



PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of One (1) Year Third-Party Cash Transport Security Service for Specific UCPB Savings Branches

Bid Reference No.: ITB-GSD-010-09-08-2023

Government of the Republic of the Philippines

*Approved Budget for Contract is Sixteen Million Seven Hundred
Thousand Pesos Only (Php16,700,000.00)*

Sixth Edition
July 2020

A blue ink signature of a person's name, appearing to start with 'J' or 'P'.

0

A blue ink signature of a person's name, appearing to start with 'A'.

A blue ink signature of a person's name, appearing to start with 'R'.

A blue ink signature of a person's name, appearing to start with 'G'.

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:

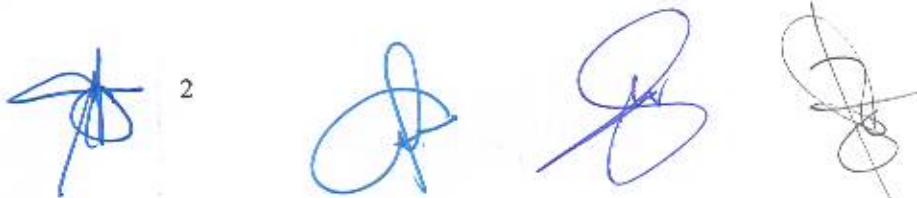
- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid 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.



Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	9
1. Scope of Bid	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders.....	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	11
9. Clarification and Amendment of Bidding Documents	11
10. Documents comprising the Bid: Eligibility and Technical Components	11
11. Documents comprising the Bid: Financial Component	11
12. Bid Prices	12
13. Bid and Payment Currencies	12
14. Bid Security	13
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	13
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post-Qualification	14
21. Signing of the Contract	14
Section III. Bid Data Sheet	15
Section IV. General Conditions of Contract	17
1. Scope of Contract	18
2. Advance Payment and Terms of Payment	18
3. Performance Security	18
4. Inspection and Tests	18
5. Warranty	18
6. Liability of the Supplier	19
Section V. Special Conditions of Contract	20
Section VI. Schedule of Requirements	23
Section VII. Technical Specifications	23
Section VIII. Checklist of Technical and Financial Documents	46

2



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.

Four handwritten signatures in blue ink, likely representing different signatories, are arranged horizontally at the bottom of the page. The first signature is on the left, followed by three smaller ones to its right.

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])

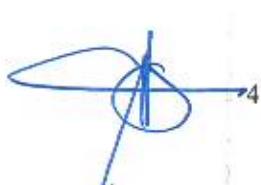
LGUs – Local Government Units.

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.

Four handwritten signatures in blue ink, likely representing the signatures of the members of the Procurement Committee. The signatures are fluid and cursive, appearing to be initials or names.

Section I. Invitation to Bid (ITB)



6



INVITATION TO BID FOR

Procurement of One (1) Year Third-Party Cash Transport Security Service for Specific UCPB Savings Branches

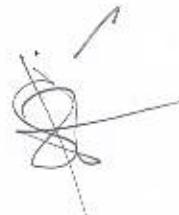
1. The *UCPB Savings, Inc. (UCPBS)*, through the *Approved Corporate Budget (ABC) of 2023* intends to apply the sum of *Sixteen Million Seven Hundred Thousand Pesos Only (Php16,700,000.00)*, *inclusive of all applicable taxes and other charges, including insurance coverage (if applicable)* for the One (1) Year Third-Party Cash Transport Security Service for Specific UCPB Savings Branches with Bid Identification Number: **ITB-GSD-010-09-08-2023**, 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 *September 1, 2023(Friday) to September 8, 2023(Friday)* 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 Php25,000.00*.

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.



7



6. The **UCPB Savings (UCPBS)** will hold a Pre-Bid Conference¹ on **September 8, 2023(Friday)** 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 September 22, 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 **September 22, 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:

Christopher L. Suntay
OIC – Procurement Unit
UCPB Savings, Inc.
2nd and 3rd Floor OF Bank Center Building
1000 Liwasang Bonifacio, 1000 Manila City
Trunk line number: (02) 8555-1018 loc. 1005
Email Address: bacsecretariat@ucpbsavings.com

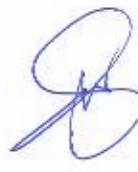
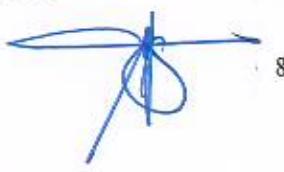
12. You may visit the following websites:

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

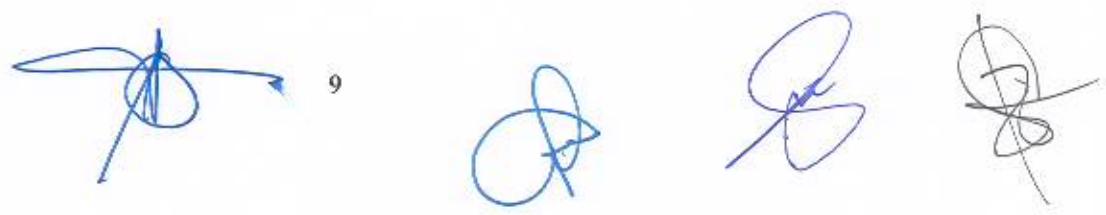
[Date of Issue]


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)



Handwritten signatures and initials in blue ink, likely representing bidders or signatories.

The signatures include:

- A stylized signature with a circular mark and an arrow pointing right.
- A small, simple initial or mark.
- A signature starting with a large 'B'.
- A signature ending with a circular mark.

1. Scope of Bid

The Procuring Entity, **UCPB Savings (UCPBS)** wishes to receive Bids for the **Procurement of One (1) Year Third-Party Cash Transport Security Service for Specific UCPB Savings Branches**, with identification number **ITB-GSD-010-09-08-2023**.

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 **Php16,700,000.00 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:

 10







- 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

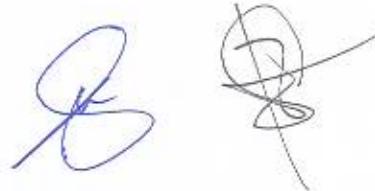
Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the IB, at least ten (10) calendar days before the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

A handwritten signature in blue ink, appearing to be a stylized 'P' or 'J'. To the right of the signature is the number '11'.A handwritten signature in blue ink, appearing to be a stylized 'B' or 'G'. To the right of the signature is a circular mark containing the letter 'D'.

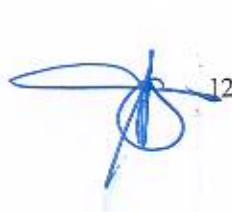
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be 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.



12



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 *[indicate date]*. 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 maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

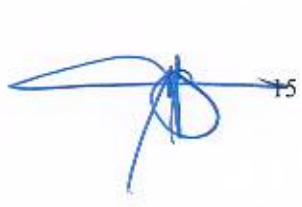
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)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

21. Signing of the Contract

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

14

Section III. Bid Data Sheet



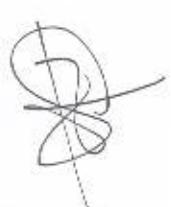
A handwritten signature in blue ink, appearing to be a stylized 'P' or 'D'.



A handwritten signature in blue ink, appearing to be a stylized 'A' or 'B'.



A handwritten signature in blue ink, appearing to be a stylized 'G' or 'S'.



A handwritten signature in blue ink, appearing to be a stylized 'D' or 'J'.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Procurement of One (1) Year Third-Party Cash Transport Security Service for Specific UCPB Savings Branches.</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	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php334,000.00 (<i>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 Php835,000.00 (<i>5% of ABC</i>), if bid security is in Surety Bond.
19.3	<i>One Lot – Procurement of One (1) Year Third-Party Cash Transport Security Service for Specific UCPB Savings Branches.</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



17



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.

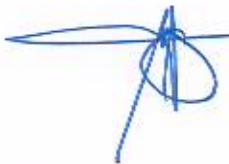
If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



19



Section V. Special Conditions of Contract

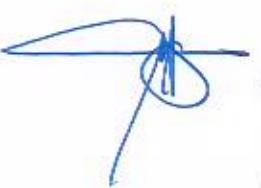
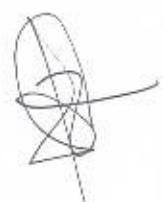
 20







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 Specific Branches of UCPB Savings. 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 Specific Branches of UCPB Savings. 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:</p> <p>Christopher L. Suntay OIC – Procurement Unit 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;
	 21   

	<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 border="1"> <thead> <tr> <th>Payment</th> <th>Deliverable</th> <th>Detailed Activities</th> <th>Percentage of Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Rate of Armored Car, DTR and Overtime Form if Applicable</td> <td>Duly Approved DTR and Overtime form if applicable; Head Office – GSD Head/GSD Officer with Confirmation of on-duty Guard; Branch – Branch Manager/ Branch Operations Officer with Confirmation of on-duty Guard;</td> <td>100% per transaction/billing/invoice</td> </tr> </tbody> </table>	Payment	Deliverable	Detailed Activities	Percentage of Payment	1	Rate of Armored Car, DTR and Overtime Form if Applicable	Duly Approved DTR and Overtime form if applicable; Head Office – GSD Head/GSD Officer with Confirmation of on-duty Guard; Branch – Branch Manager/ Branch Operations Officer with Confirmation of on-duty Guard;	100% per transaction/billing/invoice
Payment	Deliverable	Detailed Activities	Percentage of Payment						
1	Rate of Armored Car, DTR and Overtime Form if Applicable	Duly Approved DTR and Overtime form if applicable; Head Office – GSD Head/GSD Officer with Confirmation of on-duty Guard; Branch – Branch Manager/ Branch Operations Officer with Confirmation of on-duty Guard;	100% per transaction/billing/invoice						
4	The inspections and tests that will be conducted are: <u>Not Applicable</u>								

22

Section VI. Schedule of Requirements

VII. SCOPE OF SERVICE

The cash transport security services shall comply with following standards;

1. The cash transport security service will be utilized for deposits/pick-ups of cash and checks, fund transfers, cash assistance and cash loading and cash loading and replenishment of off-site ATM terminals to any destinations within the specified covered areas of jurisdiction, from Monday to Friday (8- hours per day) and if needed during weekends, holidays and Declared non-working days and/or as the need arises.
2. Dispatching and scheduling of trips of the armored cars will be done by the assigned personnel of UCPBS Branch. Any instruction/changes involving the said assignments shall be made in writing and communicated to the SUPPLIER for the effective delivery of its service. Likewise, the SUPPLIER shall abide by the rules and regulations set by UCPBS.
3. The cash transport security service shall be manned by one (1) armed security driver and two (2) security guard/escort, all licensed and qualified in accordance with the minimum qualification standards herein stated, employed by the SUPPLIER.
4. Fuel consumption, repairs and regular preventive maintenance, LTO registration, insurance and other incidental expenses (i.e. purchase/ replacement of spare parts) and all other supplier needed to operate the armored vehicles shall be for the account of the SUPPLIER. The SUPPLIER shall always ensure the roadworthiness of the vehicle and shall maintain its good running condition.
5. The SUPPLIER shall submit to the concerned UCPBS Branch/Cash Center the odometer reading of the armored vehicle in case distance of travel in excess of 50 kilometers (one way) travelled from the UCPBS Branch to the deposit-pick up site or ATM site, the cost of fuel will be for the account of UCPBS.
6. In case of engine trouble and/or malfunctioning of the armored vehicle, the SUPPLIER, upon proper notification, shall immediately replace/change the armored vehicle with the same bullet resistance as specified in item V (a) without cost to UCPBS.
7. The SUPPLIER shall, for duration of the contract, cover the armored vehicle/s with a comprehensive insurance secured from a reputable insurance company to insure both the SUPPLIER and UCPBS from damages to the vehicle against third parties and properties in case of accidents involving the armored car/s. Participation fee however, that may be required outside the comprehensive insurance policy, shall be for the account of the SUPPLIER. The SUPPLIER shall indemnify UCPBS from any liabilities arising from any incidents and/or accidents that may be incurred while in the performance of official duties and/or during the effectivity of the contract.
8. The SUPPLIER shall issue one (1) cellular phone and sufficient supply of call card load for the UCPBS Roving Teller for coordination and monitoring. Personal cellular phones by security drivers and guards during cash movement operations is strictly prohibited.
9. UCPBS may reject the SUPPLIER's armored vehicle/s that may fail to pass and/or do not conform to UCPBS's specification.



Security Driver and Security Guards/Escorts

1. They shall maintain/ensure the confidentiality of all the transaction/activities of the Collection Team.
2. They shall maintain a list of emergency contact number of the nearest PNP/Barangay Station, hospital, Local Disaster Risk Management office and Bureau of fire Protection en-route to and from the Collection/delivery points/branches that will be posted inside the armored car.
3. They shall properly coordinate with the UCPBS Security Service Department/Cash Center/Branch Security matters affecting the security and safety of the Collection Team.

DEPLOYMENT/ ASSIGMENT

Branch Banking Group	Branch	No. of Cash Transport Security Services	No. of Security Driver	No. of Security Escorts
Luzon-1	Tanay, Rizal	1	1	2
Luzon-2	Tanza, Cavite	1	1	2
	Sta. Rosa, Laguna	1	1	2
	Puerto Princesa	1	1	2
	Libmanan	1	1	2
	Pili	1	1	2
Visayas	Tuburan	1	1	2

Total Number of Security Driver – 7

Total Number of Security Guards - 14

UCPBS has the option to re-assign the deployment of cash transport security services within the Branch Banking Group and has the option to increase the number of cash transport security services as long as the cost of the Increase of said services is within the minimum wage of said Region and within the approved budget of the contract.



Section VII. Technical Specifications

Three handwritten signatures in blue ink are positioned at the bottom right of the page. The first signature is a stylized 'P'. The second is a stylized 'S'. The third is a stylized 'G'.

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 Cash Transport Security Service for Specific UCPB Savings Branches

Item	Specification	Statement of Compliance
	General Requirements: Refer Annex "A", "B" and "C"	
I.	Qualifications Specific experience of the One-Year Third Party Cash Transport Security Services for Specific UCPB Savings Branches relevant to the assignment 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. And TWO (2) years of continuous experience with any financial institutions.	
	SCOPE OF WORKS	
	A. ARMORED CAR 1. Must be bullet resistant to firepower of high-powered firearms, such as M16, M14 & AK 47 rifles (Supplier must submit valid/current PNP Accreditation of Armored Security Services); 2. Engine of armored vehicle shall not be more than five (5) years inclusive of the term of the contract; 3. Armored plate should at least 8.55mm thick JFE or its equivalent; 4. Vault with dual combination and chute, can accommodate at least six (6) fully Loaded 14"x14"x24" duffle bags designed to prevent retrieval of the cargo while in transit;	

- | | | |
|--|--|--|
| | <ol style="list-style-type: none"> 5. Cushioned armored car interior. Captain's chair with seat belt (for the Roving Teller); 6. Handle bar which will be placed inside the armored car rear door jamb; 7. Dual type air-condition; 8. With at least five (5) or six (6) gun port with steel plate windows with lock, Materials to be used on the steel plate windows must be the same material with the armored plate; 9. With complete tools, fire extinguisher, spare tire, first-aid kit, and gas mask; and 10. Engine displacement not exceeding 2500 cc for gasoline engine or 4500 cc for diesel engine and for Euro 4 emission standard for automatic. | |
|--|--|--|

The SUPPLIER must have readily available armored vehicles in good running condition of the same bullet resistance as specified in Item V (a) for emergency use and/or for immediate replacement in case of breakdown of the units assigned to UCPBS.

Proposed Security and Route Plan for UCPBS

1. The SUPPLIER shall conduct an ocular inspection of areas covered and submit a Comprehensive Security Survey Report to UCPBS, which shall be the basis of the proposed security and route plans, and
2. The SUPPLIER shall execute a Notarized Affidavit of Non-Disclosure of all the transaction/activities that transpired before, during and after the duration of the Contract with UCPBS.

B. FIREARMS AND OTHER SECURITY PARAPHERNALIA REQUIREMENTS FOR EACH ARMORED

1. Two (2) 12 GA Shotgun each with fifteen (15) rounds of ammunition for the security escorts;
2. Three (3) cal. 9mm pistol with three (3) magazines each with ten (10) rounds of ammunition for the security escorts and security driver;
3. Four (4) Bullet Proof Vests, Level III-A (3 for armored crews and 1 for Bank's Roving Teller);
4. Three (3) Steel Helmets;
5. One (1) communication equipment preferably cellular phone and/or radio with regular and sufficient supply of call card loads for the Roving Teller.

Note: The above firearms, ammunitions and security equipment/tools may increase or decrease as required by UCPBS.

1. The SUPPLIER shall provide a list of its Registered Firearms from the Firearms Information Management System (FIMS), Firearms and Explosives Division (FED), PNP indicating the description, model, caliber, serial number, license Number and corresponding ammunitions which shall be dedicated by the SUPPLIER to the UCPBS.
2. The SUPPLIER shall execute an Affidavit that it has readily available replacement firearms and ammunitions in its arsenal in case the need arises. Firearms and ammunitions dedicated to UCPBS should be on stock before the start of the contract.

Four handwritten signatures in blue ink are present at the bottom right of the page. From left to right: 1) A signature starting with 'P' and ending with 'D'. 2) A signature starting with 'A'. 3) A signature starting with 'G'. 4) A signature starting with 'S'.

C. SECURITY DRIVERS AND ESCORTS

The SUPPLIER assures and warrants that qualifications other than those required by PNP-FESAGs for the security drivers and escorts to be assigned to UCPBS shall have passed the pre-posting screening conducted by UCPBS Security Services Department authorized representative and herein below enumerated shall be strictly complied with at the initial posting:

1. Filipino citizen at least five feet and six inches (5'6") for Male and five feet and three inches (5'3") for female in height
2. At least 21 years old
3. At least high school graduate
4. For Security Driver, must be holder of the following:
 - With Professional Driver's License (Restriction #3) (for driver/escort guard);
 - Must have at least two (2) years of experience in driving an armored car
 - Valid License to Exercise Security Profession duly issued by the PNP-FESAGs/PNP-SOSIA;
 - With at least one (1) year security/military/police experience.
5. For Security Escorts, must be holder of the following:
 - Valid license to exercise security profession (Bank and Armored Guard) duly issued by PNP-FESAGS/PNP-SOSIA;
 - With at least one (1) year security/military/police experience.
6. Must have passed comprehensive Background Investigation (BI) conducted by the Winning bidder and to be submitted to UCPBS prior to posting;
7. Physically and mentally fit (must submit a medical certificate);
8. Passed the Neuro-Psychiatric and Drug Tests undertaken in any licensed government hospital and/or clinic/hospital accredited by PNP-SOSIA (Submit valid Nuero-Psychiatric and Drug Test result);
9. Not related to any PROCURING ENTITY employee up to the 3rd degree of affinity or consanguinity;
10. With Personal History Statement (PHS) in hard copy; whole body in complete security guard uniform and family pictures with complete names of each member, and local and national clearances in hand and scanned copy;
11. Must be of good moral character, has no pending case in court and never been convicted of crime (Submit valid NBI, Fiscal, Police and Barangay clearances).



ANNEX "A" **TERMS OF REFERENCE**

I. SCOPE OF SERVICES

Procurement of cash transport security services of a contractor (the "SUPPLIER") with armored car and fully secured armored security drivers and guards/ escorts for the use of Branches under UCPB Savings Bank (the "UCPBS").

II. RATIONALE

The UCPB Savings Bank, its Cash Centers or Branches need the services of a SUPPLIER which will provides Seven (7) 6-wheeler armored cars with ones (1) armed security driver and Two(2) security guards/escorts for each armored car for a period of one (1) year.

This is without prejudice to the use by nearby UCPBS Branches as the need arises to deliver or Collect cash, checks, ATM cash loading and replenishment, and other services that the Branch may enter into a contract with, at no additional cost UCPBS.

III. APPROVED BUDGET FOR THE CONTRACT

The ABC is for the current year only and renewable for the next year, inclusive of all applicable government takes and charges, which shall not be adjusted during the contract implementation except for the following cases:

1. Increase in the minimum daily wage pursuant to law or new wage order issued after the date of bidding;
2. Increase in taxes; and
3. If during the term of the contract, the procuring entity sees the need for an increase in the number of cash transport security services for use of newly opened and existing branches, provided that the resulting cost of said increase will not exceed the ABC for the relevant year, provided further that payment for additional cash transport security services shall be in accordance with rules and regulation of the Commission on Audit and the Government Procurement Reform Act.

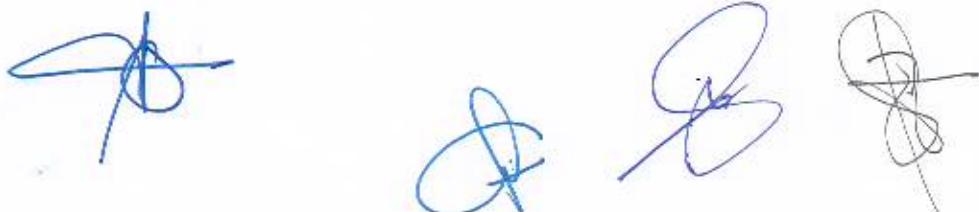
IV. DEPLOYMENT/ ASSIGNMENT

Branch Banking Group	Branch	No. of Cash Transport Security Services	No. of Security Driver	No. of Security Escort
Luzon-1	Tanay, Rizal	1	1	2
Luzon-2	Tanza, Cavite	1	1	2
	Sta. Rosa, Laguna	1	1	2
	Puerto Princesa	1	1	2
	Libmanan	1	1	2
	Pili	1	1	2
Visayas	Tuburan	1	1	2

Total Number of Security Driver - 7

Total Number of Security Guards - 14

UCPBS has the option to re-assign the deployment of cash transport security services within the Branch Banking Group and has the option to increase the number of cash transport security services as long as the cost of the Increase of said services is within the minimum wage of said Region and within the approved budget of the contract.



V. DURATION OF THE CONTRACT

The duration of the contract shall be for a period of one (1) year, effective upon receipt of Notice to proceed by the winning Bidder. Upon receipt of Notice to Proceed, the services shall commence within thirty (30) days.

Unless otherwise, UCPBS may terminate the contract due to any breach, violation and/or default of the SUPPLIER in the performance of any of its obligation, terms and condition as stated in the General Condition.

VI. TECHNICAL SPECIFICATION

D. ARMORED CAR

1. Must be bullet resistant to firepower of high-powered firearms, such as M16, M14 & AK 47 rifles (Supplier must submit valid/current PNP Accreditation of Armored Security Services);
2. Engine of armored vehicle shall not be more than five (5) years inclusive of the term of the contract;
3. Armored plate should at least 8.55mm thick JFE or its equivalent;
4. Vault with dual combination and chute, can accommodate at least six (6) fully Loaded 14"x14"x24" duffle bags designed to prevent retrieval of the cargo while in transit;
5. Cushioned armored car interior. Captain's chair with seat belt (for the Roving Teller);
6. Handle bar which will be placed inside the armored car rear door jamb;
7. Dual type air-condition;
8. With at least five (5) or six (6) gun port with steel plate windows with lock, Materials to be used on the steel plate windows must be the same material with the armored plate;
9. With complete tools, fire extinguisher, spare tire, first-aid kit and gas mask; and
10. Engine displacement not exceeding 2500 cc for gasoline engine or 4500 cc for diesel engine and for Euro 4 emission standard for automatic.

The SUPPLIER must have readily available armored vehicles in good running condition of the same bullet resistance as specified in Item V (a) for emergency use and/or for immediate replacement in case of breakdown of the units assigned to UCPBS.

Proposed Security and Route Plan for UCPBS

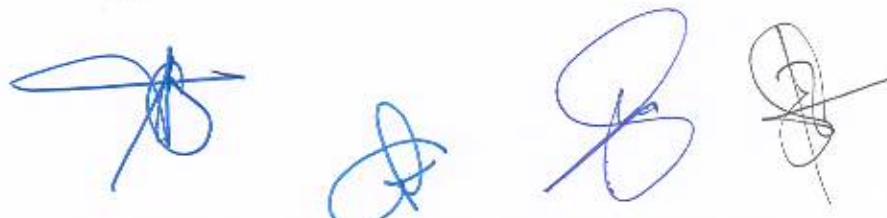
1. The SUPPLIER shall conduct an ocular inspection of areas covered and submit a Comprehensive Security Survey Report to UCPBS, which shall be the basis of the proposed security and route plans, and
2. The SUPPLIER shall execute a Notarized Affidavit of Non-Disclosure of all the transaction/activities that transpired before, during and after the duration of the Contract with UCPBS.

E. FIREARMS AND OTHER SECURITY PARAPHERNALIA REQUIREMENTS FOR EACH ARMORED

1. Two (2) 12 GA Shotgun each with fifteen (15) rounds of ammunition for the security escorts;
2. Three (3) cal. 9mm pistol with three (3) magazines each with ten (10) rounds of ammunition for the security escorts and security driver;
3. Four (4) Bullet Proof Vests, Level III-A (3 for armored crews and 1 for Bank's Roving Teller);
4. Three (3) Steel Helmets;
5. One (1) communication equipment preferably cellular phone and/or radio with regular and sufficient supply of call card loads for the Roving Teller.

Note: The above firearms, ammunitions and security equipment/tools may increase or Decrease as required by UCPBS.

6. The SUPPLIER shall provide a list of its Registered Firearms from the Firearms Information Management System (FIMS), Firearms and Explosives Division (FED), PNP indicating the



- description, model, caliber, serial number, license Number and corresponding ammunitions which shall be dedicated by the SUPPLIER to the UCPBS.
7. The SUPPLIER shall execute an Affidavit that it has readily available replacement firearms and ammunitions in its arsenal in case the need arises. Firearms and ammunitions dedicated to UCPBS should be on stock before the start of the contract.

F. SECURITY DRIVERS AND ESCORTS

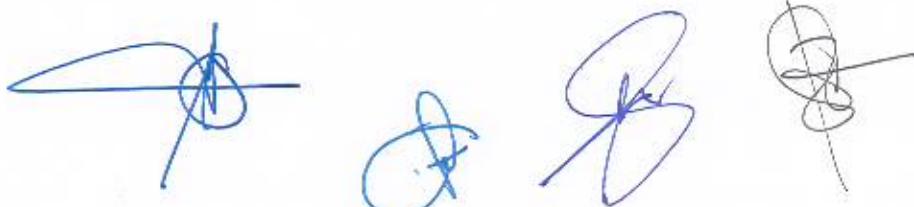
The SUPPLIER assures and warrants that qualifications other than those required by PNP-FESAGs for the security drivers and escorts to be assigned to UCPBS shall have passed the pre-posting screening conducted by UCPBS Security Services Department authorized representative and herein below enumerated shall be strictly complied with at the initial posting:

1. Filipino citizen at least five feet and six inches (5'6") for Male and five feet and three inches (5'3") for female in height
2. At least 21 years old
3. At least high school graduate
4. For Security Driver, must be holder of the following:
 - With Professional Driver's License (Restriction #3) (for driver/escort guard);
 - Must have at least two (2) years of experience in driving an armored car
 - Valid License to Exercise Security Profession duly issued by the PNP-FESAGs/PNP-SOSIA;
 - With at least one (1) year security/military/police experience.
5. For Security Escorts, must be holder of the following:
 - Valid license to exercise security profession (Bank and Armored Guard) duly issued by PNP-FESAGS/PNP-SOSIA;
 - With at least one (1) year security/military/police experience.
6. Must have passed comprehensive Background Investigation (BI) conducted by the Winning bidder and to be submitted to UCPBS prior to posting;
7. Physically and mentally fit (must submit a medical certificate);
8. Passed the Neuro-Psychiatric and Drug Tests undertaken in any licensed government hospital and/or clinic/hospital accredited by PNP-SOSIA (Submit valid Neuro-Psychiatric and Drug Test result);
9. Not related to any PROCURING ENTITY employee up to the 3rd degree of affinity or consanguinity;
10. With Personal History Statement (PHS) in hard copy; whole body in complete security guard uniform and family pictures with complete names of each member, and local and national clearances in hand and scanned copy;
11. Must be of good moral character, has no pending case in court and never been convicted of crime (Submit valid NBI, Fiscal, Police and Barangay clearances).

VII. SCOPE OF SERVICE

The cash transport security services shall comply with following standards;

1. The cash transport security service will be utilized for deposits/pick-ups of cash and checks, fund transfers, cash assistance and cash loading and cash loading and replenishment of off-site ATM terminals to any destinations within the specified covered areas of jurisdiction, from Monday to Friday (8- hours per day) and if needed during weekends, holidays and declared non-working days and/or as the need arises.
2. Dispatching and scheduling of tips of the armored cars will be done by the assigned personnel of UCPBS Branch. Any instruction/changes involving the said assignments shall be made in writing and communicated to the SUPPLIER for the effective delivery of its service. Likewise, the SUPPLIER shall abide by the rules and regulations set by UCPBS.



3. The cash transport security service shall be manned by one (1) armed security driver and two (2) security guard/escort, all licensed and qualified in accordance with the minimum qualification standards herein stated, employed by the SUPPLIER.
4. Fuel consumption, repairs and regular preventive maintenance, LTO registration, insurance and other incidental expenses (i.e. purchase/ replacement of spare parts) and all other supplier needed to operate the armored vehicles shall be for the account of the SUPPLIER. The SUPPLIER shall always ensure the roadworthiness of the vehicle and shall maintain its good running condition.
5. The SUPPLIER shall submit to the concerned UCPBS Branch/Cash Center the odometer reading of the armored vehicle in case distance of travel in excess of 50 kilometers (one way) travelled from the UCPBS Branch to the deposit-pick up site or ATM site, the cost of fuel will be for the account of UCPBS.
6. In case of engine trouble and/or malfunctioning of the armored vehicle, the SUPPLIER, upon proper notification, shall immediately replace/change the armored vehicle with the same bullet resistance as specified in item V (a) without cost to UCPBS.
7. The SUPPLIER shall, for duration of the contract, cover the armored vehicle/s with a comprehensive insurance secured from a reputable insurance company to insure both the SUPPLIER and UCPBS from damages to the vehicle against third parties and properties in case of accidents involving the armored car/s. Participation fee however, that may be required outside the comprehensive insurance policy, shall be for the account of the SUPPLIER. The SUPPLIER shall indemnify UCPBS from any liabilities arising from any incidents and/or accidents that may be incurred while in the performance of official duties and/or during the effectiveness of the contract.
8. The SUPPLIER shall issue one (1) cellular phone and sufficient supply of call card load for the UCPBS Roving Teller for coordination and monitoring. Personal cellular phones by security drivers and guards during cash movement operations is strictly prohibited.
9. UCPBS may reject the SUPPLIER's armored vehicle/s that may fail to pass and/or do not conform to UCPBS's specification.

Security Driver and Security Guards/Escorts

1. They shall maintain/ensure the confidentiality of all the transaction/activities of the Collection Team.
2. They shall maintain a list of emergency contact number of the nearest PNP/Barangay Station, hospital, Local Disaster Risk Management office and Bureau of fire Protection en-route to and from the Collection/delivery points/branches that will be posted inside the armored car.
3. They shall properly coordinate with the UCPBS Security Service Department/Cash Center/Branch Security matters affecting the security and safety of the Collection Team.

VIII. GENERAL CONDITIONS

A. Vehicle, Crew and Equipment

1. The SUPPLIER shall provide UCPBS with fully secured armored vehicles duly provided with competent and duly licensed professional drivers and security personnel for the exclusive use of UCPBS. The armored vehicle and their personnel equipment shall be continuously available to service the armored vehicle requirements of UCPBS in accordance with the schedule, route and specification stated in the Invitation to Apply for Eligibility and To Bid and its attachments. The schedules and routes are subject to change by UCPBS as may be required by its operational needs.



2. The drive/escort guards shall at all times protect and safeguard UCPBS's personnel, assets, cash and valuables (the 'CARGO') that will be or being loaded to, transported in or unloaded from the armored vehicle.
3. To ensure continuous and uninterrupted service, in case of absence of armored vehicle crew member/s, the SUPPLIER shall provide immediate replacement of equally qualified crew member/s based on the operational need/s of UCPBS subject to Section 10, Article VII here to. The SUPPLIER shall provide list of reserve pool personal as immediate replacement and shall in no case absence be allowed without replacement.
4. If delay is incurred due to the SUPPLIER's failure to provide immediate replacement of crew member/s, a penalty shall be imposed for every hour of delay starting; from 8:00am, until the time the armored vehicle with complete crew members arrives at the Cash Center/Branch. Penalty shall be computed as follows and shall be deducted from the monthly billing statement for the succeeding month:

$$\text{Monthly rate} / 20\text{days} = \text{Daily rate} / 8 \text{ hours} = \text{Hourly rate} \times 200\%$$
5. The SUPPLIER shall have a reserve armored vehicle to immediately address urgent Operational requirements UCPBS.
6. The SUPPLIER shall have least one (1) Supervisor of Coordinator for each of UCPBS Branch Banking Group to immediately address all concerns pertaining to the performance of its armored services.
7. The SUPPLIER shall comply with UCPBS's Environmental Management System (EMS) policy. Smoke belching vehicles shall not be allowed entry to UCPBS's premises and shall be immediately be replaced by the SUPPLIER. However, if the use of the smoke belching armored vehicle becomes Inevitable as determined by the Competent Agency due to operational requirements and security concerns, a penalty of 100% of the hourly usage rate for every hour of non-compliance, reckoned from the time of arrival in UCPBS premises, shall be collected. A fraction of an hour of non-compliance shall be considered as one hour.
8. The SUPPLIER upon deployment, shall initially provide UCPBS with a certified copy of Land Transportation Office (LTO) registration of the armored vehicles as proof that the vehicles passed the smoke emission testing. Within one month after deployment and/or after renewal of the registration, a copy of the result of smoke emission test issued by an LTO Accredited smoked emission testing center shall submitted.
9. The cash transport security services shall render regular for eight (8) hours a day and five (5) days a week, except holidays. Services beyond regular hours may also be required and shall be paid based on the excess usage rate.
10. To ensure continuity and efficiency of the service, any malfunctioning armored vehicle must immediately be replaced by the SUPPLIER with another armored vehicle. Response time in case of breakdown is within thirty (30) minutes for armored vehicles servicing NCR and within two (2) hours if in the provinces/other cities and municipalities. Penalty in case of delayed response shall be 150% of the hourly excess usage rate for every hour of delay. A fraction of an hour delay less than 30 minutes shall be considered as one-half hour while a fraction of an hour delay more than 30 minutes shall be considered as one (1) hour. Penalty shall be deducted from the monthly billing statement for the succeeding month of delayed.
11. Armored vehicle crew members to be detailed/assigned to UCPBS in view of new contract, shall be screened at UCPBS Head Office-Security Services Department prior to deployment. However, the screening of the armored vehicle crew for deployment outside the National Capital (NCR) may be conducted at venues other than at UCPBS Head office. In such case, all relevant actual expenses of UCPBS. However, in cases that the screening cannot be completed due to factors attributed to the SUPPLIER, such as Inadequate number of guards for screening, subsequent interviews may be Request either at UCPBS Head Office or in other venues as

Four handwritten signatures in blue ink are displayed horizontally. From left to right:
 1. A signature consisting of a stylized 'A' and 'D' joined together.
 2. A signature consisting of a stylized 'J' and 'B' joined together.
 3. A signature consisting of a stylized 'G' and 'S' joined together.
 4. A signature consisting of a stylized 'R' and 'M' joined together.

determined by the SUPPLIER, in which case all relevant and actual expenses of UCPBS personnel will be for the account of the SUPPLIER.

12. At least seven (7) working days before the assumption of the contract, the SUPPLIER shall provide UCPBS Security Services Department with the following
 - a. List of escort guard drivers and escort guards to the corresponding UCPBS Cash Center or Branch where they will be assigned;
 - b. Firearms deployment complete with the corresponding documents. i.e. licenses of the firearms issued to the SUPPLIER; and
 - c. Appropriate and corresponding documentary requirement/clearances, i.e. Identification cards, NBI/PNP clearance, medical certificate, medical certificate, drug test results, and neuro-psychiatric clearance attesting to the guards' physical and mental fitness.
13. The SUPPLIER, at its own expenses, shall provide the escort guard the following:
 - a. Uniforms which are distinct from that of other premises security guards approved by PNP-SOSIA;
 - b. Identification cards of the Agency/ Service Provider
 - c. Duly licensed firearms issued in the name of the SUPPLIER and sufficient ammunitions as follows:
 - For Driver/Escort Guard: Cal. 9mm pistol with three (3) magazines each with ten (10) rounds of ammunitions.
 - For Team Leader/Escort Guard: Cal. 9mm pistol with three (3) magazines each with ten (10) rounds of ammunitions and 12 GA shotgun each with Fifteen (15) rounds of ammunitions.
 - d. Level III-A Armor Vest with at least Level III 10" x 12" plate (for Team Leader/Escort Guards).
 - e. Steel Helmet (for Team Leader/ Escort Guards) and
 - f. Other device and equipment as may be demanded by UCPBS for the efficient and effective safeguarding of the UCPBS's properties.
14. The SUPPLIER expressly agrees to pay to UCPBS a fine in the amount of P500.00 per day for every firearm issued to Escort Guard's found not in accordance with the agreed specifications and description or for every Escort Guard found with defective or without firearm, or for every escort guard found without magazines for ammo, and or P100.00 per day for every bullet found less than the number provided for above. The charges shall commence on the day that the lacking ammunition/defective firearm is discovered by UCPBS and shall end only after the lack/defect is rectified, and duly acknowledged by UCPBS. The penalties shall be collected by the UCPBS Cash Center or Branch where the guard is assigned against the billing of the SUPPLIER for the succeeding month after the discovery of the defect/s.
15. The SUPPLIER shall conduct annual firearms proficiency training for the escort guards assigned at UCPBS using the SUPPLIER issued firearms. The SUPPLIER shall then submit the results of the training as well as the certificates issued by the training entity as proof of completion from the training to form part of the validation process conducted by UCPBS Security Services Department.
16. Escort Guards shall be in their distinctive uniform at all times while in the performance of duty. If any service or phase of service by the SUPPLIER is not performed to the satisfaction of UCPBS, the SUPPLIER shall immediately institute measures upon receipt of notice to address the deficiency or any other problem including, but not limited to, change of equipment and/or personnel.
17. There shall be no employer-employee relationship between UCPBS and the escort guard whom the SUPPLIER may assign to perform the service subject of the Agreement. The SUPPLIER hereby acknowledges that no authority has been conferred upon it by the SUPPLIER as complement of the armored vehicles are not Employees of UCPBS and not in any way or



manner connected with or related to UCPBS. It is expressly understood and agreed that the personnel assigned by the SUPPLIER as complement of the armored vehicles are and shall remain the employees of the SUPPLIER. Accordingly, control and supervision over these personnel shall be exercised by both SUPPLIER and UCPBS. However, the SUPPLIER alone shall have the right to impose any disciplinary action over the erring personnel.

IX. SECURITY MATTERS

The SUPPLIER through its designated representative or supervisor, shall coordinate with the UCPBS's Security Services Department/ Branch/ Cash Center to ensure effective coordination and implementation of all security measures adopted by UCPBS. Representatives of UCPBS's Security Services Department/ Branch/ Cash Center and the SUPPLIER shall have regular monthly meetings (or as the need arises) to discuss problems and recommendations to further improve the armored vehicle/ security service. Both UCPBS and the SUPPLIER shall establish and maintain effective liaising with the nearest Police station/sub-station or precinct to ensure positive police response at all times.

X. WARRANTIES AND UNDERTAKINGS OF THE SUPPLIER

- A. The SUPPLIER shall warrant that, during the term of the Agreement, the armored vehicles assigned to UCPBS are owned by the SUPPLIER in good running condition, free from any mechanical defect, and equipped with necessary tools and equipment for use during repairs in case of breakdowns and emergencies.
- B. The SUPPLIER shall undertake weekly inspection/check up to ensure the roadworthiness servicing of all armored vehicles assigned to UCPBS every weekend.
- C. The SUPPLIER shall warrant that the crew members of the armored vehicles possess all the qualification necessary for them to render efficient and effective services required under the terms of the Agreement.
- D. Moreover, the SUPPLIER shall warrant undertake that:
 1. The SUPPLIER, as employer of the crew assigned to UCPBS, is solely and exclusively liable to pay for their salaries and wages and all other benefits mandated under existing labor laws, rules and regulation including but not limited to payment of Social Security System (SSS), Philippine Health Insurance Corporation (Philhealth), Pag-ibig, Employees Compensation Premium, 13th month pay, vacation leave, hazard pay, service incentives leave and the like. The SUPPLIER shall undertake and represent that the escort guards/personnel shall be paid not lower than the minimum wage and other benefits under the Labor Code and other pertinent Laws. The SUPPLIER shall comply with Social Security, Employees Compensation, Philhealth and Home Development Mutual Fund laws on employees' coverage or membership, as well as the laws on the granting of retirement benefits. It is clearly understood that the 13th month pay, hazard pay, holiday premiums, incentives leave pay, SSS, and Philhealth contribution for the crew assigned to the armored vehicles are for the sole account of the SUPPLIER.
 2. The SUPPLIER shall hold UCPBS free and harmless and harmless and shall indemnify UCPBS for any liability, cause of action or claims which may be filed by any of the SUPPLIER's crew arising from non-payment or underpayment of their wages, salaries, benefits or any violation of the Labor Code and other applicable laws which are now in effect or which are now in effect or which many hereafter be enacted.
- E. The SUPPLIER shall provide the armored vehicles and escort services requirements of UCPBS continuously during the term of the Agreement, in accordance with the recognized standards of UCPBS. Failure of the SUPPLIER to comply with such standards as well as a breach by the SUPPLIER of any of the terms of the terms of this Agreement shall be grounds for UCPBS to terminate the Agreement upon a thirty (30) days written notice to the SUPPLIER. Corollary thereto, the SUPPLIER shall warrant that UCPBS shall be rendered free from any concerted activity during the term of the Agreement as it is the essence of the Agreement that the performance of the services contracted for shall not be disturbed. In the event of a strike called by the security personnel of the SUPPLIER, it shall be the principal and primary responsibility of the SUPPLIER



to provide UCPBS with adequate security force and armored vehicle from other sources and/or subsidiaries of the SUPPLIER and appropriately cleared with UCPBS.

XI. EXTENT OF LIABILITIES

- A. The SUPPLIER shall be solely, exclusively, directly and immediately responsible and liable for any death, injury, damage or loss caused to any person or property in case of accident or mishap or negligence or willful act involving the SUPPLIER's crew or vehicle and shall hold UCPBS free and harmless from any all such claims or liabilities.
- B. The responsibility and liability of the SUPPLIER on the Cargo shall commence once the cargo for a particular trip is already being taken out of UCPBS premises and shall continue up to loading in the armored car, while in transit and until the Cargo has been unloaded and received by UCPBS's representative/s, or by the representative of the Entity, to whom the Cargo is intended to be delivered.
- C. In case of robbery or hold-up where the SUPPLIER'S employees are not involved, SUPPLIER'S liability is limited to the required participation per Banker's Blanket bond (5% of loss or minimum of 40,000).
- D. However, should any robbery or hold-up was proven committed or participated in by any employee of the SUPPLIER, the SUPPLIER shall be fully responsible, accountable and liable to UCPBS and its client, if applicable, for the loss.
- E. The SUPPLIER shall have the following options for the deductibility:
 - Secure Surety Bond to cover this requirement, and
 - Post equivalent interest-bearing cash bond with UCPBS.
- F. The SUPPLIER shall also be exclusively and directly responsible to UCPBS and its officers, employees, visitors, agents and clients and properties of all said persons, where such damages have been caused by, or are attributed to any criminal act, misconduct, malfeasance or negligence on the part of the SUPPLIER is liable regardless of whether or not third parties are in connivance or collusion with the security guard assigned by the SUPPLIER, it being understood that the SUPPLIER shall not be liable by reason of a force majeure or fortuitous event.
- G. In any event, the SUPPLIER shall make available, the Escort Guard/s concerned as possible witness/es to a case or Investigation undertaken by UCPBS. In case of failure of the SUPPLIER to present the Escort Guard/s as witness/es on a schedule hearing. UCPBS shall have the recourse against the SUPPLIER's Performance Security and receivables of the whole amount involved on a particular case subject of the investigation.

xii. INSURANCE AND SECURITY BOND

- A. As security for the prompt payment by the SUPPLIER. The SUPPLIER's Fidelity Insurance in the form of Surety Bond with coverage of not less than TWENTY MILLION PESOS (P20,000,000.00) will cover for any loss or damage suffered by UCPBS due to or arising from the dishonesty or infidelity or criminal act of any employee of the SUPPLIER. The SUPPLIER shall secure a Surety Bond, from UCPBS Accredited Insurance from the Surety Bond, is shall reinsure itself by paying the corresponding premium to restore the amount of the Surety Bond coverage to the minimum required amount. Claims against the guarantee shall not constitute as a limitation of the liability of the SUPPLIER to UCPBS as the SUPPLIER shall fully pay UCPBS all its losses or damages caused by the dishonesty or infidelity or criminal act of any employee of the SUPPLIER. The SUPPLIER shall avail of the options for the deductibility as stated in Paragraph 0.3 of this agreement.
- B. The SUPPLIER shall secure annual Comprehensive Insurance for the armored vehicle and accident Insurance for each crew which shall be for the account of the SUPPLIER including liabilities for vehicular accidents that may happen while in operation. It shall also secure Voluntary Third-Party Liability (TPL) Insurance under the Comprehensive Insurance and Compulsory TPL, as required



by the LTO. The SUPPLIER shall also be liable for the hospitalization due to injuries suffered by authorized UCPBS authorized personnel and escort guards.

- C. All insurance coverage and Bond to be provided by the SUPPLIER pursuant to the Agreement shall commence upon the effectivity of the Agreement and will remain valid and enforceable throughout its duration. The SUPPLIER shall undertake to renew or cause the renewal of the Insurance coverage and the Bond as often as necessary and all documents/ evidences of the renewals shall be submitted to UCPBS at least thirty (30) days prior to the expiration thereof. The SUPPLIER shall undertake to provide the required Insurance coverage and Bond which will allow UCPBS to claim thereunder.

xiii. LIMITATIONS ON THE USE OF ARMORED VEHICLES

The armored vehicles shall be used exclusively by UCPBS for carrying UCPBS's Cash/ATM personnel, assets, cash and other valuables. Hence, the following uses of the armored vehicles are hereby strictly prohibited:

1. To carry passenger or property for a consideration;
2. To propel stalled vehicles or tow disabled vehicles;
3. To join in any motor sports events or racing;
4. To carry or ferry contraband goods; and,
5. To use in the commission of any offense punishable under the laws.

xiv. SERVICE FEE

- A. For and in consideration of the services of the SUPPLIER, UCPBS will pay the SUPPLIER the agreed monthly contract price (bid price) for cash transport security services inclusive of VAT.
- B. The amount due shall be settled monthly and paid, after the receipt of the Billing/Statement of Account, by UCPBS Branch/Cash Center as the case may be, subject to withholding tax as required by the law via direct credit to SUPPLIER deposit account maintained with any UCPBS Branch or Financial Center.
- C. The SUPPLIER shall open a savings account at UCPBS Financial Center or with any UCPBS Branch with an Average Daily Balance equivalent to at least ten percent (10%) of the equivalent contract price. Payments will be credited to said deposit account. Likewise, said deposit account will serve as the mother account for the servicing of the payroll of its assigned armored personnel thru the ATM payroll facility of UCPBS.
- D. The SUPPLIER shall issue an Official Receipt for the payment of the cash transport security services.
- E. Special services that may be required by UCPBS shall be covered by special billings to be mutually pre-agreed between UCPBS and the SUPPLIER. UCPBS reserves the right to increase or reduce and reassign, at a given notice, the scope of the services to be rendered by the SUPPLIER.
- F. In case a new law or regulation is promulgated or enacted increasing the Minimum Wage, Workmen's Compensation and Allowances of workers including security guards, the rate shall be adjusted in accordance with new wage order.
- G. The SUPPLIER also warrants the grant of FIVE THOUSAND PESOS (P5,000.00) hazard allowance, to the security guards and security drivers not earlier than the 15th day of November and not later than the 20th day of December.
- H. Use by UCPBS of armored vehicle with required manpower complement beyond the regular eight (8) hours of operation shall be billed by the SUPPLIER based on the rules for payment of overtime pay using the following formula:

$$\text{Monthly Contract Price} \\ \text{Excess Usage Rate Per Hour} + \text{_____} \times 130\%$$

(21.75 days x 8 hours)

Hourly rate of the basic daily wage x OT rate x number of hours worked

Normal work day – 125 % of hourly rate

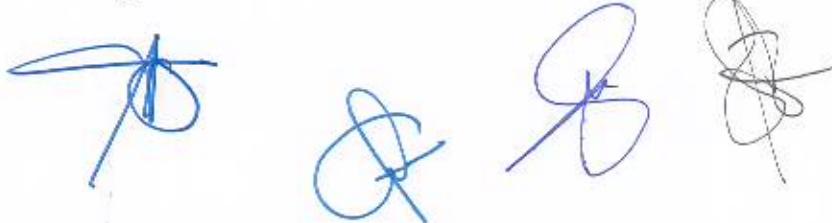
Special non-working day, regular holiday = 130% of hourly rate

- I. All service fees specified herein are hereby agreed to be inclusive of VAT and subject to withholding tax as required by law.
- J. UCPBS shall pay for the toll fees and ferry fares of armored vehicle during official travel.
- K. The SUPPLIER expressly agrees to pay UCPBS a fine in the amount as specified below, for every armored vehicle breakdown (mechanical or electrical or air-con malfunction) during the cash movement operations.

1st Offense	P2,000.00
2nd Offense	P4,000.00
3rd Offense	P6,000.00
4th Offense	P8,000.00

xv. DURATION

- A. The Agreement shall be for a term of one (1) year as stated in Section IV.
- B. The contract may be pre-terminated by UCPBS with a 30-day written notice to the SUPPLIER of such termination on any of the following grounds.
 - 1. Violation or non-compliance by the SUPPLIER with any of the terms and conditions of the contract;
 - 2. Unsatisfactory performance of the duties and responsibilities of the Armored Vehicle Personnel, or commission of any act by the later inimical to the interest of UCPBS;
 - 3. In case of misrepresentation on materials facts and documents during the bidding and after the award of contract;
 - 4. Occurrence of accumulated vehicle breakdowns (electrical and mechanical) and/or air conditioning system malfunctions of more than ten percent (10%) of the total number of contracted armored vehicles computed per month during the term of the contact based on reports submitted by UCPBS to the Security Services Department; and;
 - 5. In case of involvement of any employee of the SUPPLIER in robbery/hold-up of the serviced Branch/Units.
 - 6. In case UCPBS has no more reasonable necessity of the services of the SUPPLIER in a specific Branch.
- C. The SUPPLIER shall provide the following:
 - 1. Complete set of presentable uniforms with proper identification cards for all security drivers and security guards/escorts assigned to UCPBS. Security guards/escorts shall wear level iii-A bulletproof vests, blue overall and berets, with complete standard escort paraphernalia;
 - 2. Conduct annual medical examination including neuropsychiatric examination and drug test to its security drivers and security guards/escorts assigned or to be assigned to UCPBS, at any government license clinic/hospital. The corresponding certification of fit-to-work and results of said examination/test shall be submitted to UCPBS Security Services Department.
- D. The SUPPLIER shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. The performance criteria to be applied shall include, among others, the following:
 - 1. Quality of service delivered;
 - 2. Time management;
 - 3. Management and suitability of personnel;
 - 4. Contract administration and management;



5. Monitoring of its security guards/escorts in the field including the detachment that the security guards/escorts are tasked to protect;
 6. Timely delivery of armored car and provision of security guards/escorts as needed by the UCPBS Branch/Cash Center.
- E. During the term of the contract, UCPBS shall evaluate the SUPPLIER performance based on the foregoing criteria. If found deficient, the SUPPLIER shall be notified and given thirty (30) calendar days to correct the deficiency, otherwise, UCPBS may suspend payments and/or terminate the contract without incurring any liability thereon.
- F. In the event of termination for any cause, the SUPPLIER shall agree and guarantee that should UCPBS decide to transfer the required services to another provider or other arrangements, it shall provide UCPBS the necessary level of assistance during the transition.
- G. The SUPPLIER shall permit UCPBS, BSP, and other Regulatory Agencies to inspect the SUPPLIER's accounts and records relating to the performance of the SUPPLIER and to have them audited by auditors appointed by UCPBS, if so required.
- H. Further, the SUPPLIER acknowledges that it will be required to immediately take the necessary corrective measures to satisfy the findings and recommendations of the internal and/or external auditors appointed by UCPBS.

xvi. NON-DISCLOSURE

Information about UCPBS and its operation in this document is considered confidential and must be treated as such by the recipients of this Scope of Services (SOS). In the same manner, the response to this SOS which shall be specified as confidential shall not be disclosed to any Third Party.

1. Each party agree to hold and maintain confidential all information which shall come into its possession or knowledge in connection with the services and not to make use thereof other for the purpose of this services.
2. The Bidders undertake that it shall make appropriate instructions to its employees who need to have access to such information and materials to satisfy and comply with its confidential obligation as set forth in this Section.
3. This confidentiality obligation shall survive even after the termination of the CONTRACT.
4. The Bidders' shall, likewise, oblige the supplier/service provider to be bound by this confidentiality contract.
5. The Bidder's breach of this confidentiality provision shall entitle UCPBS to legal and other equitable remedies including but not limited to the immediate cancellation of this Contract and shall entitle UCPBS for claim of damages and injunctive relief under the circumstances. UCPBS may also elect to terminate further access by the Bidders to any data and information.
6. A Non-Disclosure Agreement between UCPBS and the Bidder will form part of the contract that outline confidential material knowledge, or information that both parties wish to share with one another for certain purposes, but wish to restrict to or by Third parties.

xvii. OTHER CONDITIONS

1. Over and above the registration required of vehicles and its operations under existing transportation laws where all armored vehicles in the fleet of Private Security Agency (PSA)/Company Guard Force (CGF) are inventoried/reported with PNP, hence, submission of certification from PNP is required.
2. The SUPPLIER shall bid for all the seven (7) Branches as shown in Clause III Deployment/Assignment.

Four handwritten signatures in blue ink are positioned at the bottom right of the page. From left to right: 1) A signature starting with a large 'P' and ending with an arrow-like flourish. 2) A signature starting with a large 'J'. 3) A signature starting with a large 'B'. 4) A signature starting with a large 'D'.

3. The SUPPLIER shall submit the following:
 - a. Company profile with the list of corporate clients in the field of banking or similar financial institutions for the last five (5) years indicating its latest Project, number of guards deployed and the duration of the contract, duly signed by the authorized representative for conformance.
 - b. Organizational set-up. The SUPPLIER should be run by key officers, majority of whom have relevant military or police background
 - c. Valid and regular License to Operate (LTO) or Certificate of Under Process (CUP) as Security Agency issued by the PNP Supervisory Office on Security and Investigation Agencies.
 - d. List of motor vehicles/transportation equipment, communication equipment, cellular phones and other security devices/equipment registered in the name of the SUPPLIER that may be used/assigned to UCPBS.
 - e. List of registered firearms from the Firearms information Management Systems (FIMPS), Firearms & Explosives Division (FED), PNP indicating the description, model, caliber, serial number, license number and corresponding ammunitions under the name of the SUPPLIER to be used/dedicated for UCPBS.
 - f. Copy of Notarized latest disposition of its clients, security guards and firearms submitted to PNP-SOSIA
4. Evaluation of Security Complement shall be submitted upon receipt of Notice of Award or within ten (10) calendar days prior to the issuance of Notice to Proceed.
5. The SUPPLIER shall submit a Certification of its manpower complement for the seven (7) Branches of awarded cash transport security services (each armored vehicle x 3 crews) licensed security personnel, which number shall be maintained throughout the duration of the contract. Furthermore, the SUPPLIER shall provide reserve guards, which shall not be less than (10%) of the total number of security guards that will be posted at UCPBS, together with their 201 files (photocopy) as pool of immediate relievers in case of absence of any Security Personnel assigned to UCPBS Cash Center or Branch particularly during emergency leave of absence and absence without official leave.
6. Immediately after an incident has transpired, e.g. vehicular accident, hold-up, and the like, the SUPPLIER shall make a verbal report to the UCPBS Security Services Department and UCPBS Branch Security Officer or UCPBS Unit Head of Cash Center as the case maybe and shall, within twenty-four (24 hours, submit to UCPBS Security Services Department and UCPBS Cash Center or Branch written report of the incident involving the assigned armored car. UCPBS Security Services Department may require the SUPPLIER to conduct a thorough investigation of such incident.
7. Within a period of three (3) months after the effectivity of the contract, the SUPPLIER, with the presence of the UCPBS's representative, shall administer the conduct of actual firing of the issued firearms by the assigned security personnel themselves; with the objectives of improving their firearms proficiency, gun safety and to check the operational conditions of the firearms. The result of the actual firing to include the condition of the firearms used shall be submitted to the UCPBS Security Services Department at UCPBS Head Office
8. UCPBS may, at its own discretion and for whatever reason/s, demand the replacement of any personnel of the Supplier assigned to UCPBS. In which case, the SUPPLIER shall, upon notice by UCPBS will cause the replacement of personnel concerned within twenty-four (24) hours.
9. The SUPPLIER shall submit to UCPBS Security Services Department and Branch or Cash Center a Certification that an annual testing is performed of its Business Continuity Plan for UCPBS (BSP requirements)



10. A Business Continuity Plan. The SUPPLIER shall provide UCPBS with a business Continuity Plan in cases wherein the SUPPLIER cannot provide UCPBS with the required services during a disaster and other service disruption such as employee strikes, etc. It shall contain the comprehensive procedures necessary to resume business to its normal operation in the least possible time:
 - *Emergency Response Procedures – appropriate emergency response to a disaster, or any other activity in order to protect and mitigate the damage;
 - *Backup Operations Procedures – to ensure that the services can be conducted after the disaster or continuity of service.
9. It is understood that UCPBS reserves the right to reject any or all proposals/quotations, waive any defect/s or informality/ies therein, or accept the proposal which is most advantageous to UCPBS.
10. It is understood by all bidders, that all quotations must incorporate the terms and conditions indicated in this SOS document. Response documents will be the property of UCPBS and will no longer be returned to the bidders.
11. Standard of Service – The Bidder shall fulfill its obligations under this service according to the best acceptable professional standards. The bidder shall exercise all reasonable skill, care, diligence and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of the government. To attain these ends, the Bidder shall provide personnel with qualifications and experiences as may be required for the best fulfillment of the services, subject to the approval of UCPBS.
12. Non-Assignment – Assignment of any part of the contract, or payment under the contract without prior written consent of UCPBS is not allowed. Subcontracting is not allowed.
13. Conflict of Interest- The Bidder and its key staff, who may be directly associated with entities that may have an interest in or bias against any UCPBS project/service, shall.

xviii. WARRANTIES

The SUPPLIER hereby represents and warrants that:

- A. 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;
- B. 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 SUPPLIER, which has been duly authorized by all necessary corporate actions, and thus, this Contract, when executed, shall be valid and binding upon the SUPPLIER and enforceable in accordance with terms provided herein;
- C. It conduct its business in accordance with all applicable statutes, laws, regulation, ordinance, rules, judgement, orders, decrees, agreement, or government restriction in the Philippines necessary for the operation of its business;
- D. All orders, consents, approvals, or authorization 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 SUPPLIER;
- E. To the best of its knowledge, there are no action, 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 operation, condition, properties or assets, financial or otherwise;
- F. It is duly registered as 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;
- G. 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;
- H. 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.
- I. It is compliant with all the requirements DOLE Department Order No. 150, Series of 2016; and

Three handwritten signatures in blue ink are present at the bottom right of the page. The first signature is a stylized 'JP', the second is a stylized 'JG', and the third is a stylized 'JC'.

- J. that the SUPPLIER 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.

xix. PAYMENT

- A. The SUPPLIER shall open a saving or current account with UCPB Saving Bank where payment under this Contract shall be credited.
- B. For and in consideration of the service to be rendered by the SUPPLIER to UCPBS, UCPBS shall pay the SUPPLIER the rate per armored car, security driver and escort guard as prescribed in Annex "D" of this contract on 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 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 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 Allowance, 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 SUPPLIER shall notify UCPBS, in writing one (1) week from the effectivity of such increase so that the necessary adjustments shall be effected.

xx. CONFIDENTIALITY

The SUPPLIER 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 SUPPLIER, the security guards/personnel deployed in the service of UCPBS 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 SUPPLIER solidary liable with UCPBS for violation of RA No. 1405 and Bank Secrecy Laws. Furthermore, the SUPPLIER shall keep information, documentation other data of the Bank separate from its other clients.

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

xi. MISCELLANEOUS

- A. The Parties have likewise agreed on the following:

1. Data Privacy. The SUPPLIER shall comply with Republic Act No. 10173 (Data Privacy Act of 2012), and all other applicable laws and regulations of the times, treat all data and information provided by UCPBS, such as but not limited to data on deposit and investment in government securities, as confidential to the BANK and will not disclose these to any third party without UCPBS's written consent.
2. The SUPPLIER agrees to reimburse UCPBS for any fine/claim that UCPBS shall be required to pay by reason of the SUPPLIER's, or its directors, officers, employees, and security guards; negligence or breach of its duty to maintain data privacy and confidentiality. In this connection, UCPBS shall offset against any of the SUPPLIER's receivable from UCPBS, any fine/claim paid by UCPBS due to such negligence or breach, provided that a written notice about such offsetting is given by UCPBS the SUPPLIER.
3. **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.



4. **Segregation of Data.** The SUPPLIER shall ensure segregation of UCPBS's data from that of the SUPPLIER and its other clients.
5. **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 SUPPLIER shall provide UCPBS access to its information relevant to the performance of security services hereunder. However, such information shall not include information with respect to the SUPPLIER'S overhead costs, personnel payroll, and other internal costs.

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

The SUPPLIER shall grant BSP access to its operation in order to review the same in relation to the outsourced activities/services.

The SUPPLIER shall immediately take the necessary corrective measures to satisfy the finding and recommendation of the BSP examiners and those of the Internal and/or external auditors of UCPBS.

6. **Levels of transition.** The SUPPLIER shall ensure that it will provide all the necessary levels of transition if UCPBS decides to transfer to other service providers or pursue other arrangements.
7. **Change of ownership.** In the event of change of ownership, assignment, attachment of assets, insolvency, receivership, closure of business dissolution of SUPPLIER or application for suspension of payment by the SUPPLIER during the term of this Contract, UCPBS 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 UCPBS's use of the armored security services, at no additional cost to UCPBS except those due herein. The foregoing obligation of the SUPPLIER shall extend to any of its successors, assigns or duly appointed receiver.

In addition to the above rights, UCPBS shall have the right to pursue and exhaust all other means provided by law to ensure that its operation covered by the SUPPLIER's armored 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 the Contract is held to be invalid, illegal or unenforceable, the validity legality and enforceability of the remaining provision shall not in any way be affected or impaired.
- F. This Contract shall not impair or impede the right of UCPBS to enter into a similar contract with other security agencies.

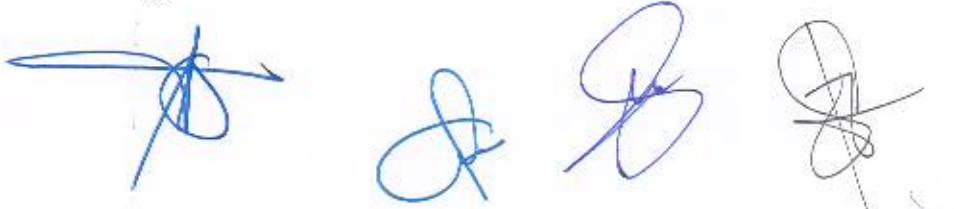
Four handwritten signatures in blue ink are arranged horizontally. From left to right: 1) A signature consisting of a large, stylized letter 'A' followed by a horizontal line. 2) A signature consisting of a large, stylized letter 'S'. 3) A signature consisting of a large, stylized letter 'B'. 4) A signature consisting of a large, stylized letter 'C'.

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 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 SUPPLIER, however, may not assign or subcontract this Contract or any portion of the jobs specified herein without prior written consent of UCPBS.

xxii. DURATION AND GROUNDS FOR TERMINATION OF THE CONTRACT

- A. This Contract shall take effect upon signing of the 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.
- B. However, UCPBS may immediately terminate this Contract by written notice in case of the SUPPLIER'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 SUPPLIER shall provide UCPBS the necessary assistance for the proper turnover of its functions/services.
- C. Furthermore, UCPBS or the SUPPLIER 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).

Four handwritten signatures in blue ink, likely representing the signatures of the parties mentioned in the preceding text. The signatures are fluid and vary in style, appearing to be initials or names.

BILL OF QUANTITIES

BUDGET COMPUTATION		
A. Manpower		
Rate/month		
Government Fees @ 15%		
Admin Rate @ 20%		
Manpower rate/month		
For 3 Manpower		-
B. Vehicle Operation		
Fuel Consumption		
Repair & Maintenance		
C. Vehicle Cost		
Depreciation		
Registration		
D. Other Expenses		
Bonds & Insurance		
E. Admin Expenses & Profit at 10%		-
TOTAL before VAT		-
12% VAT		-
TOTAL COST		-
Profit @ 5%		-
TOTAL CONTRACT PRICE / MONTH		-
TOTAL CONTRACT FOR 7 ARMORED CARS		-
TOTAL CONTRACT FOR 1 YEAR		-



Section VIII. Checklist of Technical and Financial Documents

Four blue ink signatures or initials are arranged horizontally at the bottom right of the page. From left to right: 1) A stylized signature that looks like 'P' or 'A'. 2) A signature that looks like 'J'. 3) A signature that looks like 'G'. 4) A signature that looks like 'S'.

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).

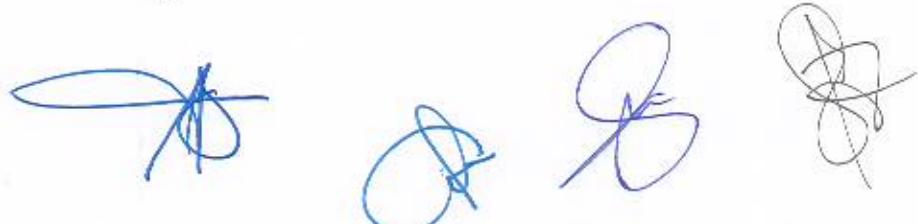
Technical Documents

- (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
- (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).



Section IX. Bidding Forms



Bid Form# 01 Bid Form

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 Amount and Purpose of
of agent Currency Commission or gratuity

(if none, state "None") /

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

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

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

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [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: _____

Four distinct blue ink signatures are arranged horizontally. The first signature on the left is a stylized 'T' or 'J' shape. The second signature is a more fluid, cursive 'A' or 'D' shape. The third signature is a large, expressive, swirling 'B' or 'G' shape. The fourth signature on the right is a complex, circular and looping design.

Bid Form# 02 Contract Agreement Form

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]

Four distinct blue ink signatures are arranged horizontally. From left to right: 1) A signature consisting of a large, stylized 'P' or 'J' shape with a horizontal line extending from its top. 2) A signature consisting of a large, stylized 'A' or 'D' shape with a horizontal line extending from its bottom. 3) A signature consisting of a large, stylized 'S' or 'B' shape with a horizontal line extending from its top. 4) A signature consisting of a large, stylized 'G' or 'C' shape with a horizontal line extending from its bottom.

Bid Form# 03 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.

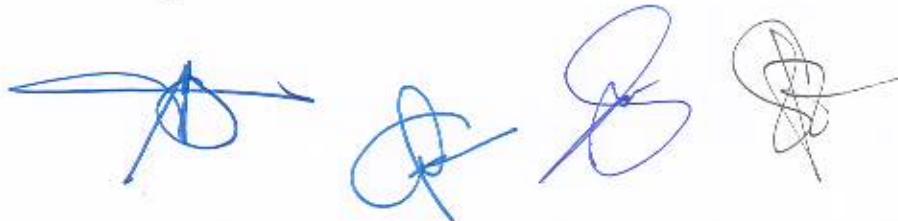
IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____ at _____, Philippines.

[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# 04 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:

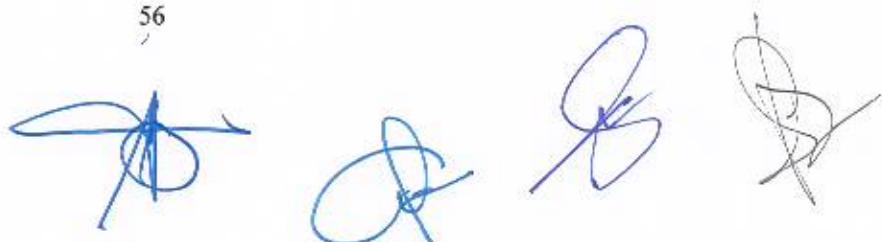
1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of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

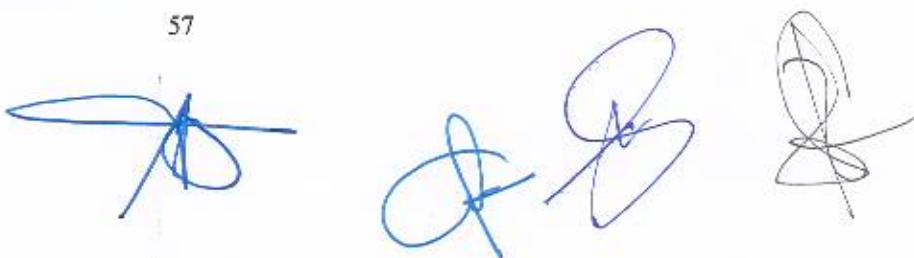
[Format shall be based on the latest Rules on Notarial Practice]



Bid Form# 05 Section VI. Schedule of Requirements**VII. SCOPE OF SERVICE**

The cash transport security services shall comply with following standards;

1. The cash transport security service will be utilized for deposits/pick-ups of cash and checks, fund transfers, cash assistance and cash loading and cash loading and replenishment of off-site ATM terminals to any destinations within the specified covered areas of jurisdiction, from Monday to Friday (8- hours per day) and if needed during weekends, holidays and Declared non-working days and/or as the need arises.
2. Dispatching and scheduling of trips of the armored cars will be done by the assigned personnel of UCPBS Branch. Any instruction/changes involving the said assignments shall be made in writing and communicated to the SUPPLIER for the effective delivery of its service. Likewise, the SUPPLIER shall abide by the rules and regulations set by UCPBS.
3. The cash transport security service shall be manned by one (1) armed security driver and two (2) security guard/escort, all licensed and qualified in accordance with the minimum qualification standards herein stated, employed by the SUPPLIER.
4. Fuel consumption, repairs and regular preventive maintenance, LTO registration, insurance and other incidental expenses (i.e. purchase/ replacement of spare parts) and all other supplier needed to operate the armored vehicles shall be for the account of the SUPPLIER. The SUPPLIER shall always ensure the roadworthiness of the vehicle and shall maintain its good running condition.
5. The SUPPLIER shall submit to the concerned UCPBS Branch/Cash Center the odometer reading of the armored vehicle in case distance of travel in excess of 50 kilometers (one way) travelled from the UCPBS Branch to the deposit-pick up site or ATM site, the cost of fuel will be for the account of UCPBS.
6. In case of engine trouble and/or malfunctioning of the armored vehicle, the SUPPLIER, upon proper notification, shall immediately replace/change the armored vehicle with the same bullet resistance as specified in item V (a) without cost to UCPBS.
7. The SUPPLIER shall, for duration of the contract, cover the armored vehicle/s with a comprehensive insurance secured from a reputable insurance company to insure both the SUPPLIER and UCPBS from damages to the vehicle against third parties and properties in case of accidents involving the armored car/s. Participation fee however, that may be required outside the comprehensive insurance policy, shall be for the account of the SUPPLIER. The SUPPLIER shall indemnify UCPBS from any liabilities arising from any incidents and/or accidents that may be incurred while in the performance of official duties and/or during the effectivity of the contract.
8. The SUPPLIER shall issue one (1) cellular phone and sufficient supply of call card load for the UCPBS Roving Teller for coordination and monitoring. Personal cellular phones by security drivers and guards during cash movement operations is strictly prohibited.
9. UCPBS may reject the SUPPLIER's armored vehicle/s that may fail to pass and/or do not conform to UCPBS's specification.

Security Driver and Security Guards/Escorts

1. They shall maintain/ensure the confidentiality of all the transaction/activities of the Collection Team.
2. They shall maintain a list of emergency contact number of the nearest PNP/Barangay Station, hospital, Local Disaster Risk Management office and Bureau of fire Protection en-route to and from the Collection/delivery points/branches that will be posted inside the armored car.
3. They shall properly coordinate with the UCPBS Security Service Department/Cash Center/Branch Security matters affecting the security and safety of the Collection Team.

DEPLOYMENT/ ASSIGMENT

Branch Banking Group	Branch	No. of Cash Transport Security Services	No. of Security Driver	No. of Security Escort
Luzon-1	Tanay, Rizal	1	1	2
	Tanza, Cavite	1	1	2
	Sta. Rosa, Laguna	1	1	2
Luzon-2	Puerto Princesa	1	1	2
	Libmanan	1	1	2
	Pili	1	1	2
Visayas	Tuburan	1	1	2

Total Number of Security Driver - 7

Total Number of Security Guards - 14

UCPBS has the option to re-assign the deployment of cash transport security services within the Branch Banking Group and has the option to increase the number of cash transport security services as long as the cost of the Increase of said services is within the minimum wage of said Region and within the approved budget of the contract.

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

Bid Form# 06 Section VII. Technical Specifications**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 Cash Transport Security Service for Specific UCPB Savings Branches (ITB-GSD-010-09-08-2023)

Item	Specification	Statement of Compliance
	General Requirements: Refer Annex "A", "B" and "C"	
I.	Qualifications	
	Specific experience of the One (1) Year Third-Party Cash Transport Security Service for Specific UCPB Savings Branches relevant to the assignment 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. And TWO (2) years of continuous experience with any financial institutions.	
	SCOPE OF WORKS	
	A. ARMORED CAR 1. Must be bullet resistant to firepower of high-powered firearms, such as M16, M14 & AK 47 rifles (Supplier must submit valid/current PNP Accreditation of Armored Security Services); 2. Engine of armored vehicle shall not be more than five (5) years inclusive of the term of the contract; 3. Armored plate should at least 8.55mm thick JFE or its equivalent; 4. Vault with dual combination and chute, can accommodate at least six (6) fully Loaded 14"x14"x24" duffle bags designed to prevent retrieval of the cargo while in transit; 5. Cushioned armored car interior. Captain's chair with seat belt (for the Roving Teller); 6. Handle bar which will be placed inside the armored car rear door jamb;	



- | | | |
|--|--|--|
| | <ol style="list-style-type: none"> 7. Dual type air-condition; 8. With at least five (5) or six (6) gun port with steel plate windows with lock, Materials to be used on the steel plate windows must be the same material with the armored plate; 9. With complete tools, fire extinguisher, spare tire, first-aid kit and gas mask; and 10. Engine displacement not exceeding 2500 cc for gasoline engine or 4500 cc for diesel engine and for Euro 4 emission standard for automatic. | |
|--|--|--|

The SUPPLIER must have readily available armored vehicles in good running condition of the same bullet resistance as specified in Item V (a) for emergency use and/or for immediate replacement in case of breakdown of the units assigned to UCPBS.

Proposed Security and Route Plan for UCPBS

1. The SUPPLIER shall conduct an ocular inspection of areas covered and submit a Comprehensive Security Survey Report to UCPBS, which shall be the basis of the proposed security and route plans, and
2. The SUPPLIER shall execute a Notarized Affidavit of Non-Disclosure of all the transaction/activities that transpired before, during and after the duration of the Contract with UCPBS.

B. FIREARMS AND OTHER SECURITY PARAPHERNALIA REQUIREMENTS FOR EACH ARMORED

1. Two (2) 12 GA Shotgun each with fifteen (15) rounds of ammunition for the security escorts;
2. Three (3) cal. 9mm pistol with three (3) magazines each with ten (10) rounds of ammunition for the security escorts and security driver;
3. Four (4) Bullet Proof Vests, Level III-A (3 for armored crews and 1 for Bank's Roving Teller);
4. Three (3) Steel Helmets;
5. One (1) communication equipment preferably cellular phone and/or radio with regular and sufficient supply of call card loads for the Roving Teller.

Note: The above firearms, ammunitions and security equipment/tools may increase or decrease as required by UCPBS.

1. The SUPPLIER shall provide a list of its Registered Firearms from the Firearms Information Management System (FIMS), Firearms and Explosives Division (FED), PNP indicating the description, model, caliber, serial number, license Number and corresponding ammunitions which shall be dedicated by the SUPPLIER to the UCPBS.
2. The SUPPLIER shall execute an Affidavit that it has readily available replacement firearms and ammunitions in its arsenal in case the need arises. Firearms and ammunitions dedicated to UCPBS should be on stock before the start of the contract.

C. SECURITY DRIVERS AND ESCORTS

The SUPPLIER assures and warrants that qualifications other than those required by PNP-FESAGs for the security drivers and escorts to be assigned to UCPBS shall have passed the pre-posting screening conducted by UCPBS Security Services Department authorized

representative and herein below enumerated shall be strictly complied with at the initial posting:

1. Filipino citizen at least five feet and six inches (5'6") for Male and five feet and three inches (5'3") for female in height
2. At least 21 years old
3. At least high school graduate
4. For Security Driver, must be holder of the following:
 - With Professional Driver's License (Restriction #3) (for driver/escort guard);
 - Must have at least two (2) years of experience in driving an armored car
 - Valid License to Exercise Security Profession duly issued by the PNP-FESAGs/PNP-SOSIA;
 - With at least one (1) year security/military/police experience.
5. For Security Escorts, must be holder of the following:
 - Valid license to exercise security profession (Bank and Armored Guard) duly issued by PNP-FESAGS/PNP-SOSIA;
 - With at least one (1) year security/military/police experience.
6. Must have passed comprehensive Background Investigation (BI) conducted by the Winning bidder and to be submitted to UCPBS prior to posting;
7. Physically and mentally fit (must submit a medical certificate);
8. Passed the Neuro-Psychiatric and Drug Tests undertaken in any licensed government hospital and/or clinic/hospital accredited by PNP-SOSIA (Submit valid Nuero-Psychiatric and Drug Test result);
9. Not related to any PROCURING ENTITY employee up to the 3rd degree of affinity or consanguinity;
10. With Personal History Statement (PHS) in hard copy; whole body in complete security guard uniform and family pictures with complete names of each member, and local and national clearances in hand and scanned copy;
11. Must be of good moral character, has no pending case in court and never been convicted of crime (Submit valid NBI, Fiscal, Police and Barangay clearances).

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





62

Republic of the Philippines

gpb

