentally fit.
4. The CONTRACTOR may be required to have its security guards retrained at its own expense by an accredited Training Institute.
5. The CONTRACTOR shall have five (5) relievers for the Procuring Agency available at any time to take over in case some regular security guards are absent at no extra cost to the Procuring Agency. Forced day-offs of security guards will not be allowed. In no case shall the service be sub-contracted. No trainees shall be allowed as a reliever even if they are allowed and identified as such.
6. The CONTRACTOR shall absorb at least fifty percent (50%) of the qualified security guards of the Procuring Agency's present CONTRACTOR. The security guards assigned shall only be allowed to work after they have been further screened and accepted by the End-user. The Procuring Agency, however, reserves the right to demand the immediate replacement of any security guards assigned by the CONTRACTOR to the job who, in opinion of the former, is wanting in competency, with questionable honesty and integrity or whose services will be prejudicial to the interests of the Procuring Agency. The CONTRACTOR shall give written notice to the End-user whenever any of these security guards are to be replaced or removed. The number of Security guards required in the Contract may be revised in accordance with the needs of the Procuring Agency.
7. The employees of the Contractor are not employees of the Procuring Agency neither is there an employer-employee relationship between the Procuring Agency and the CONTRACTOR.
8. The CONTRACTOR shall immediately upon receipt of request and verification replace, any security guard who may be found and considered undesirable and incompetent by the End-user. The CONTRACTOR, however, shall abide by the procedural and substantial requirements of the Labor Code of the Philippines.
9. Qualifications of the Security Guard
 1. At least 5'4" in height

2. Physically and mentally fit for the job as certified by an accredited hospital
3. Do not smoke
4. Do not drink (alcohol)
5. At least 21 years old but not more than 45 years old
6. At least two (2) years of experience as security guard
7. At least two (2) years of college education
8. Passed drug and psychological/ neurological tests
9. Trained to answer telephone calls
10. Trained to receive visitors/ guest
11. Trained to handle delicate situations
12. Trained to make reports and letter communications
13. No pending cases/ never been involved in any administrative or criminal cases.
14. With valid security license
15. With valid Clearances, for at least six (6) months immediately preceding deployment/assignment, from the National Bureau Investigation, Philippine National Police, the Office of the Clerk of Court and Barangay of the place of residence
16. Has no communication handicap
17. Can strictly implement University policies
18. Must wear proper uniform at all times and;
19. Must be polite, respectful, helpful and facilitative at all times.

TIME SCHEDULE AND PROGRAM OF SERVICES

1. The CONTRACTOR shall provide the required security services in accordance with the scope of service/work, standards, methodology, approved security plan and manpower complement and deployment.
2. Each security guard shall be required to render a minimum of eight (8) hours service daily, except the Shift-in-charge which is twelve (12) hours service daily. Only when required by the Procuring Agency shall a security guard be allowed to work beyond the specified 8-hour limit.
3. The CONTRACTOR may ventilate their problems or difficulties encountered during the period of the contract as well as give suggestions or recommendations to improve relationship with the Procuring Agency.

5. The CONTRACTOR could provide additional manpower (at least 2 security guards) in case the Procuring Agency will request during special occasions, at no cost to the University.

MONITORING AND VALIDATION OF ATTENDANCE

1. The daily time records and attendance log sheets, prepared by the CONTRACTOR's authorized Point person and checked by the End-user's authorized representative shall be the basis in the preparation of payroll and payment by the Procuring Agency.

PAYMENTS

1. The labor cost must be based on the Minimum Wage Law.
2. The Procuring Agency shall pay the CONTRACTOR based on the man-days/hours rendered by the security guards (regular & relievers) in accordance with the prevailing minimum wage rate. Payments for the services rendered by the security guards assigned at the Procuring Agency shall be processed by the End-user upon submission of the CONTRACTOR's Statement of Account with complete attachments.
3. The amount of employer's share for contributions due to SSS, ECC, PhilHealth and Pag-IBIG, should be in accordance with its respective schedule of contributions based on monthly salary bracket.
4. Submit to the University on a monthly basis, a copy of payroll, receipts of monthly remittances (SSS, PhilHealth, Pag-IBIG, etc).
5. The billing together with the supporting documents shall be reviewed, and validated by the End-user against the summary of attendance. Any discrepancy shall be promptly notified to the CONTRACTOR to effect corrections in the billing.
6. All applicable taxes due to the Bureau of Internal Revenue (BIR) shall be deducted from the collectible amount of the CONTRACTOR from the Procuring Agency.
11. The End-user shall prepare the Disbursement Voucher duly signed by the authorized signatories together with the summary of attendance, billing and supporting documents for processing of payment to the Procuring Agency's Accounting Department.
12. It is understood that all payments shall be subject to the government accounting and auditing rules and regulations.
13. The Contractor shall ensure that their performance bond is valid until the Procuring Agency issue the Notice of Award. The Contractor shall also submit the endorsement/amendments to the End-user on extension or revisions to its validity, as maybe necessary, not later than seven (7) days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the Performance Bond is updated.

COMPLIANCE WITH LABOR LAWS AND OTHER RELATED LAWS

1. The CONTRACTOR shall faithfully comply with all laws, rules and regulations pertaining to the employment of labor, existing or which hereafter may be enacted including but not limited to the Minimum Wage Law, Labor Code of the Philippines, Social Security Law, Employees Compensation and State Insurance Fund, Philippine Health Insurance Fund, and Home Development Mutual Fund.
2. All obligations under the provisions of the SSS Law, Employees Compensation and other related pertinent statutes presently in force and effect shall be paid and updated.
3. Should the CONTRACTOR fail to comply with its obligations under the provisions of the SSS Law, Employees Compensation and other related pertinent statutes presently in force and effect, the Procuring Agency shall have the option to either rescind the CONTRACT or deduct from the service fee any amount due and demandable from the CONTRACTOR for its obligations, including interest and penalties, if any. This option is without prejudice on the right of the Procuring Agency to confiscate the bond filed by the CONTRACTOR, as well as to avail of other remedies provided for by law.
4. The CONTRACTOR shall have no previous record to delinquency on payment of premiums and shall secure and submit clearance certificates from the implementing government agencies. ***{Bidders must submit a Certificate of No Delinquency from each of the following government agencies: 1. SSS; 2. PHIC; and 3. Pag-IBIG. These will be submitted during the Post Qualification.}***
5. The CONTRACTOR shall assume full responsibility on any claim for any compensation on injuries from accidents of the service personnel it assigned to the Procuring Agency in connection with the performance of their duties and shall free the Procuring Agency for any legal suit or liabilities in connection therewith.

PRICE ADJUSTMENT

The bid price shall be fixed and not subject to any escalation during the contract implementation regardless of an increase in the price of fuel, peso devaluation and other causes, except as specifically mandated by law (e.g. increase in minimum daily wage pursuant to law or new wage order issued after date of bidding, increase in taxes, etc.)

ELIGIBILITY CRITERIA

The Prospective Bidder should have at least three (3) years of experience in providing security services with exposure preferably in government institutions and other government offices. The Certificate/s of Satisfactory Performance issued by the Procuring Agency for the said project shall be submitted.

DAILY ROUTINE SERVICES

- 1 MONITORING OF INGRESS AND EGRESS OF ALL VISITORS, EMPLOYEES, STUDENTS AND VEHICLES.**
 - Recording of actual arrival and departure of employees
 - Monitoring of incoming and outgoing vehicles within the premises of the University
 - Checking and confiscation of construction materials illegally transported by informal settlers
 - Implementation of no id no entry policy to students and employees
 - Issuance of visitors' ID to outsiders, contractors and suppliers entering the buildings of the campus

- 2 24/7 CCTV MONITORING OF ALL STRATEGIC LOCATIONS VULNERABLE FOR PILFERAGE, VANDALS AND SABOTAGE**
 - Monitoring of employees' ins and outs
 - Assistance for footage on lost items within the coverage of CCTV with appropriate letter request
 - Verification and taking actions against unlawful acts
 - Facilitate requesting office or individuals to aid in investigation with corresponding clearance and letter request.

- 3 SPECIAL EVENT**
 - Security and escort to VIP's, visitors and prominent government officials
 - Augmentation of local government units
 - Intensified monitoring and frisking
 - Traffic control

- 4 CIVIL DISTURBANCE/RALLY/PROTEST**
 - Imposing of maximum tolerance
 - Checking and verification that the activity is not infiltrated by outsiders, extremist and terrorist

- 5 ILLEGAL CUTTING OF TREES**
 - Submission of incident report on all discovered illegal cutting of trees within the titled land of UP Mindanao with photos and exact sketch of location
 - Processing of police blotter to the identified owner in the nearest police station
 - Coordination with DENR or Philippine Coconut Authority for the conduct of investigation and aid the proper sanction against the violators

- 6 INFORMAL SETTLERS**
 - Submission of incident report on all discovered illegal structures within the titled land of up Mindanao with photos and exact sketch of location
 - Processing of police blotter to the identified owner in the nearest police station
 - Assist in serving of cease-and-desist letter for the removal of illegally constructed structures

- Assist the Security Committee/CPDO-SPT in the coordination with the City Engineers Office and BLGU for the schedule of demolition, pre and during demolition activities

7 STRAY ANIMALS

- With the Security and/or Animal Welfare committee,
- Coordinates the barangay and the city animal impounding office
 - Assist in the capture of stray animals
 - Assist in serving of notice to owners

8 EARTHQUAKE

- Initiation of Campus Evacuation Plan
- Participation in the City-wide and Nationwide shake out drills
- Participation in the earthquake drills and seminars conducted for students and employees

9 FIRE

- Initiation of Campus Evacuation Plan
- Participation in the fire drills and fire-fighting seminar conducted for students and employees

10 TERRORIST ATTACK

- Monitoring of recent bombing attacks
- Checking of suspicious unattended boxes and baggage
- Checking of vehicles and parking areas.
- Monitoring of any suspicious personalities roaming the university premises
- If approved, communicate to government agencies hotlines including centralized radio communication of Davao City responders (DRRMO)
- If approved, implement lockdown protocol in case of terrorist attack
- Escape and evasion when trapped or caught

11 INFORMATION DISCLOSURE

- Always provide information consistent with the UP-Data Privacy Policy

SUPPLIES, MATERIALS, TOOLS AND EQUIPMENT

1. The CONTRACTOR shall provide and deliver, at its own expense, all the required gadgets, tools, devices and equipment to the Procuring Agency through the authorized End-user's personnel at the start of operations. These shall be stored at the designated place and should be made available for use and 100% operational at all times.

1.a. In case/s of breakdown/malfunction of any of the delivered tools and equipment, the CONTRACTOR shall effect the immediate replacement of the same. Penalty Clause in paragraph I shall be applied for every day of delay in the delivery of the replacement unit to be reckoned from the date of discovery of the equipment breakdown/malfunction.

2. All deliveries and issuance of supplies and materials should be properly accounted for in a control book to be kept and maintained by the authorized personnel of the CONTRACTOR and noted by the End-user. There shall be a joint inspection by the End-user and the CONTRACTOR to check if there are discrepancies in the quantity of items delivered.

3. The CONTRACTORs security plan shall have provisions for such other activities, supplies, material, tools and equipment that are not found in the annexes herein, but are necessary and vital to achieve the desired results at no extra cost to the Procuring Agency.

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Proposed Deployment of Guards

UP Mindanao

Location: Area 1/Item 1

Post	# of Guards	# of Shifts	# of Hours per Shift
SIC/Roving	2	2	12 hrs
547	2	2	8 hrs
Eco 1	3	3	8 hrs
Eco 2	2	2	8 hrs
Admin	3	3	8 hrs
EBL	3	3	8 hrs
Library	3	3	8 hrs
CARIM	3	3	8 hrs
CSM	3	3	8 hrs
CHSS Cultural Complex	2	2	8 hrs
HKC/SOM	3	3	8hrs
Kalimudan	1	1	8 hrs
Total	30		

UP Mindanao

Location: Area 2/Item 2

Post	# of Guards	# of Shifts	
SIC/Roving Guard	2	2	12 hrs
Sports Complex Entrance	3	3	8 hrs
Training Gym	2	2	8 hrs
Eco 3 (DSWD)	2	2	8 hrs
Eco 5 (Exit to Manambulan)	2	2	8 hrs
Aquatics	3	3	8 hrs
Total	14		

Total Guards Deployed

44

LIST OF FIREARMS, COMMUNICATION AND OTHER EQUIPMENT

A. FIREARMS:

- | | |
|-----------------|--------------------|
| 1. Fifteen (15) | 9mm Caliber Pistol |
| 2. Seven (7) | 12 Gauge Shotguns |

B. COMMUNICATION:

- | | |
|-----------------|--|
| 1. Twenty (20) | Portable Handheld Radios |
| 2. One (1) unit | Base Radio for Administration Building |
| 3. One (1) unit | Base Radio for Security Office |
| 4. One (1) unit | Base Radio for Sports Complex |

C. OTHER EQUIPMENT:

- | | |
|-------------------------------|---|
| 1. One (1) set | Desktop Computer/ Printer / Consumables |
| 2. One (1) unit
requested) | XUV Vehicle for UP VIP (as may be |
| 3. One (1) unit
Campus) | Security Response Vehicle (assigned in

(Pick-up 2015 Model in good running
condition)
Allocate 40-50 liters per month
Motorcycle for Head Guard/SIC (Brand New) |
| 4. Two (2) units | Digital Camera (Brand New) |
| 5. Two (2) units | Cellphone (with GPS for geotagging) |
| 6. Two (2) units | Metal Detector (Brand New) |
| 7. Five (5) units | Spot/ Search Lights (Brand New) |
| 8. Twenty-three (23) units | Umbrellas (big) |
| 9. Twenty-three (23) units | Raincoats |
| 10. Twenty-three (23) pairs | Flashlights |
| 11. Twenty-three (23) units | Under Chassis Convex Mirror |
| 12. Three (3) units | Logbooks |
| 13. Per Guard | Megaphone |
| 14. Per Building | First Aid Kit |
| 15. Per building | Movable Security Post |
| 16. Two (2) units (new) | |

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	(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
<input type="checkbox"/>	(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
<input type="checkbox"/>	(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
<input type="checkbox"/>	(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
<input type="checkbox"/>	(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.
<u>Financial Documents</u>	
<input type="checkbox"/>	(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.
<i>Class "B" Documents</i>	

<input type="checkbox"/>	<p>(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;</p> <p>or</p> <p>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.</p>
<p><i>Other documentary requirements under RA No. 9184 (as applicable)</i></p>	
<input type="checkbox"/>	<p>(i) <i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.</p>
<input type="checkbox"/>	<p>(j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.</p>

II. FINANCIAL COMPONENT ENVELOPE

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



STANDARD FORMS

1. Bid Form

Attachments:

- a. Summary of Costs – Item 1 – 30 Guards
 - b. Summary of Costs – Item 2 – 14 Guards
 - c. Computation of Direct Cost per Guard per Month
2. Price Schedule Form, if applicable
 3. Bid Securing Declaration Form
 4. Omnibus Sworn Statement (Revised)

(Note: Please do not delete any of the mandatory provisions in the standard forms.)

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No.: PBM 2024-17

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

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]* ***[Lot No. and 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 of agent	Amount	Purpose	Currency
---------------------------	--------	---------	----------

(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. 2024-17 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: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No.2024-17 Page ___ of ___

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

Name: _____

Legal Capacity: _____

Signature: _____

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

SUMMARY OF COSTS
(40 GUARDS – 8 hours duty)

Particular	Rate
A. Labor Direct Cost (per Guard per month) see attached	
Guard - Day Shift	
Guard - Night Shift	
B. Administrative Cost (per Guard per month), (Overhead and Agency fee)	
Guard - Day Shift	
Guard - Night Shift	
C. Direct Cost (A + B)	
Guard - Day Shift	
Guard - Night Shift	
D. Value Added Tax ((AGENCY FEE x 12% VAT-RMC-039-2007))	
Guard - Day Shift	
Guard - Night Shift	
E. Total Cost (per Guard per month) (C + D)	
Guard - Day Shift	
Guard - Night Shift	
F. Total Cost for 31 Day Shift Guards per month	
G. Total Cost for 9 Night Shift Guards per month	
H. Total Cost for 40 Guards per month (F+G)	
TOTAL COST FOR 1 YEAR FOR 40 GUARDS: (H x 12 months)	

Submitted by:

Signature over Printed Name of Authorized Representative

SUMMARY OF COSTS
(4 GUARDS – 12 hours duty)

Particular	Rate
A. Labor Direct Cost (per Guard per month) see attached	
Guard - Day Shift	
Guard - Night Shift	
B. Administrative Cost (per Guard per month), (Overhead and Agency fee)	
Guard - Day Shift	
Guard - Night Shift	
C. Direct Cost (A + B)	
Guard - Day Shift	
Guard - Night Shift	
D. Value Added Tax ((AGENCY FEE x 12% VAT-RMC-039-2007))	
Guard - Day Shift	
Guard - Night Shift	
E. Total Cost (per Guard per month) (C + D)	
Guard - Day Shift	
Guard - Night Shift	
F. Total Cost for 2 Day Shift Guards per month	
G. Total Cost for 2 Night Shift Guards per month	
H. Total Cost for 4 Guards per month (F+G)	
TOTAL COST FOR 1 YEAR FOR 4 GUARDS: (H x 12 months)	

Submitted by:

Signature over Printed Name of Authorized Representative

COMPUTATION OF DIRECT COST PER GUARD PER MONTH

Particular	Rate
Daily Basic Salary Rate	481
Number of Days per Month (395 days/12 months)	32.92
REIMBURSABLE COSTS	
A.) Payable Directly to Servicemen	
1. Basic Salary: P481.00/day x 32.92 days	
2. Night Differential Premium Pay-10% of basic salary	
3. 13 th Month Pay-(Daily Basic Rate x 365 days/12 mos.)	
4. Service Incentive Leave Pay-(Daily Basic Rate + COLA x 5 days/12 mos.)	
5. Uniform Allowance-R.A. 9184	
6. Retirement (DW x 22.5/day)	
Sub-Total: Guards - Day Shift	
Sub-Total: Guards - Night Shift	
B.) Payable to the Government – Employee share of:	
1. SSS Premiums – Day Shift Guard	
SSS Premiums – Night Shift Guard	
2. Philhealth Premiums	
3. ECC Insurance Premiums	
4. Pag-Ibig Fund Contribution	
Sub-Total: Guard - Day Shift	
Sub-Total: Guard - Night Shift	
REIMBURSABLE COST	
Guard - Day Shift	
Guard - Night Shift	

Submitted by:

Signature over Printed Name of Authorized Representative

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.: [PBM 2024-17]

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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 [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose

blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__ at _____

*[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]