


Section VII. Technical Specifications/ Terms of Reference

| Specification/Terms of Reference | | |
|----------------------------------|---|---|
| Item | Description | Bidder's Compliance |
| | <p style="text-align: center;">SECURITY SERVICES FOR DOE VISAYAS FIELD OFFICE General Services Division (GSD)</p> <p style="text-align: center;">ABC = Php650,000.00 for the purpose of bidding, the ABC is for a 12 Month Period</p> | |
| | <p>The Department of Energy (DOE), as CLIENT, is looking for a responsible and duly licensed CONTRACTOR, a security agency which is a member of good standing of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) to provide the security requirements of the DO Visayas Field Office at 3rd and 5th floors, Escario Bldg., Escario St Capitol Site, Cebu City from sabotage, burglary, robbery, and other unlawful acts.</p> <p>I. GENERAL TERMS</p> <p>a. The SECURITY AGENCY, hereinafter referred to as "CONTRACTOR", agrees to perform the work described in the Terms of References</p> <p>b. Assignment and Subcontracting -Assignment and sub-contracting is not allowed.</p> <p>c. Confidentiality of Proprietary Data and Information All information and data, regardless of form, that is received from CLIENT shall be treated as confidential by CONTRACTOR, whether it is or is not labeled as confidential, and CONTRACTOR shall take all precautions necessary to prevent disclosure of such information or data verbally or in writing to others except upon the expressed written approval of CLIENT. Any third party to whom CONTRACTOR is authorized to provide such information or data shall be required, as a condition of receiving such information, to execute a Confidentiality Agreement suitable to CLIENT. Without the prior written approval of CLIENT, CONTRACTOR shall not use for any purpose other than the performance of the work contemplated by this Contract any information or document received from CLIENT.</p> <p>d. CONTRACTOR's Qualifications</p> <p>e.1. CONTRACTOR must be duly licensed in accordance with RA 5487 and its IRR of CY 2003 governing the security industry prior to submitting a bid proposal. CONTRACTOR must show the ability to provide and maintain administrative, operational, and logistical support for CLIENT.</p> <p>e.2. CONTRACTOR must be a well-organized security agency that offers its services within the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO)</p> |  |

standards and rates. **CONTRACTOR** must be able to compensate its guards in accordance with the DOLE minimum wage mandate or above; and has substantial capitalization that enables it to provide good and quality services to the clientele. It must have at least the following minimum requirements:

e.2.1. Company Organization (This includes the names of Company officers and Board of Directors, and Table of Organization).

e.2.2. Regular License to Operate (LTO) - the Agency must have or a holder of a valid License To Operate.

e.2.3. Government required benefits compliance – regular remittances of monthly premiums for SSS, EC, PAG-IBIG, and PHILHEALTH benefits contributions. Proof of remittances should be attached to the billings.

e.3 Track Record References

The **CONTRACTOR** shall provide at least three (3) local client references whose facilities are comparable in size, profile and security services hours to **CLIENT** as described herein. The information that is to be included for each reference is the site description and address, the **CONTRACTOR's** length of service at the location, number of weekly hours provided, and a contact name with job title and telephone number. Also, include two (2) references of former accounts.

II. SCOPE OF WORK

- a. Secure and protect **CLIENT's** properties located at 3rd and 5th floors, Escario Bldg., Escario St Capitol Site, Cebu City from sabotage, burglary, robbery, and other unlawful acts. Protect the limbs and lives of **CLIENT's** officials, employees, guests, clients and contracted personnel in the **CLIENT's** premises and other sites where **CLIENT** is holding activities.
- b. Provide all assistance in case of emergencies, e.g., fires, typhoons, earthquakes and other calamities that might occur at **CLIENT's** premises, leased office areas and/or where **CLIENT** is holding official activities.
- c. Enforce a system of personnel identification and access control at doors and gates of **CLIENT's** work areas/spaces. To check and record persons and vehicles entering/leaving **CLIENT's** premises.
- d. Conduct routine patrol and monitoring of assigned areas relating to activities of security interests.

- e. Check and record equipment and materials brought in/out to and from CLIENT's premises. To ensure all materials/equipment taken out from CLIENT's premises are checked and recorded and with the proper gate pass approved by authorized representative/s of CLIENT.
- f. Log personal items brought in and out of the CLIENT's premises for monitoring and reference purposes especially when such items are to be taken out later from the CLIENT's premises.
- g. Submit daily routine security report in the 1st working hour of the next day to the authorized representative/s of CLIENT, to include unusual incident reports and observation reports when necessary.
- h. Log all security-related incidents and activities at all times in a logbook to be provided by the CONTRACTOR. The accomplished logbooks must be surrendered to CLIENT annually.
- i. Comply and strictly follow the 11 General Orders (GO) for security professionals and CLIENT's Security Policy and the Guidelines on Contracted Workers as indicated in Annex "A" of the Security Contract.
- j. CONTRACTOR shall likewise implement, enforce or obey such orders, instructions, or policies the CLIENT may, from time to time, issue as per Special Order (SO) to ensure security and protection of the latter's personnel and properties, and CONTRACTOR warrants and represents that all its security personnel assigned to CLIENT shall follow, obey, observe, and implement such orders, instructions, or policies. Copies of such SOs shall be on file with the guard and DOE-VFO Director.
- k. Conduct general security survey of CLIENT's premises once a year and/or as necessary to assess the adequacy of control and security and safety measures being implemented.
- l. Guards shall undergo training seminar or refresher course on Proper Gun Handling and Fire Arm Proficiency Test every six (6) months at the expense of CONTRACTOR and shall furnish CLIENT with a Certification to this effect issued by the concerned Range Officer where the firing and gun-handling safety exercises were conducted. CLIENT'S concerned personnel and officials directly supervising/handling the security activities shall be included in the exercise. Any security guard that fails on this subject training shall be pulled out from duty at CLIENT'S premises and cannot be re-assigned to CLIENT'S premises until such time that he/she passes said training course.
- m. Implement and enforce all other DOE and office security and safety policies that may be promulgated from time to time by CLIENT.
- n. Contractor shall abide with all health and safety protocols, particularly COVID-19 related measures, issued by the CLIENT and other agencies. For this purpose, the CONTRACTOR shall provide the necessary supplies and materials to ensure the safety of its security personnel.

- o. Implement the Client's Health and Safety Protocols including the protocols for COVID – 19.
- p. Implement and enforce all other DOE security and safety policies that may be promulgated.

III. STANDARDS OF WORK

a. General Standards

All services shall be performed with the highest standard of security contract performance, as typified by the standards customary to government offices, and in accordance with all national and local laws. **CONTRACTOR** will be responsible for ensuring its security personnel is familiar with and accomplishes the functions and tasks as outlined in Annex "C", Eleven (11) General Orders for Security Professionals and does so in a manner consistent with the behavior expected of all associates of **CLIENT**.

a.1. Storage and Security of Equipment and Supplies

CONTRACTOR shall have full responsibility for storing equipment and supplies used in connection with the work. Storage space will be provided by **CLIENT** as available.

a.2. Inspection

CLIENT contemplates, and **CONTRACTOR** hereby agrees to, a thorough minute inspection by **CLIENT's** Designated Security and Safety Officer or his/her representative or other agent of **CLIENT** of all work and equipment furnished under this Terms of Reference.

a.3. Health and Safety

a.3.1. **CONTRACTOR** shall abide with all health and safety protocols, particularly COVID-19 related measures, issued by the **CLIENT** and other agencies. For this purpose, **CONTRACTOR** shall provide the necessary supplies and materials to ensure the safety of its security personnel.

a.3.2. **CONTRACTOR** shall take all precautions necessary and shall be responsible for the safety of all works to be performed by its security personnel assigned at **CLIENT's** premises. **CONTRACTOR** shall not require any person employed in the performance of the contract to work in conditions which are unsanitary, hazardous, or dangerous to his or her health or safety as determined and provided under the Occupational Safety and Health Standards (OSHS), as amended, promulgated by the Department of Labor and Employment.

a.3.3. The importance of safety of all workers shall be recognized and accident prevention shall be an integral part of **CONTRACTOR's** operations. **CONTRACTOR** shall conduct the work in a safe and practical manner, in conformance with the safety and health standards made applicable to the work by national and local laws.

b. Recruitment and Hiring Process

b.1. **CONTRACTOR** should submit the established hiring process policy. Each security personnel assigned to duty at **CLIENT's** site is required to be or to have at least:

- b.1.1. Licensed for performance of security services, as required by RA 5487 and its CY 2003 IRR.
- b.1.2. Completed the basic pre-licensing training course prescribed by the law from duly recognized training course and training institution.
- b.1.3. A valid driver's license or picture identification card.
- b.1.4. Freedom from any judgment of incompetence by any court for mental defect or disease.
- b.1.5. Filipino citizen.
- b.1.6. Ability to read, write, speak, and understand the Filipino/English language to the extent of giving and understanding written orders and verbal instructions, and being capable of composing reports which convey complete, clear, accurate, credible and timely information.
- b.1.7. Physically fit and without any physical deformities;
- b.1.8. Not color blind;
- b.1.9. Have no record or case of nervous breakdown or psychiatric impairment. **CONTRACTOR** shall submit the latest Neuro-Psychiatric Test Result of the guard for evaluation by **CLIENT'S** Chief Security and Safety Officer (CSSO) or authorized representative.
- b.10. Of good moral character. **CONTRACTOR** shall be required to submit a copy of the guards current NBI, PNP and Court clearances to show that the guard do not have any record of any criminal offense.
- b.11. Free from any civil convictions or litigation involving theft, battery, slander, public misconduct, assault, or similar proceedings.

IV. MANPOWER REQUIREMENTS

| POSITION | NO. OF PERSONNEL |
|--|------------------|
| Security Guard (12-hrs) VFO Premises 7:00 AM to 7:00 PM, Monday to Saturday | 2 |
| TOTAL | 2 |

In any event that the DOE will require augmentation of SG personnel, the DOE may request additional SGs for emergency and immediate deployment in excess of the number of SGs required under this Contract. The DOE shall be billed separately for the extra personnel that will be provided by the Supplier as requested by DOE.

a. Qualification of Security Personnel:

Male Security Guards

1. Holder of valid Security Guard's license;
2. Not more than 45 years old;
3. Not less than 5'2" in height;
4. Weight within 120 to 160 lbs;
5. Physically, mentally and medically fit for the job;
6. At least two (2) years-experience

b. Personnel Screening Requirements

- b.1. All personnel of **CONTRACTOR** to be assigned at **CLIENT** are required to have on **CONTRACTOR's** files the following:
a) Physical/medical result; b) Neuro-Psychiatric Examination result; and c) Background Investigation result.
The documents shall be attached to the individual 201 file.

- b.2. Background investigations shall be conducted and documented by **CONTRACTOR** to verify that each personnel, prior to assignment to **CLIENT**, has accurately completed **CONTRACTOR's** employment application and meets the qualifications set forth above.

- c. **CLIENT**, through the CSSO or his representative/s, will meet and/or review applicants prior to permanent assignment and reserves the right to request **CONTRACTOR** to add or remove any security personnel from the **CLIENT's** area. **CLIENT** reserves the right at any time to order any personnel of **CONTRACTOR** removed from account with cause.
- d. **CONTRACTOR** shall prescribe to recruitment and hiring practices that will attract and select the most qualified applicants. Screening and interview procedures shall include personnel interviews with **CONTRACTOR's** management-level staff, drug testing, criminal records check, and verification of an already-in-process application for a Philippine National Police issued license, as applicable.

- e. **CLIENT** shall have the right to approve any **CONTRACTOR's** security personnel, to be employed at **CLIENT's** site.

e.1. Drug, Alcohol, and Other Contraband Policy

- e.1.1. **CONTRACTOR** must have a comprehensive drug and alcohol-testing program and provide evidence of such a program, including any related policies. Testing shall be conducted by a government accredited laboratory.

f. Training

CONTRACTOR will be solely responsible for ensuring that its security officers and security guards are trained and competent in the performance of their duties as outlined by **CLIENT's** Principal Post Requirements and Post Order Requirements. **CONTRACTOR** is required to conduct a training relevant to the nature of work.

At a minimum, required training will be categorized into four (4) specific areas:

f.1. Orientation and Initial Training

Orientation/initial training shall first occur in **CONTRACTOR's** office and include the basic introductory guard courses typically administered. The subjects learned in orientation shall effect, at a minimum, a knowledge of private security's legal obligations and rights, the powers of arrest, customer care/satisfaction, familiarity with local and national codes as it pertains to private security, security policy/procedure familiarization, emergency procedure familiarization, disaster response familiarization, incident report writing and basic vehicular traffic rules and regulations.

f.2. Emergency Medical Response Training

Minimum training requirements are that at least the Detachment Commander and Security Officers all shift supervisors will be CPR and first aid trained at **CONTRACTOR's** expense. Such training shall occur within three months of being assigned to the post and must be updated as dictated by the certification received. There must always be fully-trained and certified contract security personnel on duty at the site to respond to medical emergencies.

f.3. Specialized Training

Specialized training shall include, but not limited to, **CLIENT** relations/customer service, de-escalation training, and the use of any other special equipment or systems. Such training will be performed as identified and evaluated by **CONTRACTOR**. The following skills should be addressed:

- f.3.1. Warmly greet **CLIENT's** occupants, tenants, visitors, guests, contractors, workers and employees.

f.3.2. Possess ability to communicate in a professional manner

f.3.3. Be able to accurately guide guests and visitors to the various DOE offices.

f.3.4. Exercise good judgment in decisions and apply initiative when needed.

f.3.5. Ability to demonstrate, follow, understand, and apply operational instructions, including **CLIENT's** security, safety and health procedures.

f.3.6. Place emphasis on good effective communications to ensure a customer service-oriented approach in carrying out all of the above duties involving personnel interface.

f.3.7. Counter-surveillance training to be able to determine if the site or an individual at the site is under surveillance.

f.4. Gun-Handling

All security personnel deployed at **CLIENT's** premises shall undergo training seminar or refresher course on Proper Gun Handling and Fire Arm Proficiency Test every six (6) months at the expense of **CONTRACTOR** and shall furnish **CLIENT** with a Certification to this effect issued by the concerned Range Officer where the firing and gun-handling safety exercises were conducted. **CLIENT's** concerned personnel and officials directly supervising/handling the security activities shall be included in the exercise.

Any security guard that fails on this subject training shall be pulled out from duty at **CLIENT's** premises and cannot be re-assigned to **CLIENT's** premises until such time that he/she passes said training course.

g. Evaluation Procedures

All contracted security personnel shall be afforded both informal and formal reviews by the supervisory or management personnel. Informal reviews are to take place quarterly, and each personnel shall have a formal written review annually. As is appropriate, these reviews may be shared with **CLIENT**.

h. Uniforms

h.1. All contracted security personnel assigned to **CLIENT's** premises will be required to report for duty in a uniform consisting of the proper designated attire. Complete uniforms are to be purchased by **CONTRACTOR** for the security personnel. All colors, patches, designs, styles, etc., must comply with the CY 2003 IRR of RA 5487.

h.2. **CONTRACTOR** shall provide **CLIENT** with a list of all uniform items provided to each security officer assigned to **CLIENT**.

h.3. Due to the nature of our environment, contracted security personnel must always be professionally presentable, which will require them to be able to change uniforms during the course of their shift, on occasion, as is necessary.

V. EQUIPMENT, DEVICES, SUPPLIES AND MATERIALS

CONTRACTOR shall provide the supplies, materials, equipment and devices as indicated in Annex "D" at its own expense.

VI. BILLINGS AND PAYMENTS

CONTRACTOR to submit on or before the 2nd day of the following month its bill on services rendered for the preceding month and accompanied by a Sworn Affidavit by **CONTRACTOR** to the effect that it has paid all the wages and benefits of the security personnel detailed to **CLIENT**, in accordance with existing laws, including the full remittance of premiums for SSS, EC, Pag-ibig, and Phil-health monthly contributions which were collected from the salaries of their concerned employees. **CONTRACTOR** shall submit as proof a Certified True Copy (CTC) of their official copy of monthly remittance to said government offices reflecting the names of their personnel assigned to **CLIENT**. **Any billing submitted without the foregoing documents will not be processed.**

VII. LIABILITY STIPULATION

CONTRACTOR shall be responsible and liable in case of loss or damage that may occur within the properties of **CLIENT** when such loss and damage is due to the negligence of **CONTRACTOR**, its guards and representatives or due to the infidelity or abuse of authority delegated to them.

CONTRACTOR shall be responsible and liable in case of loss or damage within the properties of **CLIENT** which loss or damage occurs inside the premises of **CLIENT** including loss or damage to vehicles while parked inside the premises, as well as the general exclusion as set forth and provided the loss or damage occurred within the tour of duty of the guards; and it has been established after proper investigation by **CLIENT** in conjunction with **CONTRACTOR** and/or reputable law enforcement agencies where required, that said loss or damage is due or traceable to the negligence of the guards on duty and there is a showing of entry, whether with or without force, to a door, window, or other points of entry, **CONTRACTOR** shall be responsible therefore.

The liability of **CONTRACTOR** shall extend to the value of the loss of property due to such incident. **CONTRACTOR** shall pay to **CLIENT**, officer, employee, or guest to the extent that such loss or damage are not fully compensated under the Performance Bond Article hereof, and the liability of **CONTRACTOR** or its guards, or its representatives is

established hereof within a period of thirty (30) days from the date of incident.

CONTRACTOR shall be responsible and liable for the proper faithful performance of duty of its guards and personnel and shall hold **CLIENT** free and harmless from any form of physical or bodily injury or death inflicted on any third party by its guard or personnel where such injury or death arises out of or in the course of performance of guard duties.

CONTRACTOR shall hold **CLIENT** entirely and completely free from and harmless from any liability cause or cause of action, claim or claims which may be filed by its guards and personnel, their heirs or families, by reason of their employment under this Contract, or under the provisions and implementing rules and regulation of the Labor Code of the Philippines or any other laws which are now in effect or may hereafter be enacted.

CONTRACTOR shall not be liable nor responsible for loss or damage of personal properties which are not visible to the guards or not entrusted to them, due to fortuitous events, force majeure or acts of God or where such loss was the result of any or all of the following: robbery in band, mob, violence, acts of dissidence or crimes involving subversive elements, war, revolution, demonstration, or rallies nor for acts of its guards under **CLIENT's** instruction not covered by the scope of this Contract.

VIII. OTHER SECURITY PREMIUMS/BONDS

CONTRACTOR shall also submit to **CLIENT** within ten (10) calendar days from signing of the Contract the following additional bonds and securities issued from GSIS and/or any reputable insurance companies duly accredited and registered under the Office of the Insurance Commissioner (OIC):

1. Liability Insurance to cover bodily injuries at P100,000.00 per person per accident for a total of P500,000.00 for five (5) persons aggregate per accident and for property damage at P1,000,000.00 aggregate per accident for a grand total of P1,500,000.00 Comprehensive General Liability (CGL) insurance; and
2. Labor Bond/Security in the amount equal to 100% of the Total Labor Cost for the twelve (12) months salaries of security personnel assigned to **CLIENT's** premises as indicated in **CONTRACTOR's** bid to answer for the wages due the security personnel should **CONTRACTOR** fail to pay the same, as provided under Article 108 of the Labor Code of the Philippines.

IX. CONTRACTOR's ADDITIONAL RESPONSIBILITIES

- a. Timely payment of monthly salaries/wages of their security personnel assigned at **CLIENT's** premises;
- b. Quarterly meetings at **CLIENT's** premises to discuss with the CSSO or as called for and requested by **CLIENT** or his authorized representative/s the smooth implementation of

- security activities especially when there are special big events/functions and un-programmed events to be held at **CLIENT's** premises. Also, to discuss previous undertakings or activities for improvement or implementation;
- c. Timely delivery of equipment, supplies, and materials as provided in the Contract;
 - d. One (1) set of complete uniforms shall be provided free-of-charge to all security personnel to be detailed at **CLIENT's** premises; and
 - e. The cost of all required skills and training requirements of the security personnel deployed at **CLIENT's** main office premises and leased office areas at PNOC Building 5, as well as the equipment, devices, supplies, materials, etc. shall be borne or considered by **CONTRACTOR** as part and/or under its Agency's Fee / Overhead / Admin Cost and Profit Margin Fee. **CONTRACTOR** may opt also to indicate/submit a bid/amount for the CCTV system, its installation and proper maintenance to ensure continuous smooth operation throughout the Contract Period.
 - f. Security personnel "removed for cause" or barred from performing their security duties at **CLIENT's** premises, or for some reasons did not report for duty without proper advice or communication beforehand with their immediate supervisor (DC/SO) shall be replaced immediately by **CONTRACTOR** after informing the **CLIENT** through the CSSO or **CLIENT's** authorized representative.
 - g. Provide its security personnel/guards covered by this Contract with respective monthly Pay Slip showing the itemized amount of total salary earned, deductions on premiums for monthly contributions for SSS, EC, Phil-health, Pag-ibig, taxes, loans, other deductions, etc. and the net amount of salary received by each security personnel that particular payment period.

X. CONTRACT PERIOD

The Contract for Security Services is until 31 December 2021

The Contract may be extended for period allowed under the provision of RA9184, its Revised IRR and related issuances.

The Contract, however, may be earlier terminated by either Party provided that a written notice is served thirty (30) days before the date of actual termination subject to either any of the following conditions: (1) **CLIENT** is not satisfied with the over-all services after the pre-evaluation of performance of **CONTRACTOR**; or (2) Irreconcilable differences between the **PARTIES** in the implementation of this Contract for a period of six (6) months. In the event that the security personnel of **CONTRACTOR** assigned to **CLIENT's** premises undertake a protest, picket, strike or any similar mass or collective action, **CLIENT** shall immediately and summarily terminate this Contract and **CONTRACTOR** shall be liable to the extent of any damage or loss on the part of **CLIENT** as a consequence thereof.

Performance evaluations may be done every six (6) months which shall be the basis of a decision for a continued service.

XI. SETTLEMENT AND LITIGATION

Amicable settlement of disputes. However, if either **PARTY** shall take judicial action, the venue shall be laid exclusively with the proper courts in Taguig City, with the exclusion of other courts and the writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines.

XII. PERMITS AND LICENSES

CONTRACTOR warrants to obtain and maintain all necessary permits and licenses required by national or local officials, or by civilian or military authorities, in order to continue operating legally.

XIII. TAXES, DUTIES, FEES, ETC.

Taxes, duties, fees, charges and other legal exactions arising from this Contract shall be for the account of **CONTRACTOR**. **CLIENT** shall deduct and withhold the corresponding amounts from said taxes, fees, charges, duties, etc. if it deems necessary pursuant to the requirements of law.

XIV. PENALTIES

a. ABSENCES without RELIEVER and/or UNACCOUNTED/ UNDELIVERED OR DEFECTIVE EQUIPMENT/MATERIALS

A penalty of **P500.00 per day per DC/SO/SG/LG** shall be imposed against **CONTRACTOR** starting on the 2nd day of absence of the concerned security personnel without a competent reliever and/or qualified replacement on top of the deduction of the absentee personnel's daily wage.

A penalty of **P100.00 per day per Equipment** shall be imposed against **CONTRACTOR** starting on the 2nd day from time the Equipment is found unaccounted or not properly operating. Any Equipment that cannot be repaired within four (4) day's-time shall be replaced with an identical unit or brand otherwise the penalty shall be raised to **P500.00 per day starting on the 5th day** after the unit was found missing and/or defective. **CLIENT** shall deduct the penalty from **CONTRACTOR's** monthly payment corresponding to the month in which the penalty was incurred.

b. VIOLATION OF CONTRACTOR's PERSONNEL'S ANNEX "A" PROVISIONS

- | | | |
|-------------------------|-----|--|
| 1 st Offense | --- | Reprimand |
| 2 nd Offense | --- | Suspension from CLIENT's premises for one (1) week |
| 3 rd Offense | --- | Rotate out or removal from CLIENT's premises |

c. NOT IN PROPER AND IN COMPLETE UNIFORM WHILE ON DUTY OR DURING GUARD-MOUNTING

- 1st Offense - - - No duty/refrain to post and correct noted deficiency immediately
- 2nd Offense --- No duty/refrain to post and corrected noted deficiency immediately
- 3rd Offense - - - Rotate out or removal from **CLIENT's** premises

d. VIOLATION OF THE ELEVEN (11) GENERAL ORDERS FOR SECURITY PROFESSIONALS

- 1st Offense - - - Suspension from **CLIENT's** premises for one (1) week
- 2nd Offense - - - Suspension from **CLIENT's** premises for fifteen (15) days
- 3rd Offense - - - Rotate out or removal from **CLIENT's** premises

*These are on top of **CONTRACTOR's** internal policy on penalties or disciplinary actions/guidelines against respective errant security personnel.

XV. AWARD OF CONTRACT

CONTRACTOR warrants that it or any of its officials or representatives has/have not given or promised to give any money or gift to any employee/official of **CLIENT** to influence the decision regarding the awarding of the Contract, nor **CONTRACTOR** has, or its officials or representatives has/have exerted or utilized any unlawful influence on any employee/official of **CLIENT** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **CONTRACTOR** hereby agrees that breach of these warranties shall be sufficient ground for **CLIENT** as its discretion to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract Amount without prejudice to **CONTRACTOR's** or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws.

XVI. TERMINATION OF CONTRACT

CLIENT reserves the right to rescind, terminate or abrogate the Contract with **CONTRACTOR** in any of, but not limited to, the following instances:

- a. Negligence on the part of **CONTRACTOR** resulting to material and financial losses to the government;
- b. Submission of falsified or forged license as well as other falsified documents and reports;
- c. Engagement by **CONTRACTOR** or any of its personnel assigned to **CLIENT** in activities that are dangerous to public safety and welfare or inimical to the national security, e.g., holding sit-down

- strikes or rallies at **CLIENT's** premises and related activities, passing of confidential information/documents;
- d. Report or display of discourtesy and rudeness by any of its personnel and gross violation of Annexes "A" and "C" of the Contract re: Rules and Regulations Pertaining to Contractor's Security Personnel Offenses and the Eleven (11) General Orders for Security Professionals, respectively;
- e. Non-compliance with the daily minimum wage/salary of personnel assigned at **CLIENT** and/or non-remittance of monthly premiums for SSS, Phil-health, EC and Pag-ibig contributions;
- f. Breach of obligation and the terms and conditions under this Contract; and
- g. Based on the provisions of the 2nd Paragraph of Section X above.

XVII. RESERVATION CLAUSE

CONTRACTOR is aware that **CLIENT** is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of private corporation. **CONTRACTOR**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

OTHER REQUIREMENTS TO SUBMIT (Within Three (3) Days Upon Notice for Post Qualification Purposes by the Bids and Awards Committee – Technical Working Group (BAC-TWG)

- a. Proof of monthly remittances of premium contributions to SSS, EC, Phil-health, Pag-ibig that were collected/deducted by **CONTRACTOR** from the monthly salaries of their security personnel and administrative staffs covering six (6) months period prior to Public Bidding date. The actual payments of the monthly premiums had been done prior to the date of Public Bidding (PB).
- b. DOLE/NLRC Certificate that the company has no unfavorable decision for violation of daily minimum wage law for the past six (6) months prior to the Public Bidding date.
- c. Proof of 12% VAT payment to BIR made prior to the date of Public Bidding covering the past six (6) months thru Electronic Payment Filing System (EPFS).
- d. Latest Income and Business Tax Returns for the preceding year.
- e. Copy of **CONTRACTOR/Company Officer or Security Officer** (to be assigned at **CLIENT's** premises) DOLE/TESDA Certificate on **Occupational Safety and Health Standard (OSHS)** and/or **the Basic Occupational Standard and Health (BOSH)** seminars/training as required under Rule 1030 of the OSHS, as amended, issued by the Department of Labor and Employment (DOLE) within the last five (5) year period. Those who were issued beyond the five (5) year period must attend a refresher's

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|---|--|
| <p>seminar/course for the necessary update of knowledge on new policies and regulations and related matters and be issued an updated DOLE/TESDA Certificate.</p> <p>f. Copy of CONTRACTOR's Phil-GEIS Registration.</p> <p>g. Certification of member in good standing for PADPAO or SOCIA</p> <p>h. Copy of license to operate from the Philippine national Police</p> | |
| <p style="text-align: center;"><u>ANNEX A</u></p> <p style="text-align: center;"><u>RULES AND REGULATIONS PERTAINING TO CONTRACTOR'S SECURITY PERSONNEL OFFENSES</u></p> <p>The acts or omissions listed hereunder constitute negligence of duty or imprudence which shows lack of moral behavior or paucity of discipline. CONTRACTOR shall impose or apply the appropriate penalties or sanctions or corrective measures against its security personnel assigned to CLIENT's premises who commit such misbehavior or misconduct.</p> <p>2. Conduct and Behavior</p> <ul style="list-style-type: none"> a. Commission of an act which is or may constitute a crime; b. Holding of unauthorized meeting at CLIENT's premises that would adversely affect CLIENT's operation and/or activities; c. Commission of an illegal or immoral act within CLIENT's premises; d. Carrying of prohibited weapons or banned objects, e.g., drugs, lighters, fan-knives, firearms, etc. within CLIENT's premises; e. Fighting or attempting bodily harm on any person except in self-defense while within CLIENT's premises or while performing work for CLIENT whether within or outside its premises; f. Malicious mischief or horseplay resulting in injury to person/s or destruction of CLIENT's property for which it may be held liable; g. Intimidations or coercion of fellow CONTRACTORS' workers, CLIENT's employees, customers, guests and/or any person, in any manner which adversely affects CLIENT's interests; h. Concealing a disease which endangers fellow CONTRACTORS' workers or CLIENT's personnel, contracted workers, job orders, guests/visitors, etc.; i. Refusal to submit to or failure to meet security requirements of CLIENT or being in the opinion of CLIENT, a poor security risk; j. Intentionally damaging CLIENT's property or any property for which CONTRACTOR's may be held liable; and k. Refusal to comply or failure to carry out legal instructions of superiors and/or CLIENT's concerned DOE Security Officer. | |

3. Negligence of Duty

- a. Negligence in assigned tasks/duties;
- b. Habitual neglect of duty;
- c. Unnecessary use or playing games on cellphones while on duty/shift;
- d. After having access to information, failure to report as soon as possible the loss, spillage, or damage of **CLIENT's** property that it may be held liable;
- e. Sleeping or napping while on duty;
- f. Leaving work and/or workplace without proper relief or authorization during time of duty/shift; and
- g. Unauthorized leave or not reporting for duty without informing beforehand the immediate supervisor so relievers can be deployed to take over the tasks. This applies to group of workers with obvious interest to sabotage their works at **CLIENT's** premises.

4. Insubordination

- a. Disobedience to the lawful order of superiors in connection with his/her duties;
- b. Refusal to answer questions in any investigation authorized or conducted by **CLIENT** unless such answers would violate Constitutional rights; and
- c. Insult or willful disrespect on the honor of supervisors or any official or employee of **CLIENT** or persons transacting business with **CLIENT**.

5. Dishonesty

- a. Unauthorized use of **CLIENT's** resources;
- b. Stealing and/or attempting to steal from **CLIENT**, its employees, other contractors and/or clientele;
- c. Offering or receiving money or other valuable consideration in exchange for a job, better working place, or any change in working conditions, and/or refusal to be rotated to other areas within **CLIENT's** premises;
- d. Substituting material and/or object with intent to gain;
- e. Obtaining or attempting to obtain **CLIENT's** funds, equipment, products, supplies and materials through fraudulent means from **CLIENT's** suppliers, warehouses, plants or stations, and other assigned work places; and

- f. Defrauding **CLIENT** in any manner.

6. Alcoholic Beverages and Prohibited/Regulated Drugs

- a. Unauthorized use or possession of prohibited/regulated drugs within **CLIENT's** premises;
- b. Drinking liquor within **CLIENT's** premises except during official occasions and locations as authorized by **CLIENT**;
- c. Reporting for work under the influence of liquor and/or prohibited/regulated drugs, or with observed disturbance of mindset due depression or stress (physical or financial); and
- d. Selling or inducing any person to take prohibited/regulated drugs within **CLIENT's** premises except when duly authorized for medical reasons.

7. Safety

- a. Failure to observe **CLIENT's** safety rules and regulations;
- b. Carelessness with regard to safety of fellow **CONTRACTORS'** workers or **CLIENT's** employees, guests and visitors;
- c. After having access to information, failure to report immediately, an accident or injury involving fellow **CONTRACTORS'** workers, **CLIENT's** employees or damage to **CLIENT's** property;
- d. Smoking in "No Smoking" areas within **CLIENT's** premises or property;
- e. Carrying matches or lighters, or other than safety matches or lighters with close covers, or having open lights or fires within prescribed limits where such practice is forbidden within **CLIENT's** premises or property;
- f. Removing safety devices from **CLIENT's** machinery, equipment or any other property without permission;
- g. Driving **CLIENT's** vehicle recklessly or at excessive speed, or at speed above the area speed limit or driving any other vehicle in the same manner within **CLIENT's** premises;
- h. Allowing unauthorized persons to operate **CLIENT's** vehicle or equipment when the same is assigned to him/her;
- i. Driving under the influence of liquor or prohibited/regulated drugs;
- j. Intentionally destroying or damaging **CLIENT's** property or other equipment;
- k. Failure to wear safety attire when prescribed within **CLIENT's** premises;

| | |
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| <p>i. Staying after work in CLIENT's premises unless otherwise authorized by the Chief of General Services Division (GSD); and</p> <p>m. Unauthorized entry in restricted areas/office/closed rooms within CLIENT's premises.</p> <p>8. Other Acts or Omissions</p> <p>a. Leaving and/or vacating respective assigned post and/or area of responsibility when on-duty at CLIENT's premises unless properly relieved upon the order of the Security Officer of the CLIENT;</p> <p>b. Improper or non-wearing of CONTRACTOR's uniform when on-duty at CLIENT's premises and/or in CLIENT's other sites;</p> <p>c. Use of stairwell in going up and down CLIENT's building/s except when handling heavy items/documents/ equipment wherein the elevator can be used;</p> <p>d. Discourtesy to CLIENT's personnel, guests, visitors and other CONTRACTORS' workers;</p> <p>e. Use of CLIENT's telephone direct line in placing outside call with charges without proper written authorization from the GSD Chief of CLIENT; and</p> <p>f. Loafing to other areas where he/she is not assigned except during the period for morning snack (0900H-0915H), lunchtime (1200H-1300H), and afternoon snack (1500H-1515H) and/or unauthorized entry to offices or closed areas at CLIENT's premises.</p> <p style="text-align: center;">*****</p> | |
| <p style="text-align: center;">ANNEX C</p> <p><u>ELEVEN GENERAL ORDERS FOR SECURITY PROFESSIONALS</u></p> <p>1. To take charge of my post and all company properties in view and protect/preserve the same with utmost diligence;</p> <p>2. To walk in an alert manner during my tour of duty observing everything that takes place within sight or hearing;</p> <p>3. To report all violation of regulations and orders that I am instructed to enforce;</p> <p>4. To relay all calls from posts more distant from the security house where I am stationed;</p> <p>5. To quit my post only when properly relieved;</p> | |

| 6. To receive, obey and pass to the relieving guard all orders from company officers or officials, superiors, post in-charge or shift leaders; 7. To talk to no one except in line of duty; 8. To sound or call the alarm in case of fire or disorder; 9. To call the superior officer in any case not covered by instructions; 10. To salute all company officials, superiors in the agency, ranking public officials and officers of the Philippine National Police; and 11. To be especially watchful at night and during the time of challenging, to challenge all persons on or near my post and to allow no one to pass or loiter without proper authority. | | | | |
|--|-------|---|---|--|
| <p style="text-align: center;">ANNEX D</p> <p style="text-align: center;">EQUIPMENT, DEVICES, SUPPLIES, MATERIALS and SPECIAL SERVICES</p> | | | | |
| Qty | Unit | Particulars | Description / Nomenclature | |
| 2 | units | Handheld Metal Detectors | For use in scanning metal objects placed inside bags/luggage at entry points especially at building lobbies. To sound off an alarm when a metal is scanned. | |
| 2 | units | 9MM Caliber Gun with extra fully loaded magazine clip per gun | Per SG on-duty | |
| 2 | units | Cellphones with camera and recorder, at least 8 megapixels clear image | For use by SGs at main office and storage. | |
| 2 | sets | First Aid Medical Kits (1 per SG) | For emergency use by SGs | |
| | | a. 70% Solution Isopropyl Alcohol Green Cross (60ml) b. White Flower Analgesic Balm (20ml) c. Wound Solution Betadine (30ml) d. Hydrogen Peroxide/Agua Oxinada (60ml) e. 4 pcs. Sterilized Gauze (at least 3"x3") | | |

| | | | | |
|---|-------|---|--------------------------------|--|
| | | f. 1 roll transparent Medical Tape (12mm x 2.5m) g. 1 roll Elastic Bandage 2 inches width h. Cotton Pack 12 grams i. Medicine Holder Box containing at least 6 pcs. Paracetamol Biogesic 500mg, 6 pcs Loperamide Diatabs capsules 2mg, 6 pcs. Buscopan tablets 10 mg., 6 pcs. Paracetamol Neozepr 500mg. j. Small scissor or sewing blade | | |
| 1 | Lot | Face shields and Face Masks (through the contract period) | For use by the SGs on-duty | |
| 2 | units | Thermal Body Temperature scanner/gun | For use by SGs on duty | |
| 2 | pcs | Flashlights (1 per SG) | Per SG on-duty at storage area | |
| | | | | |




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TO BE FILLED IN THREE (3) COPIES

DEPARTMENT OF ENERGY

REQUEST FOR SERVICES (RFS) FORM A

| TO BE FILLED BY REQUESTING UNIT | | TO BE FILLED BY THE GENERAL SERVICES DIVISION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|---|---------------|---|--|------------------------------------|------------------------------------|--|--|----------------------------------|------------------------------------|-----------------------------------|-------------------------------------|--------------------------------|---------------------------------------|---------------------------------|--|--|--|--|---------------------------------------|--|---|-------------------------------------|--|--|---------------------------------|---|--------------------------------|----------------------------------|--|------------------------------------|--|---|--|--|--|
| NAME OF REQUESTING DIV / SERVICES / BUREAU / Exec Office | | RFS NUMBER | DATE PREPARED | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DOE- VFO | | 2011- 503- Security -VFO -EP | 11-17-2011 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DESCRIPTION / TITLE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>CY 2011 Security Services for DOE-Visayas Field Office</p> <p>PHp 650,000.00</p> | | <p>I. REPAIR / SERVICES REQUESTED</p> <p><input type="checkbox"/> IN-HOUSE <input type="checkbox"/> CONTRACTED-OUT</p> <p><input type="checkbox"/> REPAIR & MAINTENANCE</p> <table border="0"> <tr> <td><input type="checkbox"/> SERVICE VEHICLES</td> <td><input type="checkbox"/> BUILDING/FACILITIES</td> </tr> <tr> <td><input type="checkbox"/> EQUIPMENT</td> <td><input type="checkbox"/> FURNITURE</td> </tr> <tr> <td><input type="checkbox"/> SERVICE ROADS</td> <td><input type="checkbox"/> CANALS/SEWERAGE</td> </tr> <tr> <td><input type="checkbox"/> GROUNDS</td> <td><input type="checkbox"/> UTILITIES</td> </tr> <tr> <td><input type="checkbox"/> PAINTING</td> <td><input type="checkbox"/> VARNISHING</td> </tr> <tr> <td><input type="checkbox"/> TILES</td> <td><input type="checkbox"/> WATER CRAFTS</td> </tr> <tr> <td><input type="checkbox"/> OTHERS</td> <td></td> </tr> </table> <p>II AUDIO-VISUAL/TRAINING ROOM SERVICES</p> <table border="0"> <tr> <td><input type="checkbox"/> AUDIO VISUAL ROOM USE</td> <td><input type="checkbox"/> DATA BANK LOBBY USE</td> </tr> <tr> <td><input type="checkbox"/> TRAINING ROOM USE</td> <td><input type="checkbox"/> SOUND SYSTEM</td> </tr> <tr> <td><input type="checkbox"/> CONFERENCE MICs</td> <td><input type="checkbox"/> HANDHELD MICs, (____pcs)</td> </tr> <tr> <td><input type="checkbox"/> LAPEL MICs</td> <td><input type="checkbox"/> MIC STANDS, (____pcs)</td> </tr> <tr> <td><input type="checkbox"/> LCD PROJECTOR</td> <td><input type="checkbox"/> SCREEN</td> </tr> <tr> <td><input type="checkbox"/> AUDIO-VIDEO PLAYER</td> <td><input type="checkbox"/> STAGE</td> </tr> <tr> <td><input type="checkbox"/> ROSTRUM</td> <td></td> </tr> <tr> <td><input type="checkbox"/> LIGHTINGS</td> <td></td> </tr> <tr> <td><input type="checkbox"/> NO. OF GUESTS / PARTICIPANTS _____</td> <td></td> </tr> <tr> <td><input type="checkbox"/> OTHERS (PLEASE SPECIFY) _____</td> <td></td> </tr> </table> <p><i>per EPA award of sub' to award</i></p> | | <input type="checkbox"/> SERVICE VEHICLES | <input type="checkbox"/> BUILDING/FACILITIES | <input type="checkbox"/> EQUIPMENT | <input type="checkbox"/> FURNITURE | <input type="checkbox"/> SERVICE ROADS | <input type="checkbox"/> CANALS/SEWERAGE | <input type="checkbox"/> GROUNDS | <input type="checkbox"/> UTILITIES | <input type="checkbox"/> PAINTING | <input type="checkbox"/> VARNISHING | <input type="checkbox"/> TILES | <input type="checkbox"/> WATER CRAFTS | <input type="checkbox"/> OTHERS | | <input type="checkbox"/> AUDIO VISUAL ROOM USE | <input type="checkbox"/> DATA BANK LOBBY USE | <input type="checkbox"/> TRAINING ROOM USE | <input type="checkbox"/> SOUND SYSTEM | <input type="checkbox"/> CONFERENCE MICs | <input type="checkbox"/> HANDHELD MICs, (____pcs) | <input type="checkbox"/> LAPEL MICs | <input type="checkbox"/> MIC STANDS, (____pcs) | <input type="checkbox"/> LCD PROJECTOR | <input type="checkbox"/> SCREEN | <input type="checkbox"/> AUDIO-VIDEO PLAYER | <input type="checkbox"/> STAGE | <input type="checkbox"/> ROSTRUM | | <input type="checkbox"/> LIGHTINGS | | <input type="checkbox"/> NO. OF GUESTS / PARTICIPANTS _____ | | <input type="checkbox"/> OTHERS (PLEASE SPECIFY) _____ | |
| <input type="checkbox"/> SERVICE VEHICLES | <input type="checkbox"/> BUILDING/FACILITIES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> SERVICE ROADS | <input type="checkbox"/> CANALS/SEWERAGE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> TILES | <input type="checkbox"/> WATER CRAFTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> OTHERS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> AUDIO VISUAL ROOM USE | <input type="checkbox"/> DATA BANK LOBBY USE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> TRAINING ROOM USE | <input type="checkbox"/> SOUND SYSTEM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> CONFERENCE MICs | <input type="checkbox"/> HANDHELD MICs, (____pcs) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> LAPEL MICs | <input type="checkbox"/> MIC STANDS, (____pcs) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> LCD PROJECTOR | <input type="checkbox"/> SCREEN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> AUDIO-VIDEO PLAYER | <input type="checkbox"/> STAGE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> ROSTRUM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> LIGHTINGS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> NO. OF GUESTS / PARTICIPANTS _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> OTHERS (PLEASE SPECIFY) _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>REQUESTED BY Services requisitioned are necessary and will be used solely for purposes stated</p> <p> RICARDO B. DELA CRUZ</p> <p>SIGNATURE OVER PRINTED NAME _____ Date _____ (Officer in Charge)</p> | | <p>FUNDING FOR CONTRACTED-OUT REPAIR / SERVICES / PROJECT</p> <p>ESTIMATED AMOUNT <u>P650,000.00</u></p> <p>ALLOCATION PROVIDED <u>ELISA B. MORALES</u> Budget Division</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>RECOMMENDED BY</p> <p> LEONIDO PULIDO III</p> <p>SIGNATURE OVER PRINTED NAME _____ Date _____ (Assistant Secretary)</p> | | <p>APPROVED BY</p> <p> ALEXANDER S. LOPEZ</p> <p>SIGNATURE OVER PRINTED NAME _____ Date _____ (Undersecretary)</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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