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## Bid Notice Abstract

### Invitation to Bid (ITB)

**Reference Number** 10275627  
**Procuring Entity** CARLOS HILADO MEMORIAL STATE UNIVERSITY  
**Title** Procurement of Security Services (Manpower Only) for the Universitywide  
**Area of Delivery** Negros Occidental

<b>Solicitation Number:</b>	CHMSU 24-004-1031-S	<b>Status</b>	<b>Pending</b>
<b>Trade Agreement:</b>	Implementing Rules and Regulations	<b>Associated Components</b>	8
<b>Procurement Mode:</b>	Public Bidding	<b>Bid Supplements</b>	0
<b>Classification:</b>	Goods - General Support Services	<b>Document Request List</b>	0
<b>Category:</b>	Security Services	<b>Date Published</b>	01/11/2023
<b>Approved Budget for the Contract:</b>	PHP 7,773,000.00	<b>Last Updated / Time</b>	31/10/2023 16:31 PM
<b>Delivery Period:</b>	1 Year/s	<b>Closing Date / Time</b>	21/11/2023 08:30 AM
<b>Client Agency:</b>			
<b>Contact Person:</b>	Ma. Lorena Fernandez Jugos Administrative Assistant II Mabini Street, Brgy Zone 1 Talisay City Negros Occidental Philippines 6115 63-34-7120005 Ext.142 63-939-9296624 bac.sec@chmsu.edu.ph		

**Description**

CARLOS HILADO MEMORIAL STATE UNIVERSITY  
 BIDS AND AWARDS COMMITTEE  
 TALISAY CITY, NEGROS OCCIDENTAL

INVITATION TO BID  
 FOR THE PROCUREMENT OF SECURITY SERVICES (MANPOWER ONLY)  
 FOR THE UNIVERSITYWIDE  
 CHMSU 24-004-1031-S

1. The Carlos Hilado Memorial State University, through the Corporate Budget for the Contract of 2024 approved by the governing Board (MDS & INCOME), intends to apply the sum of SEVEN MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND PESOS & 00/100 (Php 7,773,000.00) ONLY, being the Approved Budget for the Contract (ABC) to payments under the contract for the PROCUREMENT OF SECURITY SERVICES (MANPOWER ONLY) FOR THE UNIVERSITYWIDE. Bids received in excess of the ABC shall be automatically rejected at bid opening.

ONE (1) LOT SECURITY SERVICES (MANPOWER ONLY) Php 7,773,000.00  
 =====

2. The Carlos Hilado Memorial State University now invites bids for the above Procurement Project. Delivery of the Services is required by One (1) Year after receipt of Notice to Proceed. Bidders should have completed, within two (2) 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 the non-discretionary pass/fail criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184.



Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective bidders may obtain further information from CARLOS HILADO MEMORIAL STATE UNIVERSITY and inspect the Bidding Documents at the address given below during 8:00 A.M. to 5:00 P.M.

The BAC Secretariat  
Brgy. Zone I, Mabini St.,  
Talisay City, Negros Occidental

5. A complete set of Bidding Documents may be acquired by interested Bidders on November 1 - 21, 2023 (8:00A.M.) from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (Php 10,000.00) Only. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

6. The CHMSU will hold a Pre-Bid conference on 9:00 A.M., November 8, 2023 at Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental and or through video conferencing or webcasting via Zoom Meeting with ID No. 797 389 7583, Meeting Password 110823, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental, (ii) online or electronic submission at bac.sec@chmsu.edu.ph or (iii) both on or before 8:30 A.M., November 21, 2023. Late bids shall not be accepted.

Bids may be submitted through electronic mail to bac.sec@chmsu.edu.ph provided that the bidding documents are compressed into two (2) separate archived folders (zip or rar format) and which each folder shall be labelled as "First Envelope\_Name of Company\_Project Reference Number" and "Second Envelope\_Name of Company\_Project Reference Number" and each is uniquely password-protected;

Bidders must submit the printed copies (Original, Copy 1 and Copy 2) of their bidding documents within 3 calendar days from bid opening.

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 9:00 A.M., November 21, 2023, at the Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental through Zoom Meeting ID No. 797 389 7583, Meeting Password 112123. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The Carlos Hilado Memorial State University 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 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

MISS LIGAYA E. FUENTES  
Head-BAC Secretariat  
Carlos Hilado Memorial State University  
Brgy. Zone 1, Mabini St.,  
Talisay City, Negros Occidental  
Email Add.: bac.sec@chmsu.edu.ph  
Telefax No. (034) 454-0529; 454-0584 local 142  
Mobile No.: 0939-9296624  
Website: chmsu.edu.ph

12. You may visit the following websites:

For downloading of Bidding Documents: chmsu.edu.ph

For online bid submission: bac.sec@chmsu.edu.ph

ANDREW EUSEBIO S. TAN, Ph.D.  
BAC Chairperson

**Line Items**

Item No.	Product/Service Name	Description	Quantity	UOM	Budget (PHP)
1	ONE (1) LOT	Security Services (Manpower Only)	1	Lot	7,773,000.00

**Pre-bid Conference**

Date	Time	Venue
08/11/2023	9:00:00 AM	Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental and or through video conferencing or webcasting

via Zoom Meeting with ID No. 797 389  
7583, Meeting Password 110823

**Created by** Rowena De la Vida Prado  
**Date Created** 31/10/2023

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# Carlos Hilado Memorial State University

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9348  
CARLOS HILADO MEMORIAL STATE UNIVERSITY  
RECORDS MANAGEMENT OFFICE  
**RECEIVED**  
BY: \_\_\_\_\_  
DATE: OCT 31 2023

## Bids and Awards Committee

CARLOS HILADO MEMORIAL STATE UNIVERSITY  
RECORDS MANAGEMENT OFFICE  
**RELEASED**  
BY: \_\_\_\_\_  
DATE: OCT 31 2023

### INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICES (MANPOWER ONLY) FOR THE UNIVERSITYWIDE CHMSU 24-004-1031-S

- The *Carlos Hilado Memorial State University*, through the *Corporate Budget for the Contract of 2024 approved by the governing Board (MDS & INCOME)*, intends to apply the sum of **SEVEN MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND PESOS & 00/100 (Php 7,773,000.00) ONLY**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **PROCUREMENT OF SECURITY SERVICES (MANPOWER ONLY) FOR THE UNIVERSITYWIDE**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

**ONE (1) LOT SECURITY SERVICES (MANPOWER ONLY) Php 7,773,000.00**

- The *Carlos Hilado Memorial State University* now invites bids for the above Procurement Project. Delivery of the Services is required by **One (1) Year after receipt of Notice to Proceed**. Bidders should have completed, within two (2) 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.

- Bidding will be conducted through open competitive bidding procedures using the non-discretionary *pass/fail* criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

- Prospective bidders may obtain further information from CARLOS HILADO MEMORIAL STATE UNIVERSITY and inspect the Bidding Documents at the address given below during 8:00 A.M. to 5:00 P.M.

The BAC Secretariat  
Brgy. Zone I, Mabini St.,  
Talisay City, Negros Occidental

- A complete set of Bidding Documents may be acquired by interested Bidders on **November 1 - 21, 2023 (8:00A.M.)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (Php 10,000.00) Only**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

- The CHMSU will hold a **Pre-Bid conference on 9:00 A.M., November 8, 2023 at Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental** and or through video conferencing or webcasting via **Zoom Meeting with ID No. 797 389 7583, Meeting Password 110823**, which shall be open to prospective bidders.

- Bids must be duly received by the BAC Secretariat through (i) manual submission at the **Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental**, (ii) online or electronic submission at [bac.sec@chmsu.edu.ph](mailto:bac.sec@chmsu.edu.ph) or (iii) both on or before **8:30 A.M., November 21, 2023**. Late bids shall not be accepted.

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✉ bac.sec@chmsc.edu.ph  
☎ (034) 712 0005 local 142  
🌐 chmsc.edu.ph

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COMMISSION ON AUDIT

**RECEIVED**

BY: \_\_\_\_\_ DATE: OCT 31 2023

OFFICE OF THE AUDITOR





# Carlos Hilado Memorial State University

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*A leading GREEN institution of higher learning in the global community by 2030*

## Bids and Awards Committee

Bidders must submit the printed copies (Original, Copy 1 and Copy 2) of their bidding documents within 3 calendar days from bid opening.

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 **9:00 A.M., November 21, 2023**, at the **Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental** through **Zoom Meeting ID No. 797 389 7583, Meeting Password 112123**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Carlos Hilado Memorial State University 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 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

MISS LIGAYA E. FUENTES  
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Website: [chmsu.edu.ph](http://chmsu.edu.ph)

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For downloading of Bidding Documents: [chmsu.edu.ph](http://chmsu.edu.ph)

For online bid submission: [bac.sec@chmsu.edu.ph](mailto:bac.sec@chmsu.edu.ph)

  
ANDREW EUSEBIO S. TAN, Ph.D.  
BAC Chairperson



M [bac.sec@chmsc.edu.ph](mailto:bac.sec@chmsc.edu.ph)  
☎ (034) 712 0005 local 142  
🌐 [chmsc.edu.ph](http://chmsc.edu.ph)

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## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## 1. **Scope of Bid**

The Procuring Entity, CARLOS HILADO MEMORIAL STATE UNIVERSITY wishes to receive Bids for the **PROCUREMENT OF SECURITY SERVICES (MANPOWER ONLY) FOR THE UNIVERSITY-WIDE** with identification number **CHMSU 24-004-1031-S**.

The Procurement Project (referred to herein as "Project") is composed of **One (1) Lot**, the details of which are described in Section VII (Technical Specifications).

## 2. **Funding Information**

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of **SEVEN MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND PESOS & 00/100 (Php7,773,000.00) ONLY**.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

## 3. **Bidding Requirements**

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

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

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

## 4. **Corrupt, Fraudulent, Collusive, and Coercive Practices**

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



## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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 **November 8, 2023, 9:00 A.M.** at the Bidding Rm., 2/F Supply and Property Management Bldg., CHMSU Talisay Campus.

## **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 two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

- b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## **13. Bid and Payment Currencies**

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



13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

#### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **March 20, 2024**. 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.

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<sup>1</sup> 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.

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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**

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid. The Bidder shall



submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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





## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.



## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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



## *Section V. Special Condition of Contract*

GCC Clause	
1.1(g)	The Procuring Entity is CHMSU
1.1(i)	The Supplier is _____.
1.1(j)	The Funding Source is <u>INCOME</u> and <u>MDS</u> in the amount of <u>Seven Million Seven Hundred Seventy-Three Thousand Pesos &amp; 0/100 Only</u>  <b>(P 7,773,000.00)</b>
1.1(k)	The Project Site is CHMSU Talisay Campus, Alijis Campus, Fortune Towne Campus, Binalbagan and Fermin Campuses
5.1	<p>The Procuring Entity's Address for Notices is:</p> <p>ANDREW EUSEBIO S. TAN, Ph.D. BAC Chairperson CARLOS HILADO MEMORIAL STATE UNIVERSITY BRGY. ZONE 1, MABINI STREET TALISAY CITY, NEGROS OCCIDENTAL</p> <p>Contact Person: c/o <u>MS. LIGAYA E. FUENTES</u> <b>Head, BAC Secretariat</b></p> <p>Fax and Telephone No.: <u>(034) 454-0529 or 454-0584 local 142</u></p> <p>The Supplier's address for the Notices is:</p> <p>_____</p> <p>_____</p>
5.2.6	<p>All bid prices for a duration of one (1) year shall be fixed and shall not be adjusted during contract implementation, except for the following:</p> <ol style="list-style-type: none"> <li>a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding,</li> <li>b. Increase in tax; and</li> <li>c. If during the term of the contract the procuring entity sees the need for an increase or decrease in the number of janitors/janitresses, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded. The procuring entity shall ensure that the foregoing allowable price adjustment are specified under Section 8.1 of the Special Conditions off Contract of the PBDs.</li> </ol>

	<p>d. The Financial Proposal shall contain a breakdown of all costs, including cost of supplies and equipment, necessary for the execution of the contract.</p> <p>e. Procuring entities shall expressly provide, under <i>Section VII. Technical Specifications</i>, which shall form part of the Contract under Section 13.1 of the General Conditions of the Contract of the PBDs, that the service provider/contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria.</p> <p>The performance criteria to be applied shall include, among others, the following: (i) quality of service delivered; (ii) time management, (iii) management and suitability of the personnel; (iv) contract administration and management; (v) provision of regular progress reports.</p> <p>f. Before end of each year, procuring entities shall conduct an assessment or evaluation of the performance of the service provider/contractor based on the set of performance criteria prescribed under <i>Section VII. Technical Specifications</i>.</p> <p>g. Based on its assessment, the procuring entity may pre-terminate the contract for failure by the service provider/contractor to perform its obligations thereon following the procedure prescribed under the Guidelines on Termination of Contracts issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.</p>
6.2	<p><b>Delivery and Documents –</b></p> <p>Delivery of the Security Services shall be made by the Security Services Agency on a Monthly basis covering the period February 2024 to January 2025. Upon delivery of the Security Services to the Project Site, the Security Services Agency shall notify the PROCURING ENTITY and present the following documents to the PROCURING ENTITY:</p> <p>a. Original and four (4) copies of Monthly Deployment Report (MDR) duly accomplished by the Security Service Agency at the end of each month stating the names of the janitors and supervisor, salary rates and actual attendance;</p>
	<p>b. Proof of remittance of Premiums to SSS, PhilHealth, PAG-IBIG and ECC for the benefit of the janitors and supervisor.</p> <p>c. The Service Agency shall provide the Janitorial Services for the CHMSU including supervision in accordance with the scope of services and methodology, tools and equipment, supplies and materials, janitorial plans, manpower complement and deployment schedules.</p> <p>d. The Service Agency shall comply with all relevant laws, rules and regulations pertaining to the employment of labor, existing or which hereafter may be enacted including but not limited to the Minimum Wage Labor Code of the Philippines, Social Security Law, Employees</p>



	<p>Compensation and State Insurance Fund, Philippine Health Insurance Fund and Home Development Mutual Fund.</p> <p>e. All obligations under the provisions of the above-enumerated laws, other related pertinent statutes and existing CHMSU internal Rules and Regulations presently in force and effect shall be complied with and strictly observed.</p> <p>f. Should the Service Agency fail to comply with its obligation under the above-enumerated laws and other related pertinent statutes, CHMSU shall have the option to either rescind this Contract or deduct from the service fee any amount due and demandable from the Service Agency for its obligations to CHMSU including interest and penalties, if any. This option is without prejudice on the right of CHMSU to confiscate the bond filed by the Service Agency, as well as to avail of other remedies provided by law.</p> <p>g. The Service Agency shall report all its employees to SSS, PhilHealth, PAG-IBIG for coverage and their contribution as well as all amortization for salary/education/calamity and other loans shall be updated.</p> <p>h. The Service Agency shall execute a sworn statement, before the CHMSU pays the consideration or part thereof under this Contract, that the Service Agency shall submit a copy of its official payrolls duly signed by the Payroll Master/or equivalent and the President/Owner and signed by its worker assigned to perform the services every time the consideration is paid by CHMSU.</p> <p>i. It is expressly and manifestly understood and agreed upon that all employees and/or workers of the Service Agency are not employees and/or laborers of CHMSU. Neither is there any employee-employer relationship between CHMSU and the Service Agency.</p> <p>j. The Service Agency shall not sub-contract the performance of the service subject of this Contract or any part thereof without prior written conformity of CHMSU.</p> <p>k. The Service Agency shall immediately restore/repair/replace/pay any loss/es or damage/s caused to the CHMSU-owned properties/security site pending investigation by the Agency and validated by Management.</p> <p>l. The Service Agency shall make al payments of salaries/compensation to service personnel through individual Automated Teller Machine (ATM) services.</p>
10.4	Not applicable
13.4(c)	No further instructions.
16.1	<p>The inspections and tests that will be conducted is:</p> <p>Spot inspections on the performance of the security and the supervisor at any time it may deem necessary.</p>

	<p>CHMSU or its representative shall have the right to inspect and/or test the GOODS at any point during the existence of the contract to confirm their conformity to the Contract specifications at no extra cost to CHMSU and at the expense of the Service Agency.</p> <p>CHMSU may reject any GOODS or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Service Agency shall either rectify or replace such rejected GOODS or part thereof or make alterations necessary to meet the specifications at no cost to CHMSU, and shall repeat the test and/or inspection at no cost to CHMSU, upon giving a notice pursuant to GCC Clause 5.</p> <p>The Service Agency agrees that neither the execution of a test and/or inspection of the GOODS or any part thereof, nor the attendance by the CHMSU or its representative, shall release the Service Agency from any warranties or other obligations under this Contract.</p>
17.3	<p>If the Goods pertain to Expandable Supplies: Three (3) month after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p>If the Goods pertain to Non-expendable Supplies: One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p>
17.4	<p>The period for correction of defects in the warranty period is <b>not more than seven (7) days</b>.</p>
21.1	<p>No additional provision</p> <p>If the Supplier is a joint venture, all partner to the joint venture shall be jointly and severally liable to the Procuring Entity.</p>



## ***Section VI. Schedule of Requirements***

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Security Services Personnel	32 Security Guards	32 Security Guards	One Year (FY 2024)

### **TERMS OF REFERENCE**

#### **Eligibility of Bidders**

1. The Security Agency must be 100% Filipino owned.
2. It must have been continuously operating as such for at least five (5) years with at least one (1) year experience in campus security.
3. Net Financial Contracting Capacity (NFCC) at least equal to ABC.

#### **Government Mandatory Compliance Documents**

1. With valid PNP-SOSIA certified License to Operate as a Security Agency.
2. Certified true copy of SEC or DTI registration; Certified true copies of latest corporate and financial reports as submitted to and stamped received by SEC.
3. The proof of paid remittances for the following government agencies: SSS, PHILHEALTH and PAG-IBIG will be in the form of a certification issued by the said agencies within the last six (6) months from date of bid submission.
4. DOLE clearance issued within last three (3) months.
5. Certified true copy of BIR Registration; BIR clearance of the participating bidder shall be valid on the date of opening of bids; Certified true copies of latest VAT, Withholding and Income Tax returns submitted and stamped received by the BIR.
6. Certified true copies of latest Mayor's Permit and Licenses.
7. List of registered firearms with complete description including serial and license number duly certified by Philippine National Police-Firearms Explosive Security and Guard Supervision (PNP-FESAGS)

#### **Bidder's Documents**

1. Letter Offer indicating and/or with the following attachments:

2. Company Profile and organizational set up
3. List (from the latest contract) of clients with guard post of not less than Fifty(50) guards and at least one hundred (100) reserve, indicating:
  - Company
  - Kind of organization
  - Business activity
  - Number of guards
  - Contract inclusive dates
  - Contact person and contact details
  - Certification from the client school as to experience duly certified by the institution.
4. List of Equipment with detailed description and dates of acquisition (e.g., car/motorcycle and other necessary equipment).
5. HR/Admin Policies:
  - Posting/Turnover Policies
  - Security Training Programs
  - Hiring Standards
  - Employee Retention Programs
  - Incident Reporting and Handling Policies
6. Copy of Proposed Security Management Plan with the following format and contents:
  - I. Introduction
  - II. Objectives
  - III. Policy Strategy Formulation
  - IV. Security Management Procedure
    1. Hiring Procedure
    2. Training/Re-training
    3. Reporting System
    4. Composition and Disposition of Guards
    5. Duties and Function of Security Guards
      - a. Patrolling building installations and perimeters.
      - b. Guarding restricted areas against unauthorized entry.
      - c. Maintaining a control system for locks and keys.
      - d. Controlling the entry and movement of pedestrians and vehicles.
      - e. Preventing the loss or damage of campus property.
      - f. Enforcing campus/company policies, rules and regulations.
      - g. Enforcing employees', students', and visitors' ID system.
      - h. Carry out contingencies during bomb threat, fire, robbery, hostage or similar emergency situation and natural calamities.
      - i. Carrying out special assignments during period of emergency/ special events.



- j. Coordinate monitoring of CCTV system with the duly authorized personnel of the University.
  - V. Firearms and ammunitions
  - VI. Communication equipment
  - VII. Disciplinary action and/or administrative sanctions to be imposed on erring guards and private security agency personnel.
  - VIII. Control Measures
  - IX. Contingency Plan
  - X. Transition Plan
  - XI. Detailed Routine Operations
  - XII. Innovative Approaches to campus security, such as joint trainings/drills on fire/disaster preparedness.
7. Certificate of site inspection issued by the Vice President for Administration and Finance/Chief Administrative Officer for the main campus and Executive Director for external campuses of the University.
- Other add-on services that may be offered (not indicated in the PR or TOR Example: Special Occasion/s that need/s security service but without charge).

**Number and qualifications of guards**

1. Thirty (32) Security Guards (4 lady guards 1 each campus, except Fermin campus)
- Licensed security guards should have at least one-year campus security experience as security guard:
    - at least high school graduate;
    - not less than 23 but not more than 45 years of age;
    - with height measurement of at least 5' for women and 5'3" for men;
    - Must weigh not more or less than five kilograms (5kg) from the standard weight corresponding to his/her height, age and sex;
    - License validity should be not less than one (1) year.
  - The Service Provider shall also submit the following documentary requirements prior to posting:
    - NBI clearance
    - PNP clearance
    - Barangay clearance
    - Physical/Medical/Health Certificate
    - Psychoneurotic test
    - Drug test
    - Personal Data Sheet
    - COVID-19 vaccination card (as the need arises)
    - Covered by an accident insurance

Same requirements shall also be submitted prior to replacement of relieved / pullout of security guards already deployed, subject to approval of management.

- The guards shall have completed an appropriate/recognized annual security training program.
  - The service provider may also submit medical aid training program attended by the guards assigned.
2. At least two (2) additional security personnel as reserve force to support extra ordinary requirements during periods of need, without additional cost to the University.
  3. Manpower Requirement.

<b>Campus</b>	<b>No. of Guards</b>
Talisay	13
Alijis	7
Fortune Towne	6
Binalbagan	5
Fermin	1
Total	32

#### **Firearms (including accessories and ammunitions)**

1. All Agency guards on duty should have one (1) unit 9mm caliber pistol, taser/stun gun, and
2. Five (5) units 12-gauge shotguns, one (1) unit per campus.

#### **Materials and Equipment**

1. Mobile Transport
  - One (1) bicycle for each campus, and maintained by the Security Agency.
2. Communication
  - All Agency guards on duty should have VHF radios.
  - One (1) VHF radio for every Executive Director.
3. Other Equipment
  - Complete set of uniform for each security guard including rain gear (e.g., coat and boots), whistle, club/night stick, handcuff and first aid kit.
  - Reflectorized traffic vest and gloves for every campus guard post.
  - Metal detector for every campus.



- Vehicle inspection mirror one (1) per campus guard post. Dimension for mirror should not be less than 12 square inches, convex type.
- Battery for metal detectors.

### **Bid Price Computation**

The bid price computation shall comply with the following:

Wages shall be in accordance with the latest wage order in Region VI, RTWPB Wage Order No. RBVI-26 and other wage laws/statutory obligation prescribed by law;

### **Scope of Services**

1. The Agency shall provide security on 24/7 basis.
2. The Agency shall have a pool of reserve guards to ensure the presence of adequate relievers whenever the need arises.
3. The Agency shall assign female guards only in areas expressly identified by CHMSU.
4. The Agency shall submit to the University the results of mandatory semi-annual drug-testing for all its deployed security personnel taken from Government Accredited drug testing laboratory.
5. The Agency shall be responsible to CHMSU for any injury or damage to or loss of property during the hours of duty of the assigned guards due to assault, arson, theft, robbery or mischief or any unlawful acts or negligence.
  - During its watch, ALL losses of equipment, materials, CHMSU vehicles that belong to the unit and other properties, due to any cause, reported within 24 hours from its/their loss as certified by the Executive Directors concerned and concurred by the Vice President for Administration and Finance/Chief Administrative Officer, chargeable against the Agency.
6. The Agency, in coordination with CHMSU security guards, may inspect:
  - Bags
  - Things
  - Vehicles of incoming/outgoing personnel and guests of any CHMSU unit under its watch
  - Inquire and ask proof from any person, student or employee of their authority or permit, duly signed by the Executive Director, to enter the premises or conduct any experiment or activity inside the buildings during non-official hours, such as but not limited to office equipment and peripherals.
  - And, to bar entrance, or hold equipment for lack of such proof.

### **Right to Vary Security Services Requirement**

1. CHMSU shall have the right to vary its security services requirements, and the number of guards or deployment of guards may be increased/decreased or changed by the President or his duly authorized representative anytime with-in 24 hours upon receipt of the written notice.
2. There shall be no adjustment in contract amount/unit prices except as may otherwise be allowed by law or GPPB regulations.
3. The Agency shall conduct a proficiency training/seminar in coordination with CHMSU on its guards during the contract period

### **Manner of Payment**

1. The Agency shall provide a Performance Security in the form and amount prescribed by R.A. 9184 and its' implementing Rules and Regulations prior to the signing of contract.
2. The Performance Security will answer for the Agency's outstanding obligations, liabilities, and damages suffered by CHMSU arising out of, or in connection with, the contract of service.
3. The Performance Security shall be co-terminus with the duration of the contract of services, including its extension/s, plus sixty (60) working days thereafter.
4. Payment shall be made every fifteenth (15th) day and at the end of each month for security services rendered per billing submitted by the Security Agency and shall be supported by a properly accomplished payroll showing the gross amount earned, deductions and the net amounts payable to the Security Guards and properly signed daily time records. The number of Security Guards considered for billing purposes shall not exceed those listed in the duly approved guard deployment roster covering the billing period.
5. The Security Agency hereby binds itself to pay its employees assigned in accordance with the provisions of the pertinent laws and/or other legal issuances governing security agencies. The Security Agency shall solely be responsible for the payment of all indemnities to its guards, which may arise under existing laws and shall comply with the provisions of all other Philippine laws relative to its employees. For information purposes, the Security Agency shall, every end of the month, submit to Client reports and/or information concerning illness and/or accidents occurring or befalling its employees assigned to CHMSU. If CHMSU becomes liable to any employee of the Security Agency under the provisions of any law resulting from the Security Agency's failure to comply with said law, the Security Agency shall reimburse CHMSU for all payments made to said employee, including the cost of suit as the case maybe. The Security Agency shall, together with its billings, submit to CHMSU a sworn statement certifying that it has paid the salaries, wages and/or benefits due to its guards under the law for the billing period.





# Carlos Hilado Memorial State University

Alijis Campus • Binalbagan Campus • Fortune Towne Campus • Talisay (Main) Campus

*A leading GREEN institution of higher learning in the global community by 2030*

*(Good governance, Research-oriented, Extension-driven, Education for Sustainable Development, and Nation-building)*

## Information and Communication Technology Office

### ICT-MIS Support Ticket

#### End-User Information

Name: LIGAYA E. FUENTES  
Department: BAC  
Date: 11/08/23

Control Number: \_\_\_\_\_

#### Software Enhancement & Development

##### Website

- Add/Remove Content
- Add/Remove Features
- Add/Remove Page
- Others: (Please Specify) \_\_\_\_\_

##### Software

- Fix error/bug
- Enhancement
- New IS
- User Training
- Back Up Database
- Install Existing IS
- IS Implementation Support
- Others: (Please Specify) \_\_\_\_\_

#### Details: (Optional)

- RFQ 23-558
- RFQ 23-559
- RFQ 23-560
- RFQ 23-561
- RFQ 23-556
- INVITATION TO BID 10275627/CHMSU 24-004-1031-S, INSTRUCTION TO BIDDERS, BDS, GCC, SCC, BOQ, SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS, TERMS OF REFERENCE, BOQ
- RFQ 23- 550
- RFQ 23- 539
- RFQ 23- 541
- RFQ 23- 542
- RFQ 23-547
- RFQ 23-533
- RFQ 23-536

#### Job Accomplishment Report

Completed By: \_\_\_\_\_ Date Completed: \_\_\_\_\_  
 Work Performed: \_\_\_\_\_  
 Diagnose: \_\_\_\_\_  
 Recommendation (Optional): \_\_\_\_\_

Requested by:

LIGAYA E. FUENTES  
 Head, BAC Secretariat

Received by:

Kevin Hilado  
 Date Received: 11/08/23

Approved by:

Engr Ruel B Malapitan  
 ICT Director

ICT-TAL-F.02  
 REVISION 4  
 SEPT. 16,2022