



PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of One (1) Year Third-Party Security Services for all UCPB Savings Branches and Offices Nationwide

Bid Reference No.: ITB-GSD-009-14-07-2023

Government of the Republic of the Philippines

*Approved Budget for Contract is Fifty-Two Million Pesos Only
(Php52,000,000.00)*

**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.

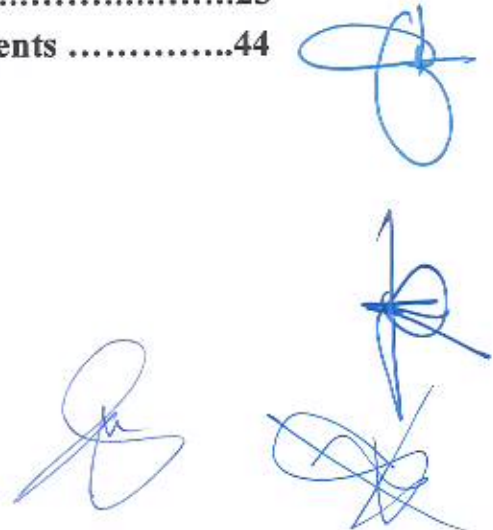
Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between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

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INVITATION TO BID FOR

Procurement of One (1) Year Third-Party Security Services for all UCPB Savings Branches and Offices Nationwide

1. The **UCPB Savings, Inc. (UCPBS)**, through the **Approved Corporate Budget (ABC) of Year 2023** intends to apply the sum of **Fifty-Two Million Pesos Only (Php52,000,000.00)**, inclusive of all applicable taxes and other charges, including insurance coverage (if applicable) for the **One (1) Year Third-Party Security Services for all UCPB Savings Branches and Offices Nationwide Identification Number: ITB-GSD-009-14-07-2023**, being the ABC to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **UCPBS** now invites bids for the above Procurement Project. Delivery of the Goods / Services is required by **30 days upon receipt of Notice to Proceed (NTP) for one year contract**. Bidders should have completed, within **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 **UCPB Savings, Inc. (UCPBS)** and inspect the Bidding Documents at the address given below during office hours from 8:00pm to 4:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **July 24, 2023(Monday) to August 17, 2023(Thursday)** 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 Php50,000.00.*

Instructions to bidders on payment of bid documents:

- a. The payment for the Bid Documents shall be limited to Cash or Manager's/ Cashier's Check payable to UCPB Savings. Personal checks shall not be accepted.
- b. The Bidder is required to enclose the cover page of this Invitation to Bid (ITB) in order to properly determine which bid document, the bidder is paying for.
- c. It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that the Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

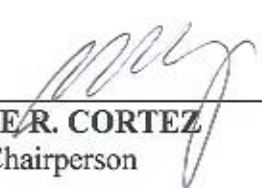
6. The *UCPB Savings (UCPBS)* will hold a Pre-Bid Conference¹ on **August 1, 2023(Tuesday)** at **1:30pm via MS Teams**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before **11:30am of August 18, 2023(Friday)**. 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 **August 18, 2023 (Friday)** at **1:30pm via MS Teams**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *UCPB Savings (UCPBS)* 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:

Dronnel A. Espina
BAC Secretariat
UCPB Savings, Inc.
2nd and 3rd Floor OF Bank Center Building
1000 Liwasang Bonifacio, 1000 Manila City
Email Address: bacsecretariat@ucpbsavings.com

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.ucpbsavings.com>

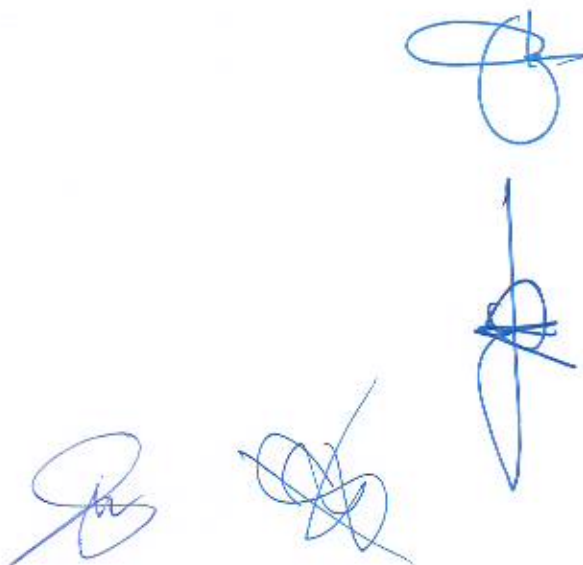
Date of Issue: 18 July 2023



DANTE R. CORTEZ
BAC Chairperson

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.

Section II. Instructions to Bidders (IB)

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1. Scope of Bid

The Procuring Entity, *UCPB Savings (UCPBS)* wishes to receive Bids for the *Procurement of One-Year Third Party Security Services for all UCPB Savings Branches and Offices Nationwide*, with identification number *ITB-GSD-001*.

The Procurement Project (referred to herein as "Project") covers 1 item, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Year 2023* in the amount of *Php52,000,000.00 inclusive of all applicable taxes and other charges, including insurance coverage, if applicable.*

2.2. The source of funding is the *corporate budget of UCPBS* or procuring entity

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:

- 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 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 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 *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 **December 18, 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.

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

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.

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 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.

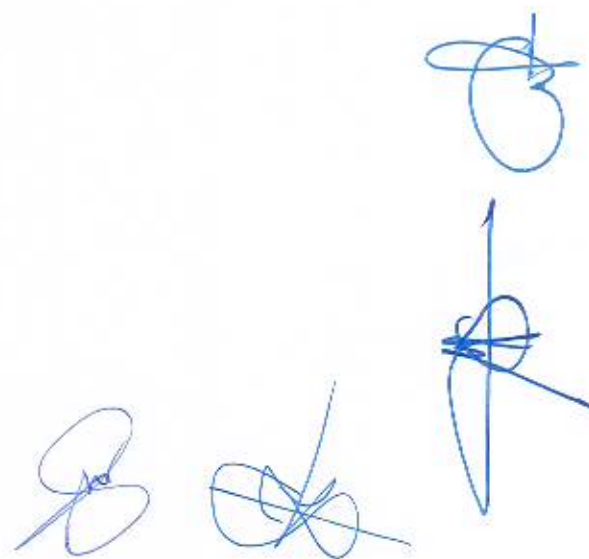
20. Post-Qualification

- 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

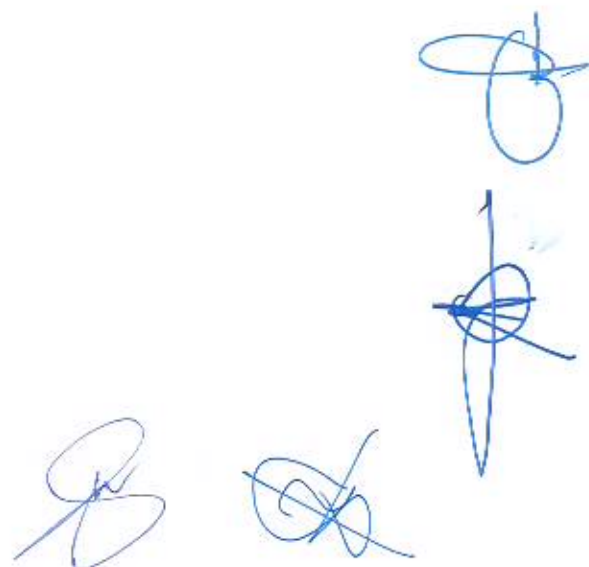
- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

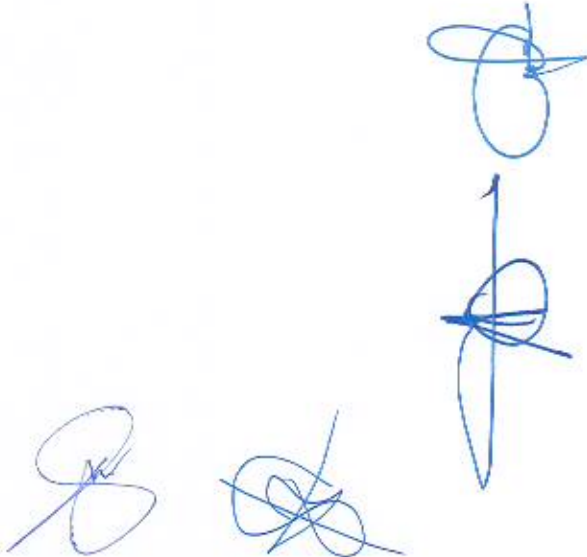
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Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Procurement of One (1) Year Third-Party Security Services for all UCPB Savings Branches and Offices Nationwide.</i> b. The Bidder must have completed within 3 years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>UCPB Savings Head Office in Manila City.</i>
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>Php1,040,000.00 (2% of ABC)</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 <i>Php2,600,000.00 (5% of ABC)</i>, if bid security is in Surety Bond.
19.3	<i>One Lot – Procurement of One (1) Year Third-Party Security Services for all UCPB Savings Branches and Offices Nationwide.</i>
20.2	In case the bidder opted to submit their Class “A” Documents as part of the eligibility documents during bid submission, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.
21.2	<i>Non-Disclosure Agreement (NDA) – form to be provided by end-user</i>



Section IV. General Conditions of Contract

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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

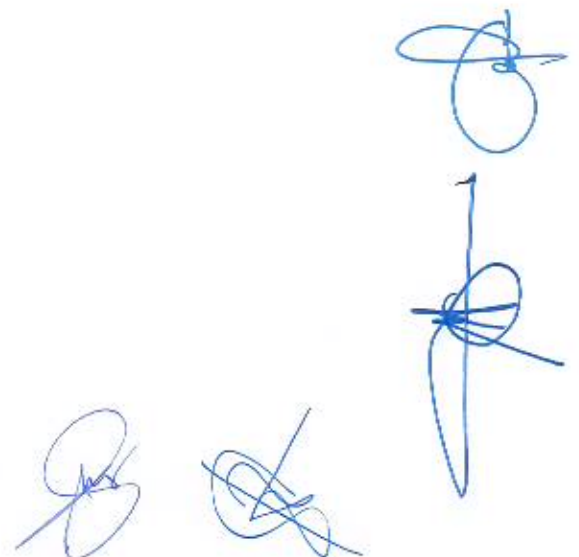
6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

- 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.

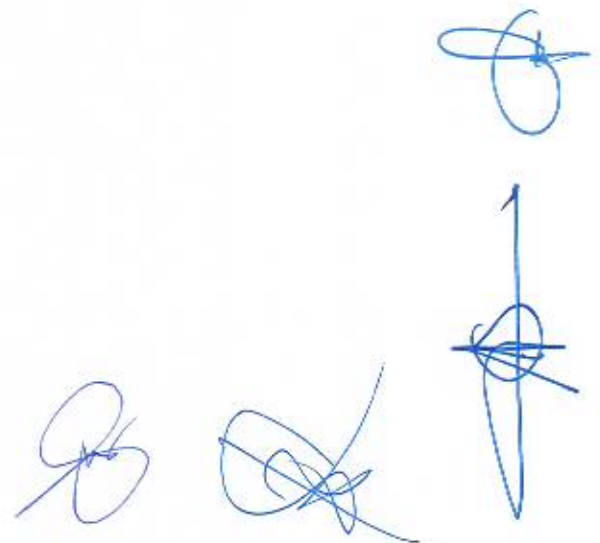
6. Liability of the Supplier

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.

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Section V. Special Conditions of Contract

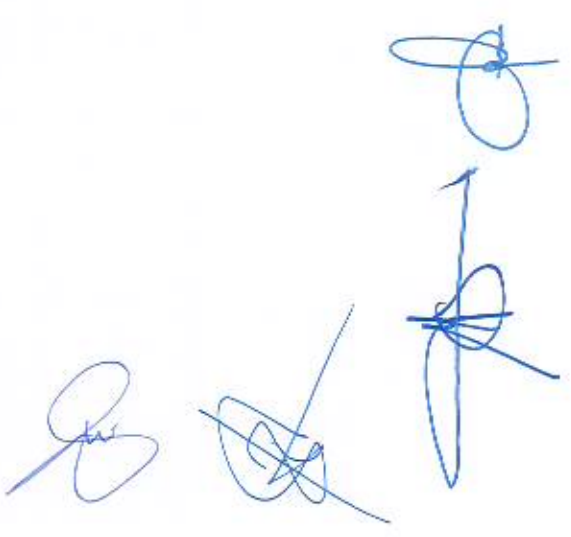
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Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered UCPBS Head Office. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered UCPBS Head Office. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</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>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Dronnel A. Espina <i>BAC Secretariat</i> UCPB Savings, Inc. <i>2nd and 3rd Floor OF Bank Center Building</i> <i>1000 Liwasang Bonifacio, 1000 Manila City</i> <i>Email Address: bacsecretariat@ucpbsavings.com</i></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>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p>
	<p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b) in the event of termination of production of the spare parts:

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	<p>advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 1 year.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within 1 month of placing the order.</p>								
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>								
2.2	<p>The terms of payment shall be as follows:</p> <table><tr><th>Payment</th><th>Deliverable</th><th>Detailed Activities</th><th>Percentage of Payment</th></tr><tr><td>1</td><td>To ensure safety and security of all UCPBS clients and properties/ assets Nationwide per TOR</td><td>Provide physical and on-site security services to all UCPB Savings branches and offices nationwide as per TOR</td><td>Per monthly billing/ invoice</td></tr></table>	Payment	Deliverable	Detailed Activities	Percentage of Payment	1	To ensure safety and security of all UCPBS clients and properties/ assets Nationwide per TOR	Provide physical and on-site security services to all UCPB Savings branches and offices nationwide as per TOR	Per monthly billing/ invoice
Payment	Deliverable	Detailed Activities	Percentage of Payment						
1	To ensure safety and security of all UCPBS clients and properties/ assets Nationwide per TOR	Provide physical and on-site security services to all UCPB Savings branches and offices nationwide as per TOR	Per monthly billing/ invoice						
4	The inspections and tests that will be conducted are: <u><i>Not Applicable</i></u>								



Section VI. Schedule of Requirements

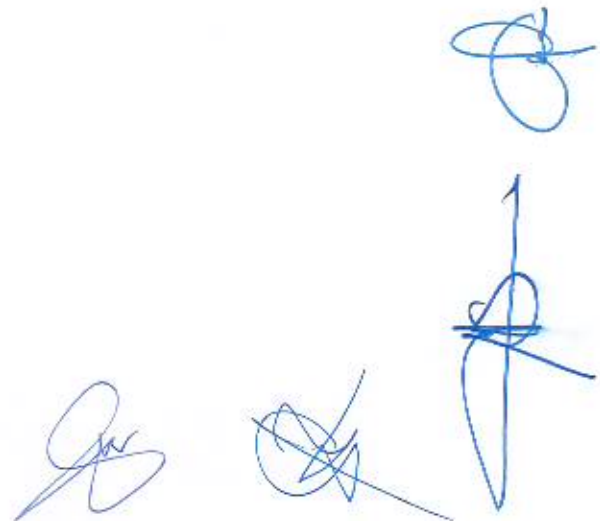
Procurement of One (1) Year Third-Party Security Service for All UCPB Savings Branches and Offices Nationwide (ITB-GSD-009-14-07-2023)

POSTING OF SECURITY GUARDS

- A. The **AGENCY** shall ensure the posting of at least two (2) security guards at each Business Center and offices of the **BANK** one (1) hour before the start of banking hours. In this regard, the **AGENCY** shall maintain three (3) standby guards for Metro Manila and/or each province, to include one (1) guard in each field office, who shall fill in for the absent guard in case of last-minute absences. The list of UCPB Savings Bank Business Centers and field offices are attached hereto as Annex "A". It is, however, understood that Business Centers that the **BANK** may establish in the future or those relocated to another area shall be covered by this Contract.
- B. The **AGENCY** shall ensure that its assigned guards for the Business Centers will inform the **AGENCY** of the absence of the said guard, and the **AGENCY** shall immediately send a replacement not later than thirty (30) minutes before the start of the Business Center's banking hours. The **AGENCY** shall be responsible for ensuring that its assigned guards will report to the Business Centers at the designated time and for making the necessary arrangements to replace the absent guards, without any cost or expense on the part of the **BANK**.
- C. The **AGENCY** shall not relieve or replace any security guard assigned to the **BANK** without written clearance from the **BANK**'s Security Department.
- D. The **BANK** may, at any time and with or without cause, request the **AGENCY** to increase or decrease the security complement, provided that the **AGENCY** is given a twenty-four (24) hour notice within which to comply. Such request by the **BANK** must be made in writing.
- E. The **BANK** has the option to request the **AGENCY** for additional security services, such as having security guards assigned as roving patrol who shall conduct inspection particularly during night time, weekend, holidays where bank premises are closed and for special operations and surveillance where mobile security personnel is needed. In which case the **AGENCY** shall provide the needed vehicle and a pre-agreed roving patrol contract rate shall be charged.
- F. The **AGENCY** shall reshuffle or rotate security guards yearly (50% for the first six (6) months, and the other 50% for the remaining months of the year) for each Business Center. In this regard, the **AGENCY** shall submit to the **BANK**'s Security Department a schedule of rotation of guards, at least fifteen (15) days prior to its effectivity.
- G. The **BANK** reserves the right to raise or reduce at a given notice, the number of premises and properties secured by this Contract with the **AGENCY**, or the number of guards needed to be assigned at the Head Office or Business Centers. Any request for the reduction or increase in the number of premises, properties and guards shall be in writing and shall form an integral part of this Contract.

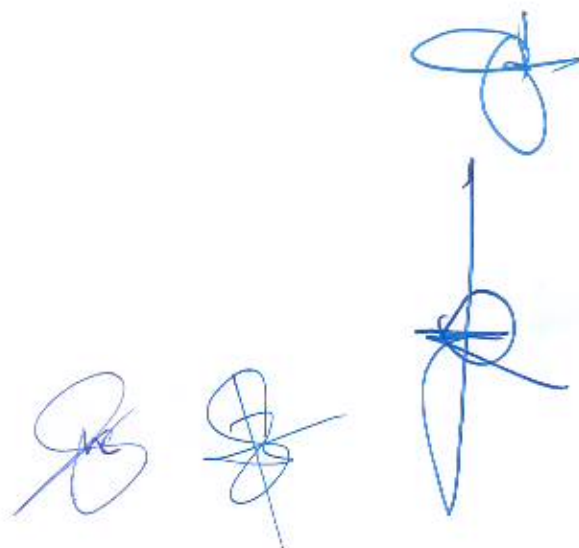
OBLIGATIONS OF THE AGENCY TO THE BANK

- A. The **AGENCY** shall regularly submit the following reports to the BANK's Security Department:
- i. Weekly Inspection report on Business Centers;
 - ii. Daily Roving Patrol Report;
 - iii. Guard Rotation Schedule every six (6) months;
 - iv. Report on security guards training who failed in performance Evaluation Rating (PER);
- B. The **AGENCY** shall submit to the BANK, every month, a notarized certification stating that the security guards deployed to the BANK have been paid their wages and other benefits required by law and that employee contributions, i.e. SSS, ECC, Pag-IBIG and PhilHealth, have been remitted to the appropriate agencies.

Three handwritten signatures in blue ink are located at the bottom right of the page. The signatures are stylized and appear to be in cursive or a similar fluid script.

BRANCH/LOCATION	AREA	TYPE	SERVICES	REQD. HEAD COUNT	TOTAL MONTHLY RATE	12% VAT	EFFECTIVE MONTHLY BILL	
HEAD OFFICE								
Head Office	National Capital Region	Head Office	Security Guard	3		-	-	
Kalayaan Ext. Office		Extension Office	Security Guard	3		-	-	
LUZON AREA								
Alabang	National Capital Region	Full Branch	Security Guard	2		-	-	
Kalayaan		Full Branch	Security Guard	2		-	-	
Rizal Avenue		Full Branch	Security Guard	2		-	-	
Banawe		Full Branch	Security Guard	2		-	-	
Mabalacat	Central Luzon	Full Branch	Security Guard	2		-	-	
Malalas		Branch Lite	Security Guard	2		-	-	
Orion Branch Lite		Full Branch	Security Guard	2		-	-	
Rizal Nueva Ecija		Full Branch	Security Guard	2		-	-	
San Jose Del Monte		Full Branch	Security Guard	2		-	-	
Sta. Ignacia		Full Branch	Security Guard	2		-	-	
Tarlac Warehouse		Warehouse	Security Guard	2		-	-	
Batac		Ilocos Region	Full Branch	Security Guard	2		-	-
Bacnotan	Full Branch		Security Guard	2		-	-	
Lingayen	Full Branch		Security Guard	2		-	-	
La Trinidad	Cordillera Region	Full Branch	Security Guard	2		-	-	
Alfansa	CALABARZON	Full Branch	Security Guard	2		-	-	
Alimanan		Full Branch	Security Guard	2		-	-	
Calauag		Full Branch	Security Guard	2		-	-	
San Jose-Batangas		Full Branch	Security Guard	2		-	-	
Sta. Rosa		Full Branch	Security Guard	2		-	-	
Tanay		Full Branch	Security Guard	2		-	-	
Tanza		Full Branch	Security Guard	2		-	-	
Tayabas		Full Branch	Security Guard	2		-	-	
Tiaong		Full Branch	Security Guard	2		-	-	
Lucban		Full Branch	Security Guard	2		-	-	
Morong		Full Branch	Security Guard	2		-	-	
Nagaarlan		Full Branch	Security Guard	2		-	-	
Alaminos	Cagayan Valley	Full Branch	Security Guard	2		-	-	
Ilagan		Full Branch	Security Guard	2		-	-	
Caramoran	Bicol Region	Full Branch	Security Guard	2		-	-	
Daraga		Full Branch	Security Guard	2		-	-	
Goa		Full Branch	Security Guard	2		-	-	
Libmanan		Full Branch	Security Guard	2		-	-	
Pili	Mimaropa	Full Branch	Security Guard	2		-	-	
Calapan		Full Branch	Security Guard	2		-	-	
Puerto Princesa		Full Branch	Security Guard	2		-	-	
Sablayan		Full Branch	Security Guard	2		-	-	
VISAYAS AREA								
Naga Cebu	Central Visayas	Full Branch	Security Guard	2		-	-	
Tuburan		Full Branch	Security Guard	2		-	-	
Bacolod	Western Visayas	Full Branch	Security Guard	2		-	-	
Escalante		Full Branch	Security Guard	2		-	-	
Ililo		Full Branch	Security Guard	2		-	-	
La Castellana		Full Branch	Security Guard	2		-	-	
Numancia		Full Branch	Security Guard	2		-	-	
Borongan	Eastern Visayas	Full Branch	Security Guard	2		-	-	
Gandara		Full Branch	Security Guard	2		-	-	
Ormoc		Full Branch	Security Guard	2		-	-	
Palo		Full Branch	Security Guard	2		-	-	
Segod		Full Branch	Security Guard	2		-	-	
MINDANAO AREA								
Aloran	Northern Mindanao	Full Branch	Security Guard	2		-	-	
Bulua		Full Branch	Security Guard	2		-	-	
Buluan		Lending Office	Security Guard	1		-	-	
Malaybalay		Lending Office	Security Guard	1		-	-	
Cagayan de Oro		Full Branch	Security Guard	1		-	-	
		Regional Office	Security Guard	1		-	-	
		Lending Branch	Security Guard	2		-	-	
Lapasan	Southern Mindanao	Branch	Security Guard	1		-	-	
Davao		Full Branch	Security Guard	2		-	-	
Tagum		Full Branch	Security Guard	2		-	-	
Dipolog	Zamboanga Peninsula	Full Branch	Security Guard	2		-	-	
Kabasalan		Full Branch	Security Guard	2		-	-	
Sindangan		Lending Office	Security Guard	1		-	-	
Zamboanga		Lending Office	Security Guard	1		-	-	
Glan	Soccsargen	Full Branch	Security Guard	2		-	-	
Lamitan	BARMM	Full Branch	Security Guard	2		-	-	
SUB-TOTAL HEAD COUNT				139	-	-	-	
					G/TOTAL MONTHLY RATE	TOTAL MONTHLY 12% VAT	TOTAL EFFECTIVE MONTHLY BILL	

Section VII. Technical Specifications

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STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

INSTRUCTIONS:

The bidder must state in the last column opposite each parameter and required specifications either "Comply" or "Not Comply". All pages shall be properly signed. Bidders must state here either "Comply" or "Not Comply" against each individual parameters of each requirements. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance of the supporting evidence that is found to be false either during Bid Evaluation, post evaluation, or the execution of the Contract may be regarded as fraudulent and render the Bidder or Supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

Technical Specifications

*Procurement of One (1) Year Third-Party Security Services for all UCPB Savings Branches and Offices Nationwide
(ITB-GSD-009-14-07-2023)*

Item	Specification	Statement of Compliance
	General Requirements: Refer Annex "A", "B" and "C"	
I.	Qualifications	
	<p>Specific experience of the One-Year Third Party Security Services for all UCPB Savings Branches and Offices Nationwide relevant to the assignment</p> <p>At least FIVE (5) years continuous experience in the business of servicing Security Service all throughout the Philippines, and must have an established network of operation in the area: Luzon, Visayas, or Mindanao, that they will service, including its remote areas and islands.</p> <p>And TWO (2) years of continuous experience with any financial institutions.</p>	
	SCOPE OF WORKS	
	<p>1. SCOPE OF SERVICES</p> <p>Supply of manpower, tools, equipment, consumables, and supervision required for the implementation of one year security services for all UCPB Savings Branches and Offices nationwide.</p>	

	<p>A. The AGENCY shall provide the following security services to the Bank:</p> <ul style="list-style-type: none"> I. roving inspectors; II. 24/7 security to designated business centers/offices/acquired assets; and III. Increase in and heightened security, which may include additional personnel, upon request of the BANK due to security threats, renovation/construction works on existing or additional business centers/offices/properties. <p>B. Furthermore, as part of the contracted security services, the security guards shall:</p> <ul style="list-style-type: none"> i. inspect the belongings/hand-carried items of those persons who enter the Bank premises/Business Center by the use of metal detectors; ii. require all who enters the Bank premises to deposit their firearms, if any, prior to going inside; iii. secure the perimeter area of the Bank premises/Business Centers one (1) hour before the start of banking hours and after banking hours until closing of the premises; iv. implement the non-use of cellular phones, two-way radios, sun-glasses and caps by those persons inside the Bank premises/Business Centers; v. closely monitor persons who enter the Bank premises/Business Centers and courteously approach/verify the identity of those person/s who stay too long inside the Bank premises/ Business Centers without any transaction; and vi. Preserve as confidential information all data and information related to the BANK's activities, employees, officers, clients, customers, and suppliers and to prevent disclosure of such confidential information. 	
II.	<p>2. SECURITY GUARDS</p> <p>A. The AGENCY shall provide qualified, trained, experienced, uniformed and duly licensed armed security guards/ with the following qualifications:</p> <ul style="list-style-type: none"> i. Filipino citizen; ii. at least a high school graduate; iii. preferably ex-military / police service man with no derogatory record; iv. physically and mentally fit and mature; v. at least 21 years old but not more than 50 years old; 	

	<ul style="list-style-type: none"> vi. good physique and at least 5 feet 5 inches in height; vii. no less than 120 lbs. in weight; viii. must have passed a drug and psychological evaluation for the current year, with a certificate to the effect duly submitted by the AGENCY to the bank; ix. with no derogatory record; x. of good moral character; xi. must be courteous respectful, alert, and neat; and xii. Properly screened by the PNP and NBI, as evidenced by the clearances issued by the appropriate government agency. <p>B. The AGENCY shall ensure the conduct of an in-service training, at the Bank Security Management Association (BSMA) Training Center for Bank Security, and firearms marksmanship using the respective branch assigned firearms and ammunition at least once a year and shall submit to the BANK a Certification of Completion enumerating the name of the guards who participated therein. Any training additionally required by the BANK, apart from those required by the PNP, shall be for the account of the BANK.</p> <p>C. The AGENCY hereby guarantees that the security guards assigned to the BANK shall undergo a yearly physical and neuro-psychiatric examination, and drug testing, and that the said security guards have passed the same, for which a certificate to this effect must be provided by the AGENCY to the BANK. Expenses for such tests shall be shouldered by the AGENCY.</p>	
	<p>3. FIREARMS, AMMUNITION, HANDHELD RADIO AND OTHER EQUIPMENT</p> <p>The AGENCY shall provide, at its own expense, the necessary firearms and ammunition to all posted security guards, as well as, other devices and equipment as may be required to serve the security requirements of the BANK. As required by Department Order 150, Series of 2016, the AGENCY shall at least provide one (1) handgun and one (1) shotgun for every two (2) security guards. In no case shall a security guard be posted without a firearm unless required by the client. The AGENCY shall likewise provide handheld radios to the deployed security guards.</p>	

	<p>4. ALERT RESPONSE PROTOCOL</p> <p>A. The AGENCY must be able to respond to any alarm situation on a twenty-four (24) hours and seven (7) days a week basis as provided for in the BANK's Standard Operating Procedure on cases of Business Center's Alarm, a copy of which is hereto attached as Annex "B".</p> <p>B. In case of robbery, theft, arson, vandalism, and such other crimes against the BANK, its officers, employees or clients, the AGENCY shall submit to the BANK an incident report within twenty-four (24) hours, and an investigation report within five (5) calendar days from the incident.</p> <p>C. The AGENCY, through its designated representative or supervisor, shall coordinate with the BANK's in-house security officer to ensure effective coordination and implementation of all security measures adopted by the BANK, especially in high alert situations. The representative of the BANK and the AGENCY shall have a regular monthly meeting to discuss problems and suggest recommendations to further improve the AGENCY'S security service. Both the BANK and the AGENCY shall establish and maintain effective liaison with the nearest police/substation or precinct to always ensure a positive response at all times.</p>	
	<p>5. ASSUMED LIABILITIES OF THE AGENCY</p> <p>A. The AGENCY hereby warrants to hold the BANK free and harmless from any liability arising from the performance or breach of its obligations under this Contract in connection with any accident that may befall the AGENCY's personnel/security guards or third persons on account of the acts committed by its personnel/security guards while performing their duties at the BANK's premises/Business Centers, as well as, for any other monetary claims which the AGENCY personnel/guards may file against the BANK.</p> <p>B. The AGENCY shall answer directly to the BANK for the cost of any harm, damage or loss caused to the BANK's properties/premises, personnel, officers, clients or third persons for which the BANK is responsible, arising out of or in connection with and/or attributable to the negligence, dishonesty, fraud or any willful or criminal act, or omission of the AGENCY's personnel/security guard. For its reference, any loss, damage, or cost referred to herein shall be made known, in writing, to the AGENCY or the occurrence of the incident or events that caused or gave rise to the cost, harm,</p>	



damage or loss referred to this paragraph. It is hereby agreed and understood that neither the **BANK** nor the **AGENCY** shall be liable for loss, damage, or harm due to fortuitous events or force majeure.

C. In case the **BANK** should be sued by any employee, person or any government office or agency as an alleged employer of the **AGENCY**'s security guards/personnel, this paragraph notwithstanding, the **AGENCY** shall assist the **BANK** in defending itself and hereby holds the **BANK** free and harmless against any judgment which may be rendered against the **BANK**. This obligation of the **AGENCY** shall subsist even beyond the lifetime of this Contact.

D. The **AGENCY** shall ensure that the **BANK** is protected against damage or liability arising out of or in relation to this Contract by obtaining in favor of the **BANK** a Surety Bond and Comprehensive General Liability Insurance:

- i. Surety Bond - The **AGENCY** hereby binds itself to secure a Surety Bond in the amount equivalent to 30% of the total annual contract or ABC rate from any duly accredited and reputable insurance company acceptable to the **BANK**, with the **BANK** as its beneficiary. The **AGENCY** shall submit the Surety Bond in favor of the **BANK** within five (5) days after signing of this Contract. The bond shall be answerable for any of the following liabilities:
- The payment of the wages of the personnel deployed in the service of the **BANK**, any deficiency and all the benefits due to said personnel under the existing laws and regulations;
 - Answer for any claim, which may be made against the **BANK** by the employees and/or security guards of the **AGENCY** on the theory that the **BANK** is the employer of the said employees and/or security guards;
 - Any loss or damage suffered by the **BANK** or its personnel or officers on account of or by reason of any criminal act or willful act, omission, fraud, negligence, or malfeasance by any of the **AGENCY**'s personnel and guards under this Contract;
 - Any claim by a third party against the **BANK** arising from or attributable to any criminal act or, omission, fraud, misconduct, or negligence of the **AGENCY** or its personnel and guards under this Contract; and,
 - Any loss or damage suffered by the **BANK** as a

result of, or on account of any breach by the **AGENCY** of any of the provisions of this Contract.

- ii. Comprehensive General Liability Insurance – The **AGENCY** hereby binds itself to secure a Comprehensive General Liability Insurance (CGLI) equivalent to ONE MILLION PESOS (Php1,000,000.00) from any reputable insurance company to secure and compensate the **BANK**, its officers and employees for bodily injury including death and/or property damage due to negligence committed by the **AGENCY**, its security guards/ personnel.
- iii. The **BANK** has right to claim directly against the **AGENCY** instead of first executing against the Surety Bond and/or the CGLI.
- iv. The **AGENCY** shall reimburse the **BANK** immediately upon receipt of a demand when the Surety Bond and/or CGLI are not sufficient to cover any valid claims the **BANK** may have against the **AGENCY**. However, if the **AGENCY** fails to reimburse the **BANK** despite receipt of such demand, the **AGENCY** hereby expressly authorizes the **BANK** to deduct the claims due, without need of further demand or any act or deed, against any money belonging to or owned by the **AGENCY**, which are now or may hereafter be in the possession of the **BANK** or any of its subsidiaries and affiliates. The **BANK** has a right to withhold or set-off payments due to the **AGENCY** against its claims under this Contract.
- v. Subject to the limitations of law, the **BANK** shall enjoy and exercise preferential lien on bank deposits and properties of the **AGENCY** accordingly upon failure of the **AGENCY** to pay or reimburse the **BANK** for any claims due. Hence, the **BANK** is fully authorized and empowered to take the appropriate legal action to garnish the **AGENCY**'s bank deposits and sell its properties at the public auction or private sale, and to apply the proceeds thereof in payment of the **AGENCY**'s unpaid obligation and expenses of sale, provided however, that any excess shall be turned over to the **AGENCY**.

ANNEX "A"

TERMS OF REFERENCE

1. SCOPE OF SERVICES

Supply of manpower, tools, equipment, consumables, and supervision required for the implementation of one year security services for all UCPB Savings Branches and Offices nationwide.

A. The **AGENCY** shall provide the following security services to the Bank:

- I. roving inspectors;
- II. 24/7 security to designated business centers/offices/acquired assets; and
- III. Increase in and heightened security, which may include additional personnel, upon request of the **BANK** due to security threats, renovation/construction works on existing or additional business centers/offices/properties.

B. Furthermore, as part of the contracted security services, the security guards shall:

- i. inspect the belongings/hand-carried items of those persons who enter the Bank premises/Business Center by the use of metal detectors;
- ii. require all who enters the Bank premises to deposit their firearms, if any, prior to going inside;
- iii. secure the perimeter area of the Bank premises/Business Centers one (1) hour before the start of banking hours and after banking hours until closing of the premises;
- iv. implement the non-use of cellular phones, two-way radios, sun-glasses and caps by those persons inside the Bank premises/Business Centers;
- v. closely monitor persons who enter the Bank premises/ Business Centers and courteously approach/verify the identity of those person/s who stay too long inside the Bank premises/ Business Centers without any transaction; and
- vi. Preserve as confidential information all data and information related to the **BANK's** activities, employees, officers, clients, customers, and suppliers and to prevent disclosure of such confidential information.

2. SECURITY GUARDS

A. The **AGENCY** shall provide qualified, trained, experienced, uniformed and duly licensed armed security guards/ with the following qualifications:

- i. Filipino citizen;
- ii. at least a high school graduate;
- iii. preferably ex-military / police service man with no derogatory record;
- iv. physically and mentally fit and mature;
- v. at least 21 years old but not more than 50 years old;
- vi. good physique and at least 5 feet 5 inches in height;
- vii. no less than 120 lbs. in weight;
- viii. must have passed a drug and psychological evaluation for the current year, with a certificate to the effect duly submitted by the **AGENCY** to the bank;
- ix. with no derogatory record;
- x. of good moral character;
- xi. must be courteous respectful, alert, and neat; and
- xii. Properly screened by the PNP and NBI, as evidenced by the clearances issued by the appropriate government agency.

B. The **AGENCY** shall ensure the conduct of an in-service training, at the Bank Security Management Association (BSMA) Training Center for Bank Security, and firearms marksmanship using the respective branch assigned firearms and ammunition at least

once a year and shall submit to the BANK a Certification of Completion enumerating the name of the guards who participated therein. Any training additionally required by the BANK, apart from those required by the PNP, shall be for the account of the BANK.

- C. The **AGENCY** hereby guarantees that the security guards assigned to the **BANK** shall undergo a yearly physical and neuro-psychiatric examination, and drug testing, and that the said security guards have passed the same, for which a certificate to this effect must be provided by the **AGENCY** to the **BANK**. Expenses for such tests shall be shouldered by the **AGENCY**.

3. POSTING OF SECURITY GUARDS

- H. The **AGENCY** shall ensure the posting of at least two (2) security guards at each Business Center and offices of the **BANK** one (1) hour before the start of banking hours. In this regard, the **AGENCY** shall maintain three (3) standby guards for Metro Manila and/or each province, to include one (1) guard in each field office, who shall fill in for the absent guard in case of last-minute absences. The list of UCPB Savings Bank Business Centers and field offices are attached hereto as Annex "A". It is, however, understood that Business Centers that the **BANK** may establish in the future or those relocated to another area shall be covered by this Contract.
- I. The **AGENCY** shall ensure that its assigned guards for the Business Centers will inform the **AGENCY** of the absence of the said guard, and the **AGENCY** shall immediately send a replacement not later than thirty (30) minutes before the start of the Business Center's banking hours. The **AGENCY** shall be responsible for ensuring that its assigned guards will report to the Business Centers at the designated time and for making the necessary arrangements to replace the absent guards, without any cost or expense on the part of the **BANK**.
- J. The **AGENCY** shall not relieve or replace any security guard assigned to the **BANK** without written clearance from the **BANK's** Security Department.
- K. The **BANK** may, at any time and with or without cause, request the **AGENCY** to increase or decrease the security complement, provided that the **AGENCY** is given a twenty-four (24) hour notice within which to comply. Such request by the **BANK** must be made in writing.
- L. The **BANK** has the option to request the **AGENCY** for additional security services, such as having security guards assigned as roving patrol who shall conduct inspection particularly during night time, weekend, holidays where bank premises are closed and for special operations and surveillance where mobile security personnel is needed. In which case the **AGENCY** shall provide the needed vehicle and a pre-agreed roving patrol contract rate shall be charged.
- M. The **AGENCY** shall reshuffle or rotate security guards yearly (50% for the first six (6) months, and the other 50% for the remaining months of the year) for each Business Center. In this regard, the **AGENCY** shall submit to the **BANK's** Security Department a schedule of rotation of guards, at least fifteen (15) days prior to its effectivity.
- N. The **BANK** reserves the right to raise or reduce at a given notice, the number of premises and properties secured by this Contract with the **AGENCY**, or the number of guards needed to be assigned at the Head Office or Business Centers. Any request for the reduction or increase in the number of premises, properties and guards shall be in writing and shall form an integral part of this Contract.

4. FIREARMS, AMMUNITION, HANDHELD RADIO AND OTHER EQUIPMENT

The **AGENCY** shall provide, at its own expense, the necessary firearms and ammunition to all posted security guards, as well as, other devices and equipment as may be required to serve the security requirements of the **BANK**. As required by Department Order 150, Series of 2016, the **AGENCY** shall at least provide one (1) handgun and one (1) shotgun for every two (2) security guards. In no case shall a security guard be posted without a firearm unless required by the client. The **AGENCY** shall likewise provide handheld radios to the deployed security guards.

5. ALERT RESPONSE PROTOCOL

- A. The **AGENCY** must be able to respond to any alarm situation on a twenty-four (24) hours and seven (7) days a week basis as provided for in the **BANK's** Standard Operating Procedure on cases of Business Center's Alarm, a copy of which is hereto attached as Annex "B".
- B. In case of robbery, theft, arson, vandalism, and such other crimes against the **BANK**, its officers, employees or clients, the **AGENCY** shall submit to the **BANK** an incident report within twenty-four (24) hours, and an investigation report within five (5) calendar days from the incident.
- C. The **AGENCY**, through its designated representative or supervisor, shall coordinate with the **BANK's** in-house security officer to ensure effective coordination and implementation of all security measures adopted by the **BANK**, especially in high alert situations. The representative of the **BANK** and the **AGENCY** shall have a regular monthly meeting to discuss problems and suggest recommendations to further improve the **AGENCY'S** security service. Both the **BANK** and the **AGENCY** shall establish and maintain effective liaison with the nearest police/substation or precinct to always ensure a positive response at all times.

6. OBLIGATIONS OF THE AGENCY TO THE BANK

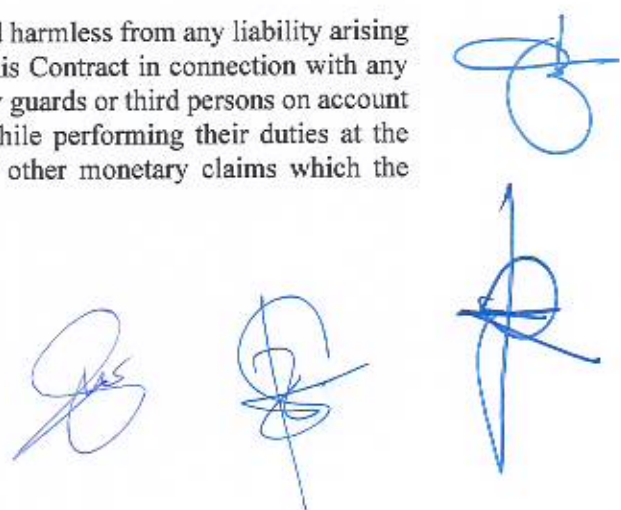
The **AGENCY** shall regularly submit the following reports to the **BANK's** Security Department:

- i. Weekly Inspection report on Business Centers;
- ii. Daily Roving Patrol Report;
- iii. Guard Rotation Schedule every six (6) months;
- iv. Report on security guards training who failed in performance Evaluation Rating (PER);

The **AGENCY** shall submit to the **BANK**, every month, a notarized certification stating that the security guards deployed to the **BANK** have been paid their wages and other benefits required by law and that employee contributions, i.e. SSS, ECC, Pag-IBIG and PhilHealth, have been remitted to the appropriate agencies.

7. ASSUMED LIABILITIES OF THE AGENCY

- A. The **AGENCY** hereby warrants to hold the **BANK** free and harmless from any liability arising from the performance or breach of its obligations under this Contract in connection with any accident that may befall the **AGENCY's** personnel/security guards or third persons on account of the acts committed by its personnel/security guards while performing their duties at the **BANK's** premises/Business Centers, as well as, for any other monetary claims which the **AGENCY** personnel/guards may file against the **BANK**.



- B. The **AGENCY** shall answer directly to the **BANK** for the cost of any harm, damage or loss caused to the **BANK**'s properties/premises, personnel, officers, clients or third persons for which the **BANK** is responsible, arising out of or in connection with and/or attributable to the negligence, dishonesty, fraud or any willful or criminal act, or omission of the **AGENCY**'s personnel/security guard. For its reference, any loss, damage, or cost referred to herein shall be made known, in writing, to the **AGENCY** or the occurrence of the incident or events that caused or gave rise to the cost, harm, damage or loss referred to this paragraph. It is hereby agreed and understood that neither the **BANK** nor the **AGENCY** shall be liable for loss, damage, or harm due to fortuitous events or force majeure.
- C. In case the **BANK** should be sued by any employee, person or any government office or agency as an alleged employer of the **AGENCY**'s security guards/personnel, this paragraph notwithstanding, the **AGENCY** shall assist the **BANK** in defending itself and hereby holds the **BANK** free and harmless against any judgment which may be rendered against the **BANK**. This obligation of the **AGENCY** shall subsist even beyond the lifetime of this Contract.
- D. The **AGENCY** shall ensure that the **BANK** is protected against damage or liability arising out of or in relation to this Contract by obtaining in favor of the **BANK** a Surety Bond and Comprehensive General Liability Insurance:
- i. Surety Bond - The **AGENCY** hereby binds itself to secure a Surety Bond in the amount equivalent to 30% of the total annual contract or ABC rate from any duly accredited and reputable insurance company acceptable to the **BANK**, with the **BANK** as its beneficiary. The **AGENCY** shall submit the Surety Bond in favor of the **BANK** within five (5) days after signing of this Contract. The bond shall be answerable for any of the following liabilities:
 - The payment of the wages of the personnel deployed in the service of the **BANK**, any deficiency and all the benefits due to said personnel under the existing laws and regulations;
 - Answer for any claim, which may be made against the **BANK** by the employees and/or security guards of the **AGENCY** on the theory that the **BANK** is the employer of the said employees and/or security guards;
 - Any loss or damage suffered by the **BANK** or its personnel or officers on account of or by reason of any criminal act or willful act, omission, fraud, negligence, or malfeasance by any of the **AGENCY**'s personnel and guards under this Contract;
 - Any claim by a third party against the **BANK** arising from or attributable to any criminal act or, omission, fraud, misconduct, or negligence of the **AGENCY** or its personnel and guards under this Contract; and,
 - Any loss or damage suffered by the **BANK** as a result of, or on account of any breach by the **AGENCY** of any of the provisions of this Contract.
 - ii. Comprehensive General Liability Insurance – The **AGENCY** hereby binds itself to secure a Comprehensive General Liability Insurance (CGLI) equivalent to ONE MILLION PESOS (Php1,000,000.00) from any reputable insurance company to secure and compensate the **BANK**, its officers and employees for bodily injury including death and/or property damage due to negligence committed by the **AGENCY**, its security guards/ personnel.
 - iii. The **BANK** has right to claim directly against the **AGENCY** instead of first executing against the Surety Bond and/or the CGLI.

- iv. The **AGENCY** shall reimburse the **BANK** immediately upon receipt of a demand when the Surety Bond and/or CGLI are not sufficient to cover any valid claims the **BANK** may have against the **AGENCY**. However, if the **AGENCY** fails to reimburse the **BANK** despite receipt of such demand, the **AGENCY** hereby expressly authorizes the **BANK** to deduct the claims due, without need of further demand or any act or deed, against any money belonging to or owned by the **AGENCY**, which are now or may hereafter be in the possession of the **BANK** or any of its subsidiaries and affiliates. The **BANK** has a right to withhold or set-off payments due to the **AGENCY** against its claims under this Contract.
- v. Subject to the limitations of law, the **BANK** shall enjoy and exercise preferential lien on bank deposits and properties of the **AGENCY** accordingly upon failure of the **AGENCY** to pay or reimburse the **BANK** for any claims due. Hence, the **BANK** is fully authorized and empowered to take the appropriate legal action to garnish the **AGENCY**'s bank deposits and sell its properties at the public auction or private sale, and to apply the proceeds thereof in payment of the **AGENCY**'s unpaid obligation and expenses of sale, provided however, that any excess shall be turned over to the **AGENCY**.

8. BUSINESS CONTINUITY

The **AGENCY** agrees to provide the necessary assistance and shall cooperate with the **BANK** to ensure proper transition of services in case of termination of this Agreement. The **AGENCY**'s disaster recovery/Business continuity contingency plans and procedure is hereto attached and made part of this Agreement as Annex "C".

9. OBLIGATIONS OF THE AGENCY TO ITS EMPLOYEES

- A. There is no employer-employee relationship between the **BANK** and the **AGENCY**. Neither is there an employer-employee relationship between the **BANK** and the security guards deployed by the **AGENCY** to perform the services hereunder. The security guards deployed by the **AGENCY** are its employees only. Accordingly, only the **AGENCY** exercises control over the means and manner by which the security guards perform their work/ the services contracted hereunder.
- B. The **AGENCY** shall fully and faithfully comply with all the laws, rules and regulations pertaining to the employment of labor, now existing, or which may hereafter be enacted, including but not limited to, the Labor Code of the Philippines, the New Minimum Wage Law, Social Security Act, and National Health Insurance Act. In this connection, the **AGENCY** hereby commits to pay the salaries and benefits due to the security guards assigned to the **BANK**, which in no case shall be less than the minimum wage and other benefits required under the Labor Code of the Philippines and other pertinent laws. The **AGENCY** hereby undertakes to remit to the proper government agencies (Social Security System, Employees Compensation Commission, Philippine Health Insurance Corporation and Home Development Mutual Fund) the contributions due in favor of the security guards as required by the law or government regulations.
- C. It is clearly understood that by reason of the employer-employee relationship between the **AGENCY** and the security guards deployed to the **BANK**, it is the **AGENCY** who is responsible for paying said security guards their 13th month pay, holiday pay, premium pay, overtime pay, service incentive leave conversion, night shift differential pay, allowance, retirement benefit, contributions for SSS, PhilHealth, ECC, Pag-IBIG and such other benefits required by law. Furthermore, the **AGENCY** is likewise

responsible for withholding and remitting any tax due the government from the compensation and other payments of whatever nature as are subject to withholding tax of the deployed security guards.

- D. The **AGENCY** shall maintain efficient and effective discipline over any and all personnel/security guards it may utilize in performing its obligations under this Contract. The **AGENCY** in particular, shall have sole, exclusive and absolute right to (a) assign, suspend, transfer, impose disciplinary measures, or terminate the personnel/security guards deployed in the service of the **BANK**, and (b) approve or deny their application for leave of absence, in accordance with its own policies and code of conduct. In this connection, the **AGENCY** shall appoint a supervisor/head guard who shall, at all times, be responsible for the discipline, supervision, monitoring of the work and control of its personnel/security guards. The **BANK**, however, shall have the right to report to the **AGENCY** and protest any untoward act, negligence, misconduct, malfeasance or nonfeasance of the personnel/security guards deployed in its service. Moreover, the **BANK** reserves the right to call the attention of the **AGENCY** in case of deficient or inefficient results attributable to the performance of the personnel/security guards deployed in its service by the **AGENCY**, and to recommend to the **AGENCY** the appropriate means to rectify such results, including but not limited to, the immediate replacement of the personnel/security guards assigned to undertake the work.

10. WARRANTIES

A. The **AGENCY** hereby represents and warrants that:

- i. it is a corporation duly organized and existing under and by virtue of the laws of the Philippines, and has the corporate power and authority to own and operate its properties and conduct its business as presently being conducted;
- ii. the execution, delivery, and performance of the items and provisions of this Contract and any other documents to be delivered pursuant and/or relevant thereof is within the corporate powers and authority of the **AGENCY**, which has been duly authorized by all necessary corporate actions, and thus, this Contract, when executed, shall be valid and binding upon the **AGENCY** and enforceable in accordance with terms provided herein;
- iii. it conducts its business in accordance with all applicable statutes, laws, regulation, ordinance, rules, judgment, orders, decrees, agreement, or government restrictions in the Philippines necessary for the operation of its business;
- iv. all orders, consents, approvals, or authorizations by any public body, agency, commission, or board necessary for the execution and delivery of this Contract, and any other documents relevant and/or to be delivered pursuant hereto, have been obtained, maintained, and/or complied with by the **AGENCY**;
- v. to the best of its knowledge, there are no actions, suits or proceedings pending or threatened against it before any court or any governmental or administrative body or agency which might result in any material adverse change in its business operations, condition, properties or assets, financial or otherwise;
- vi. it is duly registered as a legitimate contractor with the Department of Labor & Employment ("DOLE"), in compliance with DOLE Department Order No. 18-A, Series of 2011, and has secured the necessary licenses under RA 5487;

- vii. in case its Certificate of Registration with the DOLE as mentioned above has expired, it shall renew its registration in accordance with DOLE Department Order No. 174, Series of 2017;
- viii. it has a Net Financial Contracting Capacity equivalent to the total annual contract or ABC rate. The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
- ix. it is compliant with all the requirements of DOLE Department Order No. 150, Series of 2016; and
- x. that the **AGENCY** has duly paid and discharges all taxes, assessments and such other government charges levied upon or against it, its properties and assets and only to the extent that the same are being contested in good faith and by appropriate proceeding conducted.

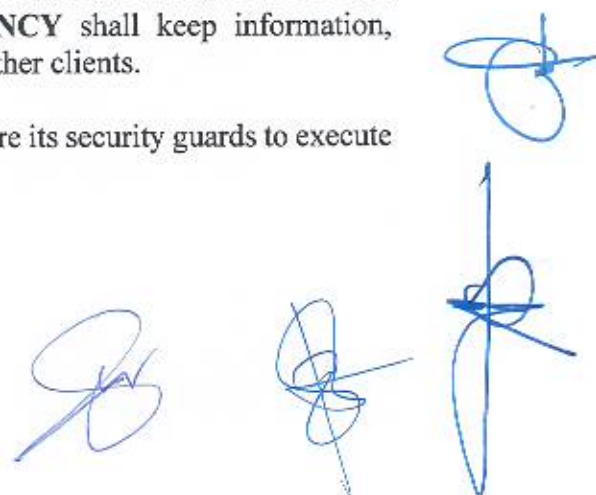
11. PAYMENT

- A. The **AGENCY** shall open a savings or current account with UCPB Savings Bank where payments under this Contract shall be credited.
- B. For and in consideration of the services to be rendered by the **AGENCY** to the **BANK**, the **BANK** shall pay the **AGENCY** the rates per security guard as prescribed in Annex "D" of this contract on a monthly basis and payable within thirty (30) working days from receipt of the service invoice and supported by the daily time records and notarized certification mentioned in Section 7.B. The said contract price is inclusive of a twenty percent (20%) administrative fee and all rates shall be inclusive of all applicable taxes including 12% VAT.
- C. The monthly fee herein provided shall be subject to review on a yearly basis. In case a new decree, law or regulation is promulgated or enacted by the appropriate government body or agency, increasing the Minimum Wage Rate, Workmen's Compensation Allowances, SSS, Pag-ibig and PhilHealth premiums or other wage-related benefit of workers, including security guards, the contract price indicated herein shall be automatically adjusted in accordance with the said new decree, law, regulation, order or issuance. In such case, the **AGENCY** shall notify the **BANK**, in writing, within one (1) week from the effectivity of such increase so that the necessary adjustments shall be effected.

12. CONFIDENTIALITY

The **AGENCY** acknowledges and agrees that all information obtained or disclosed in connection with the performance of this agreement are confidential in nature. Such data or information shall not be divulged by the **AGENCY**, the security guards/personnel deployed in the service of the **BANK** or agents to any third party without the written consent of the **BANK**. Any unauthorized disclosure made by any of the **AGENCY**'s personnel/security guards shall render the **AGENCY** solidary liable with the **BANK** for violation of RA No. 1405 and Bank Secrecy Laws. Furthermore, the **AGENCY** shall keep information, documents and other data of the **BANK** separate from its other clients.

In view of the foregoing, the **AGENCY** undertakes to require its security guards to execute a Non-Disclosure Agreement in relation to this Contract.



13. MISCELLANEOUS

A. The Parties have likewise agreed on the following:

- i. *Data Privacy.* The **AGENCY** shall comply with Republic Act No. 10173 (Data Privacy Act of 2012), and all other applicable laws and regulations of the Republic of the Philippines on data privacy and confidentiality, and shall at all times, treat all data and information provided by the **BANK**, such as but not limited to data on deposits and investments in government securities, as confidential to the **BANK** and will not disclose these to any third party without the **BANK**'s written consent.

The **AGENCY** agrees to reimburse the **BANK** for any fine/claim that the **BANK** shall be required to pay by reason of the **AGENCY**'s, or its directors, officers, employees, and security guards', negligence or breach of its duty to maintain data privacy and confidentiality. In this connection, the **BANK** shall offset against any of the **AGENCY**'s receivables from the **BANK**, any fine/claim paid by the **BANK** due to such negligence or breach, provided that a written notice about such offsetting is given by the **BANK** to the **AGENCY**.

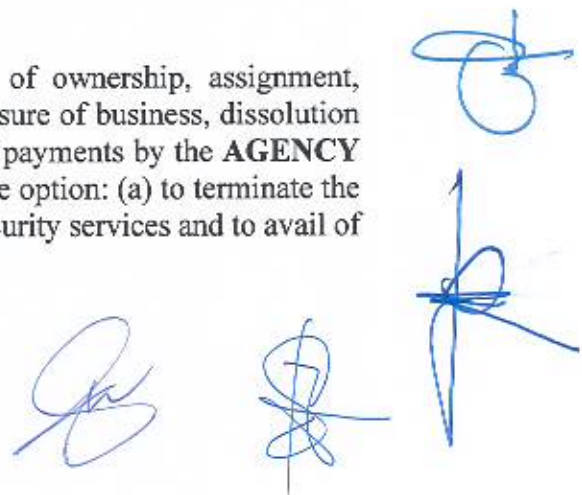
- ii. *Disaster Recovery Plan.* The Parties shall continuously update their respective business continuity plans to cover risks brought by the security services under this Agreement. The Parties shall ensure that each of them establishes and adopts an adequate risk management system.
- iii. *Segregation of Data.* The **AGENCY** shall ensure segregation of the **BANK**'s data from that of the **AGENCY** and its other clients.
- iv. *Audit.* During the term of this Contract, upon 14 days prior written notice and no more than once every 12 months (unless otherwise required by the BSP) the **AGENCY** shall provide the **BANK** access to its information relevant to the performance of security services hereunder. However, such information shall not include information with respect to the **AGENCY**'S overhead costs, personnel payroll and other internal costs.

Upon 14 days prior written notice, the **AGENCY** shall grant internal and external auditors of the **BANK** access to information regarding the outsourced activities/services which they need to fulfill their respective responsibilities.

The **AGENCY** shall grant BSP access to its operations in order to review the same in relation to the outsourced activities/services.

The **AGENCY** shall immediately take the necessary corrective measures to satisfy the findings and recommendations of the BSP examiners and those of the internal and/or external auditors of the **BANK**.

- v. *Levels of Transition.* The **AGENCY** shall ensure that it will provide all the necessary levels of transition if the **BANK** decides to transfer to other service providers or pursue other arrangements.
- vi. *Change of Ownership.* In the event of change of ownership, assignment, attachment of assets, insolvency, receivership, closure of business, dissolution of the **AGENCY** or application for suspension of payments by the **AGENCY** during the term of this Contract, the **BANK** has the option: (a) to terminate the Contract; or (b) to continue to be entitled to the security services and to avail of



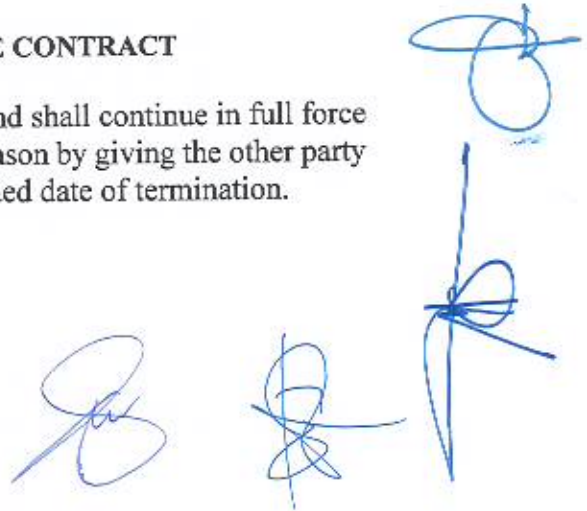
any remedy under the law to ensure such continuity in the **BANK'S** use of the security services, at no additional cost to the **BANK** except those due herein. The foregoing obligation of the **AGENCY** shall extend to any of its successors, assigns or duly appointed receiver.

In addition to the above rights, the **BANK** shall have the right to pursue and exhaust all other means provided by law to ensure that its operations covered by the **AGENCY'S** security services will not be impaired or prejudiced.

- B. This Contract shall be governed by, construed and interpreted in accordance with the laws of the Republic of the Philippines. Any question or issue raised by the parties on this Contract shall, however, be settled amicably between them. Should amicable settlement not be possible, either party may resort to court or legal action before the proper courts of Manila City, to the exclusion of all other venues. An amount representing twenty-five percent (25%) of the amount claimed shall be paid by the losing party to the winning party as attorney's fees.
- C. This Contract, including its annexes and/or attachment/s, contains the entire agreement between the parties, and neither party has relied on any prior or contemporaneous representation, either oral or written, that is not contained in this Contract.
- D. This Contract cannot be deemed modified or amended unless such modification is in writing and signed by both parties, particularly the party against whom enforcement of such modification is sought.
- E. If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- F. This Contract shall not impair or impede the right of the **BANK** to enter into a similar contract with other security agencies.
- G. No waiver of any right arising from this Contract shall be effective unless and until the same is in writing and signed by the party waiving such right. In particular, no waiver by either Party, or failure by either Party to require strict compliance by the other Party with any of the terms and conditions of this Contract, or other forbearance or indulgence granted or shown to the one Party by the other Party or any practice between them, shall release, discharge or in any manner affect or prejudice the right of a Party at any subsequent time to require strict and full compliance by the other Party with any or all of the provisions of this Contract. Moreover, no waiver of any breach of the Contract shall be deemed to be a waiver of any other or subsequent breach. Any waiver of right shall be effective only in the specific instance and for the special purpose for which the waiver is given.
- H. This Contract shall be binding upon the respective successors-in-interest, executors, administrators, representatives and assigns of the parties hereto. The **AGENCY**, however, may not assign or subcontract this Contract or any portion of the jobs specified herein without the prior written consent of **BANK**.

14. DURATION AND GROUNDS FOR TERMINATION OF THE CONTRACT

- A. This Contract shall take effect upon signing of contract and shall continue in full force and effect until terminated by either party for whatever reason by giving the other party a written notice at least thirty (30) days prior to the intended date of termination.

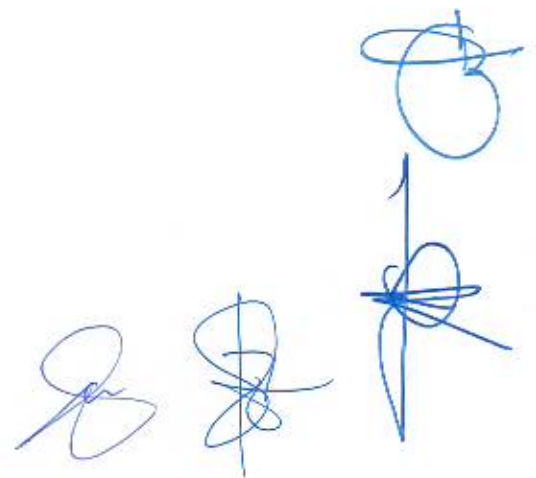
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B. However, the BANK may immediately terminate this Contract by written notice in case of the AGENCY's change of ownership, assignment, attachment of assets, or when it becomes a party to a petition for insolvency or receivership. In such event, the AGENCY shall provide the BANK the necessary assistance for the proper turnover of its functions/services.

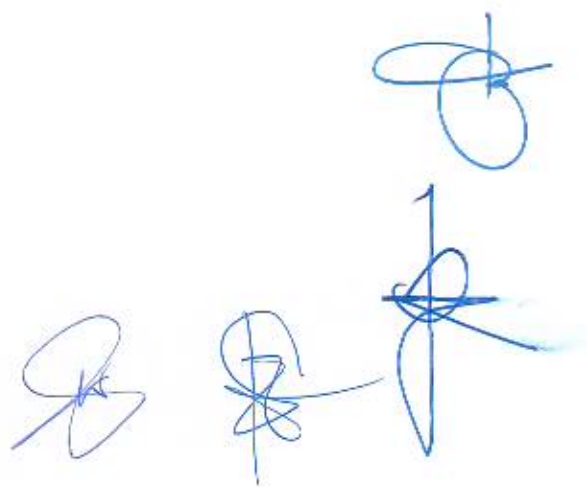
C. Furthermore, the BANK or the AGENCY shall have the right to cancel the contract by contractual notice of dismissal or extraordinary notice of cancellation if so required by the Bangko Sentral ng Pilipinas (BSP).

BRANCH/LOCATION	AREA	TYPE	SERVICES	REQD. HEAD COUNT	TOTAL MONTHLY RATE	12% VAT	EFFECTIVE MONTHLY BILL
HEAD OFFICE							
Head Office	National Capital Region	Head Office	Security Guard	3		-	-
Kalayaan Ext. Office		Extension Office	Security Guard	3		-	-
LUZON AREA							
Alabang	National Capital Region	Full Branch	Security Guard	2		-	-
Kalayaan		Full Branch	Security Guard	2		-	-
Rizal Avenue		Full Branch	Security Guard	2		-	-
Bonave		Full Branch	Security Guard	2		-	-
Mabalacat	Central Luzon	Full Branch	Security Guard	2		-	-
Malolos		Branch Lite	Security Guard	2		-	-
Orion Branch Lite		Full Branch	Security Guard	2		-	-
Rizal Nueva Ecija		Full Branch	Security Guard	2		-	-
San Jose Del Monte		Full Branch	Security Guard	2		-	-
Sta. Ignacia		Full Branch	Security Guard	2		-	-
Tarlac Warehouse		Warehouse	Security Guard	2		-	-
Balac		Ilocos Region	Full Branch	Security Guard	2		-
Bacnotan	Full Branch		Security Guard	2		-	-
Lingayen	Full Branch		Security Guard	2		-	-
La Trinidad	Cordillera Region	Full Branch	Security Guard	2		-	-
Alfonso	CALABARZON	Full Branch	Security Guard	2		-	-
Atimonan		Full Branch	Security Guard	2		-	-
Calauag		Full Branch	Security Guard	2		-	-
San Jose-Batangas		Full Branch	Security Guard	2		-	-
Sta. Rosa		Full Branch	Security Guard	2		-	-
Tanay		Full Branch	Security Guard	2		-	-
Tanza		Full Branch	Security Guard	2		-	-
Tayabas		Full Branch	Security Guard	2		-	-
Tiaong		Full Branch	Security Guard	2		-	-
Lucban		Full Branch	Security Guard	2		-	-
Morong		Full Branch	Security Guard	2		-	-
Nagcarlan		Full Branch	Security Guard	2		-	-
Alaminos	Cagayan Valley	Full Branch	Security Guard	2		-	-
Iligan		Full Branch	Security Guard	2		-	-
Caramoran	Bicol Region	Full Branch	Security Guard	2		-	-
Daraga		Full Branch	Security Guard	2		-	-
Goa		Full Branch	Security Guard	2		-	-
Libmanan		Full Branch	Security Guard	2		-	-
Pili	Mimaropa	Full Branch	Security Guard	2		-	-
Calapan		Full Branch	Security Guard	2		-	-
Puerto Princesa		Full Branch	Security Guard	2		-	-
Sablayan		Full Branch	Security Guard	2		-	-
VISAYAS AREA							
Naga Cebu	Central Visayas	Full Branch	Security Guard	2		-	-
Tuburan		Full Branch	Security Guard	2		-	-
Bacolod	Western Visayas	Full Branch	Security Guard	2		-	-
Escalante		Full Branch	Security Guard	2		-	-
Iloilo		Full Branch	Security Guard	2		-	-
La Castellana		Full Branch	Security Guard	2		-	-
Numancia	Eastern Visayas	Full Branch	Security Guard	2		-	-
Borongan		Full Branch	Security Guard	2		-	-
Gandara		Full Branch	Security Guard	2		-	-
Ormoc		Full Branch	Security Guard	2		-	-
Palo		Full Branch	Security Guard	2		-	-
Sogod		Full Branch	Security Guard	2		-	-
MINDANAO AREA							
Aloran	Northern Mindanao	Full Branch	Security Guard	2		-	-
Bulua		Full Branch	Security Guard	2		-	-
Butuan		Lending Office	Security Guard	1		-	-
Malaybalay		Lending Office	Security Guard	1		-	-
Cagayan de Oro		Full Branch	Security Guard	1		-	-
		Regional Office	Security Guard	1		-	-
		Lending Branch	Security Guard	2		-	-
Lapasan	Southern Mindanao	Branch	Security Guard	1		-	-
Davao		Full Branch	Security Guard	2		-	-
Tagum	Zamboanga Peninsula	Full Branch	Security Guard	2		-	-
Dipolog		Full Branch	Security Guard	2		-	-
Kabasalan		Lending Office	Security Guard	1		-	-
Sindangan		Lending Office	Security Guard	1		-	-
Zamboanga	Soccsksargen	Full Branch	Security Guard	2		-	-
Glan		Full Branch	Security Guard	2		-	-
Lamitan	BARMM	Full Branch	Security Guard	2		-	-
SUB-TOTAL HEAD COUNT				139	-	-	-
					G/TOTAL MONTHLY RATE	TOTAL MONTHLY 12% VAT	TOTAL EFFECTIVE MONTHLY BILL

DETAILS	AMOUNT
TOTAL COMPUTED MANPOWER DEPLOYMENT RATE	
CONTINGENCY PLANS	
INSURANCES	
COMPUTED MONTHLY EXPENSES	
12% VAT	
TOTAL COMPUTED MONTHLY EXPENSES	
TOTAL COMPUTED ANNUAL EXPENSES	

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***Section VIII. Checklist of Technical and
Financial Documents***

Three handwritten signatures in blue ink are located in the bottom right corner of the page. The signatures are stylized and appear to be written in a cursive or script font. The first signature is on the left, the second is in the middle, and the third is on the right, slightly higher than the others.

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).

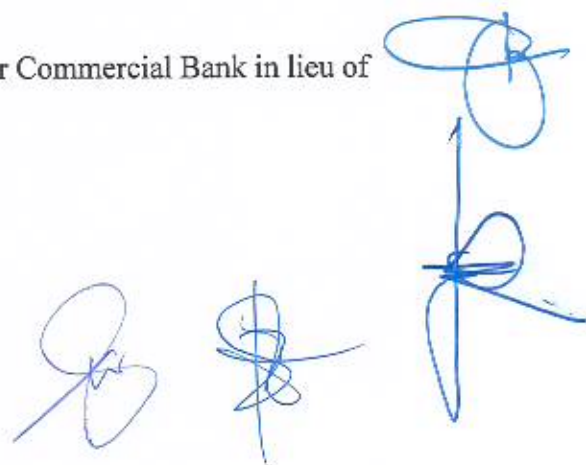
Technical Documents

- ☐ (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



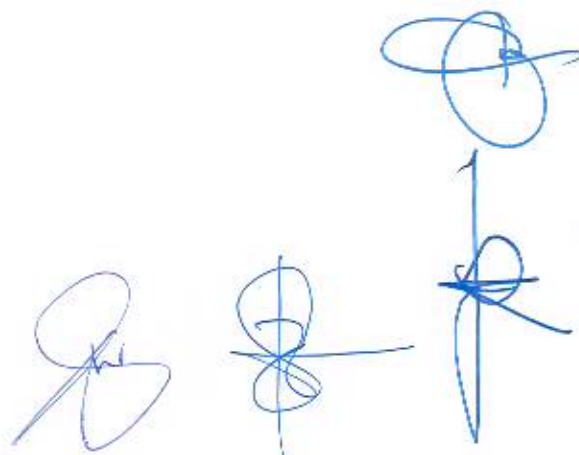
- ☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

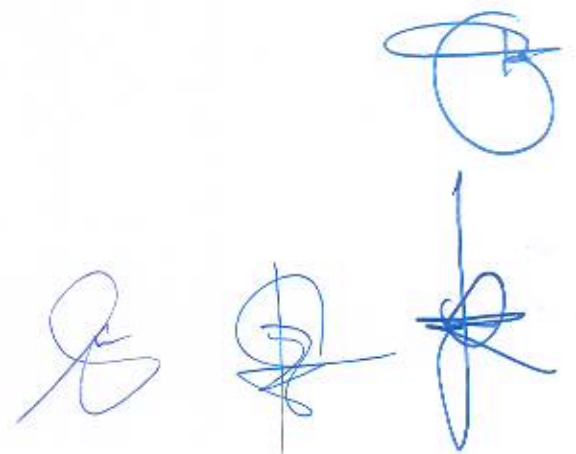
- ☐ (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (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).

Three handwritten signatures in blue ink, arranged horizontally. The first signature is on the left, the second is in the middle, and the third is on the right. Each signature is a stylized, cursive representation of a name.

Section IX. Bidding Forms

Three handwritten signatures in blue ink are located in the bottom right corner of the page. The signatures are stylized and appear to be written in a cursive or script font. They are arranged in a slightly diagonal line from bottom-left to top-right.

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")]

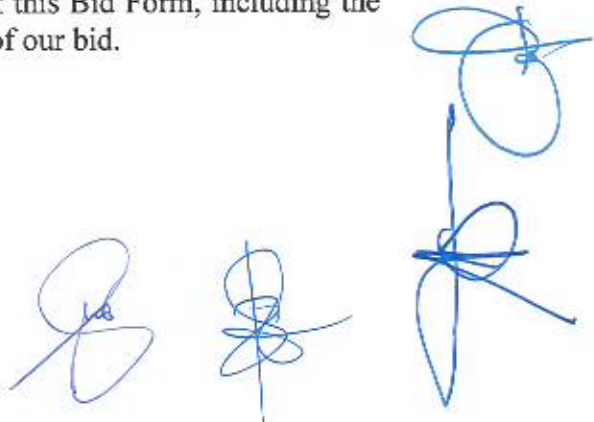
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

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

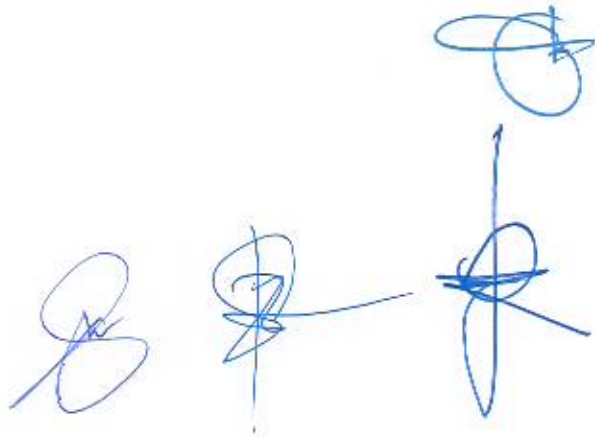
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

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: _____

Three handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized 'B' with a horizontal line. The second signature is a stylized 'S' with a horizontal line. The third signature is a stylized 'K' with a horizontal line.

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:

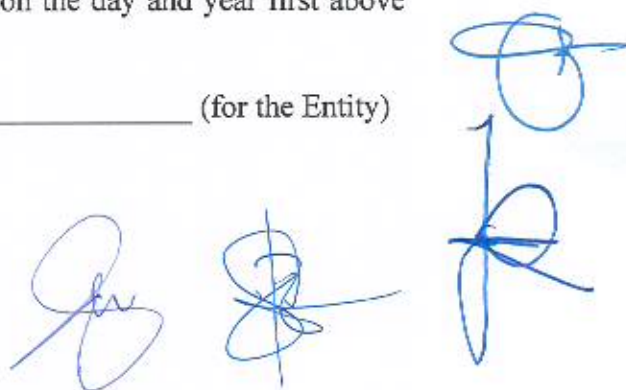
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a) The Supplier' Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - b) Schedule of Requirements;
 - c) Technical Specifications;
 - d) General Conditions of Contract;
 - e) Special Conditions of Contract;
 - f) Performance Security; and
 - g) Entity's Notice of Award.
 - h) 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 payments to be made by the Entity to the Supplier as hereafter mentioned, the Supplier hereby covenants with Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the goods and services and the remedying of defects therein, The Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
5. Notwithstanding any provision in the General and Special Conditions of Contract, the UCPBS may pre-terminate this Contract subject to a notice to the Supplier within thirty (30) days prior to the effective date of pre-termination.
6. UCPBS shall have the right to assign its rights and liabilities under this Contract subject only to a notice to the Supplier.

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.

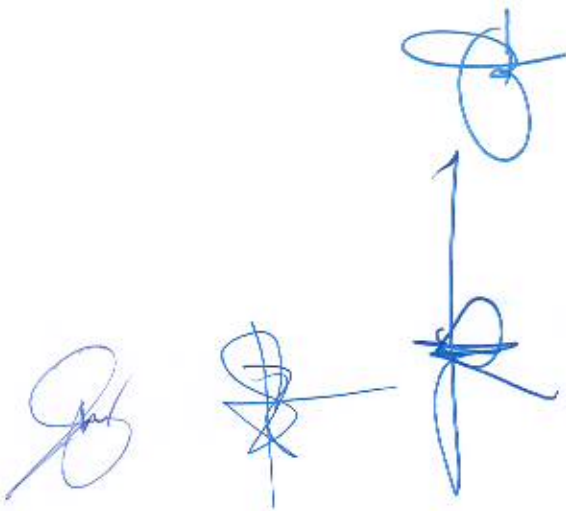
Signed, sealed and delivered by _____ the _____ (for the Entity)



Signed, sealed and delivered by _____ the _____ (for the Contractor)

Acknowledgment

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

Three handwritten signatures in blue ink are located at the bottom right of the page. The signatures are stylized and appear to be written in a cursive or semi-cursive script. The first signature is on the left, the second is in the middle, and the third is on the right, slightly higher than the others.

Bid Form# _____ Omnibus Sworn Statement

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)];

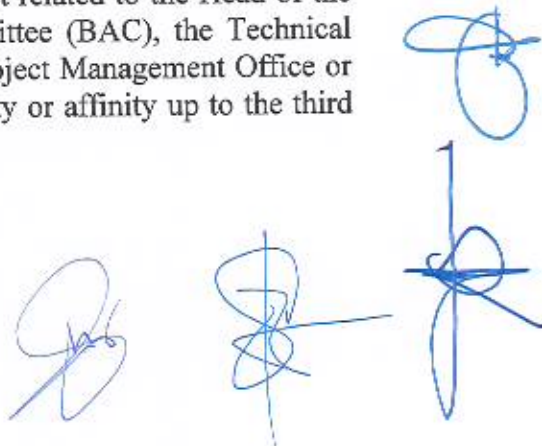
3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government 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.**

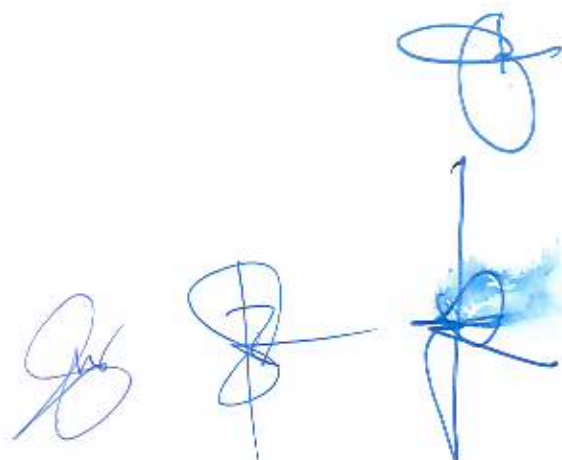
IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

[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 Form# _____ Secretary's Certificate

I, _____, a duly elected and qualified Corporate Secretary of [Name of Bidder], a corporation duly organized and existing under and by virtue of the law of the PHILIPPINES, DO HERBY CERTIFY that:

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

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

"RESOLVED, that (*Name of Bidder*), as it hereby is/are, authorized to participate in the bidding of (*Name of the Project*), and that if awarded the project shall enter into a contract with the UCPB Savings, Inc.; and in connection therewith hereby appoint (*Name of Representative/s*), acting as duly authorized and designated representatives of [Name of Bidder], is/are granted full power and authority to do effectively as the (*Designation of the Representative/s*) might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

Name of Representatives	Designation	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

RESOLVED FURTHER THAT, the [Name of Bidder] hereby authorizes its representative/s to:

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____, Philippines.

CORPORATE SECRETARY

SUBSCRIBED AND SWORN to before me this _____ at _____, Metro Manila, affiant exhibiting to me his respective [Government Issued ID] with expiry date on _____.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2022

Bid Form# _____ Bid Securing Declaration Form

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:

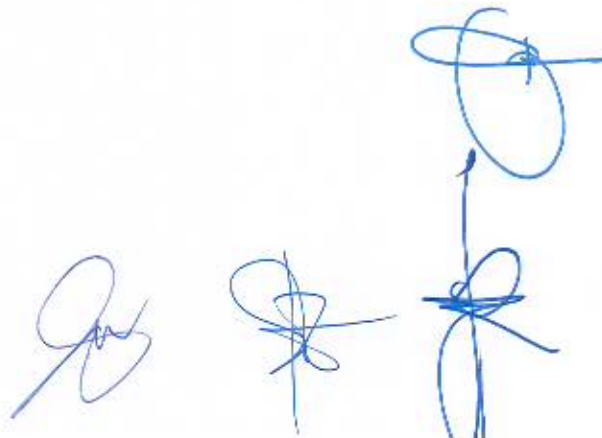
1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of 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]



Bid Form#_____ Statement of all Ongoing Contracts

Statement of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Owners Name Address Telephone nos.	Nature of Work	Bidders Role		Date Awarded Date Started Date of Completion	% Accomplishment	
			Description	%		Planned	Actual
Government							
Private							
						Total Cost	

Note: This statement will be verified during the Post Qualification Stage through any of the following evidence not limited to:

Notice of Award and/or Contract/ Purchase Order

Official Receipt/ Sales Invoice

Notice to Proceed issued by the owner

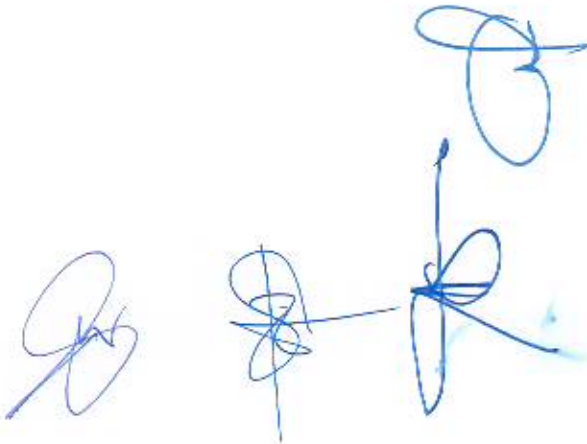
Certificate of Accomplishment signed by the owner or authorized representative

Verification with the clients

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date



Bid Form# _____ Statement of Single Largest Completed Contract

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that (Company)_____ has following completed contracts for the period of CY 2019 – 2022

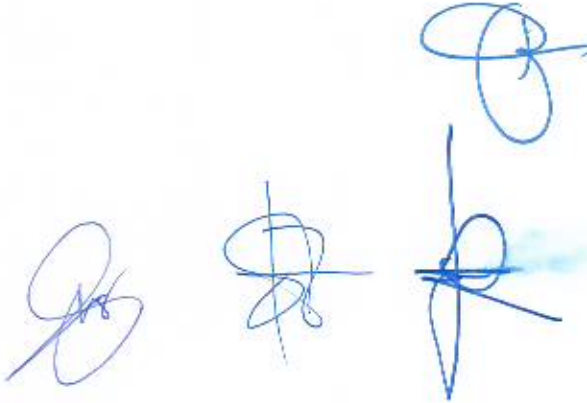
Date of the Contract	Contracting Party	Name of Contract	Amount of Contract	Date of Delivery/End-User's Acceptance	Date of Official Receipt

Note: This statement will be verified during the Post Qualification Stage through any of the following evidence not limited to:
Notice of Award and/or Contract/ Purchase Order
Official Receipt/ Sales Invoice
Notice to Proceed issued by the owner
Certificate of Accomplishment signed by the owner or authorized representative
Verification with the clients

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date

Three blue ink signatures are present at the bottom right of the page. The first signature is a cursive 'S' followed by a horizontal line. The second signature is a cursive 'S' followed by a horizontal line. The third signature is a cursive 'S' followed by a horizontal line.

NET FINANCIAL CONTRACTING CAPACITY (NFCC) STATEMENT

Summary of the bidder assets and liabilities on the basis of the income tax return and audited financial statement stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collection agent, for the immediately preceding year. The computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

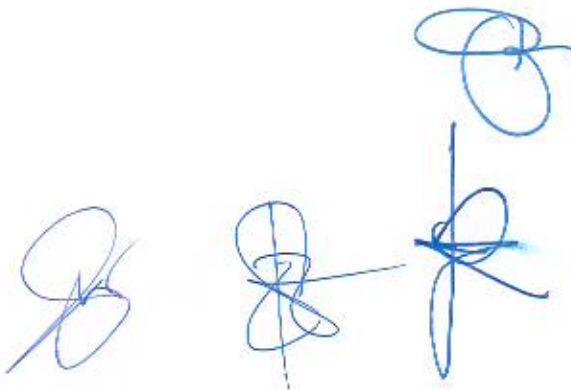
NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-total	
Multiplied by 15	
Sub-total	
Minus: Value of outstanding contracts	
NCFF	

Signature over printed name of Company Authorized Representative

Name and Designation (in print)

Date



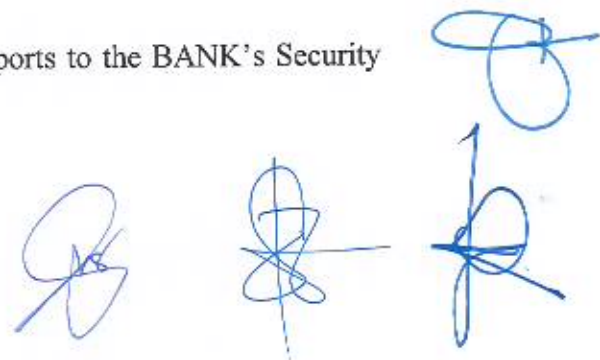
*Procurement of One (1) Year Third-Party Security Service for All UCPB Savings
Branches and Offices Nationwide
(ITB-GSD-009-14-07-2023)*

POSTING OF SECURITY GUARDS

- A. The **AGENCY** shall ensure the posting of at least two (2) security guards at each Business Center and offices of the **BANK** one (1) hour before the start of banking hours. In this regard, the **AGENCY** shall maintain three (3) standby guards for Metro Manila and/or each province, to include one (1) guard in each field office, who shall fill in for the absent guard in case of last-minute absences. The list of UCPB Savings Bank Business Centers and field offices are attached hereto as Annex "A". It is, however, understood that Business Centers that the **BANK** may establish in the future or those relocated to another area shall be covered by this Contract.
- B. The **AGENCY** shall ensure that its assigned guards for the Business Centers will inform the **AGENCY** of the absence of the said guard, and the **AGENCY** shall immediately send a replacement not later than thirty (30) minutes before the start of the Business Center's banking hours. The **AGENCY** shall be responsible for ensuring that its assigned guards will report to the Business Centers at the designated time and for making the necessary arrangements to replace the absent guards, without any cost or expense on the part of the **BANK**.
- C. The **AGENCY** shall not relieve or replace any security guard assigned to the **BANK** without written clearance from the **BANK's** Security Department.
- D. The **BANK** may, at any time and with or without cause, request the **AGENCY** to increase or decrease the security complement, provided that the **AGENCY** is given a twenty-four (24) hour notice within which to comply. Such request by the **BANK** must be made in writing.
- E. The **BANK** has the option to request the **AGENCY** for additional security services, such as having security guards assigned as roving patrol who shall conduct inspection particularly during night time, weekend, holidays where bank premises are closed and for special operations and surveillance where mobile security personnel is needed. In which case the **AGENCY** shall provide the needed vehicle and a pre-agreed roving patrol contract rate shall be charged.
- F. The **AGENCY** shall reshuffle or rotate security guards yearly (50% for the first six (6) months, and the other 50% for the remaining months of the year) for each Business Center. In this regard, the **AGENCY** shall submit to the **BANK's** Security Department a schedule of rotation of guards, at least fifteen (15) days prior to its effectivity.
- G. The **BANK** reserves the right to raise or reduce at a given notice, the number of premises and properties secured by this Contract with the **AGENCY**, or the number of guards needed to be assigned at the Head Office or Business Centers. Any request for the reduction or increase in the number of premises, properties and guards shall be in writing and shall form an integral part of this Contract.

OBLIGATIONS OF THE AGENCY TO THE BANK

- C. The **AGENCY** shall regularly submit the following reports to the **BANK's** Security Department:



- i. Weekly Inspection report on Business Centers;
- ii. Daily Roving Patrol Report;
- iii. Guard Rotation Schedule every six (6) months;
- iv. Report on security guards training who failed in performance Evaluation Rating (PER);

D. The **AGENCY** shall submit to the **BANK**, every month, a notarized certification stating that the security guards deployed to the **BANK** have been paid their wages and other benefits required by law and that employee contributions, i.e. SSS, ECC, Pag-IBIG and PhilHealth, have been remitted to the appropriate agencies.

BRANCH/LOCATION	AREA	TYPE	SERVICES	REQD. HEAD COUNT	TOTAL MONTHLY RATE	12% VAT	EFFECTIVE MONTHLY BILL	
HEAD OFFICE								
Head Office	National Capital Region	Head Office	Security Guard	3		-	-	
Kalayaan Ext. Office		Extension Office	Security Guard	3		-	-	
LUZON AREA								
Alabang	National Capital Region	Full Branch	Security Guard	2		-	-	
Kalayaan		Full Branch	Security Guard	2		-	-	
Rizal Avenue		Full Branch	Security Guard	2		-	-	
Banawe		Full Branch	Security Guard	2		-	-	
Mabalacat	Central Luzon	Full Branch	Security Guard	2		-	-	
Malolos		Branch Lite	Security Guard	2		-	-	
Orion Branch Lite		Full Branch	Security Guard	2		-	-	
Rizal Nueva Ecija		Full Branch	Security Guard	2		-	-	
San Jose Del Monte		Full Branch	Security Guard	2		-	-	
Sta. Ignacia		Full Branch	Security Guard	2		-	-	
Tarlac Warehouse		Warehouse	Security Guard	2		-	-	
Batac		Ilocos Region	Full Branch	Security Guard	2		-	-
Bacnalan	Full Branch		Security Guard	2		-	-	
Lingayen	Full Branch		Security Guard	2		-	-	
La Trinidad	Cordillera Region	Full Branch	Security Guard	2		-	-	
Alfonso	CALABARZON	Full Branch	Security Guard	2		-	-	
Alimanan		Full Branch	Security Guard	2		-	-	
Calauag		Full Branch	Security Guard	2		-	-	
San Jose-Batangas		Full Branch	Security Guard	2		-	-	
Sta. Rosa		Full Branch	Security Guard	2		-	-	
Tanay		Full Branch	Security Guard	2		-	-	
Tanza		Full Branch	Security Guard	2		-	-	
Tayabas		Full Branch	Security Guard	2		-	-	
Taang		Full Branch	Security Guard	2		-	-	
Lucban		Full Branch	Security Guard	2		-	-	
Morong		Full Branch	Security Guard	2		-	-	
Nagcarlan		Full Branch	Security Guard	2		-	-	
Alaminas		Full Branch	Security Guard	2		-	-	
Iligan	Cagayan Valley	Full Branch	Security Guard	2		-	-	
Caramoan	Bicol Region	Full Branch	Security Guard	2		-	-	
Daraga		Full Branch	Security Guard	2		-	-	
Goa		Full Branch	Security Guard	2		-	-	
Umanan		Full Branch	Security Guard	2		-	-	
Pili	Mimaropa	Full Branch	Security Guard	2		-	-	
Calapan		Full Branch	Security Guard	2		-	-	
Puerto Princesa		Full Branch	Security Guard	2		-	-	
Sablayan		Full Branch	Security Guard	2		-	-	
VISAYAS AREA								
Naga Cebu	Central Visayas	Full Branch	Security Guard	2		-	-	
Tuburan	Western Visayas	Full Branch	Security Guard	2		-	-	
Bacolod		Full Branch	Security Guard	2		-	-	
Escalante		Full Branch	Security Guard	2		-	-	
Iloilo		Full Branch	Security Guard	2		-	-	
La Castellana	Eastern Visayas	Full Branch	Security Guard	2		-	-	
Numancia		Full Branch	Security Guard	2		-	-	
Barangay		Full Branch	Security Guard	2		-	-	
Gandara		Full Branch	Security Guard	2		-	-	
Ormoc		Full Branch	Security Guard	2		-	-	
Palo		Full Branch	Security Guard	2		-	-	
Sogod		Full Branch	Security Guard	2		-	-	
MINDANAO AREA								
Aloran	Northern Mindanao	Full Branch	Security Guard	2		-	-	
Bulua		Full Branch	Security Guard	2		-	-	
Butuan		Lending Office	Security Guard	1		-	-	
Malaybalay		Lending Office	Security Guard	1		-	-	
Cagayan de Oro		Full Branch	Security Guard	1		-	-	
		Regional Office	Security Guard	1		-	-	
Lapasan		Lending Branch	Security Guard	2		-	-	
Davao	Southern Mindanao	Full Branch	Security Guard	2		-	-	
Tagum		Full Branch	Security Guard	2		-	-	
Dipolog	Zamboanga Peninsula	Full Branch	Security Guard	2		-	-	
Kabasalan		Full Branch	Security Guard	2		-	-	
Sindangan		Lending Office	Security Guard	1		-	-	
Zamboanga		Lending Office	Security Guard	1		-	-	
Glan	Socsksargen	Full Branch	Security Guard	2		-	-	
Lamitan	BARMM	Full Branch	Security Guard	2		-	-	
SUB-TOTAL HEAD COUNT				139	-	-	-	
					G/TOTAL MONTHLY RATE	TOTAL MONTHLY 12% VAT	TOTAL EFFECTIVE MONTHLY BILL	

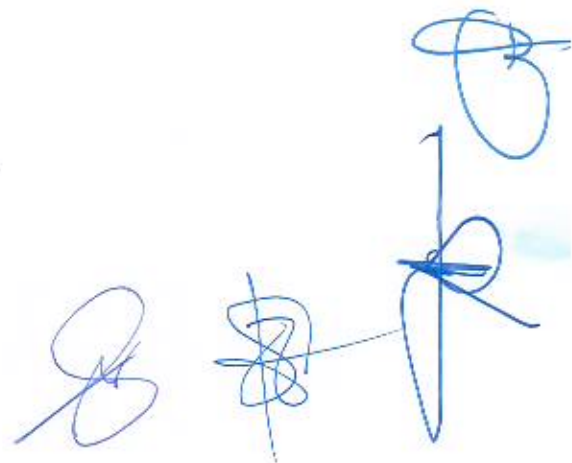
I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date

Three handwritten signatures in blue ink are located in the bottom right corner of the page. The signatures are stylized and appear to be written in a cursive or semi-cursive script. They are arranged in a slightly diagonal line from bottom-left to top-right.

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

INSTRUCTIONS:

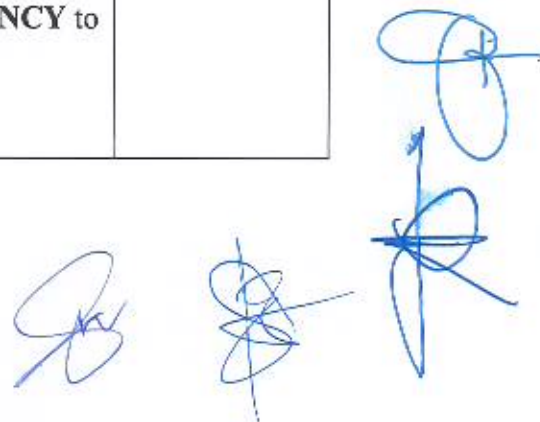
The bidder must state in the last column opposite each parameter and required specifications either “Comply” or “Not Comply”. All pages shall be properly signed. Bidders must state here either “Comply or “Not Comply” against each individual parameters of each requirements. Statements of “Comply or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance of the supporting evidence that is found to be false either during Bid Evaluation, post evaluation, or the execution of the Contract may be regarded as fraudulent and render the Bidder or Supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

Technical Specifications

Procurement of One (1) Year Third-Party Security Services for all UCPB Savings Branches and Offices Nationwide (ITB-GSD-009-14-07-2023)

Item	Specification	Statement of Compliance
	General Requirements: Refer Annex “A”, “B” and “C”	
I.	Qualifications	
	<p>Specific experience of the One-Year Third Party Security Services for all UCPB Savings Branches and Offices Nationwide relevant to the assignment</p> <p>At least FIVE (5) years continuous experience in the business of servicing Securty Service all throughout the Philippines, and must have an established network of operation in the area:Luzon, Visayas, or Mindanao, that they will service, including its remote areas and islands.</p> <p>And TWO (2) years of continuous experience with any financial institutions.</p>	
	SCOPE OF WORKS	
	<p>1. SCOPE OF SERVICES</p> <p>Supply of manpower, tools, equipment, consumables, and supervision required for the implementation of one year security services for all UCPB Savings Branches and Offices nationwide.</p> <p>A. The AGENCY shall provide the following security services to the Bank:</p> <p>I. roving inspectors;</p>	

	<p>II. 24/7 security to designated business centers/offices/acquired assets; and</p> <p>III. Increase in and heightened security, which may include additional personnel, upon request of the BANK due to security threats, renovation/construction works on existing or additional business centers/offices/properties.</p> <p>B. Furthermore, as part of the contracted security services, the security guards shall:</p> <ul style="list-style-type: none"> i. inspect the belongings/hand-carried items of those persons who enter the Bank premises/Business Center by the use of metal detectors; ii. require all who enters the Bank premises to deposit their firearms, if any, prior to going inside; iii. secure the perimeter area of the Bank premises/Business Centers one (1) hour before the start of banking hours and after banking hours until closing of the premises; iv. implement the non-use of cellular phones, two-way radios, sun-glasses and caps by those persons inside the Bank premises/Business Centers; v. closely monitor persons who enter the Bank premises/Business Centers and courteously approach/verify the identity of those person/s who stay too long inside the Bank premises/ Business Centers without any transaction; and vi. Preserve as confidential information all data and information related to the BANK's activities, employees, officers, clients, customers, and suppliers and to prevent disclosure of such confidential information. 	
II.	<p>1. SECURITY GUARDS</p> <p>A. The AGENCY shall provide qualified, trained, experienced, uniformed and duly licensed armed security guards/ with the following qualifications:</p> <ul style="list-style-type: none"> i. Filipino citizen; ii. at least a high school graduate; iii. preferably ex-military / police service man with no derogatory record; iv. physically and mentally fit and mature; v. at least 21 years old but not more than 50 years old; vi. good physique and at least 5 feet 5 inches in height; vii. no less than 120 lbs. in weight; viii. must have passed a drug and psychological evaluation for the current year, with a certificate to the effect duly submitted by the AGENCY to the bank; ix. with no derogatory record; x. of good moral character; 	



	<p>xi. must be courteous respectful, alert, and neat; and</p> <p>xii. Properly screened by the PNP and NBI, as evidenced by the clearances issued by the appropriate government agency.</p> <p>B. The AGENCY shall ensure the conduct of an in-service training, at the Bank Security Management Association (BSMA) Training Center for Bank Security, and firearms marksmanship using the respective branch assigned firearms and ammunition at least once a year and shall submit to the BANK a Certification of Completion enumerating the name of the guards who participated therein. Any training additionally required by the BANK, apart from those required by the PNP, shall be for the account of the BANK.</p> <p>C. The AGENCY hereby guarantees that the security guards assigned to the BANK shall undergo a yearly physical and neuro-psychiatric examination, and drug testing, and that the said security guards have passed the same, for which a certificate to this effect must be provided by the AGENCY to the BANK. Expenses for such tests shall be shouldered by the AGENCY.</p>	
	<p>2. FIREARMS, AMMUNITION, HANDHELD RADIO AND OTHER EQUIPMENT</p> <p>The AGENCY shall provide, at its own expense, the necessary firearms and ammunition to all posted security guards, as well as, other devices and equipment as may be required to serve the security requirements of the BANK. As required by Department Order 150, Series of 2016, the AGENCY shall at least provide one (1) handgun and one (1) shotgun for every two (2) security guards. In no case shall a security guard be posted without a firearm unless required by the client. The AGENCY shall likewise provide handheld radios to the deployed security guards.</p>	
	<p>3. ALERT RESPONSE PROTOCOL</p> <p>A. The AGENCY must be able to respond to any alarm situation on a twenty-four (24) hours and seven (7) days a week basis as provided for in the BANK's Standard Operating Procedure on cases of Business Center's Alarm, a copy of which is hereto attached as Annex "B".</p> <p>B. In case of robbery, theft, arson, vandalism, and such other crimes against the BANK, its officers, employees or clients, the AGENCY shall submit to the BANK an incident report within twenty-four (24) hours, and an investigation report within five (5) calendar days from</p>	

	<p>the incident.</p> <p>C. The AGENCY, through its designated representative or supervisor, shall coordinate with the BANK's in-house security officer to ensure effective coordination and implementation of all security measures adopted by the BANK, especially in high alert situations. The representative of the BANK and the AGENCY shall have a regular monthly meeting to discuss problems and suggest recommendations to further improve the AGENCY'S security service. Both the BANK and the AGENCY shall establish and maintain effective liaison with the nearest police/substation or precinct to always ensure a positive response at all times.</p>	
	<p>4. ASSUMED LIABILITIES OF THE AGENCY</p> <p>A. The AGENCY hereby warrants to hold the BANK free and harmless from any liability arising from the performance or breach of its obligations under this Contract in connection with any accident that may befall the AGENCY's personnel/security guards or third persons on account of the acts committed by its personnel/security guards while performing their duties at the BANK's premises/Business Centers, as well as, for any other monetary claims which the AGENCY personnel/guards may file against the BANK.</p> <p>B. The AGENCY shall answer directly to the BANK for the cost of any harm, damage or loss caused to the BANK's properties/premises, personnel, officers, clients or third persons for which the BANK is responsible, arising out of or in connection with and/or attributable to the negligence, dishonesty, fraud or any willful or criminal act, or omission of the AGENCY's personnel/security guard. For its reference, any loss, damage, or cost referred to herein shall be made known, in writing, to the AGENCY or the occurrence of the incident or events that caused or gave rise to the cost, harm, damage or loss referred to this paragraph. It is hereby agreed and understood that neither the BANK nor the AGENCY shall be liable for loss, damage, or harm due to fortuitous events or force majeure.</p> <p>C. In case the BANK should be sued by any employee, person or any government office or agency as an alleged employer of the AGENCY's security guards/personnel, this paragraph notwithstanding, the AGENCY shall assist the BANK in defending itself and hereby holds the BANK free and harmless against any judgment which may be rendered against the BANK. This obligation of the AGENCY shall subsist even beyond the lifetime of this Contract.</p> <p>D. The AGENCY shall ensure that the BANK is protected</p>	

against damage or liability arising out of or in relation to this Contract by obtaining in favor of the **BANK** a Surety Bond and Comprehensive General Liability Insurance:

- i. Surety Bond - The **AGENCY** hereby binds itself to secure a Surety Bond in the amount equivalent to 30% of the total annual contract or ABC rate from any duly accredited and reputable insurance company acceptable to the **BANK**, with the **BANK** as its beneficiary. The **AGENCY** shall submit the Surety Bond in favor of the **BANK** within five (5) days after signing of this Contract. The bond shall be answerable for any of the following liabilities:
 - The payment of the wages of the personnel deployed in the service of the **BANK**, any deficiency and all the benefits due to said personnel under the existing laws and regulations;
 - Answer for any claim, which may be made against the **BANK** by the employees and/or security guards of the **AGENCY** on the theory that the **BANK** is the employer of the said employees and/or security guards;
 - Any loss or damage suffered by the **BANK** or its personnel or officers on account of or by reason of any criminal act or willful act, omission, fraud, negligence, or malfeasance by any of the **AGENCY**'s personnel and guards under this Contract;
 - Any claim by a third party against the **BANK** arising from or attributable to any criminal act or, omission, fraud, misconduct, or negligence of the **AGENCY** or its personnel and guards under this Contract; and,
 - Any loss or damage suffered by the **BANK** as a result of, or on account of any breach by the **AGENCY** of any of the provisions of this Contract.
- ii. Comprehensive General Liability Insurance – The **AGENCY** hereby binds itself to secure a Comprehensive General Liability Insurance (CGLI) equivalent to ONE MILLION PESOS (Php1,000,000.00) from any reputable insurance company to secure and compensate the **BANK**, its officers and employees for bodily injury including death and/or property damage due to negligence committed by the **AGENCY**, its security guards/ personnel.
- iii. The **BANK** has right to claim directly against the **AGENCY** instead of first executing against the Surety Bond and/or the CGLI.
- iv. The **AGENCY** shall reimburse the **BANK** immediately

upon receipt of a demand when the Surety Bond and/or CGLI are not sufficient to cover any valid claims the **BANK** may have against the **AGENCY**. However, if the **AGENCY** fails to reimburse the **BANK** despite receipt of such demand, the **AGENCY** hereby expressly authorizes the **BANK** to deduct the claims due, without need of further demand or any act or deed, against any money belonging to or owned by the **AGENCY**, which are now or may hereafter be in the possession of the **BANK** or any of its subsidiaries and affiliates. The **BANK** has a right to withhold or set-off payments due to the **AGENCY** against its claims under this Contract.

- v. Subject to the limitations of law, the **BANK** shall enjoy and exercise preferential lien on bank deposits and properties of the **AGENCY** accordingly upon failure of the **AGENCY** to pay or reimburse the **BANK** for any claims due. Hence, the **BANK** is fully authorized and empowered to take the appropriate legal action to garnish the **AGENCY**'s bank deposits and sell its properties at the public auction or private sale, and to apply the proceeds thereof in payment of the **AGENCY**'s unpaid obligation and expenses of sale, provided however, that any excess shall be turned over to the **AGENCY**.

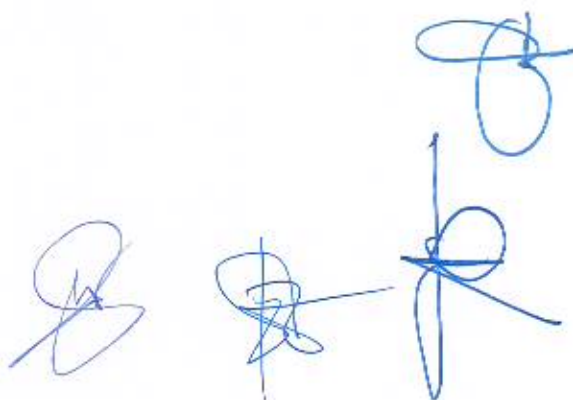
I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date





Handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.