# PHILIPPINE BIDDING DOCUMENTS

# Procurement of GOODS

Government of the Republic of the Philippines

"Procurement of Security Services for UP Tacloban College for FY 2025-2026"
(UPTC IB NO. 2024-14)

Sixth Edition July 2020

### **Preface**

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

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

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

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

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

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

## **Table of Contents**

Gloss	ary of Acronyms, Terms, and Abbreviations	4
Section	on I. Invitation to Bid	7
Section	on 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	11
5.	Eligible Bidders	11
6.	Origin of Goods	12
7.	Subcontracts	12
8.	Pre-Bid Conference	13
9.	Clarification and Amendment of Bidding Documents	13
10.	Documents comprising the Bid: Eligibility and Technical Components	13
11.	Documents comprising the Bid: Financial Component	13
12.	Bid Prices	13
13.	Bid and Payment Currencies	14
14.	Bid Security	14
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	15
19.	Detailed Evaluation and Comparison of Bids	15
20.	Post-Qualification	16
21.	Signing of the Contract	16
Section	on III. Bid Data Sheet	17
Section	on IV. General Conditions of Contract	19
1.	Scope of Contract	20
2.	Advance Payment and Terms of Payment	20
3.	Performance Security	20
4.	Inspection and Tests	20
5.	Warranty	21
6.	Liability of the Supplier	21
Section	on V. Special Conditions of Contract	22
Section	on VI. Schedule of Requirements	24
	on VII. Technical Specifications	
	on VIII. Checklist of Technical and Financial Documents	

# 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



### INVITATION TO BID FOR

### "Procurement of Security Services for UP Tacloban College for FY 2025-2026"

(UPTC IB NO. 2024-14)

- 1. The University of the Philippines Tacloban College, through the Fund 164 intends to apply the sum of Six Million Nine Hundred Eighteen Thousand Seven Hundred Three Pesos and Thirty Centavos (\$\mathbb{P}6,918,703.30\$) being the ABC to payments under the contract for Procurement of Security Services for UP Tacloban College for FY 2025-2026. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *University of the Philippines Tacloban College* now invites bids for the above Procurement Project. Delivery of the Goods is required by 01 February 2025 to January 31, 2026. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from *University of the Philippines Tacloban College* and inspect the Bidding Documents at the address given below during *Monday to Friday from 8:00 AM to 5:00 PM*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 03 to 23 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 Seven Thousand Pesos (\$\mathbb{P}7,000.00)\$). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means by sending the deposit slip or confirmation slip to <a href="mailto:backeretariat.uptacloban@up.edu.ph">backeretariat.uptacloban@up.edu.ph</a>
- 6. The *University of the Philippines Tacloban College* will hold a Pre-Bid Conference<sup>1</sup> on 11 December 2024, 3:30 PM at UP Tacloban College, which shall be open to prospective bidders.

<sup>&</sup>lt;sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 23 December 2024 at 3:30 PM. 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 23 December 2024 at 3:30 PM at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *University of the Philippines Tacloban College* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

BAC Secretariat UP Tacloban College Magsaysay Boulevard, Tacloban City 6500 bacsecretariat.uptacloban@up.edu.ph Telephone Nos. (053) 832-2897

12. You may visit the following websites:

For downloading of Bidding Documents:

https://notices.philgeps.gov.ph/ https://www.uptacloban.edu.ph/bids-and-awards/

03 December 2024

ARVIN L. DE VEYRA BAC Chairperson

# Section II. Instructions to Bidders

### 1. Scope of Bid

The Procuring Entity, University of the Philippines Tacloban College wishes to receive Bids for the Procurement of Security Services for UP Tacloban College for FY 2025-2026, with identification number UPTC IB No. 2024-14.

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

The Procurement Project (referred to herein as "Project") is composed of [indicate number of lots or items], the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for FY 2025 in the amount of P6,918,703.30
- 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 of Bidders found to be legally, technically, and financially capable will be evaluated.

### 5.2. |Select one, delete other/s|

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

### 6. Origin of Goods

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

### 7. Subcontracts

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

The Procuring Entity has prescribed that:

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 as indicated in paragraph 6 of the **IB**.

### 9. Clarification and Amendment of Bidding Documents

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

### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three* (3) 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, exwarehouse, 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 Declaration<sup>2</sup> 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 from opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

<sup>&</sup>lt;sup>2</sup> 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.

### 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 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 maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - Option 1 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

### 20. Post-Qualification

20.2. 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:
	a. Security services
	b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allaed
12	The price of the Goods shall be quoted DDP <i>UP Tacloban College</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:
	a. The amount of not less than ₱138,374.06 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 ₱345,935.16 if bid security is in Surety Bond.
19.3	Not applicable
20.2	No further instructions
21.2	Not applicable

# 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	Refer to the attached Terms of Reference
2.2	The terms of payment shall be as follows: Payment by UP Tacloban College to the Service Provider shall be on a monthly basis upon submission of billing statement and acceptance of output of the Service Provider in compliance with the provision of labor laws, rules and regulations.
4	No further instructions.

# Section VI. Schedule of Requirements

(AS PER ATTACHED TERMS OF REFERENCE)

# Section VII. Technical Specifications

# **Technical Specifications**

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification 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.]

Specification	Statement of Compliance	Required Documentary Evidence
Twenty-four (24) security guards on an eight-hour shift per guard per day	Compilation	None
Contract period: one (1) year		
Please refer to the Terms of Reference for the following:		=
I. Objectives		
II. Definition of Terms		_
III. Security Plan		
IV. Management/Operational Policies/Procedures and Requirements V. Logistics		_
VI. Deployment of Guards		_
VII. Duration of Contract		_
VIII. Extension of Contract		
IX. Other Security Services		
Based on the TOR, the following are specifically required and the bidder shall need to submit appropriate documentary evidence:		
1. Provide 24 security guards on an eight-hour shift per guard per day		License to operate
2. The Agency, must have a Tacloban branch or a functional satellite office. (Functional satellite means that the office functions as an adjunct of its		Unexpired contract of lease of the building or Title of the building
main office with responsible personnel given the authority to act on operational concerns including receipt of checks in payment of its services and issuance of corresponding official receipts)		AND Actual photos of the site

3. At least two (2) motorcycles	Motorcycle Certificate of Registration and updated OR issued by LTO equivalent to the number of motorcycles stated in the TOR
4. One (1) unit 12-gauge shotgun, fully functional or in good working condition	Firearms license (unexpired licenses issued by proper authority) equivalent to the number of firearms stated in the TOR
5. At least eight (8) units of firearms, fully functional or in good working condition, preferably Pistol Caliber 9mm with appropriate holster	Firearms license (unexpired licenses issued by proper authority) equivalent to the number of firearms stated in the TOR
6. At least one (1) base radio (with updated license) with 12-volts car battery as back-up during brownouts to be installed permanently at Area I of the guardhouse of post #1 and at least ten (10) units communication handheld radios (with updated license).	Base radio and portable licenses (unexpired issued by NTC)

# Section VIII. Checklist of Technical and Financial Documents

## Checklist of Technical and Financial Documents

### I. TECHNICAL COMPONENT ENVELOPE

II.

		Class "A" Documents
<u>Lego</u>	al Doca	<u>uments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
Tech	hnical l	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; <b>and</b>
	(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; <u>and</u>
	(d)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
	(e)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
	(f)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.
Fine	ancial I	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 <u>or</u> 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.
FIN	IANC	IAL COMPONENT ENVELOPE
П	(i)	Original of duly signed and accomplished Financial Bid Form; and
	(j)	Original of duly signed and accomplished Price Schedule(s).
$\bigcap th$	ar do cu	montany vagainamente un der P. A. No. 9184 (ac attlicable)
	(k)	mentary requirements under RA No. 9184 (as applicable) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

(1)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

# Terms of Reference



### TERMS OF REFERENCE FOR THE PROCUREMENT OF SECURITY SERVICES FOR UP TACLOBAN COLLEGE

### I. OBJECTIVES

The College desires to provide 24-hour security/protection to its constituents/guests/visitors, physical assets, properties, facilities and immediate premises situated in the Capitol campus, BL campus, AS campus, Apitong Farm and Sta. Elena Campus.

### II. DEFINITION OF TERMS

College – refers to UP Tacloban College Agency – refers to the Security Service provider SSO – refers to the UP Tacloban College Security Services Office

### III. SECURITY PLAN

• Duties and responsibilities of the Security Service Provider:

### The general duties and responsibilities of the Security Agency:

Comply with the provisions of RA 5487 and its Implementing Rules and Regulations; Eleven (11) General Orders; Code of Ethics and Code of Conduct;

- Maintain the following logbooks in each guard post:
  - Incident logbook To record all daily activities that transpired during the tour of duty
  - Visitors' logbook To record the names of visitors, address, the purpose of the visit, date and time of coming in and going out and signature
- Provide adequate and continuous security and protection to the College's constituents/guests/visitors, physical assets, properties, facilities and immediate premises situated in the Capitol campus, BL campus, AS campus, Apitong Farm and Sta. Elena Campus.
- Assign and provide the College with experienced, qualified, acceptable, licensed, and well-trained guards on a daily 8-hour duty;
- Furnish, at its own cost, security personnel with functional and reliable firearms and ammunition, while ensuring that these firearms are properly licensed, and the security personnel possess the necessary permits for their possession and carry
- Warrants that each guard shall be familiar with the use and care of weapons/equipment
  entrusted to them, and conduct periodic training to improve proficiency in the use of
  the same;
- Take charge in the raising and lowering of the national flag in accordance with 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;

- Protect the networking and communications facilities, i.e., fiber optic cables, server rooms, communications equipment, etc.;
- Conduct preventive patrol against illegal loggers, squatters/illegal occupants, vendors, criminal elements and provocateurs and arrest offenders, if warranted. Also, assist the Security Services Office and Office of the Legal Services in the filing of appropriate charges with the proper authorities;
- Prohibit entry of animals, i.e, goats and pigs to graze inside the campus and drive away/capture the same including cats, fighting cocks, dogs, etc.;
- Be familiar/knowledgeable with the location of all fire extinguishers in the building as well as the location of fire hydrants in the campus. Assist the College in emergency situations fire suppression, evacuation, extrication and the like;
- In the event of power outages/failures (brown outs) and other emergency situations turn off electrical power/main switches;
- Prevent/Prohibit unauthorized use of water and electricity in the College premises.
   Monitor any illegal connection of water and illegal tapping of electricity inside the College premises and immediately file Incident Report;
- Train security personnel in traffic rules and regulations and designate them as traffic enforcers when necessary;
- File Incident Reports within 24 hours on any violation of laws and local ordinances, College rules (i.e., vandalism, frat wars, gambling, use of prohibited drugs, etc.);
- Assist the College in court cases by serving as witness/es when deemed proper and necessary;
- Instruct guards to be firm, courteous and respectful especially when dealing with students, faculty, employees, guests, and visitors of the college.
- Instruct guards to be in complete prescribed clean uniform and maintain a composure that commands respect at all times;
- Instruct guards to strictly follow an eight (8) hours work/duty per day;
- Provide an atmosphere of a safe/secure environment;
- Require contractors/suppliers to present College clearance or permits from Chief, CDMO and/or Chief, SPSO before commencement of the project;
- Prohibit private individuals/non-UPTC constituents from parking their vehicles inside the campus when they do not have any business/transaction with the College;
- Take charge of turning ON and OFF of street lights and identified building lights;
- Require users of UPTC facilities (UPTC constituents and outsiders) to present permits issued by authorized offices;

- Instruct the guards to strictly understand, follow, adhere to and comply with the 11 general orders, especially in times of emergencies and disasters;
- Train security personnel in rescue operations, for the guards-on-duty shall automatically be deployed as emergency responders during emergencies or disasters; and
- Perform other duties/functions as may be assigned by the College.

Specific duties and responsibilities of the Fixed Post Guards

- Monitor and control the ingress and egress of persons in the campus/building, premises and other installations;
- Conduct random check of IDs of students, faculty and employees of this College before they are being allowed to enter;
- Screen and require all visitors to register in the Visitors' logbook indicating their name, address, purpose, date and time and signature;
- Conduct random inspection of bags and all personal belongings of UPTC constituents and guest;
- Ban the entry of person/s in possession of unauthorized deadly weapons/explosives, prohibited drugs and other illegal materials/supplies. Also, prevent the entry of beggars, ambulant vendors as well as persons who appear to be under the influence of drugs/liquors;
- Require Property Gate Pass for classroom/office/laboratory equipment and furniture/furnishings and other physical assets taken in/out of the College facilities/buildings/premises. Retain a copy of the Gate Pass and make appropriate entry in the Property logbook;
- Maintain the smooth flow of traffic inside the campus by enforcing traffic rules;
- Promptly submit Incident Report (within 24 hours) on any untoward incident occurring in their area of responsibility during their tour of duty;
- Conduct a random roving inspection within area of assignment when there are no roving guards assigned in the station; and
- Maintain the cleanliness and upkeep of guard post within the five (5) meter radius.

Specific 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;
- 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; and

- 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 College operations, etc.
- Refrain from conniving with any employee of the College as regards to unscrupulous
  practices of covering up erroneous and false entries in log books, time cards and any
  time-cheating schemes.

# IV. MANAGEMENT/OPERATIONAL POLICIES/PROCEDURES AND REQUIREMENTS

### A. Operational Policies

- The Agency Security Guards and personnel shall be under the administrative supervision of the Agency, but during their effective period (duty) of posting (in the campus), they shall be under the operational control and supervision of the College, through the Security Services Office;
- The Security Agency should first coordinate with and inform the Security Services
  Office at least one week before any change in the posting of guards and to take into
  consideration the recommendation of the SSO;
- The Security Agency is primarily responsible in matters of discipline, performance, and breach of norms of conduct by the security guards. However, the College through the SSO, shall, at any time have the right to require the Agency to replace any security guard or personnel and the Agency shall so comply within 24 hours from notice in writing;
- 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 assignment in the College;
- The Agency shall be liable for any injury, damage to, or loss of life or property during
  the time of security coverage of the buildings, facilities, installations or other
  structures and their immediate premises due to assault, arson, theft, pilferage,
  robbery, vandalism, trespass, mischief or any unlawful acts of negligence;
- Rotate assignments/postings of guards at least twice a month;
- The Security Agency is responsible for informing and making its security guards aware of Agency's administrative policies, procedures, rules and regulations.
- The security guard on effective period of posting (duty) shall not allow any personal
  visitors, relatives and the like to occupy or even sleep overnight inside guardhouses,
  much more within the campus premises.
- The Security Agency promises to rate the performance of the security guards it hires using a standard performance evaluation tool to help them provide better services to the College.

- The College, through the Security Services Office must have the right to screen and check background information on all posted security guards in the campus to ensure a high level of safety posting assurance; and refuse the posting of any guard should his/her profile manifest a personality not suited for an academic institution's safety and security requirement.
- The College, through the SSO must first be consulted before any posted guard is replaced and the Security Agency should substantially justify as to why a guard should be replaced or terminated from his/her University posting.
- The College, through the SSO, has the authority to conduct spot inspections to ensure that the Agency has faithfully complied with the provisions of the contract;

# B. Administrative/Financial Requirements

- The Agency shall assume full and exclusive obligations to pay the compensation, wages, salaries and such other benefits for the injuries or ailments which maybe suffered by its security guards including other claims as may be legally due them in the course of performing the security services to the College. It is understood that the security guards are not employees of the College;
- The Agency acknowledges and warrants that its security personnel shall be paid promptly their compensation in accordance with existing labor laws, wage orders and other relevant laws; and shall submit a schedule of paydays or which should at least be every 15 days;
- The Agency should show proof of financial liquidity/solvency and submit a schedule of paydays, which should at least be every 15 days;
- As a pre-condition for any payment of monthly billing by the College to the Agency, the Agency shall submit an official receipt or duly authenticated copy of remittances that the Agency has paid for the SSS, Philhealth, Pag-IBIG Fund, and insurance contributions and other benefits of the Agency guards. Also, the Agency shall submit a certification under oath (with attached copy of payroll or pay slip duly signed by the security guard) that each guard assigned to the College has duly received from the Agency the corresponding wages, benefits and other compensation due them;
- The Agency shall completely provide and sustain for the whole period of the contract all equipment and supplies mentioned in letter "B" of Roman Numerals "V" and "VI" of this TOR as pre-requisite for the processing of payment of the first month billing and for the succeeding monthly billings;
- The first six (6) months billings of the Agency shall be subject to a ten percent (10%) retention fee to be retained by the College during the effectivity of the contract to answer for any loss, damage or money claim against the College;
- Upon execution of the contract, the Agency shall post a Performance Bond as a guarantee for the faithful performance of its obligations to the College under the contract;
- Within one (1) month before the termination of the contract, the Agency shall post a

Guaranty Bond in favor of the College in an amount equivalent to fifteen percent (15%) of the monthly gross pay of all the guards actually deployed to the College 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.

- At least one (1) Staff Development and Skills Upgrading shall be conducted by the Agency to its security personnel within the first quarter of the 1-year contract as a precondition for the payment of the third month billing of the said quarter.
- Agency shall, at its expense, provide trainings/seminars/workshops on skills upgrading, proper conduct and decorum as well as Gender Sensitivity for its security guards; and
- Winning Agency/bidder holding office outside the city of Tacloban must provide an Official Receipts (ORs) in their Tacloban branch or functional satellite office and must authorize a collecting agent to issue such OR at the time the check (payment for security services) is being released by the Cash Office to avoid delay in the real time auditing processes required by the resident COA auditor. A penalty of one (1) percent per day shall be imposed. The security agency will be in delay if no official receipt is received by the Cash Office within seven (7) calendar days from notice of availability of check.

#### V. LOGISTICS

A. The Agency, must have a Tacloban branch or a functional satellite office (in order to ascertain prompt immediate and punctual responses and actions arising from unlikely security guards' behavior, complaints, documentative dispositions and the like) and shall set up a Command Post inside the UPTC campus.

- Appoint one (1) Operations Officer/Security Supervisor who is expected to maintain a physical presence in the campus. The Operations Officer/ Security Supervisor must be given appropriate authority to act in behalf of the Agency so he can immediately respond to emergency situations;
- Agency shall provide basic office equipment and supplies (record book, ballpen, scissors, 12-inch ruler, transparent tape, glue, paper clips, etc.) in the office space provided by the College; and
- The maintenance and utility charges of the Command Post shall be for the account of the Agency.
- B. Transportation, Equipment and Other Logistical Requirements

The Agency must provide the following:

- At least two (2) motorcycles (with updated OR & CR) at the campus (1-city campus; 1-Sta. Elena campus) on a 24-hour basis with gasoline allowance. The service motorcycle will be exclusively used for the following:
  - a) Roving guard/Security Officer/UP Policemen during their day and night inspection especially at the 114 has. campus at Sta. Elena

- b) During UPTC activities
- c) During emergencies
- d) Escorting
- One (1) unit 12-gauge Shotgun (with updated license) for escorting or night patrolling/roving
- At least one (1) base radio (with updated license) with 12-volts car battery as back-up during brownouts to be installed permanently at Area I of the guardhouse of post #1 and at least ten (10) units communication handheld radios (with updated license).
- Three (3) cellphones (with landline capability) at Area I (AS Gate guard house), Area II (BL Main Gate guard house) and Area VI (Sta. Elena campus) and to pay regularly monthly load.
- Visitors/guests ID
- At least four (4) units fire extinguishers (5 lbs.) one (1) unit for each post
- Improve the physical structure of the guardhouses, maintain upkeep, cleanliness and functional appearance of the same.

#### VI. DEPLOYMENT OF GUARDS

A. Agency guards shall be deployed in the different posts/points of entry/exit of the College. The Agency must provide 24-hour security protection [Twenty four (24) guards, 15 - day shift and 9 - night shift on an 8-hour duty per guard per day] to the entire campus that includes the constituents/guests/visitors of the College and all physical assets, properties, facilities and immediate premises, now present or which may be constructed, installed or acquired in the future.

#### 1. AREA I

- Lot Area: 19,405 sq. m.
- Buildings/Structures and all other physical structures in the campus, such as

Two-Storey Academic/Administrative Building:

2<sup>nd</sup> Floor

- Division of Humanities' Office and Faculty Rooms
- Division of Social Sciences' Office and Faculty Rooms
- Rooms 21-25
- DH/DSS Faculty Lounge
- College Conference Hall

Ground Floor

- Rooms 11-15
- Accounting Office
- Cash Office
- Human Resource Development Office (HRDO)
- Office of the College Secretary

- Office of the Associate Deans
- Budget Office
- Dean's Office
- Dean's Conference Room
- Security Services Office
- Division of Natural Sciences and Mathematics
  - Division Chair's Office
  - Laboratory Rooms (Botany, Chemistry, Physics, Zoology, Research and General Laboratory)
  - Microbiology Culture Room
  - Instrument Room
  - Natural History Museum & Herbarium
  - Faculty Room
- Butterfly Garden
- Multi-Purpose Building
- Basketball Court
- Student Lounge
  - Streamer-making room
  - PE Storage Room
  - National Service Training Program (NSTP)
  - Conference room
- Oblation and Signage
- Perimeter fence

#### 2. AREA II

- a) Lot Area: 30,958 sq. m.
- b) Buildings/Structures and all other physical structures in the campus, such as:
  - Division of Management
    - DM Rooms 21 & 22
    - PPFI Hub
    - Office and Faculty Room
    - DM Consultation Room
    - DMCR 1
    - DMCR 2
    - DM Rooms 13, 14 & 15
    - DM Computer Laboratories 1 and 2
  - DM Extension (DMX)
    - Social Sciences Laboratory
    - Psychology Room
    - Psychology Laboratory
  - Sagip Kapamilya Building (UP-SHS facility)
  - Soccer Field
  - DM 1
  - REIS
  - Tikling Garden
  - DM 2
  - DM 3
  - Computer Science Lecture Rooms 1, 2 & 3

- Computer Science Laboratory Rooms 1, 2 & 3
- Computer Science Faculty Room
- Computer Science Conference Room
- Leyte Samar Heritage Center (LSHC)
- Men's Dormitory
- 2-storey Men's Dormitory Building
- Ladies' Dormitory
- Volleyball Court
- 1-unit container van (CDMO metal storage room)
- Supply and Property Management Office (SPMO)
- I-unit container van (SPMO property for disposal storage room)
- CDMO warehouse
- Campus Development and Maintenance Office (CDMO)
- CDMO working areas (carpentry/fabrication)
- Hangout structures/sheds (Tambayan)
- Library Building;

3<sup>rd</sup> Floor – University Library Hall

2<sup>nd</sup> Floor – Library

- Server Room
- System Administration

Ground floor - P.E. room

- Humanities Laboratory & Lecture Room
- Stacks Room
- Student Council Office
- Psychological Testing Room
- Discussion Room
- Archives Room
- Teaching & Learning Resource Center (TLRC)
- UP-Vista
- Gabriela Building (GDP and ASHO)
- Guest House building
- Office of Student Affairs
- Health Services Unit
- Dental Clinic
- · Canteen Building
- Parking Lot
- Perimeter fence

#### 3. AREA III

- a) Lot Area: 4,000 sq. m.
- b) Buildings/Structures and all other physical structures in the campus, such as
  - Old NSTP/ROTC Building
  - CDMO Bodega
  - UP Athletic and Recreation Center
  - Perimeter fence
  - Audio Visual Building temporary storage room of properties for disposal

#### 4. AREA IV

- Lot Area: 23,316 sq. m.
  - UP Botanical Garden and Park
  - Perimeter fence

#### 5. AREA V

- a) Lot Area: 85,460 sq. m.
- b) Buildings/Structures and all other physical structures in the campus, such as
  - Security Lights
  - Perimeter Fence
  - Bunk House

#### 6. AREA VI

- a) Lot Area: approx. 114.42 hectares
- b) Mussel Glycogen Plant
- c) Structures and all other physical structures in the campus, such as:
  - Future Buildings
  - Street Lights
  - Perimeter Fence
  - Bunk Houses

# B. Specific Deployment

# **Guards Deployment**

Particulars (Guard's Post)	Deployment	Duty Hours	
AS Gate (Post #1)	3	2 61.:6.	
Gate near Clinic (Post #2)	3	3 Shifts (7:00AM-3:00PM 3:00PM-11:00PM	
BL Main Gate (Post # 3)	3		
Sta. Elena Campus	6	- 11:00PM-7:00AM)	
Mussel Glycogen Production Plant	3		
AS Campus Roving Guard	2	2 Shifts (7:00AM-3:00PM 11:00PM-7:00AM	
BL Campus Roving Guard	2	(3:00PM-11:00PM	
Dorm Complex	2	11:00PM-7:00AM)	
TOTAL	24		

- C. Each guard must always be in complete prescribed uniform. At the minimum, each shall have (which will be provided by the Agency):
  - Whistle
  - Flashlight

- Night stick
- Firearm with ammunitions (preferably Pistol Caliber 9mm, with updated license) and appropriate holster
- Handcuff
- First-aid Kit
- Hand-Held Metal Detector for Guard Post #s 1, 2, & 3
- A pair of boots
- Raincoat/umbrella

# D. Other requirements that the Agency and the guards should submit to the College:

- Clearances from the Philippine National Police, Municipal Trial Court and Regional Trial Court, respectively, 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;
- A clearance from a government physician certifying that they are physically fit for the job,
- A certification from Agency that they have completed the training course/programs for security guards and that they are not mere trainees;
- A certified photocopy of their respective licenses and serial numbers;
- A certification from the Barangay from where they reside that they are of good moral character, courteous, honest and not alcohol or drug dependents; and
- Individual result of neuro-psychiatric test issued by the MDENP Screening Center in Region 8, 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 this Contract, which results shall be submitted to the College within five (5) days after the examination.
- Submit an updated inventory of all ballistic and forensic information on all firearms, sidearms, ammo and the like being issued to and used by all duty guards to the College, through the SSO.

#### VII. DURATION OF CONTRACT

The contract will be in effect for a period of one (1) year, beginning with the day notification to proceed is received. If the agency doesn't carry out its obligation, the College may pre-terminate the Contract in accordance with the process specified in the instructions on contract termination released by the Government Procurement Policy Board (GPPB) under resolution No. 018-2004, dated 22 December 2004.

### VIII. EXTENSION OF CONTRACT

If a contract extension is required, the terms outlined in paragraph 4.0 (General Conditions for Extension) of Appendix 24 of the Updated 2016 Revised IRR of RA 9184 shall apply.

#### IX. OTHER SECURITY SERVICES

The Agency should provide adequate security (including all necessary equipment such as additional handheld radios, vehicle if necessary, etc., and process all legal documents such as permit to transport firearms if we will be deploying guards at UP Apitong and Leyte-Leyte properties) during College activities without additional cost to the College such as, but not limited to:

- 1. Foundation Day
- 2. Opening Exercises
- 3. Graduation Exercises
- 4. Lantern Parade
- 5. Other school activities

The Agency will make the necessary VIP security arrangements and work with the local police forces to coordinate security measures whenever VIPs or other important guests arrive to the College.

# Schedule of Prices

Table A. Price Schedule for February 01 to May 31, 2025

February 01 - May 31, 2025	Night Shift	Day shift
Days worked per week	7	7
Total equivalent no. of days/year (2023 Workers' Statutory Monetary Benefits)	395	395
No. of worked hours per day	8 hrs. work/day	8 hrs. work/day
AMOUNT TO GUARD		
Daily Wage (New Minimum Wage Starting 01/02/2022 based on WO No. RB VIII-23)	420.00	420.00
Average Pay/Month {395 x DW (₱420.00)/12}	13,825.00	13,825.00
Night Shift Differential Pay [Ave. Pay/Mo. (13,825.00) x 0.10 x 1]	1,382.50	
13th Month Pay [DW (₱420.00) x 365/12/12]	1,064.58	1,064.58
5 Days Incentive Pay [DW (₱420.00) x 5/12]	175.00	175.00
Uniform Allowance (RA No. 11917)	100.00	100.00
TOTAL AMOUNT DIRECTLY TO GUARD	16,547.08	15,164.58
AMOUNT TO GOV'T IN FAVOR OF GUARD		
Retirement Benefits [22.5 days x DW(\$\mathbb{P}\$420.00)/12 - RA No. 7461]	787.50	787.50
SSS Premium (Pursuant to SSS Contribution Schedule effective January 2025)	1,650.00	1,500.00
Philhealth Contribution (Pursuant to Philhealth Cir. No. 2020-0005)	345.63	345.63
State Insurance Fund	30.00	30.00
Pag-ibig Fund (RA No. 7742)	200.00	200.00
Total Amt. to Gov't. In Favor of Guard	3,013.13	2,863.13
TOTAL AMOUNT DUE TO GUARD & GOV'T.	19,560.21	18,027.71
AGENCY FEE (Administrative Overhead and Margin)		
<b>VAT</b> (Agency Fee x 12% - BIR RMC 39-2007)		
MINIMUM RATE PER GUARD		
No. of Guards	9	15
MONTHLY RATE		
Amount for Feb. 01 - May. 31, 2025 (4 months)		
TOTAL		

Table B. Price Schedule for June 01, 2025 to January 31, 2026

June 01, 2025 - January 31, 2026	Night Shift	Day shift
Days worked per week	7	7
Total equivalent no. of days/year (2022 Workers' Statutory Monetary Benefits)	395	395
No. of worked hours per day	8 hrs. work/day	8 hrs. work/day
AMOUNT TO GUARD		
Daily Wage (New Minimum Wage Starting 01/02/2022 based on WO No. RB VIII-23)	435.00	435.00
Average Pay/Month {395 x DW (\$\mathbb{P}\$435.00)/12}	14,318.75	14,318.75
Night Shift Differential Pay [Ave. Pay/Mo. (14,318.75) x 0.10 x 1]	1,431.88	
13th Month Pay [DW (₱435.00) x 365/12/12]	1,102.60	1,102.60
5 Days Incentive Pay [DW (₱435.00) x 5/12]	181.25	181.25
Uniform Allowance (RA No. 11917)	100.00	100.00
TOTAL AMOUNT DIRECTLY TO GUARD	17,134.48	15,702.60
AMOUNT TO GOV'T IN FAVOR OF GUARD		
Retirement Benefits [22.5 days x DW(₱435.00)/12 - RA No. 7461]	815.63	815.63
SSS Premium (Pursuant to SSS Contribution Schedule effective January 2025)	1,700.00	1,550.00
Philhealth Contribution (Pursuant to Philhealth Cir. No. 2020-0005)	357.97	357.97
State Insurance Fund	30.00	30.00
Pag-ibig Fund (RA No. 7742)	200.00	200.00
Total Amt. to Gov't. In Favor of Guard	3,103.59	2,953.59
TOTAL AMOUNT DUE TO GUARD & GOV'T.	20,238.07	18,656.20
AGENCY FEE (Administrative Overhead and Margin)		
<b>VAT</b> (Agency Fee x 12% - BIR RMC 39-2007)		
MINIMUM RATE PER GUARD		
No. of Guards	9	15
MONTHLY RATE		
Amount for June 1, 2025 to Jan. 31, 2026 (8 months)		
TOTAL		

Total bid amount (for 1 year):	

# Annex 1

For the purchase of the bidding documents for the said project, please see details below:

Bank Name: Land Bank of the Philippines

Sagkahan, Tacloban City Branch

Bank Account Name: UP Tacloban College

Bank Account Number: 0182-1056-19

Please take note of the following:

- 1. LBP to LBP fund transfer and Over-the-Counter Cash Deposit **amount is credited on the next banking day**
- 2. Other banks to LBP **amount is credited within 3-5 banking days** (except when the transfer is done via *Instapay*)

Bidders may email the scanned copy of deposit slip or confirmation slip as proof of payment together with the list of items they are intending to bid to <a href="mailto:bacsecretariat.uptacloban@up.edu.ph">bacsecretariat.uptacloban@up.edu.ph</a>

Bids will be declared officially received by the BAC Secretariat only upon validation of the proof of payment by the UPTC Cash Office. If payment is credited beyond the validation period and the deadline of submission, bids will automatically be declared late and therefore will not be accepted.

For guidance and information of all concerned.

