



University of the Philippines
OPEN UNIVERSITY

PHILIPPINE BIDDING DOCUMENTS

for

**Provision of Security Services to
UPOU Headquarters from 1 January
to 31 December 2024**

**Sixth Edition
July 2020**

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University of the Philippines
OPEN UNIVERSITY

Section I. Invitation to Bid for

Provision of Security Services to UPOU Headquarters from 1 January to 31 December 2024

The UP Open University, through the Government of the Philippines (GOP) General Appropriations Act of 2024 intends to apply the sum of Seven Million Pesos (PhP7,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the Early Procurement Activity (EPA) for the Procurement of **“Provision of Security Services to UPOU Headquarters from 1 January to 31 December 2024”** (IB No. 23-11-001). Bids received in excess of the approved budget for the contract (ABC) shall be automatically rejected at bid opening.

The UPOU now invites bids for the above Procurement Project. The duration of contract is 12 months or 1 year. 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.

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.

Prospective Bidders may obtain further information from the BAC Secretariat and inspect the bidding documents at the address given below from 8:00 AM to 5:00 PM, Monday to Friday.

A complete set of Bidding Documents may be acquired by interested bidders from the address below and upon payment of the applicable fee pursuant to the latest Guidelines issued by the GPPB in the amount of **Seven Thousand Pesos (PhP 7,000.00)**. UPOU shall allow the bidder to present its proof of payment for the fees in person, by facsimile or through electronic means.

The UPOU will hold a **Pre-Bid Conference** on **15 November 2023, 1:30 PM** at the UPOU Headquarters, Los Banos, Laguna and/or through video conferencing or any other means, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 28 November 2023, 12:00 PM.**

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be **on 28 November 2023, 1:30 PM** at the given address below and/or via video conferencing or any other means. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Late bids shall not be accepted.

The UPOU 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.

For further information, please refer to:

MS. ELVY A. PAMULAKLAKIN

Head, Bids and Awards Committee (BAC) Secretariat

UPOU Headquarters, Los Baños, Laguna

Telephone No.: (049) 536-6001-06 local 210-211

Telefax No.: (049) 536-5991

Email: bac@upou.edu.ph

You may visit the following websites:

For downloading of Bidding Documents: <https://www.upou.edu.ph/bids-and-awards-committee/>

07 November 2023

(SGD) **Dr. PRIMO G. GARCIA**
Chair
Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *UPOU* wishes to receive Bids for the **Provision of Security Services to UPOU Headquarters from 1 January to 31 December 2024**, with identification number IB No. 23-11-001.

The Procurement Project (referred to herein as “Project”) is composed of *several 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 in the amount of PhP7,000,000.00.

2.2. The source of funding is General Appropriations Act of 2024.

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 limited to those allowed under the rules may participate.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address, **UPOU Headquarters, Los Banos, Laguna** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **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 and shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 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 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

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Security Services b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>No additional requirement.</i>
12	The price of the Goods shall be quoted DDP <i>at UP Open University Headquarters</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 ₱140,000.00 [(2%) of ABC], 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 ₱350,000.00 [(5%) of ABC] if bid security is in Surety Bond.
19.3	<i>No additional requirement.</i>
20.2	<p>(a) Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</p> <p>(b) UP System Questionnaire</p> <p>(c) Other eligibility requirements/documents:</p> <p>(d) Other appropriate valid licenses and permits required by law, if applicable</p>
21.2	<i>No additional requirement.</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

GCC Clause	
1	None.
2.2	The terms of payment shall be on a monthly billing basis.
4	None.

Section VI. Schedule of Requirements

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivery Period. days upon receipt of Notice to Proceed and Purchase Order
1	<i>Provision of Security Services to UPOU Headquarters from 1 January to 31 December 2024 as detailed in Section VII, Item 1. B.</i>	22	22	12 months

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

Section VII. Technical Specifications

Item	Specifications	Statement of Compliance																																								
1	<p>A. Number of security personnel required: 22 security guards 8 hrs day shift – 13 Guards 8 hrs night shift – 7 Guards 12 hrs duty Day – 1 Guard 12 hrs duty Night – 1 Guard</p> <p>B. Deployment The 22 security guards shall be deployed as follows:</p> <table><tr><th>Location</th><th>Number of Security Guards</th></tr><tr><td>Main Building</td><td>3</td></tr><tr><td>CCDL Building</td><td>3</td></tr><tr><td>IMDPO Building</td><td>2</td></tr><tr><td>Community Hub</td><td>3</td></tr><tr><td>Academic Residences</td><td>3</td></tr><tr><td>Teaching and Learning Hub</td><td>3</td></tr><tr><td>World-Class Multimedia Production Building</td><td>3</td></tr><tr><td>Roving / Perimeter Guard</td><td>2</td></tr><tr><td>TOTAL</td><td>22</td></tr></table> <p>C. Work Schedule The following work schedule shall apply:</p> <table><tr><th colspan="2"></th><th>Shift 1</th><th>Shift 2</th><th>Shift 3</th></tr><tr><th>Location</th><th>Total Hours</th><th>6 AM – 2 PM</th><th>2 – 10 PM</th><th>10 PM – 6 AM</th></tr><tr><td>Main Building</td><td>8 hrs duty per guard</td><td>1</td><td>1</td><td>1</td></tr><tr><td>CCDL Building</td><td>8 hrs duty per guard</td><td>1</td><td>1</td><td>1</td></tr></table>	Location	Number of Security Guards	Main Building	3	CCDL Building	3	IMDPO Building	2	Community Hub	3	Academic Residences	3	Teaching and Learning Hub	3	World-Class Multimedia Production Building	3	Roving / Perimeter Guard	2	TOTAL	22			Shift 1	Shift 2	Shift 3	Location	Total Hours	6 AM – 2 PM	2 – 10 PM	10 PM – 6 AM	Main Building	8 hrs duty per guard	1	1	1	CCDL Building	8 hrs duty per guard	1	1	1	
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Community Hub	8 hrs duty per guard	1	1	1
Academic Residences	8 hrs duty per guard	1	1	1
Teaching and Learning Hub	8 hrs duty per guard	1	1	1
World-Class Multimedia Production Building	8 hrs duty per guard	1	1	1
Roving / Perimeter Guard*	12 hrs day shift 6AM-6PM	1		
Roving / Perimeter Guard*	12 hrs night shift 6PM-6AM	1		

*Must serve as the roving guard around the perimeter; assigned as a main gatekeeper for the specified hours: 6am-9am; 11am-1pm; 5-6pm; Controls and records activities at the Tabon Gate; Task to assist co-guards in the 7 buildings in the interim.

The agency must provide an organizational set-up for the security personnel to be assigned to UPOU, including their immediate supervisors. The name, email address and phone number of agency representatives must also be submitted.

D. Qualifications of security personnel

All security personnel to be deployed to UPOU must have —

1. At least a high school diploma
2. An NBI clearance, police clearance and valid security license issued by PNP-Supervisory Office for Security and Investigation Agency (SOSIA)
3. Appropriate training as attested via a certificate of training for security guards
4. A certificate indicating having passed the mandatory drug test from a government-accredited drug testing laboratory before deployment and after six months from deployment.
5. At least 2-years' experience working as a security guard of a government office/agency or educational institution (i.e. school, college, or university)

E. Duties and responsibilities of security personnel

The duties of security personnel at UPOU are as follows:

	<p><u>Building security</u></p> <ol style="list-style-type: none"> 1. Monitor all movements in and out of the premises. 2. Receive all incoming document/material deliveries. Examine each package/box received/delivered and notify the person concerned upon arrival of deliveries/packages. 3. Conduct an ocular inspection of all offices and ensure that all offices are locked after office hours. 4. Secure all entry and exit doors and gates after office hours and during routine security check inspection. 5. Switch on all necessary perimeter lights within their area of responsibility during night time. 6. Inspect the surroundings for suspicious persons, objects and other incidents out of the ordinary. 7. Respond to any emergency calls such as fire, flood, theft, sabotage, attack, etc.. 8. In the event of a crime, secure the crime scene and maintain the integrity of evidence and immediately notify the IRRI Security Section, UPLB Police Force, Los Baños PNP, and the Assistant to the Vice Chancellor for Finance and Administration/Head, Campus Development and Maintenance Office (CDMO). 9. Submit reports related to building security and safety to the Assistant to the Vice Chancellor for Finance and Administration/Head, Campus Development and Maintenance Office (CDMO). 10. Take charge of raising and lowering the Philippine and UPOU flags. <p><u>Entry and exit of UPOU employees</u></p> <ol style="list-style-type: none"> 1. Implement the "No ID, no entry" policy. 2. Implement the "No permit to work overtime, no entry" policy after office hours and during weekends and holidays. 3. Implement new policies released by the Administration in accordance with the State of the Philippines. 4. Maintain a logbook of employee arrivals and departures. The logbook must be kept secure and made available for verification by the OVCFA as needed. <p><u>Entry and exit of visitors, contractors, and janitors</u></p> <ol style="list-style-type: none"> 1. Screen visitors in a courteous and professional manner. Require visitors (including contractors) to sign the visitor's logbook and issue a visitor's ID in exchange for a valid identification card. The visitor's ID shall be returned to the issuing guard when the visitor leaves the premises. The logbook must be kept secure and made available for verification by the OVCFA as needed. 2. Notify by telephone the official or employee to be visited and guide/assist/direct the visitor to the concerned office. 3. Inspect thoroughly all bags and packages hand-carried by visitors, contractors, and janitors entering and departing the building. 4. Bar the entry of vendors into the building, unless they have a written authorization from the OVCFA. Allow UPOU kiosk vendors into the premises only at times specified by the OVCFA. 5. When contractual repairs and/or construction work are being undertaken, verify the identity of servicemen and contractors entering the premises, and ensure that their work/activities within the premises are authorized by the CDMO. Monitor 	
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	<p>the entry and exit of servicemen and inspect bags and equipment on entry and exit.</p> <p>6. Answer telephone calls as needed in a courteous manner.</p> <p><u>Monitoring of vehicles and vehicular traffic</u></p> <ol style="list-style-type: none"> 1. Maintain a logbook of UPOU vehicle movement in and out of the premises. The logbook must be kept secured and made available for verification by the OVCFA as needed. 2. Ensure that UPOU vehicles leaving the campus have a signed trip ticket. 3. Ensure that UPOU property/materials being transported out of the premises are covered by a gate pass. Maintain a logbook of equipment pulled out. 4. Inspect all other vehicles entering and/or leaving the UPOU premises and record in the vehicle logbook the plate number, time in and out, the name of the driver and his/her office/company, if applicable. 5. Control traffic flow within UPOU premises and direct drivers to designated parking areas. Ensure that all vehicles are parked properly. 6. Safeguard and protect parked vehicles. <p>F. Duration: 1 January to 31 December 2024 (12 months)</p> <p>G. Other requirements</p> <p>The salary of the security personnel shall be as stipulated in DOLE Wage Order No. IVA-20 dated 24 September 2023.</p> <p>The Agency must:</p> <ul style="list-style-type: none"> • conduct onsite training for emergencies on the 1st quarter of duty. • conduct orientation on the above duties and responsibilities of security personnel. • implement other security measures specified by the UPOU through CDMO. • participate in the University's activities related to preparedness, response and other initiatives with regard to Disaster Risk Reduction and Management. 	
2	<p>H. Required equipment and paraphernalia</p> <ol style="list-style-type: none"> 1. The security agency shall provide all security guards with a complete set of uniforms including the following: <ol style="list-style-type: none"> a) Handheld radio (ICOM V8 handheld radios or equivalent); for the roving guard, one handheld radio capable of interfacing/interconnecting with IRRI surveillance equipment; b) Heavy duty rechargeable floodlights or equivalent rechargeable halogen searchlights with state-of-the-art charging system, durable strap for increased portability, 4 hours rechargeable battery life, integrated charger and adaptor, high and low beam selector, halogen bulb, auto overcharge protection/discharge protection, and weather proofing; c) Night stick; d) Whistle; e) Rain gear (e.g. coat and boots); and f) First aid kit 	

	<p>2. The security agency should provide</p> <p>a) One-unit motorcycle (operating and maintenance costs, including fuel, will be shouldered by the security agency)</p> <p>3. Security guard assigned at the Community Hub (CH) should be provided with a firearm especially during night time duty to protect the building. Due to its strategic location CH being along the stretch of the principal road, is considered as highly prone to risk of burglary. This building contains valuable property.</p> <p>NOTE: Otherwise, security guards who are not assigned in the CH should NOT carry firearms.</p>																						
3	<p>I. Performance Review and Assessment</p> <p>a. The Contractor shall maintain a satisfactory level of performance throughout the Contract period based on the following set of performance criteria:</p> <table border="1"> <thead> <tr> <th></th><th>Performance Criteria</th><th>Weight</th></tr> </thead> <tbody> <tr> <td>I</td><td>Conformity to Technical Requirements</td><td>(25)</td></tr> <tr> <td>II</td><td>Timeliness in the Delivery of Services</td><td>(25)</td></tr> <tr> <td>III</td><td>Behavior of Personnel (Courteous, Professional and Knowledgeable)</td><td>(20)</td></tr> <tr> <td>IV</td><td>Response to Complaints</td><td>(20)</td></tr> <tr> <td>V</td><td>Compliance with set office policies for such services</td><td>(10)</td></tr> <tr> <td></td><td>Performance Rating Passing rate: 80 points</td><td></td></tr> </tbody> </table> <p>b. The CDMO shall conduct a periodic review using the above-cited criteria to ensure compliance with the technical specifications, as well as with the other terms and conditions imposed by the UPOU during the contract period.</p> <p>c. Further, the CDMO shall conduct a mid-term assessment or evaluation of the Contractor. Based on its assessment, the UPOU may pre-terminate the contract for failure of the Contractor to perform its obligations thereon following the procedures prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Annex “I” of the Revised IRR of RA 9184.</p>		Performance Criteria	Weight	I	Conformity to Technical Requirements	(25)	II	Timeliness in the Delivery of Services	(25)	III	Behavior of Personnel (Courteous, Professional and Knowledgeable)	(20)	IV	Response to Complaints	(20)	V	Compliance with set office policies for such services	(10)		Performance Rating Passing rate: 80 points		
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IV	Response to Complaints	(20)																					
V	Compliance with set office policies for such services	(10)																					
	Performance Rating Passing rate: 80 points																						

4	<p>Technical Parameters:</p> <p>The security agency should meet the following technical parameters:</p> <p>1. Stability</p> <p>1.1 Years of experience: The security agency must have been continuously operating for at least five (5) years with at least three (3) years of experience in campus security.</p> <p>1.2 Liquidity: The security agency should meet the current ratio ≥ 1</p> <p>1.3 Organizational set-up: The security agency must provide the agency organizational set-up.</p> <p>1.4 With valid License to Operate from the Philippine National Police (PNP) – Supervisory Office for Security and Investigation Agencies</p> <p>1.5 Must be a member of the Philippines Association of Detective and Protective Agency Operators</p> <p>1.6 With Certificate of Registration in Accordance with Department of Labor and Employment Department Order No. 18-A, s. 2011</p> <p>2. Resources</p> <p>The security agency must submit the following information including supporting documents:</p> <p>2.1 Number of licensed firearms owned by agency, with the minimum number specified in Item 2.</p> <p>2.2 Number and kind of communication devices owned by the agency, with the minimum number and kind specified in Item 2.</p> <p>2.3 Number and kind of motor-powered vehicles owned by agency, with the minimum number and kind specified in Item 2.</p> <p>2.4 Number of licensed guards employed by the agency, with at least fifty (50) security guards that are organic to the Contractor.</p> <p>3. The Contractor shall provide twenty-two (22) qualified, bonded, uniformed, highly-trained security guards, including of one (1) Security Supervisor who must meet the following requirements:</p> <p>3.1 With at least three (3) years of experience in Security Services;</p> <p>3.2 Must have completed a private security training from a government or duly registered and accredited private training institution/s;</p> <p>3.3 Must have undergone first-aid and basic-life support course;</p> <p>3.4 With valid license to exercise Private Security Profession;</p> <p>3.5 Of good moral character and must not have violated any rules and regulations under RA No. 5487 and its Implementing Rules and Regulations (IRR);</p> <p>3.6 Fit to work, as evidenced by a medical certificate issued within the last two (2) months prior to deployment (specify that the security guard is fit to work)</p> <p>4. Security Plan</p> <p>The security agency must submit a security plan.</p> <p>5. Other Factors</p> <p>5.1 Recruitment and selection criteria: The security agency must provide</p>	
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	information about its recruitment and selection criteria for security personnel.	
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Notes: *[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.]*

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (UPOU BAC FORM No. 1); and
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (UPOU BAC FORM No. 2). The SLCC should be at least 50% of the ABC;
- ☐ (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 (UPOU BAC FORM No. 3);
- ☐ (e) Conformity with the Technical Specifications, Bidders must state under Statement of Compliance either “Comply” or “Not Comply” against each of the individual parameters of each specification (UPOU BAC FORM No. 4) which should include the following Technical Parameters:
- 1. Stability**
- 1.1** Years of experience: The security agency must have been continuously operating for at least five (5) years with at least three (3) years of experience in campus security.
- 1.2** Liquidity: The security agency should meet the current ratio ≥ 1
- 1.3** Organizational set-up: The security agency must provide the agency organizational set-up.
- 1.4** With valid License to Operate from the Philippine National Police (PNP)
– Supervisory Office for Security and Investigation Agencies
- 1.5** Must be a member of the Philippines Association of Detective and Protective Agency Operators
- 1.6** With Certificate of Registration in Accordance with Department of Labor and Employment Department Order No. 18-A, s. 2011

2. Resources

The security agency must submit the following information including supporting documents:

- 2.1** Number of licensed firearms owned by agency, with the minimum number specified in Item 2.
- 2.2** Number and kind of communication devices owned by the agency, with the minimum number and kind specified in Item 2.
- 2.3** Number and kind of motor-powered vehicles owned by agency, with the minimum number and kind specified in Item 2.
- 2.4** Number of licensed guards employed by the agency, with at least fifty (50) security guards that are organic to the Contractor.

3. The Contractor shall provide twenty-two (22) qualified, bonded, uniformed, highly-trained security guards, including of one (1) Security Supervisor who must meet the following requirements:

- 3.1** With at least three (3) years of experience in Security Services;
- 3.2** Must have completed a private security training from a government or duly registered and accredited private training institution/s;
- 3.3** Must have undergone first-aid and basic-life support course;
- 3.4** With valid license to exercise Private Security Profession;
- 3.5** Of good moral character and must not have violated any rules and regulations under RA No. 5487 and its Implementing Rules and Regulations (IRR);
- 3.6** Fit to work, as evidenced by a medical certificate issued within the last two (2) months prior to deployment (specify that the security guard is fit to work)

4. Security Plan

The security agency must submit a security plan.

5. Other Factors

- 5.1** Recruitment and selection criteria: The security agency must provide information about its recruitment and selection criteria for security personnel.

- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) (UPOU BAC FORM No. 5);
and if applicable, Original Notarized Secretary's Certificate (UPOU BAC FORM No. 6) in case of a corporation, partnership, or cooperative; **or** Original Special Power of Attorney (UPOU BAC FORM No. 7) 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; and

Financial Documents

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (UPOU BAC FORM No. 8);
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. (UPOU BAC FORM No. 9)
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form (UPOU BAC FORM No. 10) which should include *Secretary's Certificate or Special Power of Attorney, if applicable*; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s) (UPOU BAC FORM No. 11b);.
- (c) Duly accomplished Itemized Bid Proposal/Cost Breakdown

Note:

The prescribed documents in the checklist are mandatory to be submitted in the Bid.

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____
 Business Address : _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>							
<u>Private</u>							

Note: This statement shall be supported with any of the following:

1. End user's acceptance or official receipt(s) issued for the contract, if completed; or
2. Notice of Award and/or Contract

Submitted by : _____
 (Printed Name & Signature)

Designation : _____
 Date : _____

STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID

Business Name : _____

Business Address : _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with any of the following:

1. End user's acceptance or official receipt(s) issued for the contract, if completed; or
2. Notice of Award and/or Contract

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Bid Securing Declaration Form

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

BID SECURING DECLARATION **Project Identification: IB No. 23-11-001**

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)

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree; *[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

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

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

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding for **“Provision of Security Services to UPOU Headquarters from 1 January to 31 December 2024”, Project Identification IB No. 23-11-001** by the **UP Open University** and that if awarded the project shall enter into a contract with the **UP Open University**; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

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

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

SPECIAL POWER OF ATTORNEY

I, _____, President of _____, a corporation incorporated under the laws of _____ with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

Affiant

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 20____, personally appeared:

<u>NAME</u>	<u>Government Issued ID NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

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

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

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

NET FINANCIAL CONTRACTING CAPACITY

The computation of a prospective bidder's Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid (See Section I. Invitation to Bid), calculated as follows:

	Year 20__
Current Assets	
Minus: Current Liabilities	
Sub Total	
Multiplied by value of K	
Sub Total	
Minus: Value of outstanding services under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid	
NFCC	

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

NFCC = PhP _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

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

JOINT VENTURE AGREEMENT

UPOU BAC Form No. 9

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between _____, of legal age, _____ owner/proprietor of _____ (civil status) and a resident of _____.

- and -

_____, of legal age, _____, owner/proprietor of _____ (civil status) _____ a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the UP Open University.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

FINANCIAL BID FORM

Date : _____
Project Identification No. : _____

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 the *Provision of Security Services to UPOU Headquarters from 1 January to 31 December 2024* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
of agent Currency Commission or gratuity

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

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

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[Secretary's Certificate or Special Power of Attorney, if applicable]*.

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

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Provision of Security Services to UPOU Headquarters from 1 January to 31 December 2024		1 lot						

Name: _____

Legal Capacity: _____

Signature: _____

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

ITEMIZED BID PROPOSAL/COST BREAKDOWN

2024 Security Services Cost Breakdown

University of the Philippines
OPEN UNIVERSITY

8hrs day shift	8 hrs night shift	12hrs duty DAY	12hrs duty NIGHT
13	7	1	1

PROVISION OF SECURITY SERVICES FOR UPOU
HEADQUARTERS 1 January to 31 December 2024

ITEMIZED BID PROPOSAL/COST BREAKDOWN

AMOUNT PAYABLE TO THE EMPLOYEE	8hrs day shift	8 hrs night shift	12hrs duty DAY	12hrs duty NIGHT
Rate per day pe guard/Daily Wage (DW) https://nwpc.dole.gov.ph/region-iv/	479	479	479	479
RESTDAY PREMIUM https://balmorissoftware.com/bsiwebsite/downloadables/rag504/AnnexB.pdf (479 x 1.3 x 52/12)	-	-	-	-
Rate per month/per guard (479 x 395/12) DWx with restday premium/ 12months (479 x 313/12)	-	-	-	-
Night Differential Pay (DW x 10% x 366/12)	-	-	-	-
13th Month Pay (479 x 366/12/12) (479 x 313/12/12)	-	-	-	-
5 Days Incentive Pay DW x 5/12	-	-	-	-
Uniform Allowance	-	-	-	-
Overtime Pay (Night/Day Shifts including holidays)	-	-	-	-
Sub Total (A)	0.00	0.00	0.00	0.00
AMOUNT TO GOV'T IN FAVOR OF GUARD				
Retirement Benefit (RA 7641) (DW x 22.50 days/12 mos)	-	-	-	-
SSS-ER Share https://www.howtoquick.net/2018/01/updated-sss-contribution-table.html	-	-	-	-
PhilHealth-ER Share https://governmentph.com/philhealth-contribution/	-	-	-	-
Insurance-ER Share https://nwpc.dole.gov.ph/wp-content/uploads/2018/06/Published-WO-No.-IVA-19.pdf	-	-	-	-
Pag-ibig -ER Share	-	-	-	-
Sub Total (B)	0.00	0.00	0.00	0.00
TOTAL A + B	0.00	0.00	0.00	0.00
Administrative Cost (20% based on RA No. 11917)	-	-	-	-
VAT 12% (Sub-total A)	-	-	-	-
Contingency	-	-	-	-
Sub Total (C)	0.00	0.00	0.00	0.00
Supervisor's allowance	-	-	-	-
Sub Total - A, B and C	0.00	0.00	0.00	0.00
TOTAL per guard per month (22 guards)				
No. of Guards for 8 hrs and 12 hrs duty	13	7	1	1
TOTAL contract rate for 1 month for 8 hrs duty	0.00	0.00		
TOTAL contract rate for 1 month for 12 hrs duty			0.00	0.00
TOTAL contract rate for 1 month for 8 hrs duty for 1 year	0.00	0.00		
TOTAL contract rate for 1 month for 12 hrs duty for 1 year			0.00	0.00
TOTAL FOR ONE YEAR (20 guards for 8 hrs and 2 guard for 12 hrs)	0.00	0.00		
TOTAL		0.00	0.00	0.00

Sealing and Marking of Bids:

Submission of hard copies to the BAC Secretariat Address:

One Original Copy of the Technical Components and Financial Components

PROCEDURE:

1. The Technical Components (TC) of the Bid should be enclosed in envelope and must be labelled, sealed and signed as follows:

PROVISION OF SECURITY SERVICES TO UPOU HEADQUARTERS FROM 1
JANUARY TO 31 DECEMBER 2024 – TECHNICAL COMPONENTS

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. IB No. 23-11-001
“DO NOT OPEN BEFORE 28 November 2023, 1:30 PM”

2. The Financial Components (FC) of the Bid should be enclosed in another envelope and must be sealed and signed;

PROVISION OF SECURITY SERVICES TO UPOU HEADQUARTERS FROM 1
JANUARY TO 31 DECEMBER 2024 – FINANCIAL COMPONENTS

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
UP OPEN UNIVERSITY
UPOU HEADQUARTERS, LOS BAÑOS, LAGUNA
REFERENCE NO. IB No. 23-11-001
“DO NOT OPEN BEFORE 28 November 2023, 1:30 PM”

3. The TC and FC envelopes should be enclosed in one mother envelope and must be labelled, sealed and signed as follows:

PROVISION OF SECURITY SERVICES TO UPOU HEADQUARTERS FROM 1
JANUARY TO 31 DECEMBER 2024

[NAME AND ADDRESS OF THE BIDDERS]
BIDS AND AWARDS COMMITTEE SECRETARIAT
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