

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Security Services

ABC = Pesos (Php 8,362,593.36)

Government of the Republic of the Philippines
UNIVERSITY OF THE PHILIPPINES CEBU



Sixth Edition
July 2020

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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

**Republic of the Philippines
University of the Philippines Cebu
Lahug, Cebu City
BIDS AND AWARDS COMMITTEE**

INVITATION TO BID for the Procurement of Security Services

1. The *University of the Philippines Cebu*, through the *GAA 2022* intends to apply the sum of *Million Hundred Thousand Pesos (Php 8,362,593.36)* being the ABC to payments under the contract for *Procurement of Security Services*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *University of the Philippines Cebu* now invites bids for the above Procurement Project. Delivery of the Goods is required by *March 1, 2022*. Bidders should have completed, within *the last year* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *University of the Philippines Cebu BAC Office* and inspect the Bidding Documents at the address given below from *8:00AM - 3:00PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *January 13, 2022* 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 *Ten Thousand Pesos Only (Php 10,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the *fees in person or through email*.
6. The *University of the Philippines Cebu* will hold a Pre-Bid Conference on *January 20, 2022 10:00AM* at the *BAC Office Room 207 Admin Building, University of the Philippines Cebu Gorordo Avenue, Lahug Cebu City* and through video

conferencing or webcasting *via zoom as follows:*

Join Zoom Meeting <https://up-edu.zoom.us/j/82401578626>

Meeting ID: 824 0157 8626 Passcode: 54186987

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before ***February 2, 2022 10:00AM***. 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 ***February 2, 2022 10:00AM*** at the given address below ***BAC Office Room 207 Admin Building, University of the Philippines Cebu Gorordo Avenue, Lahug Cebu City through video conferencing or zoom as follows:***

Join Zoom Meeting <https://up-edu.zoom.us/j/87057221615> Meeting ID: 870 5722 1615 Passcode: 28248861

and will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The ***University of the Philippines Cebu*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**Bids and Awards Committee through
Marlon Ubaldo/ BAC Secretariat Chair**
UP Cebu, Lahug, Cebu City
Tele/Fax No. 032-233-3497
Contact's email add: bac_sec.upcebu@up.edu.ph

12. You may visit the following websites:

<https://www.upcebu.edu.ph/procurement-of-security-services-2>

For downloading of Bidding Documents:

Lorel S. Dee, M.D.
BAC Chair

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *University of the Philippines Cebu* invites Bids for the *Procurement of Security Services*, with Project Identification Number *G-2022-001*.

The Procurement Project (referred to herein as “Project”) is composed of *two lots* 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 *GAA 2022* in the amount of *Eight Million Three Hundred Sixty Two Thousand Five Hundred Ninety Three Pesos and Thirty Six Centavos (Php 8,362,593.36)*.

2.1. The source of funding is:
NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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

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

6. Origin of Goods

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

7. Subcontracts

- 7.1 The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.
The procuring Entity has prescribed that:
Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address **University of the Philippines BAC Office Rm 207 Administration Bldg.** and through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the last year* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 **June 2, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.
The Procuring Entity may request additional hard copies and/or electronic copies of the

Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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

of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. Supply of security services b. completed within <i>the last year</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>University of the Philippines Cebu ,Lahug Cebu City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> a. The amount of not less than <i>One Hundred Sixty Seven Thousand Two Hundred Fifty One Pesos and Eighty Seven Centavos (Php 167,251.87)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than <i>Four Hundred Eighteen Thousand One Hundred Twenty Nine Pesos and Sixty Seven Centavos only (Php 418,129.67)</i> if bid security is in Surety Bond.
19.3	<i>The project will be awarded as one lot.</i>
20.2	<ul style="list-style-type: none"> - <i>Company License to Operate</i> - <i>Security Guard licenses of guards to be deployed</i> - <i>Fire arms licenses and Gun Proficiency and safety certificates</i> - <i>PhilHealth, SSS, PAG IBIG Certification of contribution/ clearance</i> - <i>DOLE certification of labor laws compliance to include certification that agency has Covid 19 contingency</i>
21.2	<i>Covid 19 vaccination cards of guards to be deployed. (as required by Cebu City EO)</i>

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p><i>The supplier shall notify UP Cebu and provide a reliever of equal qualification in case a security guard becomes absent.</i></p> <p>For purposes of this Clause the Procuring Entity’s Representative at the ProjectSite are:</p> <p style="padding-left: 40px;"><i>UPC Vice Chancellor for Administration</i></p> <p style="padding-left: 40px;"><i>UPC Head of Security Services Unit</i></p>
2.2	<p>The terms of payment shall be as follows:</p> <p><i>Payment shall be on a monthly basis after submission of billing wherein daily time records of all guards and confirmation of the SSU of service rendered for the month are attached.</i></p> <p><i>Agency is also required to attach cert of contribution for PHIC, SSS in every billing.</i></p>
4	<p>The inspections and tests that will be conducted are:</p> <p><i>For post qua, the evaluation of the bidders bid will include inspection of actual firearms licenses of the guards, and other equipment stipulated in the scope of services indicated as to be supplied by the agency.</i></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	Delivered, Weeks/Months
1	SECURITY SERVICES Twenty-Seven (27) Security Guards for UP Cebu Lahug and SRP Campuses beginning March 1, 2022- February 28, 2023	12 months
2	SECURITY SERVICES Six (6) Security Guards for Sitio Avocado New UP High School building Site beginning March 1, 2022- February 28, 2023	12 months
	Complete requirements are itemized in the scope of services in Section VII.	

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
1	Please refer to attached scope of services required by the Security Committee of UP Cebu and approved by the Chancellor for lot 1 and lot 2	

**Lot 1 SCOPE OF SERVICES
FOR THE SUPPLY AND DELIVERY OF SECURITY SERVICES
Twenty-Seven (27) Security Guards for UP Cebu Lahug and SRP Campuses
March 1, 2022- February 28, 2023**

I. OBJECTIVES

The University desires to provide 24-hour security protection to its constituents, guests, visitors, physical assets, properties, facilities, and immediate premises situated in the following areas:

1. UP Cebu Main Campus (i.e., buildings, facilities, and open areas/fields)
 - Administration Building
 - Undergraduate Building
 - School of Management Buildings
 - Library Building
 - Guesthouse
 - TIC Building
 - Dormitories
 - CCAD Workshop Buildings
 - Arts & Sciences Building
 - High School Campus
 - AS Extension Building
2. UP Cebu-SRP Professional Schools

II. DEFINITION OF TERMS

University - refers to the University of the Philippines Cebu (UP Cebu)

Agency - refers to Security Services provider

III. SECURITY PLAN

A. Duties and Responsibilities of the Security Service Provider

The general duties and responsibilities of the Agency are as follows:

1. Comply with the provisions of RA 5487 (The Private Security Agency Law) and its Implementing Rules and Regulations - Eleven (11) General Orders, Code of Ethics and Code of Conduct.

2. Maintain the following logbooks in each guard post.
 - a. Incident Logbook - To record all daily activities that transpired during the tour of duty
 - b. Visitors' Logbook - To record the names of visitors, address, the purpose of the visit, date and time of entry and exit. Visitors shall be requested to affix their signatures. In cases when visitors enter the campus in a vehicle, (public utility), the guard shall record the plate numbers of the vehicles/taxis that were used.
 - c. Property Logbook - To record the date and time of the ingress and egress of inventory and physical properties within the University premises
 - d. Other Monitoring Logbook - To record the date, time and other particulars of a specific or specialized task as directed by the Campus Safety and Security Officers/ Vice Chancellor for Administration/ Chancellor.
3. Provide an adequate number of guards when there are incidents or events (e.g., dealing with informal settlers) that require additional security support for UP Cebu Officials. During emergencies, the request can be made verbally by the Chancellor and/or the Campus Safety and Security Officers. Otherwise, a formal request for additional security support will be necessary. Security personnel shall always be ready to engage or disable persons in the act of inflicting harm to life or limb of UP constituents.
4. Conduct preventive patrols against informal settlers, illegal occupants, criminal elements and provocateurs and arrest offenders, if warranted. The Agency shall also assist Safety and Security Unit (SSU) and Legal Office in the filing of appropriate charges with the proper authorities by identifying the names of such offenders/squatters and serving demand letters/summons to them from the Anti-Squatting Committee. Failure to act (i.e., verify, document, and identify the owners) on any report regarding construction of new structures or displays inside UP Cebu properties which are unauthorized by UP Cebu's administration shall result in a recommendation to the Agency to impose the appropriate disciplinary action against the erring security personnel
5. Monitor and manage stray animals (e.g., dogs, cats) from entering and scavenge or graze inside the campus in accordance with the Animal Welfare Act and report to the Health, Sanitation and Environmental Committee Chair through the Safety and Security Unit.
6. Assist the University in Emergency Situation (e.g., fire, earthquakes). The Agency's guards should be trained, familiar and informed on the location of all fire exits and fire extinguishers in the buildings as well as the location of fire hydrants in the campus to facilitate response.
7. Implement Safety and Health Protocols of the University in addressing the Covid19 Pandemic and other Health Related Issues.
8. Implement new Safety and Security Protocols and mechanism in the New Normal.
9. Turn off the appropriate electrical power/main switches in the event of power outages/failures (brown outs) and other emergency situations.
10. Report immediately and file an incident report on any illegal connections/leaking water pipes or illegal tapping of electricity inside the University premises. And report directly to CMO for immediate action. And submit report to SSU for documentation and further investigation if needed.
11. Train security personnel about traffic rules and regulations and designate them as traffic enforcers when necessary.
12. Knowledgeable about the coding system of priority for UP Cebu properties so that agency guards know what to prioritize in the event of evacuation during emergency situations. Also, assist the University in the checking and monitoring of these properties to ensure that this property is properly log.
13. File Incident Reports within 24 hours on any violation of laws and local ordinances, University Policies and Orders within UP Cebu's campuses,

14. Assist the University in court cases by serving as witness, when deemed proper and necessary
15. Ensure that their guards should always be firm but courteous and tactful when dealing with official guests, faculty, students, employees, and other visitors of the University.
16. Ensure that their guards who are on duty are in proper uniform and that guards always maintain a composure that commands respect.
17. Provide an atmosphere of a safe/secure environment.
18. Require contractors, suppliers to present University clearance or permits from the Campus Maintenance Office before commencement of any project. Other than authorizes contractors and suppliers no person shall be allowed to bring inside UP Cebu compound/properties any construction materials and supplies. Moreover, outsiders must not be allowed to pass through UP Cebu's campuses to bring construction materials and supplies for any purpose without appropriate authorization from UP Cebu Administration.
19. Prohibit non-UP Cebu individuals or entities from parking their vehicles inside the campus if they do not have any official business transaction with the University.
20. The Agency should ensure that their Guards strictly enforce the UP-Guiding Policies in Dealing with Informal Settlers and Illegal Occupants and the UP Cebu Security Manual. In addition. the Agency should strictly implement all University rules and policies and Memorandums.
21. Perform other duties as directed from time to time by superior officers and the Campus Safety and Security Officers /VCA/Chancellor.

B. Specific Duties of Fixed Post Guards:

1. Monitor and control the ingress and egress of persons/persons driving vehicles in the University s campuses and buildings, premises, and other installations. Monitor the movement of any sighted known snatchers, robbers, thieves, hustlers, and suspicious-looking persons by informing and instructing the roving guard.
2. Conduct routine body search and inspection of bags of all workers who are on Job Order status upon ingress and egress:
3. Screen and require visitors to register in the Visitors Logbook (e.g., name, address, purpose, date, time and signature, vehicle's plate number) especially those who will be checking in the Guest House.
4. Conduct random inspection of bags and all personal belongings of UP Cebu constituents and guests.
5. Ban the entry of persons who possess unauthorized deadly weapons, explosives, prohibited drugs, and other illegal materials and supplies. Also, disallow the entry of beggars, ambulant vendors as well as persons who appear to be under the influence of drugs or liquor.
6. Require Property Gate Pass for all UP Cebu assets and equipment when taken outside by authorized personnel.
7. Maintain the smooth flow of traffic inside the campus by enforcing traffic rules. Record ingress and egress of UP Cebu vehicles and implement the procedure covering vehicles that do not have the appropriate UP Cebu sticker attached to the vehicle. Promptly submit Incident Report(s) (within 24 hours) on any busted lights, water pipe leaks, defective faucets, gas pipe leaks, damage on properties, construction of illegal structures, and other campus maintenance concerns within their area of assignment. Guards should put off lights and shut faucets that have been left open and secure rooms that have been left unlocked by the end-user after checking properly that there no occupants in the room or in the building. If necessary, they should contact the authorities/ administration if assistance is needed.
8. Conduct random roving inspection within their area of assignment when there are no roving guards assigned in the station.

9. Maintain the cleanliness and upkeep of their area of assignment within a 5-meter radius.

C. Specific Duties of Roving Guard:

1. Check and inspect perimeter fences and boundary markers and file an Incident Report(s) (within 24 hours) on damaged fences or dislocated/displaced markers, illegal construction/diggings/ throwing of wastes and trespassing by persons. And report to Campus Maintenance Office any broken fences or marker for immediate repair.
2. Check and ensure that roads inside the campus are free from any obstruction that may impede traffic flow. The Guards should immediately report the presence of any open manholes, fallen debris and other similar objects that may pose danger to life and limb ~~that~~ may cause damage to properties or endanger the lives of UP Cebu's constituents.
3. Immediately file a report (within 24 hours) on any incident within his/her area of jurisdiction (i.e., unlawful acts which result in injuries, destruction, damages, leaking water, busted lightings, losses, disruption in university operations, illegal construction, door lock damages, opened doors of usually closed rooms are suspect or forced room intrusion at any of the buildings)

D. Specific Building Area Post:

1. Administration Building

- a) Perform duties and responsibilities enumerated in III-A
- b) Monitor and secure Cash Office for entry of any unauthorized person.
- c) Monitor and secure the Office of the Chancellor, VCA, VCAA.
- d) Monitor and secure other office in the Administration Building.

2. Arts and Sciences Building

- a) Perform duties and responsibilities enumerated in III-A
- b) Monitor and secure all Offices occupying Arts and Science Building
- c) Conduct Roving along perimeter walls and corridors of the Arts and Science Building.
- d) Log all visitors from the time of Entry and Exit from area of responsibility.

3. High School Building

- a) Perform duties and responsibilities enumerated in III-A
- b) Enforce Policy in prohibiting High School students from going outside the University premises during class hours without approved permit from the principal or class advisers. Secure the HS gate and prohibit outsiders from using the gate leading to the Arts and Sciences Building as passage. Also, man the opening and closing of the gates as scheduled:

Opening Schedule	Closing Schedule
06.30 A.M.	8:30 A.M.
11:00 A.M.	1:30 P.M.
05:00 P M	7:15 P.M.

- c) Monitor and Secure all Offices occupying High School Building
- d) Conduct Roving along perimeter walls and corridors of the High School Building.
- e) Log all visitors from time of Entry and Exit from area of responsibility.
- f) Monitor and Secure all Offices occupying High School Building.
- g) Conduct Roving along perimeter walls and corridors of the High School Building.
- h) Log all visitors from time of Entry and Exit from area of responsibility.

4. Undergraduate Building

- a) Perform duties and responsibilities enumerated in III-A
- b) Monitor and Secure all Offices, Laboratories, Workshop, Art Gallery and Fabrication Lab.
- c) Conduct Roving along perimeter walls and corridors of Undergrad Building.

5. Library

- a) Perform duties and responsibilities enumerated in III-A
- b) Monitor and secure Library Premises, Offices, Study Areas, Performing Arts Hall, Electrical Room.
- c) Conduct Roving along perimeter walls and corridors including Guest House and Dormitory.

6. UP Professional School

- a) Perform duties and responsibilities enumerated in III-A
- b) Monitor and secure area for possible theft and other criminalities.
- c) Undertake regular visual check-up on all Fire Fighting Equipment.
- d) Prohibit private individuals and non-UP Cebu constituents from parking their vehicles inside the campus when they do not have any business or transaction with the University and if they do not have official UP Cebu car stickers.
- e) Require users (UP Cebu constituents and outsiders) to present permits issued by authorized officer for use of facilities.
- f) Submit within 24 hours any incident report to Safety and Security Unit.

IV. MANAGEMENT AND OPERATIONAL POLICIES AND PROCEDURES

A. *Operational Policies*

1. The Agency's security guards and personnel shall be under the direct supervision and control of the Agency. However, the University's, through its Campus Safety and Security Officers/VCA/Chancellor, shall be consulted from time to time on all security matters requiring the attention of the University. Furthermore, the University can suggest measures for implementation by the Agency to carry out the basic purposes for which the Agency was engaged.
2. The Agency should first coordinate with and inform the Campus Safety and Security Officers /VCA/Chancellor one week before any change in the posting of guards. The Agency should take into consideration the recommendations of the University's authorized representatives with regards to any changes in the posting of guard.
3. The Agency is primarily responsible for the discipline, performance, and breach of norms of conduct by the security guards. However, the University, through its Safety and Security Unit/VCA with the approval of the Chancellor has the right at any time to require the Agency to replace any security guard or personnel. Agency shall so comply within 24 hours after receiving the notice in writing.
4. The Agency must implement appropriate disciplinary action on its personnel for incidents resulting in damage to the University as a result of gross negligence, dereliction of duty, blatant disrespect to persons of authority, unprofessional behavior and or any conduct deemed unacceptable by the university or personnel representing it. Lack of action from the security agency thereof shall warrant the right to pre-terminate the contract. This course of action would be based on the review and subsequently the recommendation of the Security Committee to the Office of the Chancellor.
5. A Security Guard of the Agency who is relieved or replaced by reason of lack of discipline, poor performance, failure to execute provisions of this Contract or breach of contract shall no longer be qualified for assignment in the University.
6. To prevent the likelihood of guards sleeping or dozing off during their tour of duty, the Agency should avoid assigning a security guard a consecutive shift. except for an un-anticipated or emergency absence of a relieving security guard Any incident involving a guard identified as sleeping or dozing off during his/her tour of duty will result in the following schedule of penalties to the Agency:

First Incident as validated by UPC Safety and Security Officer	Penalty of PhP 10,000
Second Incident as validated by UPC's Safety and Security Officer	Penalty of PhP 20,000
Third Incident as validated by UPC's Safety and Security Officer	Disqualified from future bidding

7. The security guards assigned in the University shall conduct guard-mounting, prior to every change of shift, to ensure proper continuity and coordination with each other.
8. The University through its Campus Safety and Security Officers /VCA/Chancellor has the authority to conduct spot inspections to ensure that the Agency faithfully complies with the provisions of the contract.
9. The University through its Safety and Security Unit, will create a Frontliner Team among the Security Guards on duty per shift to facilitate in the implementation of Safety and Health Protocols of the University (checking for temperature, sanitizing vehicle entering the campus, monitoring of Covid Check Clearance and Health Declaration, etc.) in response to the Covid19 Pandemic and other Health Related Emergencies.
10. The Agency with its security guards, shall jointly and severally be liable for any injury, damage to and/or loss of property during the time of security coverage of the buildings, facilities, installations or other structures and their immediate premises due to assault, arson, theft, robbery, mischief or any unlawful act of negligence; further the Agency and its security guards shall likewise be liable to replace/repair any lost, damaged or stolen items facilities and property of the University.
11. The Agency is responsible for informing and making its security guards aware of the Agency's administrative policies, procedures, rules, and regulations.
12. Break time for short meals and other purposes should not exceed 15 minutes. If the guards need to leave their post to buy or procure meals or attend to personal comfort needs, the post should not be left un-attended at any time. Furthermore, guards on duty should schedule their meal breaks so that they do not take their meal breaks at the same time.

B. Administrative Requirements

1. The Agency shall assume full and exclusive obligation to pay the wages of the security guards assigned to the University including claims and other compensation as may be legally due them. It is understood that the security guards are not employees of the University.
2. The Agency acknowledges and warrants that its security personnel shall be compensated (*i.e.*, payment of wages, bonuses and benefits) promptly in accordance with existing labor laws and related wage orders. To ascertain their attendance, each guard on duty shall be enrolled in UP Cebu's electronic biometrics-based timekeeping system. Guards shall follow the timekeeping procedure that govern UP Cebu employees.
3. As a pre-condition to any payment by the University of the Agency's monthly billing, the Agency shall submit an official certification under oath that the Agency has paid/remitted to the appropriate government agencies the SSS, Medicare/insurance contributions and other benefits of their guards during the contract period. Also, it will submit a certification under oath that each guard assigned to the University has duly received from the Agency the corresponding compensation (*i.e.* wages, bonuses, benefits) due them.
4. The Agency's billings covering the first six (6) months shall be subject to a three percent (3%) retention fee by the University during the effectivity of the contract to answer for any loss, damage or money claim by the University against the Agency:
5. Upon execution of the contract, the Agency shall post a Performance Bond in any of the forms as provided for in Section 39 of RA 9184 (Government Procurement Reform Act) for the faithful performance of its obligations to the University under the contract.

6. Within one (1) month before the termination of the contract, the Agency shall post a Guaranty Bond in favor of the University in an amount equivalent to fifteen percent (15%) of the monthly gross pay of all the guards actually deployed to the University to answer for whatever claim that may arise by reason of the Agency's failure or refusal to pay the unpaid wages and benefits due the guards under existing labor laws and related social legislation.

C. *Staff Development and Skills Upgrading*

1. The Agency shall provide the appropriate training, seminars or workshops on skills upgrading, proper conduct and decorum, as well as Gender Sensitivity of its security guards.
2. The Agency shall provide a continuing feedback system on the performance of the guards. The Campus Security Officer will meet with the supervisor of the Agency and the Shift In-Charge assigned to the campus at least once a week so that corrective measures to observed failures can be corrected. When necessary, the frequency of meetings may be increased.

V. LOGISTICS

A. Command Post Set-up inside the UP Cebu Campus

1. The Agency shall appoint three (3) guards who shall act as Shift In-Charge. The Shift In-Charge shall be based in the College Campus to maintain a physical presence in the campus. The Shift In-Charge must be given the appropriate authority to act on behalf of the Agency so that he/she can determine and coordinate immediately the appropriate response to any emergency. To ensure proper performance, the Agency must compensate properly the Shift In-Charge considering that the Shift In-Charge has a higher degree of responsibility and accountability relative to the other security guards.
2. The Agency shall provide basic office equipment and supplies for their office which is in a space provided and designated by the University.
3. The maintenance and utility charges of the Command Post shall be for the account of the Agency.

B. Transportation, Equipment, License, Trainings and Other Logistical Requirements

The Agency must provide the following:

1. Ten (12) Rechargeable LED flashlights and 12 units of two-way handheld radios, 10 big umbrellas, 10 rain boots and apparel (ponchos/raincoat), five (5) sets of traffic vest and gloves for use during rain or other emergency at the Main and SRP campuses. This equipment shall be available for use on a 24-hour basis for the following exclusive purposes.
 - Roving patrol during the day and night
 - Deploying guards to different posts during emergencies
2. One-unit motorcycle for the Shift In-Charge This will allow proper supervision of the guards assigned to the Main Campus, Arts and Sciences Building, High School Campus and the SRP Campus. The Agency shall be responsible for the proper operations and upkeep of the motorcycle so that the supervision of the different installations is unhampered.
3. Firearms - side arms 12 pcs. (9mm pistol, 38 caliber pistol) original, non-paltik and long arms as needed such as shotgun and semi-automatic rifles. If a shot gun/semi-automatic rifle is needed, a written approval from Chancellor must be secured with the advice from Campus Safety and Security Unit. The Agency must present during the bidding process complete Firearms list intended for used by guard to be deployed in UP Cebu.
4. Complete list of Security Guards/ Lady Guards that will be assigned in UP Cebu with 201 File and Photocopy of License and Company ID. (25 SG and 2 LG)
5. All Security Guards/ Lady Guards that will be assigned, must have a latest training (for the past 6 months) on the following: Basic First Aid, Disaster Preparedness (Fire, Earthquake) conducted by any Government or Accredited Non-Government Organization (BFP, PNP, AFP, Red Cross, ERUF)
6. Closed-circuit TV (CCTV) System - night vision-capable cameras with DVR units and CCTV monitors that can provide for twenty-four hours/day — seven days/week (24/7) coverage of the activities in the

identified-UP Cebu properties or areas and the e-logging/report of the Shift In-Charge on duty. CCTV equipment required will be 40 CCTV cameras with the corresponding DVR units and CCTV monitors (7 units) and one CPU e-logging for recording and monitoring purposes which shall be installed at the Security Office for centralization.

7. The Agency shall set up the necessary equipment at the Security Office that will allow the Chancellor/VCA/Campus Security Officer to have remote access to all CCTV monitored areas via the Internet.
8. Base radio for the communication system(2units): 1- Main, 1– SRP
9. Installation and maintenance of Electronic Boom (2 units)
10. Underchassis mirror(3pcs.): 2—Main, 1—SRP
11. Metal detectors (5 pcs.): 4 — Main, 1 — SRP
12. One-unit Guard Patrol equipment (motorcycle)
13. Other personal accessories like flashlights, nightsticks, etc.

VI. DEPLOYMENT OF GUARDS

Twenty-seven (27) Agency guards including the Shift In-Charge and Head Guard shall be deployed in the different campuses or properties of the University as follows:

- UP Cebu Main Campus
- UP Cebu - SRP Professional Schools

DEPLOYMENT OF GUARDS PER BUILDINGS AND INSTALLATION

Deployment Areas	1 st Shift (6:00AM- 2:00PM)	2 nd Shift (2:00PM- 10:00PM)	3 rd Shift (10:00PM- 06:00AM)	Roving Guard	Head Guard	Remarks
UP Cebu Lahug Campus Main Entrance and Exit Gate	2	2	2	3		One Roving Guard per shift
Main Library			1			1 Security Guard on duty from 10pm to 6am daily
Undergraduate Building	1	1	1			
UP Cebu High School	1	1	1			
Arts and Sciences Building	1	1	1			
Arts and Sciences Building Entrance and Exit Gates	1	1	1			
Admin Building	1					(08:00AM- 05:00PM)
UP Cebu SRP Campus	1	1	1			
					1	(08:00AM- 02:00PM)
TOTAL NUMBER OF GUARDS-27						

Each guard must always be in complete prescribed uniform when on duty. At the minimum, each guard shall have the following:

- Whistle
- Flashlight
- Night stick
- Firearm (clip loading / semi-auto pistol)
- Wet-look shoes
- 2 ponchos / big umbrellas
- Extra magazine loaded with factory-loaded ammo

Guards must have the following required qualifications before they are posted in the University:

- Valid Security Guard License from the PNP, AFP, NBI
- Neuro-psychiatric test conducted by accredited Neuro-Institution
- Medical clearance from Government Physician
- Certification from police and barangay on good moral character
- Drug test clearance
- Training for the past 6 months on Basic First Aid and Disaster Preparedness (Fire, EQ)
- Other personnel security requirements of PNP-SOSIA

The University, through its Safety and Security Unit, reserves the right to verify and validate the requirements prior to posting of the guards by the Agency.

VII. OTHER SECURITY SERVICES

The Agency should augment, upon the University's request and subject to proportionate cost, such adequate security during university activities as, but not limited to:

- Crazy Day
- Cook Out
- Intramurals Night
- Christmas Festivity celebrations
- Registration period
- Graduation ceremonies
- UPCAT Examinations
- Board of Regents' Meetings

In case VIPs and important guests visit the University, the Agency will provide necessary VIP security and facilitate security arrangements with local police authorities.

VIII. OTHER PROVISIONS

The winning provider for Security Services to UP Cebu must not be an existing provider of any utilities or manpower services in UP Cebu, either directly or indirectly through subsidiary or affiliated companies, to prevent the possibility of conflict of interest.

**Lot 2 SCOPE OF SERVICES
FOR THE SUPPLY AND DELIVERY OF SECURITY SERVICES
Six (6) Security Guards for Sitio Avocado New UP High School building Site, March 1, 2022-
February 28, 2023**

I. KEY COMPONENT

Deployment of post assignment duty of six (6) Security Guards for Sitio Avocado Demolition Site.

II. OBJECTIVE

The University desires to provide a 24-hour security force for the span of one (1) year for Sitio Avocado Demolition Site.

III. DEFINITION OF TERMS

University – refers to the University of the Philippines Cebu (UP Cebu)

Agency – refers to the security services provider

Security Force – hired professional and licensed security guards

IV. SECURITY PLAN

A. DUTIES AND RESPONSIBILITIES OF THE AGENCY /SECURITY AGENCY

1. Comply with the provisions of RA 5487 (The Private Security Agency Law) and its Implementing Rules and Regulations – Eleven (11) General Orders, Code of Ethics and Code of Conduct.
2. To provide six (6) professional, licensed security guards, that will be assigned during and after the demolition period.
3. Conduct preventive control measures in the demolished areas and campus perimeter near adjacent to the demolished area.
4. Ensure that their guards should be always firm but conscious and tactful when dealing with different people.
5. Ensure that their guards who are on duty are in proper uniform and that the guards always maintain, a composure that commands respect.
6. Secure and maintain the demolished site. Prohibits any unauthorized individuals or groups from re- entering the area
7. Ensures that all guards assigned in the area, are equipped with (e.g., hard hat, mask) Personal Protective Equipment.
8. The Agency should ensure that their guards strictly enforce the UP-Guiding Policies in Dealing with Informal Settlers and Illegal Occupants and the UP Cebu Security Manual.
9. In addition, the Agency should strictly implement all University rules and policies and other lawful orders from the Chancellor or his/her authorized representative. The Agency must make

sure that the assigned guards have read and fully understand these Terms of Reference and UP Cebu Security Guidelines for strict observance.

B. Specific Duties of Demolition Site Guards:

1. To secure the demolished site and establish a secure perimeter
2. Ban the entry of unauthorized persons inside the demolition areas.
3. Conduct random roving inspection within their area of assignment when there are no roving guards assigned in the station.
4. Conduct preventive control measures in the demolished areas and campus perimeter near adjacent to the demolished area.
5. Monitor the number of Informal Settlers inside the Demolition Site and report directly to Safety and Security Unit of their activities inside the Demolition Site.
6. Monitor and stop any connection (electrical, water and internet) that will be made by Informal Settlers inside the Demolition Site.
7. To secure officials and staff of UP Cebu that are present in the demolished site.
8. Properly submit incident Reports (within 24 hours) that transpired during the duty/assignment and cooperate with the investigation.

C. Duties and Responsibilities of Team Leader for Sitio Avocado Demolition Site

1. Check and inspect all guards on duty, including their uniform and firearm. Monitor all guards on duty.
2. Take command of the guards assigned in the demolition area.
3. Relay and execute command from Campus Safety and Security Officers, pertaining to their assignment on site.

V. MANAGEMENT AND OPERATIONAL POLICIES AND PROCEDURES

C. Operational Policies

1. The Agency's security guards and personnel shall be under the direct supervision and control of the Agency. However, the University administration, through its Campus Safety and Security Officers/VCA/Chancellor, shall be consulted from time to time on all security matters requiring the attention of the University. Furthermore, the University can suggest measures for implementation by the Agency to carry out the basic purposes for which the Agency was engaged.
2. The Agency should first coordinate with and inform the Campus Safety and Security Unit/VCA/Chancellor one week before any change in the posting of guards. The Agency should take into consideration the recommendations of the University's authorized representatives with regards to any changes in the posting of guard.
3. The Agency is primarily responsible for the discipline, performance, and breach of norms of conduct by the security guards. However, the University, through its Safety and Security Unit with endorsement of the

Vice Chancellor for Administration and the approval of the Chancellor, has the right at any time to require the Agency to replace any security guard or personnel. Agency shall so comply within 24 hours after receiving the notice in writing.

4. The Agency must implement appropriate disciplinary action on its personnel for incidents resulting in damage to the University as a result of gross negligence, dereliction of duty, blatant disrespect to persons of authority, unprofessional behavior and or any conduct deemed unacceptable by the university or personnel representing it. Lack of action from the security agency thereof shall warrant the right to pre-terminate the contract. This course of action would be based on the review and subsequently the recommendation of the Security Committee to the Office of the Chancellor.
5. A Security Guard of the Agency who is relieved or replaced by reason of lack of discipline, poor performance, failure to execute provisions of this Contract or breach of contract shall no longer be qualified for assignment in the University.
6. To prevent the likelihood of guards sleeping or dozing off during their tour of duty, the agency should avoid assigning a security guard a consecutive shift. except for an un-anticipated or emergency absence of a relieving security guard Any incident involving a guard identified as sleeping or dozing off during his/her tour of duty will result in the following schedule of penalties to the Agency:

First Incident as validated by UPC Safety and Security Officer	Penalty of PhP 10,000
Second Incident as validated by UPC's Safety and Security Officer	Penalty of PhP 20,000
Third Incident as validated by UPC's Safety and Security Officer	Disqualified from future bidding

7. The security guards assigned in the University shall conduct guard-mounting, prior to every change of shift, to ensure proper continuity and coordination with each other.
8. The University through its Campus Safety and Security Unit/Vice Chancellor for Administration/Chancellor has the authority to conduct spot inspections to ensure that the Agency faithfully complies with the provisions of the contract.
9. The University through its Safety and Security Unit, will create a Frontliner Team among the Security Guards on duty per shift to facilitate in the implementation of Safety and Health Protocols of the University (checking for temperature, sanitizing vehicle entering the campus, monitoring of Covid Check Clearance and Health Declaration, etc.) in response to the Covid19 Pandemic and other Health Related Emergencies.
10. The Agency with its security guards, shall jointly and severally be liable for any injury, damage to and/or loss of property during the time of security coverage of the buildings, facilities, installations or other structures and their immediate premises due to assault, arson, theft, robbery, mischief or any unlawful act of negligence; further the Agency and its security guards shall likewise be liable to replace/repair any lost, damaged or stolen items facilities and property of the University.
11. The Agency is responsible for informing and making its security guards aware of the Agency's administrative policies, procedures, rules, and regulations.
12. Break time for short meals and other purposes should not exceed 15 minutes. If the guards need to leave their post to buy or procure meals or attend to personal comfort needs, the post should not be left un-attended at any time. Furthermore, guards on duty should schedule their meal breaks so that they do not take their meal breaks at the same time.

D. Administrative Requirements

1. The Agency shall assume full and exclusive obligation to pay the wages of the security guards assigned to the University including claims and other compensation as maybe legally due them. It is understood that the security guards are not employees of the University.
2. The Agency acknowledges and warrants that its security personnel shall be compensated (*i.e.*, payment of wages, bonuses and benefits) promptly in accordance with existing labor laws and related wage orders. To ascertain their attendance, each guard on duty shall be enrolled in UP Cebu's electronic biometrics-based timekeeping system. Guards shall follow the timekeeping procedure that govern UP Cebu employees.
3. As a pre-condition to any payment by the University of the Agency's monthly billing, the Agency shall submit an official certification under oath that the Agency has paid/remitted to the appropriate government agencies the SSS, Medicare/insurance contributions and other benefits of their guards during the contract period. Also, it will submit a certification under oath that each guard assigned to the University has duly received from the Agency the corresponding compensation (*i.e.*, wages, bonuses, benefits) due them.
4. The Agency's billings covering the first six (6) months shall be subject to a three percent (3%) retention fee by the University during the effectivity of the contract to answer for any loss, damage or money claim by the University against the Agency:
5. Upon execution of the contract, the Agency shall post a Performance Bond in any of the forms as provided for in Section 39 of RA 9184 (Government Procurement Reform Act) for the faithful performance of its obligations to the University under the contract.
6. Within one (1) month before the termination of the contract, the Agency shall post a Guaranty Bond in favor of the University in an amount equivalent to fifteen percent (15%) of the monthly gross pay of all the guards actually deployed to the University to answer for whatever claim that may arise by reason of the Agency's failure or refusal to pay the unpaid wages and benefits due the guards under existing labor laws and related social legislation.

E. Staff Development and Skills Upgrading

1. The Agency shall provide the appropriate training, seminars or workshops on skills upgrading, proper conduct and decorum, as well as Gender Sensitivity of its security guards.
2. The Agency shall provide a continuing feedback system on the performance of the guards. The Campus Security Officer will meet with the supervisor of the Agency and the Shift In-Charge assigned to the campus at least once a week so that corrective measures to observed failures can be corrected. When necessary, the frequency of meetings may be increased.

VI. LOGISTICS

A. Command Post Set-up

1. The Agency shall appoint a point person per shift that will be responsible in monitoring and relay of the Order of the Day.
2. The maintenance and utility charges of the Command Post shall be for the account of the Agency.

B. Transportation, Equipment, License, Trainings and Other Logistical Requirements

The Agency must provide the following:

1. Two (2) Rechargeable LED flashlights and 2 units of two-way handheld radios.
2. Firearms - sidearms 2 pcs. (9mm pistol, 38 caliber pistol) original, non-*paltik* and long arms as needed such as shotgun and semi-automatic rifles. If a shot gun/semi-automatic rifle is needed, a written approval

from Chancellor must be secured with the advice from Campus Safety and Security Unit. The Agency must present during the bidding process complete Firearms list intended for used by guards to be deployed in UP Cebu.

3. Complete list of Security Guards that will be assigned in UP Cebu with 201 File and Photocopy of License and Company ID.
4. All Security Guards that will be assigned, must have a latest training (for the past 6 months) on the following, Basic First Aid, Disaster Preparedness (Fire, Earthquake) being conducted by any Government or Accredited Non-Government Organization (BFP, PNP, AFP, Red Cross, ERUF)

VII. DEPLOYMENT OF GUARDS

Six (6) Agency guards shall be deployed at Sitio Avocado Demolition for the New High School Building Site.

	1 st Shift (6:00AM-2:00PM)	2 nd Shift (2:00PM-10:00PM)	3 rd Shift (10:00PM-06:00AM)	Roving Guard	Remarks
Sitio Avocado Demolition Site	2	2	2		One point person per shift will be appointed
TOTAL NUMBER OF GUARDS- 6					

Each guard must always be in complete prescribed uniform when on duty. At the minimum, each guard shall have the following:

- Whistle
- Flashlight
- Night stick
- Firearm (clip loading / semi-auto pistol)
- Wet-look shoes
- 2 ponchos / big umbrellas
- Extra magazine loaded with factory-loaded ammo

Guards must have the following required qualifications before they are posted in the University:

- Valid Security Guard License from the PNP, AFP, NBI
- Neuro-psychiatric test conducted by accredited Neuro-Institution
- Medical clearance from Government Physician
- Certification from police and barangay on good moral character
- Drug test clearance
- Training for the past 6 months on Basic First Aid and Disaster Preparedness (Fire, Earthquake)
- Other personnel security requirements of PNP-SOSIA

The University, through its Safety and Security Unit, reserves the right to verify and validate the requirements prior to posting of the guards by the Agency.

VIII. OTHER PROVISIONS

The winning provider for Security Services to UP Cebu must not be an existing provider of any utilities or manpower services in UP Cebu, either directly or indirectly through subsidiary or affiliated companies, to prevent the possibility of conflict of interest.

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

