

PHILIPPINE BIDDING DOCUMENTS
24KL001 (Goods)

PROCUREMENT OF GOODS

Government of the Republic of the Philippines

TABLE OF CONTENTS

| | | |
|------------------|---|-----------|
| Section I. | Invitation To Bid. | 3 |
| Section II. | Instruction to Bidders | 5 |
| Section III. | Bid Data Sheet | 28 |
| Section IV. | General Conditions of Contract | 32 |
| Section V. | Special conditions of Contract. | 41 |
| Section VI. | Schedule of Requirements | 44 |
| Section VII. | Technical Specifications | 45 |
| Section VIII (a) | Bid Form | 46 |
| Section VIII (b) | Bill of Quantities / For Goods Offered from within the Philippines | 47 |
| Section VIII (c) | Contract | 48 |



INVITATION TO BID FOR

The Department of Public Works and Highways **Misamis Oriental 2nd District Engineering Office**, through its Bids and Awards Committee (BAC) for Goods, invites suppliers to submit bids for the following Contract:

1. Contract ID: **24KL001 (Goods)**

Contract Name: **12 MONTHS LUMP SUM SECURITY SERVICE FOR DPWH MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE SECURITY PERSONNEL, MINIMUM OF SIX (6) SECURITY GUARD**

Contract Location: **El Salvador City, Misamis Oriental**

Brief Description: **Procurement of Security Service**

Approved Budget for the Contract (ABC): **Php 1,476,544.80**

Source of Fund: **CY 2024 EAO**

Contract Duration: **12 Months**

The BAC is conducting the public bidding for this Contract in accordance with RA 9184 and its Implementing Rules and Regulations.

Bidders should have completed, within 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 IV. Instructions to Bidders.

To be eligible to bid for this Contract, a supplier must meet the following major requirements:

- Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
- Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located or the equivalent document for exclusive economic zones or areas;
- Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;
- Filipino citizen or 60% Filipino-owned partnership/corporation;

- Completion of a similar contract costing at least 50% of the ABC; and
- Net Financial Contracting Capacity (NFCC) at least equal to the ABC or in lieu of the NFCC computation, a committed line of credit (CLC) specific to the contract to be bid from a universal or commercial bank.

The DPWH will use non-discretionary “pass/fail” criteria in the eligibility check, preliminary examination of bids, evaluation of bids, post-qualification, and award.

The schedule of key procurement activities for this Contract is shown below:

| Activity | Time | Place |
|--|---|---|
| 1. Issuance/Downloading of Bidding Documents | <u>November 28, 2024 to December 17, 2024</u> | *Hard copies at BAC Secretariat, <i>Misamis Oriental 2nd DEO</i> *Downloadable from (a) DPWH website www.dpwh.gov.ph , (b) PhilGEPS website www.philgeps.gov.ph |
| 2. Pre-Bid Conference | <u>December 5, 2023</u> | <i>Conference Room, Misamis Oriental 2nd DEO</i> |
| 3. Receipt by the BAC of Bids | Deadline: <u>December 17, 2024 until 1:00 PM</u> | <i>Procurement Unit, Misamis Oriental 2nd DEO</i> |
| 4. Opening of Bids | <u>December 17, 2023 at 1:00 PM</u> | <i>Conference Room, Misamis Oriental 2nd DEO</i> |

Bidders shall pay the BAC a non-refundable fee of in the amount of **Php 5,000.00** for the Bidding Documents, upon securing hard copies of the Documents. Bidders that downloaded the Documents from the DPWH website shall pay the fee upon submission of their bids. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in Instruction to Bidders.

The Department of Public Works and Highways **Misamis Oriental 2nd District Engineering Office** reserves the right to accept or reject any bid and to annul the bidding process any time before the Contract award, without incurring any liability to the affected bidders.

Any requests for additional information concerning this bidding shall be directed to the following:

BAC Chairperson: **RYAN S. DY**
Address: **Misamis Oriental 2nd DEO**
Tel. No.: **74215**
Email Address: dy.ryan@dpwh.gov.ph

BAC Secretariat Head: **HARRY A. RAPLIZA**
Address: **Misamis Oriental 2nd DEO**
Tel. No.: **74217**
Email Address: rapliza.harry@dpwh.gov.ph

Approved by:

RYAN S. DY
Chief, Quality Assurance Section
BAC Chairperson

Dates of Publication: November 28, 2024
Form DPWH-INFR-04

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section of the Bidding Documents provides the information necessary for bidders to prepare responsive Bids, in accordance with the requirements of the Procuring Entity. It also provides information on the eligibility check, Bid submission, opening, and evaluation, and on the award of contract.

This Section contains provisions that are to be used unchanged. **Error! Reference source not found.** consists of provisions that supplement, amend, or specify in detail information or requirements included in this Section and which are specific to each procurement.

Matters governing the performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under **Error! Reference source not found.** (GCC), and/or **Error! Reference source not found.** (SCC). If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

TABLE OF CONTENTS

| | |
|---|-----------|
| A. GENERAL | 9 |
| 1. Scope of Bid..... | 9 |
| 2. Source of Funds | 9 |
| 3. Corrupt, Fraudulent, Collusive, and Coercive Practices | 9 |
| 4. Conflict of Interest | 10 |
| 5. Eligible Bidders..... | 11 |
| 6. Bidder’s Responsibilities | 12 |
| 7. Origin of GOODS and Services..... | 14 |
| 8. Subcontracts | 14 |
| B. CONTENTS OF BIDDING DOCUMENTS | 14 |
| 9. Pre-Bid Conference..... | 14 |
| 10. Clarification and Amendment of Bidding Documents..... | 14 |
| C. PREPARATION OF BIDS | 15 |
| 11. Language of Bids | 15 |
| 12. Documents Comprising the Bid: Eligibility and Technical Components..... | 15 |
| 13. Documents Comprising the Bid: Financial Component | 17 |
| 14. Alternative Bids | 17 |
| 15. Bid Prices | 17 |
| 16. Bid Currencies..... | 18 |
| 17. Bid Validity..... | 18 |
| 18. Bid Security..... | 19 |
| 19. Format and Signing of Bids | 20 |
| 20. Sealing and Marking of Bids..... | 20 |
| D. SUBMISSION AND OPENING OF BIDS..... | 21 |
| 21. Deadline for Submission of Bids | 21 |
| 22. Late Bids | 21 |
| 23. Modification and Withdrawal of Bids | 21 |
| 24. Opening and Preliminary Examination of Bids | 22 |
| E. EVALUATION AND COMPARISON OF BIDS..... | 23 |
| 25. Process to be Confidential..... | 23 |
| 26. Clarification of Bids | 23 |
| 27. Detailed Evaluation and Comparison of Bids..... | 23 |
| 28. Post Qualification..... | 24 |

| | | |
|-----------|--------------------------------|-----------|
| 29. | Reservation Clause..... | 25 |
| F. | AWARD OF CONTRACT | 26 |
| 30. | Contract Award..... | 26 |
| 31. | Signing of the Contract | 27 |
| 32. | Performance Security | 27 |
| 33. | Notice to Proceed | 28 |

A. General

1. Scope of Bid

- 1.1. The Procuring Entity as defined in the [BDS](#), invites bids for the construction of Works, as described in **Error! Reference source not found.**. The name and identification number of the Contract is provided in the [BDS](#).
- 1.2. The successful bidder will be expected to complete the Works by the intended completion date specified in [SCC Clause](#) **Error! Reference source not found.**.

2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the [BDS](#), and in the amount indicated in the [BDS](#). It intends to apply part of the funds received for the Project, as defined in the [BDS](#), to cover eligible payments under the Contract for the Works.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. The Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;
 - (iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause **Error! Reference source not found.**

4. Conflict of Interest

- 4.1. All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- 1. A Bidder has controlling shareholders in common with another Bidder;
 - 2. A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - 3. A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
 - 4. A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
 - 5. A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
 - 6. A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
 - 7. A Bidder who lends, or temporary seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the bidder, this Clause shall apply to the following persons:

8. If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
9. If the Bidder is a partnership, to all its officers and members;
10. If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
11. If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise indicated in the [BDS](#), the following persons shall be eligible to participate in this Bidding:

12. Duly licensed Filipino citizens/sole proprietorships;
13. Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
14. Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
15. Cooperatives duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines; and
16. Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the [BDS](#).
- 5.3. Government Corporate Entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.
- 5.4. Unless otherwise provided in the [BDS](#), the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the [BDS](#).

For this purpose, contracts similar to the Project shall be those described in the [BDS](#), and completed within the period stated in the Invitation to Bid and **ITB** Clause 27.c.

- 5.5. Unless otherwise provided in the [BDS](#), the Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a Commitment from a Universal or Commercial bank to extend a credit line in its favor if awarded the contract for this project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

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

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in **Error! Reference source not found.** as required in **ITB** Clause 28.c.
- 6.2. The Bidder is responsible for the following:
 17. Having taken steps to carefully examine all of the Bidding Documents;
 18. Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 19. Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
 20. Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.3.

21. Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
22. Ensuring that 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;
23. Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
24. Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
25. Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and
26. Complying with existing labor laws and standards, if applicable.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site and determined the general characteristics of the contract works and the conditions for this Project. Unless otherwise indicated in the [BDS](#), failure to furnish all information or documentation required in this Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 6.8. Bidders should note that the Procuring Entity will only accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of GOODS and Services

Unless otherwise indicated in the [BDS](#), there is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

8. Subcontracts

- 8.1. Unless otherwise specified in the [BDS](#), the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the [BDS](#). However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the [BDS](#). In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. If so specified in the [BDS](#), a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

- 10.1. Bidders who have purchased the Bidding Documents may request for clarification(s) on any part of the Bidding Documents or for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the [BDS](#) at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern, for purposes of interpretation of the Bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the [BDS](#), the first envelope shall contain the following eligibility and technical documents:

27. Eligibility Documents –

Class "A" Documents:

- a. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the [BDS](#);
- b. Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- c. Statement of all its ongoing and completed government and private contracts within ten (10) years from the submission of bids, unless otherwise stated in the [BDS](#), including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - i. name of the contract;
 - ii. date of the contract;
 - iii. contract duration;
 - iv. owner's name and address;

- v. nature of work;
 - vi. contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
 - vii. total contract value at award;
 - viii. date of completion or estimated completion time;
 - ix. total contract value at completion, if applicable;
 - x. percentages of planned and actual accomplishments, if applicable;
 - xi. value of outstanding works, if applicable;
 - xii. the statement shall be supported by the notices of award and/or notices to proceed issued by the owners; and
 - xiii. the statement shall be supported by the Constructors Performance Evaluation System (CPES) rating sheets, and/or certificates of completion and owner's acceptance, if applicable;
- d. Unless otherwise provided in the [BDS](#), valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project;
 - e. Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
 - f. NFCC computation or CLC in accordance with **ITB** Clause 5.5; and

Class "B" Document:

- g. If applicable, valid Joint Venture Agreement (JVA) or, in lieu thereof, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid.
28. Technical Documents –
- a. Bid security as prescribed in **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - i. a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - ii. a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument;
 - b. Project Requirements, which shall include the following:

- i. Organizational chart for the contract to be bid;
 - ii. List of contractor's personnel (*viz*, project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; and
 - iii. List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; and
- c. Sworn statement in accordance with Section 25.2(b)(iv) of the IRR of RA 9184 and using the form prescribed in **Error! Reference source not found..**

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the [BDS](#), the financial component of the bid shall contain the following:
- 29. Financial Bid Form in accordance with the form prescribed in **Error! Reference source not found.;** and
 - 30. Any other document required in the [BDS](#).
- 13.2. Unless indicated in the [BDS](#), all Bids that exceed the ABC shall not be accepted.

14. Alternative Bids

- 14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2. Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the [BDS](#), alternative bids shall not be accepted.
- 14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive

and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4. Unless otherwise provided in the [BDS](#), all bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as indicated in the [BDS](#) and specified in **GCC Clause Error! Reference source not found.** and its corresponding [SCC](#) provision.

16. Bid Currencies

- 16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the [BDS](#). However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 16.3. Unless otherwise specified in the [BDS](#), payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the [BDS](#) which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The bid security, issued in favor of the Procuring Entity, in the amount stated in the [BDS](#) shall be equal to the percentage of the ABC in accordance with the following schedule:

| Form of Bid Security | Amount of Bid Security (Equal to Percentage of the ABC) |
|---|---|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Two percent (2%) |
| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or | Five percent (5%) |
| (d) Any combination of the foregoing. | Proportionate to share of form with respect to total amount of security |

For biddings conducted by local government units, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

- 18.2. The bid security should be valid for the period specified in the [BDS](#). Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in [ITB Clause 18.2](#).
- 18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid security will be discharged, but in no case later than the Bid security validity period as indicated in [ITB Clause 18.2](#).

18.5. The bid security may be forfeited:

31. if a Bidder:
 - a. withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - b. does not accept the correction of errors pursuant to **ITB** Clause 41;
 - c. fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in **ITB** Clause 28.2; or
 - d. any other reason stated in the [BDS](#).
32. if the successful Bidder:
 - a. fails to sign the contract in accordance with **ITB** Clause 31;
 - b. fails to furnish performance security in accordance with **ITB** Clause 32; or
 - c. any other reason stated in the [BDS](#).

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in **Error! Reference source not found.** on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Unless otherwise indicated in the [BDS](#), Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the [BDS](#) shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- 33. contain the name of the contract to be bid in capital letters;
 - 34. bear the name and address of the Bidder in capital letters;
 - 35. be addressed to the Procuring Entity’s BAC identified in **ITB** Clause 10.1;
 - 36. bear the specific identification of this bidding process indicated in the Invitation to Bid; and
 - 37. bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the [BDS](#).

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.

- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the [BDS](#) to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.2. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in [ITB](#) Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the Bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding letter of withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 27, items (i) to (vi).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents enumerated in **ITB** Clause 27 may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.

- 24.6. Each partner of a joint venture agreement shall likewise submit the documents required in **ITB** Clauses 27.a and 27.b. Submission of documents required under **ITB** Clauses 27.c to 27.f by any of the joint venture partners constitutes compliance.
- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification within which to file a request for reconsideration with the BAC: Provided, however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a request for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the request for reconsideration or protest has been resolved.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the [BDS](#) or in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of Bid evaluation, Bid comparison or contract award will result in the rejection of the Bidder’s Bid.

26. Clarification of Bids

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered

27. Detailed Evaluation and Comparison of Bids

- 27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2. In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:
38. The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
39. The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

- 27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. Unless otherwise specified in the [BDS](#), the BAC shall consider the following in the evaluation of bids:
- 40. Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
 - 41. Arithmetical corrections. Consider computational errors, omissions, and other bid modifications, if allowed in the [BDS](#), to enable proper comparison of all eligible bids. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.
- 27.5. Unless otherwise indicated in the [BDS](#), the Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

28. Post Qualification

- 28.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2. Within a non-extendible period of three (3) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
- 42. Tax clearance per Executive Order 398, Series of 2005;
 - 43. Latest income and business tax returns in the form specified in the [BDS](#);
 - 44. Certificate of PhilGEPS Registration; and
 - 45. Other appropriate licenses and permits required by law and stated in the [BDS](#).

Failure of the Bidder declared as LCB to duly submit the requirements under this Clause or a finding against the veracity of such, shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated and Responsive Bid is determined for contract award.
- 28.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of government owned and government-owned and/or -controlled corporations (GOCCs) and government financial institutions (GFIs), the period provided herein shall be fifteen (15) calendar days.

29. Reservation Clause

- 29.1. Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
 46. if there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

47. if the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 48. for any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:
 - a. If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - b. If the project is no longer necessary as determined by the head of the procuring entity; and
 - c. If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
49. No bids are received;
 50. All prospective bidders are declared ineligible;
 51. All bids fail to comply with all the bid requirements or fail post-qualification; or
 52. The bidder with the Lowest Calculated Responsive Bid refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

30. Contract Award

- 30.1. Subject to **ITB** Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB).
- 30.2. Prior to the expiration of the period of Bid validity, the Procuring Entity shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 53. Submission of the following documents within the prescribed period from receipt by the Bidder of the notice that it has the Lowest Calculated and Responsive Bid:
 - a. Valid JVA, if applicable, within ten (10) calendar days;
 - b. Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders, within thirty (30) calendar days, if allowed under a Treaty or International or Executive Agreement mentioned in **ITB** Clause 27.d;

- 54. Posting of the performance security in accordance with **ITB** Clause 32;
- 55. Signing of the contract as provided in **ITB** Clause 31; and
- 56. Approval by higher authority, if required.

31. Signing of the Contract

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its Bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4. The following documents shall form part of the contract:
 - 57. Contract Agreement;
 - 58. Bidding Documents;
 - 59. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - 60. Performance Security;
 - 61. Credit line in accordance with **ITB** Clause 5.5, if applicable;
 - 62. Notice of Award of Contract; and
 - 63. Other contract documents that may be required by existing laws and/or specified in the [BDS](#).

32. Performance Security

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

- 32.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

| Form of Performance Security | Amount of Performance Security (Equal to Percentage of the Total Contract Price) |
|---|---|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Ten percent (10%) |
| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or | Thirty percent (30%) |
| (d) Any combination of the foregoing. | Proportionate to share of form with respect to total amount of security |

- 32.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the Lowest Calculated and Responsive Bid is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

33. Notice to Proceed

- 33.1. Within three (3) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.
- 33.2. The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the Contract, unless otherwise specified in the [BDS](#).



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
MISAMIS ORIENTAL 2nd
DISTRICT ENGINEERING OFFICE
Region X
Balase Street, El Salvador City

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 1.1 | The PROCURING ENTITY is DPWH-Misamis Oriental 2nd Engineering District |
| 1.2 | The lot and reference is : 24KL001 (Goods) |
| 2.0 | The Funding Source is the Government of the Philippines (GOP) through: |
| 2.1 | The Name of the Project is 24KL001 (Goods) – 12 MONTHS LUMP SUM SECURITY SERVICE FOR DPWH MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE SECURITY PERSONNEL, MINIMUM OF SIX (6) SECURITY GUARD |
| 3.1 | No further instructions. |
| 5.1 | <p>Eligible Bidders</p> <p>The Funding Source is the GOP, the eligible Bidders are:</p> <ul style="list-style-type: none"> a) Duly licensed Filipino citizens/sole proprietorships; b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines; d) Manufacturers, Suppliers and/or distributors forming themselves into a joint venture, i.e., a group of two (2) or more manufacturers, Suppliers and/or distributors that intend to be jointly and severally responsible or liable for a particular contract: Provided ,however, That Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%); or e) Cooperatives duly registered with the Cooperatives Development Authority (CDA). |
| 5.2 | None of the circumstances mentioned in the ITB clause exists in this Project. Foreign Bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project. |
| 5.4 | For the procurement of Expendable Supplies: The Bidder must have completed, within the period in the Invitation To Bid and ITB Clause 12.1(a)(iii), a single contract that is similar to this Project, equivalent to at least twenty-five (25%) of the ABC. For this purpose, similar contracts shall refer to painting materials. |
| 6.1 | <p>Eligible GOODS and Services</p> <p>The Funding Source is the GOP, the GOP places no restrictions on the origin of GOODS and services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.</p> |

| | |
|--------------|--|
| | |
| 7.0 | No further instructions. |
| 8.1 | "Subcontracting is not allowed" |
| 8.2 | Not applicable |
| 10.1 | <p>The PROCURING ENTITY" address is DPWH-Misamis Oriental 2nd District Engineering Office, Balase Street, El Salvador City, Misamis Oriental.</p> <p>Name of Contact Person & Designation:</p> <p style="text-align: center;">RYAN S. DY Chief, Quality Assurance Section BAC Chairperson</p> |
| 12.1 | <p>Eligibility Check The Funding Source is The GOP; there will be an eligibility check prior to Bid opening.</p> |
| 12.1(a) | No further instructions. |
| 12.1(a)(i) | "No other acceptable proof of registration is recognized". |
| 12.1(a)(iii) | The statement of all ongoing and completed government and private contracts shall include all such contracts within 2 years prior to the deadline for the submission and receipts of bids. |
| 12.2 (xi) | <p>Other eligibility requirement: Tax Clearance for CY-2023</p> |
| 13.1 | "No additional requirements." |
| 13.1(b) | No further instructions. |
| 13.1(iv) | <p>Documents Comprising the Bid, Technical Proposal: Manpower requirements is" Required"</p> |
| 13.1(v) | <p>Documents Comprising the Bid, Technical Proposal: The after sales services is " Not Required"</p> |
| 13.1(i) | <p>Documents Comprising the Bid, Technical Proposal: Other document, "not required"</p> |
| 13.2 | The ABC is Php 1,476,544.80. Any Bid with a financial proposal exceeding this amount shall not be accepted. |
| 14.1(b) | <p>Documents Comprising the Bid, Financial Proposal "No additional Requirements"</p> |
| 15.4(b) | <p>Bid Prices, Incidental Services "No incidental services are required"</p> |
| 16.1(b) | The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos. |
| 17.1 | Bids shall be valid until 120 calendar days or on (120 calendar days from the date of opening). |

| | |
|------|---|
| 18.1 | <p>The bid security shall be in the following amount:</p> <p>1. Bid Securing Declaration</p> |
| 18.2 | <p>The Bid Security/Bid Securing Declaration shall be valid until <u>120 calendar days</u> from the date of opening of bids or until (120 calendar days from _____).</p> |
| 20.3 | <p>Each bidder shall submit one (1) original and two (1) copies of the first and second components of the bid.</p> |
| | <p>Sealing and Marking of Bids The funding source is the GOP. Sealing and Marking of Bids is amended as follows:</p> <p>Bidders are required to submit their original Eligibility Documents described in ITB clause 12.2 sealed in a separate envelope marked FIRST ENVELOPE “ORIGINAL ELIGIBILITY DOCUMENTS AND ORIGINAL TECHNICAL PROPOSALS”. The sealed eligibility and technical envelope together with the SECOND ENVELOPE: original financial envelopes shall then be placed in a single outer envelope and sealed accordingly. Each copy of the Eligibility Documents and technical proposals shall be similarly sealed in a single outer envelope with each of the copies of the Financial Proposals marked “COPY NUMBER...ELIGIBILITY DOCUMENTS”.</p> |
| 21 | <p>Deadline for Submission of Bids</p> <p>The Address for Submission of Bids is DPWH-Misamis Oriental 2nd District Engineering Office, Balase Street, El Salvador City, Misamis Oriental.</p> <p>The deadline for Submission of Bids is on <u>December 17, 2024 until 1:00 PM</u></p> |
| 24.1 | <p>Opening of Bids by the PROCURING ENTITY</p> <p>The place of Bid opening is at the <u>Conference Room, DPWH-Misamis Oriental 2nd District Engineering Office, Balase Street, El Salvador City, Misamis Oriental</u>.</p> <p>The date and time of Bid opening is on <u>December 17, 2024 at 1:00 PM</u></p> |
| 32.1 | <p>Domestic Preference</p> <p>The Funding Source is the GOP. Domestic preference shall be applied in accordance with Republic Act 5183 and Commonwealth Act 138 on the following basis:</p> <p>a) No contract either through a public bidding or negotiated contract for the supply to, or procurement by, any government-owned or controlled corporation, company, agency or municipal corporation of materials, equipment, goods and commodities shall be awarded to any contractor or bidder who is not a citizen of the Philippines or which is not a corporation or association at least sixty percent (60%) of the capital of which is owned by Filipino citizens, except, as to citizen, corporation or association of a country the laws or regulations of which grant similar rights, or privileges to citizens of the Philippines. In the latter case, however, the Flag Law (C.A. 138) shall continue to be applicable, such that, whenever several bidders shall participate in the procurement of goods and services, the award shall be made to the domestic entity making the lowest calculated responsive bid, provided its bid price proposal is not more than fifteen per centum (15%) in excess of the lowest bid made by a foreign bidder; and/or,</p> <p>b) Only manufactured articles, materials, supplies of the growth or production of the Philippines and only such manufactured articles, materials or supplies as have been manufactured in the Philippines, substantially from articles, materials or supplies of the growth, production, or manufacture, as the case may be, of the Philippines, shall be purchased for public use and, in case public bidding, when the lowest foreign bid, including customs duties, exceeds two thousand pesos (P2,000.00), the award shall be made to the lowest calculated and responsive domestic bidder, provided his bid is not more</p> |

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| | than fifteen per centum (15%) in excess of the lowest calculated and responsive foreign bid. |
| 33.2 | <p>Evaluation and Comparison of Bids</p> <p>The Funding Source is the GOP, the Lowest Calculated Bid shall be determined in two steps:</p> <p>a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and</p> <p>b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.</p> <p>To determine the Lowest Calculated Bid, after the preliminary examination of bids, the BAC shall immediately conduct a detailed evaluation of all bids rated “passed,” using a non-discretionary criteria as stated in the Invitation to Apply for Eligibility and to Bid and the Instructions to Bidders, which shall include a consideration of the following:</p> <p>a) The bid must be complete. Except in case of partial Bids, bids not addressing or providing all the required items in the bidding documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a “0” (zero) for the said item would mean that it is being offered for free to the Government; and</p> <p>b) Minor arithmetical corrections to consider computational errors, omissions and discounts to enable proper comparison of all eligible bids. Any adjustment shall be calculated in monetary terms to determine the calculated prices.</p> <p>Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the approved budget for the contract shall not be considered.</p> |
| 33.4 | <p>Evaluation and Comparison of Bids</p> <p>“No additional criteria”</p> |
| 37.1 | <p>PROCURING ENTITY's Right to Vary Quantities at Time of Award</p> <p>The Funding Source is the GOP, the PROCURING ENTITY's right to vary quantities at time of award is nil.</p> |
| 41.2 | <p>The effective date of the Contract is the date of the Supplier's receipt of the Notice to Proceed.</p> |

Section IV. General Condition of Contract

Notes on the General Condition of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed there, should be a complete document expressing all the rights and obligation of the parties.

The GCC herein shall not be altered. And changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

Table of Contents

| | | |
|-----|--|----|
| 1. | Definition | 02 |
| 2. | Corrupt and Fraudulent Practices | 02 |
| 3. | Inspection and Audit by the Funding Source | 02 |
| 4. | Delivery and Documents | 03 |
| 5. | Contract Amendment | 03 |
| 6. | Governing Language | 03 |
| 7. | Joint Venture, Consortium or Association | 03 |
| 8. | Eligibility | 03 |
| 9. | Notice | 03 |
| 10. | Governing Law | 03 |
| 11. | Settlement of Disputes | 03 |
| 12. | Scope of Supply | 04 |
| 13. | Incidental Services | 04 |
| 14. | Spare Parts | 04 |
| 15. | Delays in the Supplier's Performance | 04 |
| 16. | Liquidated Damages | 04 |
| 17. | PROCURING ENTITY's Responsibilities | 05 |
| 18. | Prices | 05 |
| 19. | Payment | 05 |
| 20. | Taxes and Duties | 05 |
| 21. | Performance Security | 05 |
| 22. | Use of Contract Documents and Information | 05 |
| 23. | Subcontracts | 05 |
| 24. | Standards | 06 |
| 25. | Packing | 06 |
| 26. | Insurance | 06 |
| 27. | Transportation | 06 |
| 28. | Inspection and Tests | 06 |
| 29. | Warranty | 06 |
| 30. | Patent Rights | 07 |
| 31. | Limitation of Liability | 07 |
| 32. | Termination for Default | 07 |
| 33. | Termination for Insolvency | 08 |
| 34. | Termination for Convenience | 08 |
| 35. | Assignment | 08 |
| 36. | Force Majeure | 08 |

1. Definitions

In this Contract, the following shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the PROCURING ENTITY and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The GOODS" means all of the supplies, equipment, machinery, spare parts, other materials and or ground support services which the Supplier is required to supply to the PROCURING ENTITY under the Contract.
- (d) "The Services" means those services ancillary to the supply of the GOODS, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligation of the Supplier covered under the Contract.
- (e) "GCC" means the General Condition of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The PROCURING ENTITY" means the organization purchasing the GOODS, as named in the SCC.
- (h) "The PROCURING ENTITY's country" is the Philippines.
- (i) "The Suppliers" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the GOODS and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.
- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the supplier of the Notice to Proceed, unless otherwise provided in the SCC. All performance obligation shall be reckoned from the Effective Date of the Contract.
- (n) "EXW" means Ex Works.
- (o) "FCA" means Free Carriage.
- (p) "FOB" means Free on Board.
- (q) "CIF" means Cost, Insurance and Freight.
- (r) "CIP" means Carriage and Insurance paid to.
- (s) "DDP" means Delivered Duty Paid.

2. Corrupt and Fraudulent Practices

Both the GOP and the Funding Source require that PROCURING ENTITIES as well as bidders, suppliers, contractors, shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the GOP/PROCURING ENTITY and the Funding Source:

- a. defines, for the purposes of this provision, the terms set forth below as follow:
 - i. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby.
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
 - iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the PROCURING ENTITY, designed to establish Bid prices at artificial, non-competitive levels;
 - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it a any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract funded by the Funding Source.

Further the Funding Source, Borrower or PROCURING ENTITY, as appropriate, will seek to impose the maximum civil, administrative and/ or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt or fraudulent practices.

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors by the Funding Source, if so required by the Funding Source.

4. Delivery and Documents

For purpose of the Contract, "EXW," "FOB," "FCA," "CIF," CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of the Contract are specified in the SCC.

Delivery of the GOODS shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.

5. Contract Amendment

Unless indicated in the SCC, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

6. Governing Language

The Contract shall be written in the English language. The English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in English.

7. Joint Venture, Consortium or Association

If the Supplier is a JV, consortium, or association, all of the parties shall be jointly and severally liable to the PROCURING ENTITY for the fulfillment of the provisions of the Contract and shall designate one party to act as a signatory with authority to bind the JV, consortium, or association. The composition or the constitution of the JV, consortium, or association shall not be altered without the prior consent of the PROCURING ENTITY.

8. Eligibility

The Supplier and its Subcontractors shall have the nationality of an eligible country as defined in the SCC. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.

All GOODS and Related Services to be supplied under the Contract and financed by the Funding Source shall have origin in Eligible Countries as defined in the SCC. For the purpose of this Clause, origin means the country where the GOODS have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

If indicated in the SCC, any contract under which GOODS and Services are procured from countries other than the eligible source countries for the implementation of the project will be eligible for financing if the combined costs of such GOODS and Services are less than fifty percent (50%) of the price of the said contract.

The origin of GOODS and Services is distinct from the nationality of the supplier.

9. Notices

A notice shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

The address for notices is specified in the SCC.

10. Governing Law

10.1 The Contract shall be interpreted in accordance with the laws of the Philippines.

11. Settlement of Disputes

If any dispute or difference of any kind whatsoever shall arise between the PROCURING ENTITY and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the PROCURING ENTITY or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the GOODS under the Contract.

Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. the PROCURING ENTITY shall pay the Supplier any monies due the Supplier.

12. Scope of Supply

Subject to the SCC, the GOODS and Related Service to be supplied shall be as specified in Section VI. Schedule of Requirements.

Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the GOODS and Related Service as if such items were expressly mentioned in the Contract.

13. Incidental Services

The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in the SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied GOODS;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied GOODS;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied GOODS;
- (d) performance or supervision or maintenance and/or repair of the supplied GOODS, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the PROCURING ENTITY's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied GOODS.

Prices charged by the Supplier for incidental services, if not included in the Contract Price for the GOODS, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar service.

14. Spare Parts

14.1. As specified in the SCC, the Supplier may be required to provide any or all of the Following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the PROCURING ENTITY may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligation under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the PROCURING ENTITY of the pending termination, in sufficient time to permit the PROCURING ENTITY to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the PROCURING ENTITY, the blueprints, drawings, and specification of the spare parts, if requested.

15. Delays in the Supplier's Performance

- 15.1. Delivery of the GOODS and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the PROCURING ENTITY in Section VI, Schedule of Requirements.
- 15.2. If at any time during performance of the Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the GOODS and performance of Services, the Supplier shall promptly notify the PROCURING ENTITY in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC 35, the PROCURING ENTITY shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 15.3. Except as provided under GCC Clause 36, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 5 without the application of liquidated damages.

16. Liquidated Damages

- 16.1 Subject to GCC Clause 15, and the provisions of GCC Clause 36, if the Suppliers fails to deliver any or all of the GOODS or to perform the Services within the period(s) specified in the Contract, the PROCURING ENTITY shall, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed GOODS or unperformed Service for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the PROCURING ENTITY may consider termination of the Contract pursuant to GCC Clause 32.

17. PROCURING ENTITY's Responsibilities

- 17.1. Whenever the supply of GOODS and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the PROCURING ENTITY shall, if so required by the Supplier, make its best effort to assist the supplier in complying with such requirements in a timely and expeditious manner.
- 17.2. The PROCURING ENTITY shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Clause 12.

18. Prices

- 18.1 Prices changed by the Supplier for GOODS delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 5, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the SCC.

19. Payment

- 19.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 19.2. The Supplier's request(s) for payment shall be made to the PROCURING ENTITY in writing, accompanied by an invoice describing, as appropriate, the GOODS delivered and Services performed, and by documents submitted pursuant to GCC Clause 4, and upon fulfillment of other obligations stipulated in the Contract.
- 19.3. Pursuant to GCC Clause 19.2, payments shall be made promptly by the PROCURING ENTITY, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 19.4 Unless otherwise specified in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

20. Taxes and Duties

- 20.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed up to the delivery of the goods to the Project site.
- 20.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted GOODS to the PROCURING ENTITY.

21. Performance Security

- 21.1 Within ten (10) calendar days from receipt of the Notice of Award from the PROCURING ENTITY but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish to the PROCURING ENTITY the performance security in the form and amount specified in the SCC.
- 21.2 The proceeds of the performance security shall be payable to the PROCURING ENTITY as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 21.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the PROCURING ENTITY and shall be in one of the following forms:
 - a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the PROCURING ENTITY's country or abroad, acceptable to the PROCURING ENTITY, in the form provided in the Bidding Document or another form acceptable to the PROCURING ENTITY;
 - b. a cashier's or certified check; or
 - c. such form as may be specified in the SCCs.
- 21.4 The performance security will be discharged by the PROCURING ENTITY and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract and the issuance of certification to that effect by the PROCURING ENTITY, including any warranty obligations, unless otherwise specified in the SCC.

22. Use of Contract Documents and Information

- 22.1 The Supplier shall not, except for the purposes of performing the contract, without the PROCURING ENTITY's prior written consent, disclose the Contract, or any provision thereof, or specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PROCURING ENTITY. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 22.2 Any document, other than the Contract itself, enumerated in GCC Clause 22.1 shall remain the property of the PROCURING ENTITY and shall be returned. (all copies) to the PROCURING ENTITY on completion of the Supplier's performance under the Contract if so required by the PROCURING ENTITY.

23. Subcontracts

- 23.1 The Supplier shall notify the PROCURING ENTITY in writing of all subcontracts awarded under this Contract, if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 23.2 Subcontracts must comply with the provisions of GCC Clause 8.

24. Standards

- 24.1 The GOODS supplied under this Contract shall conform to the standards mentioned in the Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the GOODS' country of origin. Such standards shall be the latest issued by the concerned institution.

25. Packing

- 25.1 The Supplier shall provide such packing of the GOODS as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.
- 25.2 The packing, marking, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the PROCURING ENTITY.

26. Insurance

- 26.1 The GOODS supplied under the Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The GOODS remain at the risk and title of the Supplier until their final acceptance by the PROCURING ENTITY.

27. Transportation

- 27.1 Where the Supplier is required under Contract to deliver the GOODS CIF, CIP or DDP, transport of the GOODS to the port of destination or such other named place of destination in the Philippines, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 27.2 Where the Supplier is required under the Contract to transport the GOODS to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 27.3. Where the Supplier is required under Contract to deliver the GOODS CIF, CIP or DDP, no restriction shall be placed on the choice of carrier unless specified in the SCC.

28. Inspection and Tests

- 28.1 The PROCURING ENTITY or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the Contract specifications at no extra costs to the PROCURING ENTITY. SCC and the Technical Specifications shall what inspections and 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.
- 28.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the GOODS' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PROCURING ENTITY.
- 28.3 The PROCURING ENTITY or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the PROCURING ENTITY shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 28.4. The PROCURING ENTITY may reject any GOODS or any part thereof that fail to pass any tests and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected GOODS or parts thereof or make alterations necessary to meet the specifications at no cost to the PROCURING ENTITY, and shall repeat the test and/or inspection, at no cost to the PROCURING ENTITY, upon giving a notice pursuant to GCC Clause 9.
- 28.5. The Supplier agrees that neither the execution of a tests and/or inspection of the GOODS or any part thereof, nor the attendance by the PROCURING ENTITY or its representative, shall release the Supplier from any warranties or other obligations under the Contract.

29. Warranty

- 29.1 The Supplier warrants that the GOODS supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 29.2. The Supplier further warrants that all GOODS supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the PROCURING ENTITY's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied GOODS in the conditions prevailing in the country of final destination.
- 29.3. In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract

or other such period as may be specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period: *Provided, however*, that the GOODS supplied are free from patent and latent defects and all the conditions imposed under the Contract have been fully met.

- 29.4. The PROCURING ENTITY shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 29.5. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective GOODS or parts thereof, without costs to the PROCURING ENTITY.
- 29.6. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the **SCC**, the PROCURING ENTITY may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the PROCURING ENTITY may have against the Supplier under the Contract and under the applicable law.

30. Patent Rights

- 30.1. The Supplier shall indemnify the PROCURING ENTITY against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the GOODS or any part thereof.

31. Limitation of Liability

- 31.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to **GCC** Clause 30 and unless specified otherwise in the **SCC**:
 - i. the Suppliers shall not be liable to the PROCURING ENTITY, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the PROCURING ENTITY; and
 - ii. the aggregate liability of the Supplier to the PROCURING ENTITY, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

32. Termination for Default

- 32.1 The PROCURING ENTITY, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
 - i. if the Supplier fails to deliver any or all of the GOODS within the period(s) specified in the Contract, or within any extension thereof granted by the PROCURING ENTITY pursuant to **GCC** Clause 5;
 - ii. if the Supplier fails to perform any other obligation(s) under the Contract; or
 - iii. if the Supplier, in the judgment of the PROCURING ENTITY, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 32.2. For the purpose of this clause:
 - (a) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby.
 - (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
 - © "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the PROCURING ENTITY, designed to establish Bid prices at artificial, non-competitive levels;
 - (d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- 32.3 In the event the PROCURING ENTITY terminates the Contract in whole or in part, pursuant to **GCC** Clause 32, the PROCURING ENTITY may procure, upon such terms and in such manner as it deems appropriate, GOODS or Services similar to those undelivered, and the Supplier shall be liable to the PROCURING ENTITY for any excess costs for such similar GOODS or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- 32.4. In case the delay in the delivery of the GOODS exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the PROCURING ENTITY may terminate the contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

33. Termination for Insolvency

- 33.1. The PROCURING ENTITY may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PROCURING ENTITY.

34. Termination for Convenience

- 34.1 The PROCURING ENTITY, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the PROCURING ENTITY's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 34.2 The GOODS that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the PROCURING ENTITY at the Contract terms and prices. For the remaining GOODS, the PROCURING ENTITY may elect:
- i. to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed GOODS and Service and for materials and parts previously procured by the Supplier.

35. Assignment

- 35.1. The Supplier shall not assign, in whole or in part, this Contract, nor any right or obligation under this Contract, except with the PROCURING ENTITY's prior written consent.

36. Force Majeure

- 36.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a Force Majeure.
- 36.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the PROCURING ENTITY in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 36.3. If a Force Majeure situation arises, the Supplier shall promptly notify the PROCURING ENTITY in writing of such condition and the cause thereof. Unless otherwise directed by the PROCURING ENTITY in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
**MISAMIS ORIENTAL 2nd
DISTRICT ENGINEERING OFFICE**
Region X
Balase Street, El Salvador City

Special Conditions of Contract

| | |
|------------|---|
| GCC Clause | |
| 1.1.(g) | The PROCURING ENTITY is DPWH-Misamis Oriental 2nd Engineering District, Balase Street, El Salvador City, Misamis Oriental. |
| 1.1. | Reference No. is 24KL001 (Goods) |
| 1.1 (i) | The Supplier is _____ |
| | The funding source : |
| 1.1.(k) | The Project is the 24KL001 (Goods) – 12 MONTHS LUMP SUM SECURITY SERVICE FOR DPWH MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE SECURITY PERSONNEL, MINIMUM OF SIX (6) SECURITY GUARD |
| 4.1 | The delivery term is Twelve (12) months. |
| 4.2 | For GOODS supplied from within the Philippines or by domestic Suppliers: Upon delivery of the GOODS to the Project Site, the Supplier shall notify the PROCURING ENTITY and present the following documents to the PROCURING ENTITY: i.) Original and four copies of the Supplier's invoice showing GOODS' description, quantity, unit price, and total amount; ii.) Original and four copies delivery receipt/note, railway receipt or truck receipt; iii.) Original Supplier's factory inspection report; iv.) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; v.) Original and four copies of the certificate of origin (for imported GOODS); vi.) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel vii.) Certificate of Acceptance/Inspection Report signed by the PROCURING ENTITY's representative at the Project Site; and viii.) Four copies of the Invoice Receipt for Property signed by the PROCURING ENTITY's representative at the Project Site; |
| 8.1, 8.2 | The Funding Source is the GOP. At least sixty (60%) of the interest or ownership or outstanding capital stock of the Supplier must belong to citizens of the Philippines. The GOP places no restrictions on the origin of GOODS and services subject only to the provisions of Commonwealth Act 138, and those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. |
| 9.2 | The PROCURING ENTITY's Address for Notices is: DPWH-Misamis Oriental 2nd District Engineering Office, Balase Street, El Salvador City, Misamis Oriental Name of contact: RYAN S. DY Chief, Quality Assurance Section |

| | |
|------|---|
| | <p>BAC Chairperson</p> <p>The Supplier's Address for Notices is</p> |
| 11.4 | In the case of a dispute between the PROCURING ENTITY and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with Republic Act 876 ("R.A.876"), otherwise known as the "Arbitration Law of the Philippines." |
| 13.1 | Incidental Services are listed in Section VI: Schedule of Requirements |
| 16.1 | <p>Liquidated Damages</p> <p>The applicable rate is at least one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.</p> |
| 18 | <p>Prices</p> <p>Prices are fixed and there shall be no price adjustments applicable for the duration of the Contract except under extraordinary circumstances determined by NEDA and upon prior approval of the Government Procurement Policy Board.</p> |
| 19.1 | <p>Payment</p> <p>For GOODS supplied from within the Philippines or by domestic Suppliers:</p> <p>The method and conditions of payment to be made to the Supplier through the Government's current disbursement procedure within sixty (60) days of submission of documents under this Contract shall be as follows:</p> <p>The Funding Source is GOP:</p> <p>ii. On Delivery: Eighty percent (80%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the GOODS at project site and upon submission of the documents (i) through (vi) specified in SCC 2 for GCC Clause 4</p> <p>iii. On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the PROCURING ENTITY's authorized representative. In the event that no inspection or acceptance certificate is issued by the PROCURING ENTITY's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the PROCURING ENTITY's own verification for the reason(s) for the failure to issue documents (vii) and (viii) as described in GCC Clause 4</p> |
| 19.4 | The currency(ies) of payment shall be Philippine Pesos |
| 21.1 | The Funding Source is the GOP. The following are the acceptable Forms of Performance Security from which the Supplier may choose: |

| | |
|-------------|---|
| | <ol style="list-style-type: none"> 1. Cash, certified check, bank draft or irrevocable letter of credit in the amount of five percent (5%) of the Contract Price. 2. Bank guarantee in the form prescribed in Section VIII: Sample Forms (b) in the amount of ten percent (10%) of the Contract Price. 3. Surety bond in the amount of thirty percent (30%) of the Contract Price. |
| 21.4 | <p>The Funding Source is the GOP.</p> <p>Performance Security is to be valid thirty (30) days beyond the expected arrival of the GOODS at their final destination</p> |
| 25.2 | <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the PROCURING ENTITY Name of the Supplier Contract Description Final Destination Gross Weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> |
| 27.3 | <p>Transportation The Funding source is GOP. GOODS are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, GOODS may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the PROCURING ENTITY certification To this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of the Contract the period from when the GOODS were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 36.</p> <p>The PROCURING ENTITY accepts no liability for the damage of GOODS during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of GOODS supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the PROCURING ENTITY until their receipt and final acceptance at the final destination.</p> |
| 28.1 | <p>Inspection and Test The inspections and tests that will be conducted are: <ol style="list-style-type: none"> 1. Inspections of technical specifications and quantity to be conducted by District's Inspectorate Team together with the Resident Auditor (COA); 2. Quality Test; and/or 3. Mill Certificate </p> |
| 29.3 | <p>If the GOODS being purchased fall under the category of general supplies: "The warranty period shall be three (3) months."</p> |
| 29.5 & 29.6 | <p>The period for correction of defects in the warranty period is ten (10) calendar days.</p> |

Section VI: Schedule of Requirements

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

| Item No. | Description | Quantity | Total | Delivered, Weeks/Months |
|----------|--------------------------------|----------|-------|-------------------------|
| | (Please see attached Document) | | | |

Project :

Name of Bidder : _____

Signature of Bidder : _____

Section VII: Technical Specifications

| | | |
|------------------|--------------------------------|--|
| I T E M | | <p><u>Statement of Compliance Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence.</u> Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB 3.1 (a) (ii) and/or GCC 2.1 a i</p> |
| | (Please see attached Document) | |

Project :

Name of Bidder : _____

Signature of Bidder : _____

Section VIII a) Bid Form

Date :
ITB No. :

**TO: DPWH- Misamis Oriental 2nd District Engineering Office
Balase Street, El Salvador City, Misamis Oriental**

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number _____ the receipt of which is hereby duly acknowledged, we understand, offer to supply and deliver materials in conformity with the said _____ Bidding Documents for the _____ sum of _____ (₱ _____) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 20.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per Instructions to Bidders Clause 5 of the Bidding Documents.

Dated this _____ day of _____ 2023.

(Signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

Project :

Section VIII b)

For Goods Offered From Within the Philippines

Name of Bidder _____ ITB No. **23KL001 (Goods)**

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|--------------------------------|-------------------|----------|-------------------------|---|---|--|---|--|
| Item | Description | Country of Origin | Quantity | Unit Price EXW per item | Cost of Local labor, raw, material, and component | Total price EXW per item if Contract is awarded | Unit prices per item final destination and unit price of other incidental services | Sales and other taxes payable per item if Contract is awarded | Total Price delivered Final Destination (col. 8 + 9) x 4 |
| | (Please see attached Document) | | | | | | | | |

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Project : 24KL001 (Goods) – 12 MONTHS LUMP SUM SECURITY SERVICE FOR DPWH MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE SECURITY PERSONNEL, MINIMUM OF SIX (6) SECURITY GUARD

Section VIII c) Contract Form

THIS AGREEMENT made the _____ day of _____ between DPWH-Misamis Oriental 2nd District Engineering Office of the Philippines (hereinafter called "the Entity") of the one part and _____ City, Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz, **Procurement of Security Service** for the project – **24KL001 (Goods) – 12 MONTHS LUMP SUM SECURITY SERVICE FOR DPWH MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE SECURITY PERSONNEL, MINIMUM OF SIX (6) SECURITY GUARD** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of _____ (P_____) hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- © the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Entity's Notification of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.,

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereto set their respective hands on the day, month and year first above written.

**REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS**

(PARTY OF THE FIRST PART)

(PARTY OF THE SECOND PART)

BY:

MARINA A. RABANES
Chief, Planning & Design Section

Representative

GENEVIEVE M. DOMO, CPA
Chief, Financial Management Section

(Witness)

JUVYLYN B. DIPUTADO
Chief, Construction Section

(Witness)

Approved this _____ day of _____, year **2024**.

APPROVED:

ACHILLES B. PIMENTEL
District Engineer

REPUBLIC OF THE PHILIPPINES)
City of Cagayan de Oro)S.S

ACKNOWLEDGEMENT

BEFORE ME, as the Notary Public for and within the City of Cagayan de Oro, personally appeared **JIM B. RAMAOS**, OIC – Assistant District Engineer, representing the REPUBLIC OF THE PHILIPPINES (Department of Public Works and Highways), with Residence Certificate No. _____ issued on _____ at Cagayan de Oro City and _____ representing _____, with Residence Certificate No. _____ issued on _____ at _____, known to me to be the same persons who executed the foregoing CONTRACT and AGREEMENT and they acknowledged to me that the same is their true act and deed for and in behalf of the parties they represented.

This instrument consist of three (3) pages, including this page, on which this acknowledgement is written duly signed by the contracting parties and their witnesses on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereto affixed my Signature and Official Seal this _____ day of _____.

(Notary Public)

Doc. No. _____
Page No. _____
Book No. _____
Series of 2014

FORMS for Prospective Bidders:

Checklist for Bidders (First and Second Envelope) 52

Cover Page – First and Second Envelope 53

Bid Security (Bank Guarantee) 56

Performance Bond (Bank Guarantee)57

Warranty Bond (Special Bank Guarantee) 58

Omnibus Sworn Statement 59

BAC Checklist..... 61

Name of Procuring Entity

**DPWH-Misamis Oriental 2nd District Engineering Office
Balase Street, El Salvador City, Misamis Oriental**

Project Reference Number:

Name of the Project:

Location of the Project:

Standard Form Number: SF-GOOD-06

Revised on: May 24, 2004

Checklist of Eligibility and Technical Requirements for Bidders (FIRST ENVELOPE)

The eligibility component shall contain the following:

1. Cover page

Class "A" Legal Documents

Certification in lieu of Class "A" Documents – Supplier's Registration Certificate(SRC)

Note: This document certifies that the Class "A" Documents are complete, current and updated.

Presence of this document shall forego the checking of the Class "A" Documents.

2. Registration certificate from SEC, Department of Trade (DTI) for Sole Proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents. **(Form SF-GOOD-08)**
3. Valid and current Mayor's permit/municipal license **(Form SF-GOOD-09)**
4. Certificate of Registration from Philippine Government Electronic Procurement System (PHILGEPS), ("Platinum Membership")

Class "A" Technical Documents

5. Statement of the prospective bidder of all its ongoing and similar completed government & private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period as provided in the IAEB. The statement shall include all information required in the PBDs prescribed by the GPPB. **(Form SF-GOOD-13a & 13b)**

Class "A" Financial Documents

6. The prospective bidder's audited financial statements, showing among others, the Prospective bidder's total and current assets and liabilities, stamped received by the BIR or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from the date of submission.
7. The Prospective bidder's computation for its Financial Contracting Capacity (NFCC) **OR** a commitment from a Universal or Commercial Bank to extend to him a credit line in favor of the prospective bidder if awarded the contract to be bid (CLC).
8. Valid Joint Venture Agreement (JVA), in case the joint venture is already in existence. In the absence of JVA, duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. **(Form SF-GOOD-17)**

The Technical component shall contain the following:

9. Bid Security : Bid Securing Declaration
9. Technical Specifications
10. Production/Delivery Schedule
11. Manpower Requirements
12. After-Sales service/parts, if applicable
13. Omnibus sworn statement - Statement of the prospective bidder: (1) that it is not "blacklisted" or barred from bidding by the Government or any of its agencies, offices, corporations or LGUs, including non-inclusion in the Consolidated Blacklisting Report issued by the GPPB or CIAP; (2) oath that each of the documents submitted in satisfaction or the eligibility requirements is an authentic and original copy, or a true and faithful reproduction of the original, complete, and that all statements and information provided therein are true and correct; (3) authorizing the BAC or its duly authorized representative/s to verify any or all of the documents submitted for eligibility check; (4) The signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding; (5) compliance with the Disclosure Provision under Section 47 of the Act in relation to other provisions of RA 3019; (6) attesting to have complied with responsibilities listed in GPRA IRR-A Section 17.7.1. ; and (7) in compliance with existing labor laws and standards, in the case of procurement of Services.

The checklist of Eligibility Requirements may be given to prospective bidders along with the Eligibility Forms. The bidders are encouraged to consult this checklist before submitting their Eligibility Envelopes on the deadline for the submission and receipt of Eligibility Envelopes.

ADDITIONAL DOCUMENTS, IF CONTRACT AWARDED:

14. BIR Registration Certification, which contains the Taxpayer's Identification Number (Form SF-GOOD-10)
15. Specification of whether or not the prospective bidder is manufacturer, supplier or Distributor (Form SF-GOOD-21).
16. Tax Clearance pursuant to Executive Order No. 398 dated January 12, 2005.

Name of Procuring Entity

**DPWH-Misamis Oriental 2nd District Engineering Office
Balase Street, El Salvador City, Misamis Oriental**

Project Reference Number:

Name of the Project:

Location of the Project:

Standard Form Number: SF-GOOD-06

Revised on: May 24, 2004

Checklist of Financial Envelope Requirements for Bidders

SECOND ENVELOPE - The Financial Component shall contain the following:

1. Duly Signed Bid Prices of Quantities for procurement of Goods, or Scope of Work for procurement of Services.
2. Recurring and maintenance costs, if applicable.

Note:

- 1) All eligibility and bid documents being required for submission **must be properly book bound and the contents of which must be all numbered/paginated consecutively, the total of which must be indicated in the covering page signed by the duly authorized representative** as required in Department Order No. 90, series of 2002.
- 2) **ITB Clause 23.1 – Sealing and Marking of Bids**
 - a) Bidders are required to submit their original Eligibility Documents and Technical Documents described in ITB clause 12.2 sealed in a separate envelope marked “**FIRST ENVELOPE : ORIGINAL ELIGIBILITY and TECHNICAL DOCUMENTS**”.
 - b) The sealed eligibility **FIRST ENVELOPE** together with the **SECOND ENVELOPE: FINANCIAL DOCUMENTS** shall then be placed in a **single outer envelope and sealed accordingly**.
 - c) Each copy of the Eligibility and Technical Documents shall be similarly sealed in single outer envelope with each of the copies of the Financial Proposals marked “**COPY – ELIGIBILITY DOCUMENTS**”.
 - d) Bidders are required to submit **two (2) machine copies** of Eligibility, Financial and Technical Documents.
- 3) **All envelopes shall contain:**
 - a) **the name of the contract to be bid in capital letters;**
 - b) **bear the name and address of the Bidder in capital letters;**
 - c) **be addressed to the BIDS AND AWARD COMMITTEE, DPWH-MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE** in accordance with ITB Clause 1.1;
 - d) **bear the specific identification** of this bidding process indicated in the ITB Clause 1.2; and
 - e) **bear a warning “DO NOT OPEN BEFORE ...”** the date and time for the opening of Bids, in accordance with ITB Clause 24.1.

The checklist of Eligibility Requirements may be given to prospective bidders along with the Eligibility Forms. The bidders are encouraged to consult this checklist before submitting their Eligibility Envelopes on the deadline for the submission and receipt of Eligibility Envelopes.

| | | | |
|---|--|--|--------------------------|
| Name of the Procuring Entity DPWH-Misamis Oriental 2nd District Engineering Office | | Project Reference Number : 24KL001 (Goods) | |
| PROJECT: | 24KL001 (Goods) – 12 MONTHS LUMP SUM SECURITY SERVICE FOR DPWH MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE SECURITY PERSONNEL, MINIMUM OF SIX (6) SECURITY GUARD | DATE: | December 17, 2024 |
| BIDDER: | | | |

COVER PAGE

FIRST ENVELOPE: ELIGIBILITY AND TECHNICAL DOCUMENTS

| DOCUMENTS | PAGE NUMBER |
|--|-------------|
| (1) ELIGIBILITY DOCUMENTS | |
| Supplier's Registration Certificate (SRC) - Certification in lieu of Class "A" Documents <i>Note: This document certifies that the Class "A" Documents are complete, current and updated. Presence of this document shall forego the checking of the Class "A" Documents.</i> | |
| Class "A" Documents: | |
| Registration certificate from SEC, Department of Trade and Industry (DTI) for sole Proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents. (Form SF-GOOD-08) | |
| Mayor's permit issued by the city or municipality where the principal place of business of the Prospective bidder is located. (Form SF-GOOD-09) | |
| Certificate of Registration from Philippine Government Electronic Procurement System (PHILGEPS). | |
| Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period as provided in the IAEB. The statement shall include all information required in the PBDs prescribed by the GPPB. (Form SF-GOOD-09) | |
| The prospective bidder's audited financial statements, showing, among others, the Prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission. | |
| The prospective bidder's computation for its Financial Contracting Capacity (NFCC) OR a Commitment from a Universal or Commercial Bank to extend a credit line in favor of the prospective bidder if awarded the contract to be bid (CLC). | |
| Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the Absence of JVA, duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. (Form SF-GOOD-17) | |
| (2) TECHNICAL DOCUMENTS | |
| Bid Security | |
| Technical Specifications | |
| Production / Delivery schedule | |
| Manpower Requirements | |
| After-sales service/parts, if Applicable | |
| Omnibus sworn statement | |

| Additional documents, if contract awarded | |
|---|--|
| BIR Registration Certification, which contains the Taxpayer's Identification Number (Form SF-GOOD-10) | |
| Specification of whether or not the prospective bidder is a manufacturer, supplier or distributor (Form SF-GOOD-21) | |
| Tax Clearance pursuant to Executive Order No. 398 dated January 12, 2005. | |
| TOTAL NUMBER OF PAGES | |

Submitted by:

(Printed Name & Signature)

NOTE: All eligibility and bid documents being required for submission must be properly book bound and the contents of which must be all Numbered /paginated consecutively, the total of which must be indicated in the covering page signed by the duly authorized Representative as required in Department Order No. 90, series of 2002.

Name of the Procuring Entity

DPWH-Misamis Oriental 2nd District Engineering Office

Project Reference Number :

24KL001 (Goods)

| | | | |
|----------|--|-------|--------------------------|
| PROJECT: | 24KL001 (Goods) – 12 MONTHS LUMP SUM SECURITY SERVICE FOR DPWH MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE SECURITY PERSONNEL, MINIMUM OF SIX (6) SECURITY GUARD | DATE: | December 17, 2023 |
| BIDDER: | | | |

COVER PAGE

SECOND ENVELOPE:

FINANCIAL DOCUMENTS

| DOCUMENT | PAGE NUMBER |
|--|-------------|
| 1 Duly Signed Bid Prices in the Bill of Quantities | |
| 2 Recurring and maintenance costs, if applicable | |
| TOTAL NUMBER OF PAGES | |

Submitted by:

(Printed Name & Signature)

NOTE: All eligibility and bid documents being required for submission must be properly book bound and the contents of which must be all Numbered /paginated consecutively, the total of which must be indicated in the covering page signed by the duly authorized Representative as required in Department Order No. 90, series of 2002.

Form of Bid Security (Bank Guarantee)

Whereas _____ (hereinafter called “the Bidder”) has submitted its Bid dated _____ for the _____ (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE, _____ (name of bank) _____ of _____ (name of country)

having our registered office at _____ (hereinafter called “the Bank”), are bound unto DPWH-Misamis Oriental 2nd District Engineering Office (hereinafter called “the Entity”) in the sum of _____ (₱ _____) for which payment well and truly to be made to the said Entity, the bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said bank this _____ day of _____ 2023.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its Bid by the PROCURING ENTITY during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

we undertake to pay the PROCURING ENTITY up to the above amount upon receipt of its first written demand, without the PROCURING ENTITY having to substantiate its demand, provided that in its demand the PROCURING ENTITY will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and if any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the bank)

**Project : 24KL001 (Goods) – 12 MONTHS LUMP SUM SECURITY SERVICE FOR DPWH
MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE SECURITY PERSONNEL,
MINIMUM OF SIX (6) SECURITY GUARD**

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
MUN. OF MISAMIS ORIENTAL) S.S.

A F F I D A V I T

I, _____, of legal age, _____, _____, and residing at _____, after having been duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietor: I am the sole proprietor of _____ with office address at _____;

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

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor of _____, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for _____ of the _____;

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 and/or to represent the _____ in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

3. _____ 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;
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. _____ 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: I am 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 _____ 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 _____ 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. _____ complies with existing labor laws and standards; and
8. _____ is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the _____.

IN WITNESS WHEREOF, I Have hereunto set my hand this _____ day of _____, 2024 at _____, Philippines.

Bidder's Representative/Authorized Signatory

Project : 24KL001 (Goods) – 12 MONTHS LUMP SUM SECURITY SERVICE FOR DPWH MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE SECURITY PERSONNEL, MINIMUM OF SIX (6) SECURITY GUARD

Name of the Procuring Entity
DPWH-Misamis Oriental 2nd District Engineering Office

Project Reference Number : **24KL001 (Goods)**

Standard Form Number: SF-GOOD-07
Revised on: May 24, 2004

Checklist of Eligibility Requirements for the BAC

| | | | |
|----------|--|-------|--------------------------|
| PROJECT: | 24KL001 (Goods) – 12 MONTHS LUMP SUM SECURITY SERVICE FOR DPWH MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE SECURITY PERSONNEL, MINIMUM OF SIX (6) SECURITY GUARD | DATE: | December 17, 2023 |
| BIDDER: | | | |

Checklist of Eligibility Requirements

FIRST ENVELOPE:

A. ELIGIBILITY REQUIREMENTS

| | | | | | |
|----------|--------|--------|--------|---------------|----------|
| END USER | MEMBER | MEMBER | MEMBER | VICE-CHAIRMAN | CHAIRMAN |
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- 1 Cover Page (No. of pages:_____)

Class "A" Documents"

Certification in lieu of Class "A" Documents – Supplier's Registration Certificate(SRC)

Note: This document certifies that the Class "A" Documents are complete, current and updated. Presence of this document shall forego the checking of the Class "A" Documents.

OR all requirements listed under Legal, Technical and Financial Documents

Legal Documents

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- 3 Registration certificate from SEC, Department of Trade and Industry (DTI) for sole Proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents.

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- 4 Mayor's permit issued by the city or municipality where the principal place of business of the Prospective bidder is located.

Technical Documents

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- 5 Certificate of Registration from Philippine Government Electronic Procurement System (PHILGEPS)

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- 6 Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity

to the contract to be bid, within the relevant period as provided in the IAEB. The statement shall include all information required in the PBDs prescribed by the GPPB.

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Financial Documents

7 The prospective bidder's audited financial statements, showing, among others, the Prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

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8 The prospective bidder's computation for its Financial Contracting Capacity (NFCC) OR a Commitment from a Universal or Commercial Bank to extend a credit line in favor of the prospective bidder if awarded the contract to be bid (CLC).

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Class "B" Document

9 Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the Absence of JVA, duly notarized statement from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid.

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

Remarks: () Pass () Fail

Additional Documents, if contract awarded

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16 BIR Registration Certification, which contains the Taxpayer's Identification Number (Form SF-GOOD-10)

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17 Specification of whether or not the prospective bidder is a manufacturer, supplier or Distributor (Form SF-GOOD-21).

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18 Tax Clearance pursuant to Executive Order No. 398 dated January 12, 2005.

Checklist of Technical Envelope Requirements for the BAC

Checklist of Bid Requirements

FIRST ENVELOPE – TECHNICAL DOCUMENTS (another envelope)

B. TECHNICAL REQUIREMENTS: APPROVED BUDGET for the CONTRACT (ABC)

REQUIRED BID SECURITY

Form

- Cash, Cashier's/Manager's Check, Bank Draft / guarantee confirmed by a Universal or Commercial Bank or
- Irrevocable letter of credit issued by a Universal or Commercial Bank, or
- Surety Bond callable upon demand issued by a surety or insurance company

2% of ABC = ₱ _____

2% of ABC = ₱ _____

5% of ABC = ₱ _____

Validity Period

120 calendar days from opening or _____

Form of Bid Security

Company

Number

Official Receipt No.

Validity Period

Callable on Demand

Bid Security Amount

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9 Bid Security () Sufficient () Insufficient

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10 Technical Specifications

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11 Production/Delivery Schedule

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12 Manpower Requirements

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13 After-sales service/parts, if Applicable

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14 Omnibus sworn statement - Statement of the prospective bidder: (1) that it is not "blacklisted" or barred from bidding by the Government or any of its agencies, offices, corporations or

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LGUs, including non-inclusion in the Consolidated Blacklisting Report issued by the GPPB or CIAP; (2) oath that each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction of the original, complete, and that all statements and information provided therein are true and correct; (3) authorizing the BAC or its duly authorized representative/s to verify any or all of the documents submitted for eligibility check; (4) The signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding; (5) compliance with the Disclosure Provision under Section 47 of the Act in relation to other provisions of RA 3019; (6) attesting to have complied with responsibilities listed in GPRA IRR-A Section 17.7.1. ; and (7) in compliance with existing labor laws and standards, in the case of procurement of Services.

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

Remarks: () Pass () Fail

On the Bid Opening day, the BAC may find it useful to use this form to keep track of the results of the preliminary examination of bids. This form, once accomplished, may be used by the BAC Secretariat as a reference in writing up the minutes of the bid opening.

Name of the Procuring Entity
DPWH-Misamis Oriental 2nd District Engineering Office

Project Reference Number : **24KL001 (Goods)**

Standard Form Number: SF-GOOD-39
Revised on: May 24, 2004

Checklist of Financial Envelope Requirements for the BAC

| | | | |
|----------|--|-------------------|--------------------------|
| PROJECT: | 24KL001 (Goods) – 12 MONTHS LUMP SUM SECURITY SERVICE FOR DPWH MISAMIS ORIENTAL 2ND DISTRICT ENGINEERING OFFICE SECURITY PERSONNEL, MINIMUM OF SIX (6) SECURITY GUARD | DATE: | December 17, 2023 |
| BIDDER: | | Bid Amount: _____ | |

Checklist of Bid Requirements

FINANCIAL ENVELOPE:

Shall contain the following information / documents and shall be opened only if the bidder has complied with the requirements in the Technical Envelope.

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| END USER | MEMBER | MEMBER | MEMBER | VICE-CHAIRMAN | CHAIRMAN |
|----------|--------|--------|--------|---------------|----------|

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1 Cover page (No. of pages: _____)

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2 Duly Signed Bid Prices in the Bill of Quantities

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3 Recurring and maintenance costs, if applicable

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

Remarks: () Pass () Fail

On the Bid Opening day, the BAC may find it useful to use this form to keep track of the results of the preliminary examination of bids. This form, once accomplished, may be used by the BAC Secretariat as a reference in writing up the minutes of the bid opening.