

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Provision of Security Services for the Operation of the University

for

**Caraga State University
Cabadbaran City (CSUCC)
Project Identification Number: 001-2023-10-409**

Approved Budget for the Contract:

One Million Eight Hundred Forty-Seven Thousand Three Hundred
Pesos and Sixteen Centavos Only (Php 1,847,300.16)

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste

management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INVITATION TO BID FOR THE PROVISION OF SECURITY SERVICES FOR THE OPERATION OF THE UNIVERSITY

1. The *Caraga State University Cabadbaran City (CSUCC)* through the *Regular Agency Fund (RAF) 2024* intends to apply the sum of *One Million Eight Hundred Forty Seven Thousand Three Hundred Pesos and Sixteen Centavos Only (Php 1,847,300.16)* being the ABC to payments under the contract for *Provision of Security Services for the Operation of the University/001-2023-10-409*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The *CSUCC* now invites bids for the above Procurement Project. Delivery of the Security Services is required for 12 months. Bidders should have completed, within *the last three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *CSUCC* and inspect the Bidding Documents at the address given below during *Mondays to Fridays 8:00 AM – 5:00PM*.

5. A complete set of Bidding Documents may be acquired by interested Bidders on ***October 12, 2023 – November 6, 2023 before 3:00 PM*** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php 5,000.00.*

The Procuring Entity shall allow the bidder to present its proof of payment for the fees (a) *physically* by showing the ***Original Copy of the Official Receipt***, or (b) *electronically* by sending the scanned copy of the Official Receipt to: [***bac@csucc.edu.ph***](mailto:bac@csucc.edu.ph) together with a scanned copy of the government issued ID of the company’s authorized representative. Both shall be sent from the ***company’s official email address***.

6. *CSUCC* will hold a Pre-Bid Conference¹ on ***October 23, 2023 at 3:00 PM*** through video conferencing or webcasting *via Zoom*. This will be open to all prospective bidders who submitted the filled pre-registration form using this link: [***https://docs.google.com/forms/d/1scWcRclzW7rNQ8phhagoZxkcRM2H7b84r4J7f7k8LE/edit***](https://docs.google.com/forms/d/1scWcRclzW7rNQ8phhagoZxkcRM2H7b84r4J7f7k8LE/edit)

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

prior to the meeting schedule. A link to join the virtual meeting shall follow after the pre-registration is submitted, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, or (ii) online/electronic submission to the email address as indicated below, on or before **November 6, 2023 at 3:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **November 6, 2023 @ 3:00 PM** at the given address below (*CSUCC Audio Visual Room*) and/or via *Zoom* (*link will be provided to those who bought Bid Documents*). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. **A.) For Manual Submission of Bids.** Bids must be received by the BAC Secretariat at the address below upon presentation of the following documents by the bidder or his/her authorized representative:
 - Original Official Receipt (OR) of payment of bidding documents;
 - Company ID or Government-issued ID
 - Special Power of Attorney (SPA) or Authorization Letter for representative

Note: Due to the present pandemic, bidders or their duly authorized representative must strictly comply with the minimum public health standards, for the duration of this public health crisis, such as wearing of face mask and physical distancing.

B.) For Electronic Submission of Bids. Bidders, after payment of applicable fee, must send their bidding documents in **PDF file using the official email address of their company, in archive format compression with Password Protection** to this email address: *bac@csucc.edu.ph*, any time before the specified closing date and time. Bidders shall disclose the password for accessing their respective bid submission only during the actual bid opening. Together with their bid, a clear scanned copy of the following shall also be submitted:

- **Deposit slip** of the payment of Bid Docs (*Note: Official Acceptance of Bid shall follow after Cashier's verification/validation of payment along with the issuance of official receipt*).
- **Duly signed Authorization letter/Special Power of Attorney (SPA)** of the company's duly authorized representative, if any
- **Company ID** of the owner and its designated Representative, if any; and,
- **Government issued ID** of the owner and its designated Representative, if any.

Payments may be deposited to Land Bank bearing the following information

Account name: **CSU Cabadbaran Campus**

Account number: **3152 1015 88**

Purpose: Payment for Bid Docs - **Provision of Security Services for the Operation of the University**

C) This procurement project is undertaken through Early Procurement Activities (EPA).

11. The CSUCC 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:

Wennie C. Angeles
BAC Secretariat
Bidding & Awards Committee Office
Caraga State University Cabadbaran City
T. Curato St., Cabadbaran City
Email: bac@csucc.edu.ph
Telephone/Mobile phone: 085-8186713/09177011590
www.csucc.edu.ph

13. You may visit the following websites:

For downloading of Bidding Documents: www.csucc.edu.ph

For online bid submission: bac@csucc.edu.ph

October 12, 2023

SGD. RAMIL B. ARANTE, Ph.D.
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *CSUCC* wishes to receive Bids for the *Provision of Security Services for the Operation of the University* with identification number *001-2023-10-409*.

The Procurement Project (referred to herein as “Project”) is composed of 1 lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of *One Million Eight Hundred Forty-Seven Thousand Three Hundred Pesos and Sixteen Centavos Only (Php 1,847,300.16)*.

2.2. The source of funding is:

- a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. 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 subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through ZOOM 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 *the last three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, 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:
 - a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *March 4, 2024 or One Hundred Twenty Calendar Days from Bid Opening date (November 6, 2023)*. 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.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Provision of Security Services</i> b. completed within the last three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>
12	The price of the Goods shall be quoted DDP <i>Supply Office, Caraga State University - Cabadbaran City, T. Curato St., Cabadbaran City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php 36,946.003 <i>equivalent to two percent (2%) of Php 1,847,300.16</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Php 92,365.008 <i>equivalent to five percent (5%) of Php 1,847,300.16</i>, if bid security is in Surety Bond.
19.3	<i>8 Security Personnel (2 females and 6 males) ABC: 1,847,300.16</i>
20.2	<p><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i></p> <ul style="list-style-type: none"> a. Valid PNP - SOSIA certified Licensed to Operate b. PADPAO registered with proper operating permits and other statutory requirements c. Updated clearances from SSS, Pag-IBIG and PhilHealth on the remittances and Contribution with PADPAO certification of good standing. d. DOLE clearance issued within the last three (3) months e. Certificate of Site Inspection issued by the CSUCC Director for Admin and Finance Unit. f. Certificate of Satisfactory Performance (previous clients for the last three years) g. List of Licensed Firearms
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

The Bidder must submit the following additional documents prior to the signing of contract, to wit:

- i. Company Profile*
- ii. Organization Set-Up/Structure*
- iii. Security Management Plan*
- iv. Affidavit of Site Inspection*
- v. List of Motor-Powered Vehicle and Security Support Facility/Equipment*
- vi. List of Communications/Surveillance Equipment*
- vii. Other related Technical Bid Forms*
- viii. Additional Set of Parameter for Security Services per GPPB Resolution 024-2007 dated September 28, 2007.*
- ix. In addition to the Financial Bid Form, Bidder must submit the Detailed Computation/Cost Distribution of the Minimum Monthly Contract (Rate per Guard)*
- x. List of Completed Similar project*

Bidders should properly mark, tab, arrange, and with corresponding Table of Contents the documents submitted as indicated in the Checklist of Requirements in the respective folders in order to facilitate the evaluation of documents during the Opening of Bids. The same should be bounded (spiral or paper fastener).

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>For purposes of this Clause the Procuring Entity’s Representatives at the Project Site are Ms. Joselyn Mahumot, Ms. Pamela Noveno and Ms. Nova Estenzo.</p> <p>The delivery of services under the terms applicable to this Contract are to be made at the project site: CARAGA STATE UNIVERSITY CABADBARAN CITY, not to exceed (1) day from the exact time specified in the Notice to Proceed to the winning bidder.</p> <p>Delivery of the security services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.</p>
	<p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p style="padding-left: 40px;">➤ ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT OF SECURITY SERVICES:</p> <ol style="list-style-type: none"> 1. In view of the manpower requirements, the AGENCY shall provide the CSUCC with a copy of the individual personnel profiles of the security guards to be assigned at CSUCC together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the CSUCC before assumption of work by the said security guard. 2. The AGENCY hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day; 3. The AGENCY shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by CSUCC;

4. There shall be no employer-employee relationship between CSUCC and the Security Guards;
5. CSUCC shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the AGENCY including death resulting therefrom;
6. The AGENCY shall be solely liable and answerable for the claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;
7. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the AGENCY;
8. The AGENCY shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;
9. The AGENCY shall protect CSUCC from any liability arising from non-observance of laws, Rules and Regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement for other laws, or as a result of this contract;
10. The AGENCY shall be liable to CSUCC for any loss or damage that may be incurred upon the latter's equipment, buildings and properties within the guarded compound;
11. The liability for any loss or damage stated under paragraph 10 is subject to the following exceptions:
 - a. Where the loss or damage occurs inside a closed office, building or compartment into which the AGENCY or its agents have no access, in which case, the AGENCY is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards;
 - b. For loss of, and/or damage to property delivered, or entrusted by CSUCC to its employees, which equipment or property is outside the administrative control of the AGENCY at the time of said loss or damage, the AGENCY is not liable. In this connection, properties or equipment are considered outside the administrative control of the AGENCY only when the same are brought outside the CSUCC's premises or compound by the authorized employees themselves.

	<p>c. For loss of, and/or damage to property resulting from fortuitous events or force majeure;</p> <p>12. For any loss or damage stated under paragraphs 10 and 11, the AGENCY shall indemnify CSUCC for any loss or damage to the property or properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty. To ensure compliance with this undertaking, the AGENCY shall furnish CSUCC a Performance Security to guarantee the payment of such claim or damages and those claims arising from the operation of the CONTRACT. It is understood, however, that the liability of the AGENCY shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by CSUCC;</p> <p>13. Any unusual occurrence in the premises noted by the guard should be reported immediately to authorized representative of CSUCC and a written report must be submitted within forty-eight (48) hours from its occurrence;</p> <p>14. The loss or damage to property shall be brought to the attention of the AGENCY by CSUCC within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the AGENCY;</p> <p>15. The AGENCY shall provide the security guards assigned to CSUCC, at its own expense, with the necessary serviceable, dependable, firearms and ammunitions, metal detectors, adequate communications equipment. The AGENCY hereby warrants that these are duly licensed and that the guards have the required permits to carry and possess the same. The AGENCY shall also provide CSUCC copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to CSUCC.</p> <p>16. Training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of CSUCC, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of CSUCC, whether he/she is on-duty or off-duty;</p> <p>17. In case of emergency, such as outbreak of fire, occurrence of earthquakes and riots, the AGENCY shall provide CSUCC with a contingent of three (3) or more security guards on reserve duty to augment and reinforce the security force thereat for the protection of the properties and of the latter's officers and personnel against bodily harm during the emergency;</p>
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	<p>18. It shall provide this Office proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the agency's monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment;</p> <p>19. It is agreed that in order to have an assurance that salaries of security guards assigned by the AGENCY were paid on time, CSUCC requires the AGENCY to present a certified photocopy of the signed payroll of the security guards assigned to CSUCC covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions.</p> <p>20. The AGENCY shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with CSUCC subject for evaluation and approval of fund and it shall be understood that CSUCC will not be held liable for unpaid wages if the AGENCY fail to pay the security guards;</p> <p>21. It shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of CSUCC offices which the agency may have acquired by reason of its services.</p>
	<p>Transportation –</p> <p>CSUCC is not responsible for the transportation cost of the security guards assigned.</p>
2.2	The terms of payment shall be on monthly basis.
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivery Date
1	One (1) year supply of the following security services at the CSUCC, rendering twenty four (24) hours duty daily with 8 hours per shifting of guards assigned, including Saturdays, Sundays, and holidays.	8 guards (2 females and 6 males)	Php <i>1,847,300.16</i>	Within seven (7) calendar days from the receipt of Notice to Proceed

A. MINIMUM REQUIREMENTS

➤ General Requirements

- 1) Must be licensed Security Guard
- 2) Physically and mentally fit as certified by public health physician;
- 3) The Security Agency must have at least one (1) key personnel with a title of Certified Security Professional;
- 4) Must submit a Security Survey report of CSUCC compound;
- 5) No double posting of guards. That is, the guards assigned at CSUCC must not be assigned in any other establishment.

➤ Additional Minimum Requirements: Security Equipment

ITEM NAME	DESCRIPTION	QUANTITY
Service Firearms	Valid Licensed Service Firearms for each guard on duty	5 units
Base Radio Transceiver	VHF/UHF base Radio Transceiver w/ aerial antenna, cable & PS (Capable of covering the area of whole CSUCC)	2 sets
Handheld Radio Transceiver	VHF/UHF Handheld Radio Transceiver w/ charger for each guard on duty	4 sets
Metal Detector	Handheld 9V Metal Detector with Vibration Alert for Security Protection and Inspection w/ Battery Handheld Portable Scanner	2 units
Night Sticks	Night sticks for each guard on duty	8 pcs
Service Vehicle	Motor vehicle/bicycle	1 unit
Handcuffs	Handcuffs for each guard on duty	8 pcs
Whistle	Whistle for each guard on duty.	8 pcs
T-Shirt	T-Shirt`	8 pcs
Medical Kit for each guard on duty	Must contain at least: 1. 4pcs. Plaster strips (wash proof); 2. 1 pc Elastic Bandage;	8 sets

	3. 1pc Providine Iodine; 4. 4pcs. Alcohol Pad; 5. 1 pack Cotton Buds; 6. 1 pc. Antiseptic Cleansing Wipes; 7. 1 pc. Ammonia, 15 ml.	
Rescue Equipment	Spine Board, Tourniquet First Aid Kit, etc.	1 set
Flashlight	Flashlights with batteries for each guard on duty	4 units
Under Vehicle Search Mirror	Under Vehicle Search Mirror	2 sets
Rain Gear	Boots, raincoat and umbrellas	8 sets
Megaphone	Battery operated	2 units

A. SCOPE OF WORK

➤ PROVISION OF SECURITY SERVICES FOR ONE (1) YEAR AT THE CSUCC:

1. The AGENCY agrees to provide the security guards for the protection and security of the rights and interest, office buildings, furniture, equipment and other facilities of CSUCC against theft, pilferage, robbery, arson and other unlawful acts that may be committed against the latter. Likewise, the AGENCY agrees to provide security and assistance to the officials and employees of CSUCC while in the discharge of their official duties and responsibilities. The security guards so posted shall maintain duly verified daily time records, which shall support the claim for payment of services rendered.
2. Record all incoming and outgoing official equipment, supplies, materials, and properties, and keep on file copies of duly approved gate passes. A written report shall be submitted to the Chief Administrative Officer within twenty-four (24) hours if any property belonging to CSUCC shall be brought without duly approved gate pass;
3. Security guards shall record all incoming and outgoing vehicles in their logbook;
4. Security guards shall allow visitors in the office premises only upon proper identification and shall require them to properly fill out the visitor's logbook and wear CSUCC's visitor's ID;
5. Security guards shall record all trips of service vehicles and file one copy of each duly approved trip ticket;
6. Security guards shall enforce and obey all orders/instructions/memoranda issued by the Chancellor in behalf of CSUCC, which are relevant to their functions;

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise

expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance																																												
1 Lot	<p>SECURITY SERVICES</p> <ul style="list-style-type: none"> *8 Personnel (2 females and 6 males) *P 19,242.71 x 12 months x 8 Personnel *Amount per Guard * New Daily wage (DW), P350.00 * Ave. Pay/month (DW x no. of days per yr/12) = P11,503.33 * Night Differential Pay (Ave. Pay/mo. X 10% x 1/3)(x1/2) = P383.44 * 13th Month Pay (DW x 365/12/12) = P887.15 * 5 Days Incentive Pay (DW + COLA x 5/12) = P145.83 * Uniform Allowance (R.A 5487) = P100.00 *Amount to Gov't. in Favor of Guard *Retirement Benefit (R.A 7641) (DWx22.5/12) = P656.25 *SSS Premium (Jan. 2023), = P1,150.00 *Philhealth Contribution (Jan. 2022), = P230.07 *State Insurance fund = P10.00 *Pag-Ibig Fund = P100.00 A. TOTAL AMOUNT TO GUARD & GOV'T. = P15,166.07 B. AGENCY FEE ³ <li style="padding-left: 20px;">Administrative Overhead in compliance with the PADPAO Rate (24%) =P3,639.86 *C. Value Added Tax (Agency Fee x 12% VAT-RMC-039-2007), = P436.78 *MINIMUM CONTRACT RATE PER PERSONNEL, = P19,242.71 <p>Additional Requirements:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">ITEM NAME</th> <th style="width: 40%;">DESCRIPTION</th> <th style="width: 15%;">QUANTITY</th> <th style="width: 15%;"></th> </tr> </thead> <tbody> <tr> <td>Service Firearms</td> <td>Valid Licensed Service Firearms for each guard on duty</td> <td style="text-align: center;">5 units</td> <td></td> </tr> <tr> <td>Base Radio Transceiver</td> <td>VHF/UHF base Radio Transceiver w/ aerial antenna, cable & PS (Capable of covering the area of whole CSUCC)</td> <td style="text-align: center;">2 sets</td> <td></td> </tr> <tr> <td>Handheld Radio Transceiver</td> <td>VHF/UHF Handheld Radio Transceiver w/ charger for each guard on duty</td> <td style="text-align: center;">4 sets</td> <td></td> </tr> <tr> <td>Metal Detector</td> <td>Handheld 9V Metal Detector with Vibration Alert for Security Protection and Inspection w/ Battery Handheld Portable Scanner</td> <td style="text-align: center;">2 units</td> <td></td> </tr> <tr> <td>Night Sticks</td> <td>Night sticks for each guard on duty</td> <td style="text-align: center;">8 pcs</td> <td></td> </tr> <tr> <td>Service Vehicle</td> <td>Motor vehicle/bicycle</td> <td style="text-align: center;">1 unit</td> <td></td> </tr> <tr> <td>Handcuffs</td> <td>Handcuffs for each guard on duty</td> <td style="text-align: center;">8 pcs</td> <td></td> </tr> <tr> <td>Whistle</td> <td>Whistle for each guard on duty.</td> <td style="text-align: center;">8 pcs</td> <td></td> </tr> <tr> <td>T-Shirt</td> <td>T-Shirt`</td> <td style="text-align: center;">8 pcs</td> <td></td> </tr> <tr> <td>Medical Kit for each guard on duty</td> <td>Must contain at least: 1. 4pcs. Plaster strips (wash proof):</td> <td style="text-align: center;">8 sets</td> <td></td> </tr> </tbody> </table>	ITEM NAME	DESCRIPTION	QUANTITY		Service Firearms	Valid Licensed Service Firearms for each guard on duty	5 units		Base Radio Transceiver	VHF/UHF base Radio Transceiver w/ aerial antenna, cable & PS (Capable of covering the area of whole CSUCC)	2 sets		Handheld Radio Transceiver	VHF/UHF Handheld Radio Transceiver w/ charger for each guard on duty	4 sets		Metal Detector	Handheld 9V Metal Detector with Vibration Alert for Security Protection and Inspection w/ Battery Handheld Portable Scanner	2 units		Night Sticks	Night sticks for each guard on duty	8 pcs		Service Vehicle	Motor vehicle/bicycle	1 unit		Handcuffs	Handcuffs for each guard on duty	8 pcs		Whistle	Whistle for each guard on duty.	8 pcs		T-Shirt	T-Shirt`	8 pcs		Medical Kit for each guard on duty	Must contain at least: 1. 4pcs. Plaster strips (wash proof):	8 sets		
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	Flashlight	Flashlights with batteries for each guard on duty	4 units	
	Under Vehicle Search Mirror	Under Vehicle Search Mirror	2 sets	
	Rain Gear	Boots, raincoat and umbrellas	8 sets	
	Megaphone	Battery operated	2 units	
TECHNICAL EVALUATION PARAMETER				
1. Stability				
(a) Years of Experience: at least five (5) years' experience in providing security services;				
(b) Liquidity of the Contractor: At least Php 200,000.00 (Current Assets minus current liabilities based on latest Balance Sheet as of December 31,2022);				
(c) Organizational set up. Organizational chart with specific name of key personnel, their respective functions and qualifications.				
2. Resources				
(a) Number of Valid Licensed Serviceable Firearms;				
(b) Number and kind of Communication devices. These include but not limited to VHF Portable Radio with extra battery pack and battery charger, Whistle, flashlight, etc.				
(c) Number and Kind motor powered vehicles and/or other robing equipment;				
(d) Number of Licensed Guard: At least 10 security guards-qualified, licensed, bonded, uniformed, highly trained and armed security guards;				
3. Security Plan				
(a) Submit a security plan tailored fit for CSUCC especially on areas with frontline services in accordance with the minimum requirements below. State/enumerate the specific methodology to execute the Plan for -				
<ul style="list-style-type: none"> • Officials & Employees, Clients and Visitors safety • Physical Resources (Equipment and Building) 				

	• Contingency Plan for Various Risks	
	<p>4. Other Factors</p> <p>(a) Recruitment and Selection Criteria: training conducted for the Security Guards <u>before employment</u>, education and age requirements, such as:</p> <ul style="list-style-type: none"> i. Not less than 25 but not more than 55 years of age ii. With at least two years (2) trainings relative to frontline services iii. Physically and mentally fit iv. With clearance from NBI, PNP, PDEA, psychiatry test v. With clearance on Pendency / Non- Pendency of administrative case or unsatisfactory performance from previous work vi. Security guard profile should be made available during the post qualification for evaluation and review of the Technical Working Group. <p>(b) Completeness of Uniform and other paraphernalia as prescribed under RA No. 5487 and its IRR</p>	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT 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 document,
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

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) The Supplier’s audited financial statements, 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**
- (l) 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

- (m) 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.

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

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

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form;

Note:

- CSUCC requests three (3) sets of additional hard copies of bidding documents for COA and Finance Committee submission for those who will submit manually.
- All photocopied/ not original documents should be stamped with Certified True Copy (CTC).

Section IX. Bidding Forms

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]

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]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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 Rule]

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: _____

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

