

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Sixth Edition
July 2020

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PROCUREMENT OF SECURITY SERVICES FOR THE UNIVERSITY (ISAT U MC GOODS-2025-07-20)

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INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICES FOR THE UNIVERSITY

1. The **Iloilo Science and Technology University – Miagao Campus**, through FY 2025 **Fund 164**, intends to apply the sum of **Php 1,800,000.00** as the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Security Services for the University** with Project Reference No. **ISAT U MC GOODS-2025-07-20**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **ISAT U Miagao Campus** invites bidders for the above procurement project. Delivery of the Goods is required within **One (1) Year upon the receipt of the Notice to Proceed**. Bidders should have completed within the **last five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in *Section II (Instructions to Bidders)*.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act”.
4. 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.
5. Interested bidders may obtain further information from **ISAT U Miagao Campus** and inspect the Bidding Documents at the address given below during **office hours from 7:30 am to 4:00 pm**.
6. A complete set of Bidding Documents may be acquired by interested Bidders from **July 14 – 22, 2025** in the address stated below upon payment of the applicable fee for the said bidding documents. Pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos Only (Php 5,000.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronics Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than abovementioned deadline.
7. The **ISAT U Miagao Campus** shall allow the bidder to present its proof of payment for the fee by emailing a copy of the official receipt at miagao.bac@isatu.edu.ph or presentation of the official receipt in person.
8. The **ISAT U Miagao Campus** will hold a Pre-Bid Conference at **1:30 PM, on July 11, 2025** at the **BAC Conference Room of ISAT U Miagao Campus** and **via videoconferencing application** which shall be open to prospective bidders. All interested bidders are advised to contact the BAC Secretariat through email or landline,

in advance or prior to the scheduled procurement activity for the Google application meeting.

9. Bids must be duly received by the BAC Secretariat through manual submission at the address below on or before, **July 23, 2025 at 5:00 PM**. Late bids shall not be accepted. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

10. Bid opening shall be on **July 24, 2025 at 1:30 PM** at the **BAC Conference Room of ISAT U Miagao Campus and via videoconferencing application**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

We kindly enjoin bidders of the requirement to have at least one (1) representative physically present/virtually during the Bid Opening at the ISAT U Miagao Campus, Igtuba, Miagao Campus. It is important to note that submitted bids without a representative during the Bid Opening will still be evaluated. However, please be aware that if any questions or clarifications arise from the BAC, bidders who did not have a representative present will not be permitted to contest or provide further input.

11. The **ISAT U Miagao Campus** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

MS. WENEFREDA N. NOLADA

BAC Secretariat Section

ISAT U – Miagao Campus

Igtuba, Miagao, Iloilo

Tel No.: 315-8164 loc 121

Email: miagao.bac@isatu.edu.ph

Fax: (033) 315-9755

Website: www.miagao.isatu.edu.ph

FB Page: Bac Isatu Miagao Campus


SOLIMAR F. MORADAS, DIT
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Iloilo Science and Technology University – Miagao Campus** wishes to receive Bids for the **Procurement of Security Services for the University** with Project identification number **ISAT U MC-GOODS-2025-07-20**.

The Procurement Project referred to herein as the “Project” is composed of (1) item, 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 **One Million Eight Hundred Pesos Only (Php 1,800,000.00)**.

2.2. The source of funding is:

a. **NGA, the General Appropriations Acts or Special Appropriations.**

3. Bidding Requirements

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

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

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

ISAT U Miagao Campus required the bidder to use the prescribe form or template attached in the bidding documents especially in the Financial Documents. Also, requesting the Bidder to use the A4 size of bond paper in all 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. xxx
- 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:

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

The Procuring Entity has prescribed that:

b. 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 through videoconferencing application and at its physical address stated below as indicated in paragraph 7 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 the **last five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to

the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in *Section VIII (Checklist of Technical and Financial Documents)*. If possible, all financial documents or forms should be entered computerized.
- 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 **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:

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.

14.2. The Bid and bid security shall be valid until **120 calendar days**. 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.

ISAT U Miagao Campus is requesting for additional two (2) hard copies of the Bid which shall be marked as “Copy 1” and “Copy 2”. (Please see attached “Annex A”).

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 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One 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 Payments System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

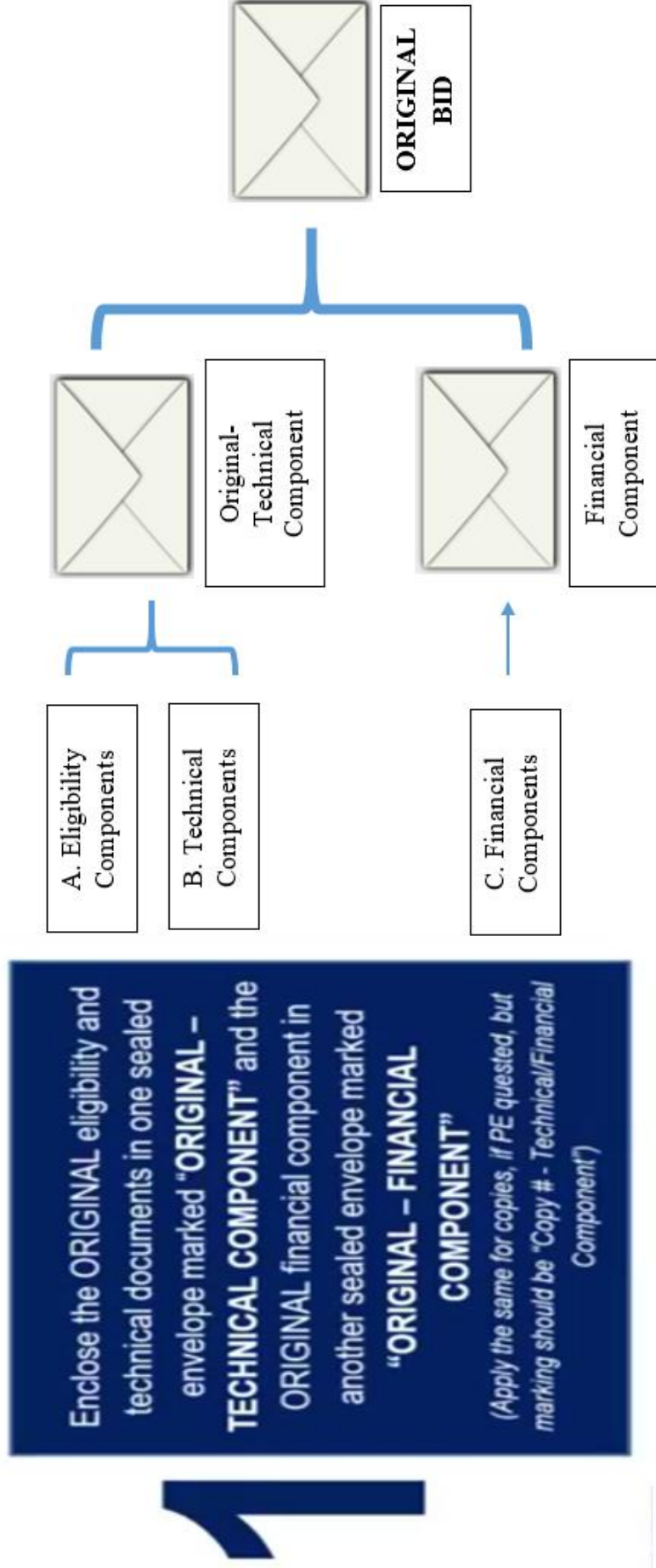
21. Signing of the Contract

- 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.



Republic of the Philippines
Iloilo Science and Technology University
Miagao Campus
Miagao, Iloilo
Trunkline: (+6333) 315-8164 | Telefax: (+6333) 315-9755
<https://www.miagao.isatu.edu.ph>

SEALING AND MARKING OF BIDS “Annex A”





Republic of the Philippines
Iloilo Science and Technology University
Miagao Campus
Miagao, Iloilo
Trunkline: (+6333) 315-8164 | Telefax: (+6333) 315-9755
<https://www.milagao.isatu.edu.ph>

SEALING AND MARKING OF BIDS “Annex A”

2

Seal both envelopes in an outer envelope marked “ORIGINAL BID”

(Apply the same for copies, if PE requested, but marking should be “Copy # of Original Bid”)

3

The ORIGINAL Technical/Financial Envelope and the COPY Envelopes, if any, shall be CONTAINED in ONE ENVELOPE



ORIGINAL BID



COPY 1



COPY 2



MAIN
ENVELOPE



Republic of the Philippines
Iloilo Science and Technology University
Miagao Campus
Miagao, Iloilo
Trunkline: (+6333) 315-8164 | Telefax: (+6333) 315-9755
<https://www.miagao.isatu.edu.ph>

SEALING AND MARKING OF BIDS “Annex A”

Sample:

PROCUREMENT OF SECURITY SERVICES FOR THE UNIVERSITY

Project Reference No. ISAT U MC-GOODS-2025-07-20

Company Name

Address

**OFFICE OF THE BIDS AND AWARDS COMMITTEE
ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY**

Miagao Campus

Miagao, Iloilo

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. similar contracts shall refer <u>Procurement of Security Services for the University</u> b. completed within <u>Two (2) years</u> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	<p>The price of the Goods shall be quoted DDP to Iloilo Science and Technology University – Miagao Campus, Igtuba, Miagao, Iloilo or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p>The first envelope shall contain the eligibility and technical documents states in the ITB Clause. However, if the Bidder maintains a current and updated file of his Class “A” Documents with the Procuring Entity, a written letter of intent may be submitted in lieu of the Class “A” Documents; otherwise, it shall submit an application for eligibility and its latest Class “A” Documents on or before July 23, 2025 at 5:00 pm. Any application for eligibility or updates submitted after the deadline for the submission of the letter of intent shall not be considered for the bidding at hand.</p>
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 Php 36,000.00, 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 Php 90,000.00, if bid security is in Surety Bond.
19.3	<p>Procurement of Security Services for the University</p> <p>ABC: Php 1,800,000.00 Procurement mechanism: “Lot”</p>
20.2	<p>Note: See checklist for Eligibility Requirements and Technical Documents</p> <p>Tax Clearance per Executive Order 398, Series of 2005, as finally reviews and approved by the BIR shall be part of eligibility documents.</p>
21.2	<p>Note: See checklist for Eligibility Requirements and Technical Documents</p> <p>The statement of all 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, within six (6) months.</p>

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

- 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.

GPPB Resolution No. 30-2017 Approving Additional Amendment to Section 62.1 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA No. 9184 provides:

“For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.

*The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) **but not to exceed five percent (5%)** of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) **but not to exceed five percent (5%)** of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.*

As per GPPB Resolution No. 30 – 2017, this University will impose retention money on the payment for the procurement of goods equivalent to the following percentage:

Contract Amount	Retention
1,000,000 and below	5%
1,000,001 to 2,000,000	4%
2,000,001 to 3,000,000	3%
3,000,001 to 4,000,000	2%
4,000,001 and above	1%

- 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

GCC Clause	
1	<p>Delivery and Packaging of Items:</p> <p>The delivery of the goods/services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>The outer packaging must be clearly marked on at least one (1) side as follows:</p> <p>Name of Procuring Entity: Iloilo Science and Technology University – Miagao Campus Address: Igtuba, Miagao, Iloilo Office: SSDDMMO Name of Authorized Representative: Dr. Lance Jay T. Montalban/ Mr. William M. Sollesta, Jr. Name of End-User: Contact No.: 315-8164 loc 105</p> <p>Name of Company: Contact No.: Contract Description:</p>
2.2	<p>a. Partial Payment is not allowed.</p> <p>b. Payment to supplier may be received within 15 days from complete delivery and acceptance of items.</p>
4	<p>The inspection and tests that will be conducted are:</p> <p>Physical inspection of personnel, required materials and supplies</p>



Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Security Services, Uniformed Security Guards with License with following equipment a. HVF Handset Radio b. Side bag with First Aid Kit c. Flashlight d. Handgun with License e. Metal Detector f. Baton g. Whistle h. Completed Uniform with security reflectorized vest i. Under chassis mirror	5		
	Contract Duration: 1 year			
	Please see attached Terms of Reference			

**Procurement Mechanism to be used is “By Lot”
ABC: Php 1,800,000.00**

I hereby commit to comply and deliver the above requirements.

Name of Supplier/Contractor (in Print)

Name of Company Authorized Representative

Date



Section VII. Technical Specifications

Item	Specification	Statement of Compliance			
	Procurement of Security Services for the University Php 1,800,000.00	[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.]			
Item No.	Specification	Unit	Qty.	Brand	Statement of Compliance
1	Security Services, Uniformed Security Guards with License with following equipment a. HVF Handset Radio b. Side bag with First Aid Kit c. Flashlight d. Handgun with License e. Metal Detector f. Baton g. Whistle h. Completed Uniform with security reflectorized vest i. Under chassis mirror	persons	5		
	Contract Duration: 1 year				
	Please see attached Terms of Reference				



TERM OF REFERENCE

Project Title: Procurement of Security Services for the University

Contract Duration: One (1) Year

I. RATIONALE

As a leading educational institution in Region VI in terms of Science and Technology ISAT U has acquired properties and facilities worth millions of pesos, and the increase of its population in the different campuses. It is therefore, one of the main concerned of the administration is to protect, safeguard and preserved the said properties and more importantly to protect the lives of the people in the organization.

II. APPROVED BUDGET FOR THE CONTRACT, STAFF COMPLEMENT, AND CONTRACT DURATION AND CONDITIONS

A. Approved Budget for the Contract

The total Approved Budget for the Contract ("ABC") for this project is One Million Eight Hundred Thousand Pesos Only (Php 1,800,000.00), inclusive of all applicable taxes and fees, including administrative fee of not less than 20% but not more than 25% and other mandatory contributions due to concerned government agencies.

B. Staff Complement

Staff complement shall be comprised of five (5) security guards who shall have a shifting schedule of eight (8) hours a day from Monday to Sunday, to be deployed at the University Premises.

C. Contract Duration and Conditions

1. Contract Duration

The contract for security services ("Contract") shall be for a period of twelve (12) months and is extendible on a month-to-month basis while ISAT U Miagao Campus is procuring for new contract for the same services. The security agency ("Service Provider"), upon assumption of its duty, shall be subject to performance evaluation which shall be the basis for retention of its services.

2. Condition of Contract

The following are the conditions to be complied with by the Service Provider:

- a. The Service Provider shall comply with the Labor Code including but not limited to provisions requiring that wages shall paid at least twice a month. Within five (5) working days from the scheduled date of payment, the Security Agency shall submit to the ISAT University Miagao Campus proof of payment and/or remittances of the following:
 - Wages and overtime fees
 - 13th month pay of their deployed employees
 - Remittances to SSS, Pag-IBIG, Philhealth and BIR

The ISAT University Miagao Campus shall no case be liable for any interest penalty or for any delayed payments of the remittances to SSS, Pag-IBIG, Philhealth and BIR.

- b. The Service Provider shall submit to the ISAT University Miagao Campus its Compliance Certificate/Clearance from the DOLE and NLRC Certificate, stating that it is duly registered as legitimate contractor.

- c. The Service Provider shall require the designated security guards to always be neat and in proper uniform.
- d. The Service Provider shall make available all times trained and qualified relievers and/or replacements to ensure continuous and uninterrupted service in case of absences of the assigned guard for whatever reason; provided, however, that no security guard shall serve for more than eight (8) hours of duty per day except in case of emergency. Furthermore, in case of replacement, the name of the guard / s to be replaced shall be indicated in the Duty Detail Order and shall be presented, together with the Recall Order issued to the security guard who will be replaced, to the duly authorized of the ISAT University Miagao Campus, Chief Security Officer and to the Head of Safety, Security, Environment and Disaster Mitigation Management Office. In no case shall a security guard assume his post without presenting his Duty Detail Order and Recall Order to the Security Supervisor of ISAT University Miagao Campus.
- e. The ISAT University Miagao Campus has the right to demand from the Security Provider the immediate relief of security guards who are deemed undesirable or incompetent without the benefit of formal investigation or explanation. The ISAT University Miagao Campus shall then give a request for replacement to the Security Agency, which in turn, shall have twenty – four (24) hours from receipt if such request to provide a replacement. In all instances, the replacement should be acceptable to the ISAT University Miagao Campus.
- f. The ISAT University Miagao Campus has the right to reject any output or any task which fails to meet the minimum standards that may be agreed upon by the ISAT University Miagao Campus and the Security Agency. In such instances, the Security Agency shall make the necessary corrections or alterations to the output or task to meet the minimum standards agreed on.
- g. The Security Provider shall provide full coverage of medical and risk insurance to the security guards to be deployed to the ISAT University Miagao Campus, at its own expense.
- h. The Security Provider shall provide the following minimum equipment to the Security Guards, supported with photocopies of valid licenses, if applicable and a Certification from the Security Agency that these equipment are existing and that they pledge provide the equipment upon deployment:
 - a. Firearms with updated licenses' by the PNP Firearms and Explosive Division:
 - i. Hand gun with corresponding rounds of ammunition.
 1. Revolver 38 caliber, its equivalent or higher caliber 1 pc each guard.
 2. Shotguns, 12 gauge with emergency rounds of ammunition 1pcs.
 - b. Communication Radios with updated license issued by the NTC.
 - c. Other essential security paraphernalia for each deployed security guard:
 - i. Night sticks for each security guard on duty.
 - ii. Handcuffs
 - iii. Whistle
 - iv. Flashlight with batteries
 - v. Raincoat and rubber boots
 - vi. Traffic vests
 - vii. Side Bag with First Aid Kits
 - viii. Metal Detector
 - ix. Under chassis mirror
- i. All bid prices for the twelve (12) months duration shall be fixed and shall not be adjusted during the contract implementation, except in the following instances:
 - a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding.
 - b. Increase of taxes.

- c. Increase in monthly contributions such as Philippine Health Insurance (Philhealth), Home Development Mutual Fund (PagIBIG), Social Security Services (SSS) and other authorized by the Philippine Government.
- d. If during the term of the contract the ISAT University sees the need to add or reduce the number of security guards, the resulting cost of the said addition or reduction, shall in no case exceed the ABC for the relevant year.
- j. The Service Provider shall be responsible and liable for the cost of any loss, damage, or injury that may suffered by the ISAT University Miagao Campus, its officers or employees when such loss, damage or injury is due to the fault or negligence of the Security Agency or its security guards, provided that such loss, damage, or injury is made known to the Security Agency within twenty-four (24) hours of its occurrence or discovery. This provision shall be includes any loss, damage or injury to property belonging to ISAT University Miagao Campus or any of its officers or employees.
- k. The Service Provider shall be issuing a Duty Detail Order for security guards to be assigned to the ISAT University Miagao Campus, including relievers and replacements. The Duty Detail Order shall be presented by the security guard to the duly authorized representative of the ISAT University Miagao Campus upon assumption of duty.
- l. The security guards to be dispatched shall be subjected to the screening, evaluation, and approval of ISAT University Miagao Campus.
- m. The Service Provider shall ensure that the security guards to be dispatched shall have proper and complete training on emergency response procedure.
- n. The Security Agency shall be responsible in coordinating with the Chief Security Officer and the Safety, Security, Environment and Disaster Mitigation Management Office for security concerns.

III. SCOPE OF SERVICES

- Enforce rules, regulation, and policies of the ISAT University Miagao Campus.
- Maintain peace and order in the ISAT University Miagao Campus.
- Respond to any emergencies within the ISAT University Miagao Campus premises.
- Safety and security of personnel, student, and properties of the ISAT University Miagao Campus.
- Monitor/log equipment and materials which are brought in and out of the ISAT University Miagao Campus.
- Open and close the University gates.
- Check I.D.s of students, faculty, and staff within the ISAT University Miagao Campus premises.
- Control traffic and assign parking space of vehicles inside the ISAT University Miagao Campus.
- Monitor/report suspicious activities and personalities inside the ISAT University Miagao Campus.
- Check visitors and issue Visitor's I.D. upon entering ISAT University Miagao Campus.
- Check vehicles pass of vehicle upon entering ISAT University Miagao Campus.
- Check /log in and out of University vehicles.
- Put off/switch on of security and perimeter lights within the ISAT University Check visitors and issue Visitor's I.D. upon entering ISAT University Miagao Campus premises.
- Conduct security check on doors, windows, offices, comfort rooms, classrooms, laboratories and padlocks within ISAT University Check visitors and issue Visitor's I.D. upon entering ISAT University Miagao Campus premises after office hours.
- Report unsafe areas in the University premises to the Chief Security Officer for administrative action.
- Crowd control during special functions, activities, and emergency situations.
- Prepare and submit daily Activity and Situation Report to cover all activities and incidents related to the implementation of security operations for the areas of responsibility as well as any untoward incidents that transpired during the day.
- Respond to all alarms and act appropriately / accordingly.
- Strictly abide and implement all policies of the ISAT University Miagao Campus.
- Perform other duties that may be assigned from time to time.

IV. QUALIFICATIONS OF SECURITY GUARDS AND SECURITY AGENCY

The following are the qualification of the Security Guards and Security Agency:

A. Qualifications of Security Guards

The bidder shall warrant that every security guard assigned to the ISAT University Miagao Campus possesses the following qualifications:

1. Must be a Filipino Citizen.
2. At least 2nd year college or should have earned at least 72 units in college and/or high school graduate with adequate knowledge in communicating skills.
3. Should have at least one (1) year of relevant experience as a security guard or its equivalent.
4. Must be physically and mentally fit, at least 5'0" tall and be at least 21 years old and not more than 50 years old.
5. Must have passed and undergone regular security service training, psychological evaluation test, neuro – psychiatric examination and drug test. The security guard must submit results taken within the last six (6) months.
6. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts.
7. Must be duly licensed and properly screened and cleared by PNP, NBI and other government offices issuing clearances for employment (*submit certificate / clearance shall be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation*).
8. Must have relevant training on emergency response (*submit a certificate of attendance / participation*).
9. Capable of assimilating written and / or oral instructions in Hiligaynon, Filipino and English and can render intelligible person.
10. Must be in proper uniform and maintain good grooming (*preferably military haircut in male*).

B. Qualifications of Security Agency

The bidder must be:

1. Be a member of PADPAO or any other association duly recognized by the PNP-CSG-SOSIA and licensed to operate by the latter.
2. Have been engaged in the business for at least five (5) years.
3. Have at least one (1) completed similar contract with a government agency within three (3) years prior to the deadline of submission and opening of bids. Have at least fifty (50) security guards deployed per year from 2019 to 2023.
4. Have a good reputation as attested by previous / current clients.

V. CONCEPT OF IMPLEMENTATION

A. PRE – DEPLOYMENT PHASE

In coordination with ISAT University and the outgoing security provider, the incoming security provider shall organize an advance team who will conduct a pre – deployment orientation onsite. At the expense of the winning bidder, the said advance team shall render duties side by side with the personnel of the outgoing security provider two (2) days before the formal assumption.

B. SERVICE TAKE OVER / DEPLOYMENT PHASE

1. A minimum of eight (8) hours before expiration of the security contract of the outgoing security contractor, the incoming security force listed in the manning detail order must attend a briefing to be conducted by the Security Supervisor. Thereafter, they shall be posted alongside with the outgoing security guards to get acquainted with their new assignments.

2. With the consent of the officers of both parties, staff of the outgoing security provider shall pass through the security searching and frisking procedures upon their departure from the premises of ISAT University Miagao Campus. All office equipment, furniture, paintings, vehicles, and other items with significant value that is to be brought outside the ISAT University Miagao Campus compound shall accompanied by GATE Pass issued by the Administrative Officer.
3. Authorized representative of the outgoing security contractor shall be required to make proper endorsement of accountability to the authorized representative of the incoming security contractor in the presence of the Security Coordinator prior to their departure.
4. A list of incoming security personnel who will take over duties at the ISAT University Miagao Campus together with their individual bio – data and licenses and mandatory clearances (as stipulated in the Bid Documents) shall be submitted three (3) days in advance to the SSEDMMO Office for his scrutiny and approval.
5. During the actual takeover of duties at the ISAT University Miagao Campus, the security guards shall be accompanied and closely supervised by a Senior Official of the incoming security contractor (agency).
6. All incoming security personnel who will assume to take over duties shall report in proper uniform with head gears and paraphernalia, prescribed equipment (as prescribed in the submitted Technical Specification) and all necessary documents such as duty detail order, guards license, copy of firearms license, and individual company ID.
7. The Security Agency shall ensure that security personnel assigned to any specific post or location under this contract are rotated and replaced with different personnel every six (6) months. This rotation aims to maintain vigilance, prevent familiarity-related security risks, and promote operational efficiency.
8. The Security Agency shall provide a transition plan to ensure continuity of security services during the rotation process.

C. LOGISTICS

1. Security Contractor shall provide the security force with the minimum equipment required under the bidding rules such as firearms, VHF radios and other equipment deemed necessary in the effective implementation of security policies, rules and regulations of ISAT University Miagao Campus.
2. The Security Contractor shall also provide the daily time record (DTR), other logistical supplies such as logbooks, uniforms and paraphernalia.

D. ADMINISTRATION

1. Organizational Structure – Annex “A”
2. Shifting Schedule – Annex “B”
3. Regular quarterly meeting with the Client or as necessary
4. Announced and unannounced visit / inspection will be conducted.
5. Client

VI. OTHER REQUIREMENTS

The security agency on its account shall provide additional services to the ISAT University Miagao Campus, free of charge, namely:

1. Nightly inspection of the guards on post by designated agency inspectors.
2. Investigation of reports on security agency personnel irregularities in connection with their service / work, including investigation on reported losses. This task is handled by security agency investigators duly accredited by the PNP-SAGSD (former SOSIA).
3. Conduct of a bi-monthly Troop Inspection and Education (TIE) of the security guards to acquaint them on policies, rules, and regulations of ISAT University Miagao Campus.
4. Provide in-service training program and regular / continues training / seminars of security personnel.
5. Conduct by the security specialist of the security agency of a periodic review on the Security Risk Assessment of the detailed Detachment Commander, to evaluate the existing security

measures and provide recommendations in case there is a need to change the security system.

6. In coordination with the law enforcement agencies, provide a continuous intelligence networking by soliciting / gathering of information from within the areas to detect any criminals operating near the said areas.
7. Proof of paid remittances from PAG-IBIG, SSS and PhilHealth or certifications / clearances for the period of January to June 2025 issued by the said offices.
8. Security Plan for the following (to be submitted by the winning bidder upon acceptance of Notice of Award):
 - a. Detailed measures and innovations to be undertaken to ensure that entry and exits of faculty, non-teaching personnel, students and guests are monitored, loss of equipment and valuables are minimize, and threat to property, faculty, non-teaching personnel, students and guests are secured.
 - b. For bomb threat, fire, robbery, hostage situation and natural calamities.
 - c. VIP Protocol
9. Curriculum Vitae of security guards with the following information:
 - a. Resume / Bio Data with recent Photo (2x2)
 - b. Diploma or school credentials
 - c. Appropriate and relevant security training, licenses and exams
 - d. Previous work experiences
10. Undertaking to pay their security guards and other private security personnel the prescribed benefits pursuant to applicable laws, rules and regulations.

Security Plan shall take effect immediately after a security agency shall have been awarded the contract and the Notice to proceed rendering the security services for the Iloilo Science and Technology University

VII. RESPONSIBILITIES OF ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY

The following shall be the responsibilities of the ISAT University Miagao Campus:

- Shall grant the Security Agency's authorized representative/s limited access to the ISAT University Miagao Campus premises to allow the former to perform its duties and responsibilities; provided, however, that such representative/s is/are accompanied by assigned government guard.
- Shall provide relevant documents needed by the Security Agency.
- Shall pay the winning bidder in accordance with the conditions set forth in Section IX hereof.

VIII. CONFIDENTIALITY CLAUSE

- All information, data and documents concerning the business and affairs of the ISAT University Miagao Campus which are classified as confidential shall be treated with extreme secrecy by the Security Agency, Officers / Guards; and shall not be communicated or disclosed to any person or entity without prior written clearance from the ISAT University Miagao Campus.
- In the event that the Security Agency fails to comply with this Confidentiality Clause the ISAT University Miagao Campus shall have the option to apply pertinent provisions of R.A. 5487 and other applicable charges without prejudice to the filing of criminal charges.
- In the event that the disclosure of confidential information and on documents is made by the Security Agency to any person or entity after the termination of this contract with the ISAT University Miagao Campus, the latter shall have the right to seek redress and compensation through legal proceedings in a court of law.
- The ISAT University Miagao Campus may require the Security Agency or any of its security guards to enter into a Non – disclosure Agreement that shall further specify the confidentiality obligations of the Security Agency or any of its security guards.

IX. PAYMENT SCHEME

The ISAT University Miagao Campus will pay the Security Agency within fifteen (15) calendar days upon receipt of the State of Account or Billing Statement of a given period, proof of remittances, Original Copy of Daily Time Record.

X. LIQUIDATED DAMAGES

- Should there be any dispute related to the contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Iloilo City.
- In case of a court suit, the venue shall be the courts of competent jurisdiction in Iloilo City, to the exclusion of all other courts; and
- Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.


Prepared by:


DYCK ANDRE S. ROBLES
Chief Security Officer

Noted by:


LANCE JAY T. MONTALBAN, DIT
Head, Safety, Security, Environment
and Disaster Mitigation Management Office

Recommending Approval:


MARIA LUISA N. EIMAN
Head, Administrative and Finance Services

Approved by:


RAMON N. EMMANUEL, JR., PhD
Campus Administrator

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENTS ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (o) *[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.
- ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY
Miagao Campus
Maigao, Iloilo

BIDS AND AWARDS COMMITTEE

Statement of all Completed Government & Private Contracts which are similar in nature

Business Name: _____
Business Address: _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount of Award b. Amount of Completion c. Duration	a. Date Awarded: b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government:</u>						
<u>Private:</u>						

Note: this statement shall be supported with:

- 1. Contract
- 2. Certificate of Completion
- 3. Certificate of Acceptance

Submitted by: _____
(Printed Name and signature)
Designation: _____
Date: _____

Maigao, Iloilo

Statement of Bidder's Single Largest Completed Contract (SLCC) which is similar in nature within last last (5) years

Location of the Constrast:

Name of Contract	a. Owner's Name b.Address c.Telephone Nos.	Nature of Work	Contractor's Role		a.Amount of Award b.Amount of Completion c.Duration	a.Date Awarded: b.Contract Effectivity c.Date Completed
			Description	%		
<u>Government:</u>						
<u>Private:</u>						

3. Certificate of Acceptance

Date:

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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]

ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY
Miagao Campus
Miagao, Iloilo

Statement of Availability of Personnel

(Date)

DR. RAMON N. EMMANUEL, JR.

Campus Administrator
Iloilo Science and Technology University - Miagao Campus
Miagao, Iloilo

ATTENTION: **The Chairman**
Bids and Award Committee

Dear Sir:

In compliance with the requirements of the Iloilo Science and Technology University-Miagao Campus, Bids and Awards Committee for the bidding of the _____ we certify that the following are key staff of _____.

Name and Title	Degree	Years with Firm	Age
1			
2			
3			
4			
5			
6			

Very truly yours,

Name of Representative of Bidder

Position

Name of the Bidder

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

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

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

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

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

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee

(BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY

Miagao Campus

Miagao, Iloilo

BIDS AND AWARDS COMMITTEE

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

		Year 200__
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1 - 3)	
6	Net Working Capital (2 - 4)	

- B. The computation of NFCC must be at least equal to the ABC to be bid, calculated as follows:

$$\text{NFCC} = [(\text{Current assets} - \text{current Liabilities}) (K)] \text{ minus value of all outstanding or uncompleted portions of the projects under ongoing contract, including awarded contracts yet to be started coinciding with the contract to be bid.}$$

$$\text{NFCC} = P \underline{\hspace{10em}}$$

Where:

$$K = 15 \text{ for a contract duration of one year or less, } 15 \text{ for more than one year up to two years and } 20 \text{ for more than two years.}$$

- C. The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).
- D. Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR authorized collecting agent for the immediately preceding year and the cash deposit certificate or certificate of commitment from a licensed bank to extend a credit line.

Submitted by:

Name of Supplier/ Distributor / Manufacturer

Signature of Authorized Representative

Date: _____

NOTE:

1. If partnership or joint venture, each Partner or Member of firm of Joint Venture shall submit the above-requirements.

ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY
Miagao Campus
Miagao, Iloilo

BIDS AND AWARDS COMMITTEE

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____ of legal age,
_____, owner/proprietor of _____ and a resident of _____
(Civil Status)
_____.

- and -

_____, of legal age, _____, owner/proprietor of _____
(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 **Iloilo Science and Technology University-Miagao Campus**.

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 Represenatative 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 Projects until terminated by both parties.

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

If the bidder is a joint venture, one of the requirements for Eligibility is the submission of a valid joint venture agreement.

ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY

Miagao Campus

Miagao, Iloilo

BIDS AND AWARDS COMMITTEE

AUTHORITY OF SIGNATORY

SPECIAL POWER OF ATTORNEY

I, _____, President of _____ a
corporation incorporated under the laws of _____ with its registered Office
_____, by virtue of Board Resolution No. _____ dated
_____ has made, constituted and appointed _____ true
and lawful attorney, for its 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 law fully do or cause to be done by virtue hereof.

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

Signed in the Presence of:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) SS.

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

NAME

CTC NO.

ISSUED AT/ON

known to me and know to be the same person who executed the foregoing instrument consisting of _____ ()
pages, including the page whereon the acknowledgements 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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

ILOILO SCIENCE AND TECHNOLOGY UNIVERSITY

Maigao Campus

Maigao, Iloilo

BIDS AND AWARDS COMMITTEE

AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

(For Corporation)

I, _____ a duly elected and qualified Corporate Secretary of _____
(name of representative) (name of the company)

a corporation duly organized and existing under and by virtue of the law of the _____,
DO HEREBY, 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 _____
(Name of the Company)

authorized to participate in the bidding of the project:

by the Iloilo Science and Technology University - Maigao Campus; and that if awarded the Contract shall enter into
a contract with the Iloilo Science and Technology University - Maigao Campus; and in connection therewith hereby
appoints _____ acting as duly authorized and designated representative
(name of the authorized representative)

of _____ are effectively as the _____
(Name of the company) (Name of the company)

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 thereof;

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

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

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
(Name of the Bidder/Company)

seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency
in connection with this Contract to prevent and restrain the bidding procedures related thereto, the negotiating
of and award of a contract to a successful bidder; and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____
_____ this day of _____, 20____.

CORPORATE SECRETARY

ACKNOWLEDGEMENT

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

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

Notary Public:

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

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

If our Bid is accepted, we undertake:

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

