

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

**Procurement of Security Services for DPWH 2nd District
Engineering Office (12 Security Guard - 1 Year) CY 2025, DPWH
Misamis Occidental 2nd DEO, Sta. Maria, Tangub City**

Contract I.D. No. 25GSKJ0001

(Department of Public Works and Highways)

Date of Opening of Bids: **February 11, 2025**

Start Date for Issuance of

Bidding Documents: January 22, 2025

Fourth Edition

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines (GOP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or –controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government unit (LGUs). The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, the estimated quantity in the case of procurement goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDS groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in

Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; Section VII. Technical Specifications, and Section IX. Foreign-Assisted Projects. The forms to be used are provided in Section VIII. Bidding Forms.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall *not* be included in the final documents, except for the notes introducing Section VIII. Bidding Forms where the information is useful for the Bidder. The following general directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) Specific details, such as the name of the Procuring Entity and address for bid submission, should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.
- (c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VIII. Bidding Forms since these provide important guidance to Bidders.
- (d) The cover should be modified as required to identify the Bidding Documents as to names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (e) If modifications must be made to bidding procedures, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section I. Instructions to Bidders and Section III. General Conditions of Contract, respectively.



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
MISAMIS OCCIDENTAL
2nd DISTRICT ENGINEERING OFFICE
Regional Office X
Tangub City

Invitation to Bid for The Procurement of Security Services for DPWH 2nd District Engineering Office (12 Security Guard - 1 Year) CY 2025
Contract ID No. 25GSKJ0001

1. The Department of Public Works and Highways-Misamis Occidental 2nd DEO, Sta. Maria, Tangub City through the **EAO 2024 Extended** intends to apply the sum of **Three Million Three Hundred Fifty-Eight Thousand Nine Hundred Ninety-Four Pesos & 40/100 (Php 3,358,994.40)** being the **Approved Budget for the Contract (ABC)** to payments under the contract for **Purchase Request No. 2025-01-0001** dated January 17, 2025. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Public Works and Highways-Misamis Occidental 2nd DEO, Sta. Maria, Tangub City now invites bids for the **25GSKJ0001: Procurement of Security Services for DPWH 2nd District Engineering Office (12 Security Guard - 1 Year) CY 2025, DPWH Misamis Occidental 2nd DEO, Sta. Maria, Tangub City**. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass-fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act."

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.

4. Interested bidders may obtain further information from the *Department of Public Works and Highways- Misamis Occidental 2nd DEO, Sta. Maria, Tangub City* and inspect the Bidding Documents at the address given below during weekdays *from 8:00AM-5:00PM*.

A complete set of Bidding Documents may be purchased by interested Bidders on **January 22, 2025** until before noon of **February 11, 2025** from the address below and upon payment of a nonrefundable fee for the Bidding Documents in the amount of **Five Thousand Pesos (P5,000.00)**.

It may also be downloaded free of charge from the websites of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

5. The *Department of Public Works and Highways- Misamis Occidental 2nd DEO* will hold a **Pre-Bid Conference** on **January 30, 2025**, 10:00 a.m. at DPWH Building, Sta. Maria, Tangub City, which shall be open only to all interested parties who have purchased the Bidding Documents.
6. Bids must be delivered to the address below on or before noon of **February 11, 2025**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated **ITB** Clause.
7. Bid opening shall be on **February 11, 2025**, 1:00pm at DPWH Conference Room, 2nd Floor DPWH Building, Sta. Maria, Tangub City. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
8. The *Department of Public Works and Highways- Misamis Occidental 2nd DEO* reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

LIZA A. SOLIJON

Head, BAC-Secretariat
DPWH – Mis. Occ. 2nd DEO, Tangub City
Tel. no.: n/a
Email address: solijon.liza@dpwh.gov.ph

MANUEL P. MEDINA

BAC – Chairperson
DPWH – Mis. Occ. 2nd DEO, Tangub City
Tel no.: n/a
Email address: medina.manuel@dpwh.gov.ph

ITB Date of Issue: January 21, 2025

Approved by:

(SGD.) MANUEL P. MEDINA

BAC- Chairperson

Date of Publication: January 22 - 29, 2025
R10 16 BAC/asa/las/mpm

TABLE OF CONTENTS

SECTION I. INVITATION TO BID	5
SECTION II. INSTRUCTIONS TO BIDDERS	8
SECTION III. BID DATA SHEET	36
SECTION IV. GENERAL CONDITIONS OF CONTRACT	42
SECTION V. SPECIAL CONDITIONS OF CONTRACT	58
SECTION VI. SCHEDULE OF REQUIREMENTS	61
SECTION VII. TECHNICAL SPECIFICATIONS	63
SECTION VIII. BIDDING FORMS	81
SECTION IX. FOREIGN-ASSISTED PROJECTS	98

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 bid submission, opening, evaluation, and award of contract.

Section II contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II which are specific to each procurement.

Matters governing performance of the Bidder, payments, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Section IV. General Conditions of Contract, and/or Section V. Special Conditions of Contract. 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.

A. General

1. Scope of Bid

- 1.1 The procuring entity named in the **BDS** (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for **Security Services** as described in Section VII. Technical Specifications (hereinafter referred to as the “Services”).
- 1.2 The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

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.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1 Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - (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 government, 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 RA 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.

- (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;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under 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 bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

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) below and general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:
 - (a) A Bidder has controlling shareholders in common with another Bidder;

- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) 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 second, 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;
- (e) 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; or
- (f) 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.

4.2 In accordance with Section 47 of IRR of RA 9184, all Bidding Documents shall be accompanied by 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:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall be 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 provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (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 interest of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives 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; and
 - (e) Unless otherwise provided in the **BDS**, 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 Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).
- 5.2 Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is need to prevent situations that defeat competition or restrain trade.
- 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 relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(iii).
- 5.5 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 Section VIII. Bidding Forms as required in **ITB** Clause 12.1 (b)(iii).

6.2 The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletins(s) as provided under **ITB** Clause 10.3.
- (e) 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;
- (f) 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;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) 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;

- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

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

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 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. 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.
- 6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.8. The Bidder should note that the Procuring Entity will 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**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. **Subcontracts**

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the **Goods** 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 comply with the eligibility criteria and the documentary requirements 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 **Goods** shall be disallowed.

- 8.3 The bidder may identify the subcontractor to whom a portion of the Goods 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. (a) 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.
- (b) *The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.*
- 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 on any part of the Bidding Documents for an interpretation. Such 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 Bulletins must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bid

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:

(a) Eligibility Documents –

Class “A” Documents:

- (i) 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**;
- (ii) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - (iii.1) name of the contract;
 - (iii.2) date of the contract;
 - (iii.3) kinds of Goods;
 - (iii.4) amount of contract and value of outstanding contracts;
 - (iii.5) date of delivery; and

- (iii.6) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (iv) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (v) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and

Class "B" Document:

- (vi) If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
- (b) Technical Documents –
 - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) 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
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (ii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms including **an undertaking from bidders to pay security guards and other private security personnel the prescribed benefits under Section 7.2 of DOLE D.O No. 150-16, series of 2016**

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise indicated in the BDS, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;

- (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the BDS; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2 (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators or estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

14. Alternative Bids

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 which may include 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.

15. Bid Prices

- 15.1 The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

- 15.2 The Bidder shall fill in rates and prices for all items of the **Goods** described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill 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 The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For **Goods** offered from within the Procuring Entity’s country:
 - (i) The price of the **Goods** quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
 - (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
 - (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.
 - (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
 - (iii) The price of other (incidental) services, if any, listed in the **BDS**.
 - (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
- 15.5 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1 Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchanged rate as published in the BSP reference rate bulletin 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 foregoing exchange rates.
- 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 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 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.	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 LGUs, 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 financial statement.

- 18.2 The bid security should be valid for the period of 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 and 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 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5 The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17.
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;

- (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 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 and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. 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 initiated, 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 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:
- (a) contain 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 Procuring Entity’s BAC 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 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 "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 Unless otherwise specified in the **BDS**, 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 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 12.1(a), items(i) to (v).
- 24.5 In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class “A” Documents described in **ITB** Clause 12.1(a) 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 requirements in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(v) 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 or motion for reconsideration with the BAC: Provided, however, that the motion 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 motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 24.8 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

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 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. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preferences shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
 - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
 - (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
 - (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen

of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification for the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1 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.
- 28.2 The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (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.
- 28.3 The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed", using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
- (a) 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
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4 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, unless otherwise indicated in the **BDS**.

- 28.5 The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 28.6 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.

29. Post-Qualification

- 29.1 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.
- 29.2 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:
- (a) Tax clearance per Executive Order 398, Series of 2005;
 - (b) Latest income and business tax returns in the form specified in the **BDS**;
 - (c) Certificate of PhilGEPS Registration; and
 - (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid 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.

- 29.3 The determination shall be based upon an excitement 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.
- 29.4 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.
- 29.5 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 Responsive Bid is determined for contract award.

- 29.6 Within a period of not exceeding seven (7) calendar days for the dated 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 GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

30. Reservation Clause

- 30.1 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.
- 30.2 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:
- (a) If there is *prima facie* evidence of collusion between appropriate public offers 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;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) 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;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
 - (iii) If the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

- 30.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification;
- or
- (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

31. Contract Award

- 31.1 Subject to ITB Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2 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 Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required.
- 31.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1 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.
- 32.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.

- 32.3 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.
- 32.4 The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - (d) Performance security;
 - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
 - (f) Notice of Award of Contract; and
 - (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1 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.
- 33.2 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.	Five Percent (5%)
(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

- 33.3 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 LCRB 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.

34. Notice to Proceed

- 34.1 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.
- 34.2 The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is Department of Public Works and Highways, Misamis Occidental 2 nd District Engineering Office thru the Bidding and Awards Committee (BAC).
1.2	The lot(s) and reference is/are: <i>P.R No. <u>2025-01-0001</u> dated January 17, 2025</i>
2	The Funding Source is: The Government of the Philippines (GOP); EAO 2024 Extended in the total amount of ₱ 3,358,994.40 The name of the Project is: Procurement of Security Services for DPWH 2nd District Engineering Office (12 Security Guard - 1 Year) CY 2025, DPWH Misamis Occidental 2nd DEO, Sta. Maria, Tangub City
3.1	No further instructions.
5.1	No further instructions.
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	The Bidder must have an experience of having completed, within the period specified 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 fifty percent (50%) of the ABC. All completed similar contract shall be supported by contract/Purchase Order, Delivery Receipt (if applicable) and Certificate of Acceptance. Similar Contract means – similar to the items for bidding.
7	No further instructions.
8.1	“Subcontracting is not allowed”.
8.2	“Not applicable”.
9.1	The place of pre-bid conference is: Conference Room DPWH Misamis Occidental 2nd District Engineering Office Sta. Maria, Tangub City Misamis Occidental The date and time of pre-bid conference is January 30, 2025 at 10:00 a.m.

10.1	<p>The Procuring Entity's address is:</p> <p>Department of Public Works and Highways Misamis Occidental 2nd District Engineering Office Sta. Maria, Tangub City, Misamis Occidental ENGR. MANUEL P. MEDINA BAC, Chairperson</p>
12.1	<ol style="list-style-type: none"> 1. Permit/License to Operate a Private Security Agency from PNP; 2. DOLE Registration as contractor providing services or skilled workers to principal under service agreement; 3. Certificate as PADPAO member or other associations recognized by the PNP-CSG-SOSIA, and license to operate issued by the latter; 4. Certificate of pending or no pending labor standards violation case/s issued by the NLRC and DOLE; 5. Proof of ownership of Agency's owned security equipment and service vehicles; 6. Security Plan with a certificate of site inspection;
12.1(a)	<p><u>LEGAL DOCUMENTS:</u></p> <ul style="list-style-type: none"> ✚ 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 ✚ Valid and current Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located ✚ PhilGEPS Registration Certificate ✚ Tax Clearance per Executive Order No. 398 series of 2005, as finally Reviewed and approved by the BIR ✚ BIR Registration Certification, which contains the Taxpayer's Identification Number ✚ DOLE Certificate of Registration per D.O No. 18-A Series of 2011 ✚ DOLE Certificate of Registration in compliance with Rule 1020 of the Occupational Safety & Health Standards <p><u>TECHNICAL DOCUMENTS:</u></p> <ul style="list-style-type: none"> ✚ Statement of ongoing and similar completed government and private Contracts within the period specified in the ITB, including contracts awarded but not yet started, if any, the statement shall include, for each contract, the following (Form Nos. 1 & 2): <ol style="list-style-type: none"> a. The name of the Contract b. Date and status of the Contract c. Kinds of goods sold d. Amount of Contract and value of outstanding Contracts e. Date of Delivery f. End-User's acceptance, if completed

	<ul style="list-style-type: none"> ✚ Duly signed List of at least five (5) Accredited and Trained Security Officers/Supervisors with Supporting Credentials ✚ Valid and current License to Operate as Security Agency issued by the Philippine National Police-Security Agencies and Group Supervision Division (PNP-SAGSD) ✚ Certificate as member of PADPAO or other associations recognized by the PNP-CSG-SOSIA and license to operate issued by the latter ✚ Disposition of guards and firearms of the latest date of disposition acquired duly received by PNP-SAGSD ✚ <p><u>FINANCIAL DOCUMENTS:</u></p> <ul style="list-style-type: none"> ✚ 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 Net Financial Contracting Capacity (NFCC)
12.1(b)	<p>The Technical Proposal:</p> <ul style="list-style-type: none"> ✚ Duly signed Production/Delivery Schedule ✚ Duly signed Security Plan-(Three (3) shifting within 24 hours) ✚ Duly signed List of Manpower (All Security Personnel) ✚ Duly signed Requirement and Selection Criteria ✚ Duly signed Completeness of Uniforms and other Paraphernalia ✚ Duly signed List of owned security equipment (Firearms with License and communication equipment (handheld radios) with NTC permit) with complete technical specifications. ✚ Duly signed List of owned motor vehicles with proof of ownership or lease agreement. ✚ Omnibus Sworn affidavit ✚ Certificate of Site Inspection issued by the Procuring Entity
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 <i>the last five (5) years</i> prior to the deadline for the submission and receipt of bids.
13.1	"No additional requirements."
13.1(b)	No further instructions.
13.2	The ABC is Php 3,358,994.40 . Any bid with a financial component exceeding this amount shall not be accepted.

15.4(a)(iii)	“No incidental services are required.”
15.4(b)	“Not applicable.” “No incidental services are required.”
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	“Not applicable.”
17.1	Bids will be valid until <i>120 days upon opening of bids.</i>
18.1	The bid security shall be in the following amount: 1. The amount of Php65,673.59[2% of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of Php164,183.98[5% of ABC] if bid security is in Surety Bond; or 3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security; 4. Bid Securing Declaration.
18.2	The bid security shall be valid until <i>120 days upon opening of bids.</i>
20.3	Each Bidder shall submit <i>one (1)</i> original copy of the first and second components of its bid. Bidder need not submit additional copies.
21	The address for submission of bids is The Chairman Bids and Awards Committee DPWH Misamis Occidental 2 nd District Engineering Office Sta. Maria, Tangub City Misamis Occidental The deadline for submission of bids is February 11, 2024, until 1:00 pm.
24.1	The place of bid opening is: Conference Room DPWH Misamis Occidental 2nd District Engineering Office Sta. Maria, Tangub City Misamis Occidental The date and time of bid opening is February 10, 2024 at 1:00 p.m.

24.2	No further instructions.
27.1	No further instructions.
28.3	<p><i>All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i></p> <p>The goods are grouped in a single lot and the lot shall be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
28.3(b)	Bid modification is not allowed.
28.4	No further instructions.
29.2(a)	No further instructions.
29.2(b)	<p><i>Only tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</i></p> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>
29.2(d)	“Not applicable”.
32.4(g)	“Not applicable”.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

ANNEX C

SECURITY PLAN OF THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

I. MISSION

To conduct comprehensive security operations for the protection of DPWH officials, personnel, visitors and properties against assault, arson, mischief, pilferage, robbery, sabotage, terrorism and theft, including safety measures and response to prevent and minimize loss or damage from calamities and civil disturbance.

II. OBJECTIVE

- a. To undertake security measures for total protection of DPWH officials, personnel and properties against theft, sabotage, arson, pilferage, robbery and other unlawful acts.
- b. To undertake other security operations such as traffic/crowd control and respond to emergencies (man-made or natural)
- c. To undertake preventive measures that will deter unauthorized individuals from entering the DPWH compound.
- d. To enforce existing DPWH security rules and regulations on personnel.
- e. To perform other operations as deemed necessary by DPWH management.

III. CONCEPT OF IMPLEMENTATION

a. PRE-DEPLOYMENT PHASE

In coordination with DPWH management and the outgoing security contractor, the incoming security contractor shall organize an advance team who will conduct a pre-deployment orientation onsite. At the expense of the winning bidder, the said advance team will render duties side by side with the personnel of the outgoing security provider two (2) days before the formal assumption.

b. SERVICE TAKE OVER/DEPLOYMENT PHASE

1. A minimum of eight (8) hours before expiration of the security contract of the outgoing security contractor, the incoming security force listed in the manning detail order must attend a briefing to be conducted by the DPWH Security Coordinator. Thereafter, they shall be posted alongside with the outgoing security guards to get acquainted with the new assignments.
2. With the consent of the officers of both parties, staffs of the outgoing security provider shall pass through the security searching and frisking procedures upon their departure from the premises of DPWH. All office equipment, furniture, painting, vehicles and other items with significant value that is to be brought outside the DPWH compound shall be accompanied by Gate Pass issued by authorized DPWH property officer of the Property, Procurement and Supply Management Services Division, General Services Office, Administration Sector.

3. Authorized representative of the outgoing security contractor shall be required to make proper endorsement of accountability to the authorized representative of the incoming security contractor in the presence of the authorized DPWH representative prior to their departure.
4. A list of incoming security personnel who will take over duties at the DPWH together with their individual bio-data and licenses and mandatory clearances (as stipulated in the Bid Documents) shall be submitted three (3) days in advance to the DPWH Security Coordinator for his scrutiny and approval.
5. During the actual takeover of duties at the DPWH, the security guards shall be accompanied and closely supervised by a Senior Official of the incoming security contractor (agency).
6. All incoming security personnel who will assume to take over duties shall report in proper uniform with head gears and paraphernalia, prescribed equipment (as prescribed in the submitted Technical Proposal) and all necessary documents such as duty detail order, guard's license, copy of firearms license, and individual company ID.

c. LOGISTICS

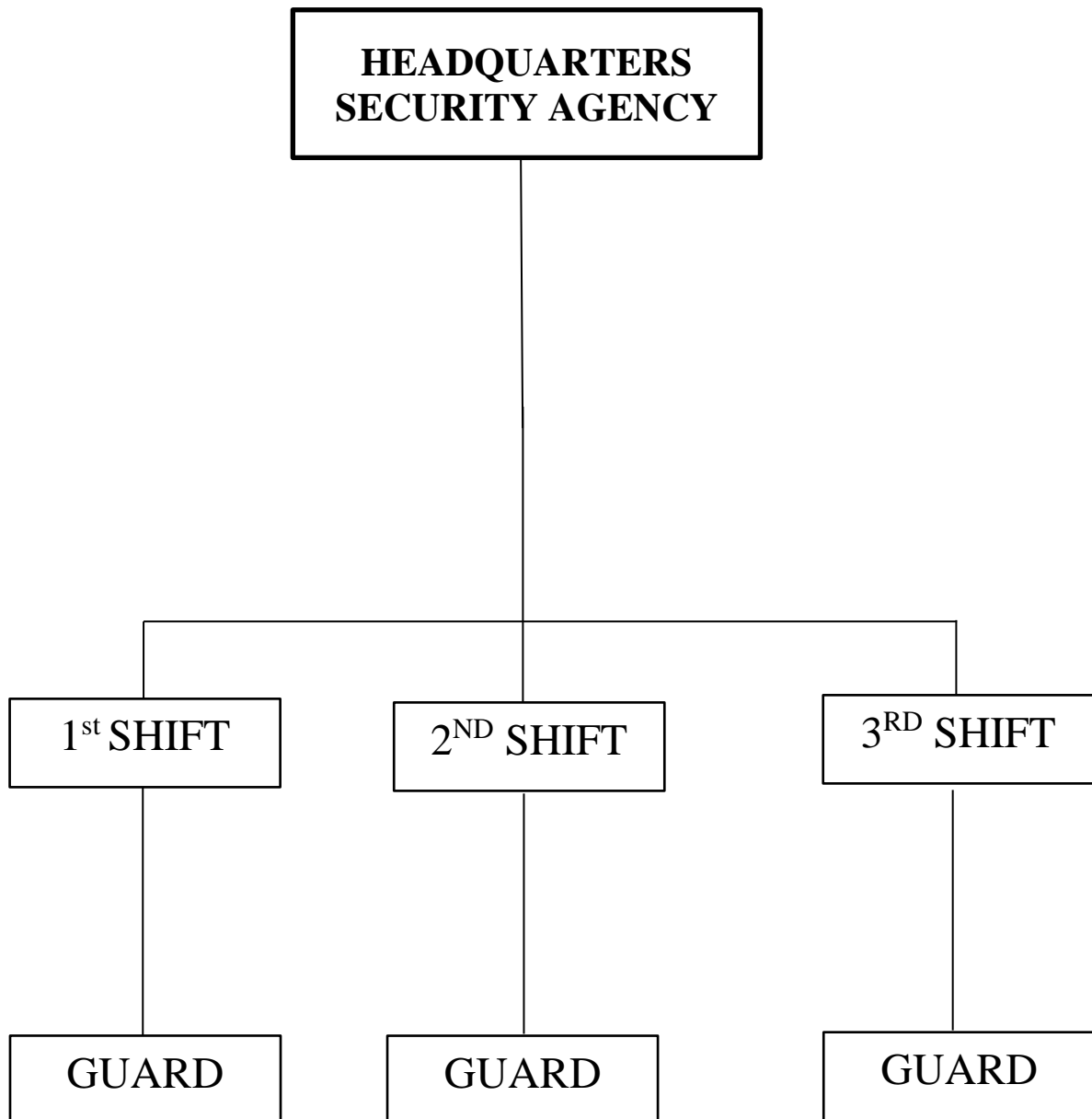
1. Security Contractor will provide the security force with the minimum equipment required under the bidding rules such as vehicles, firearms, VHF radios and other equipment deemed necessary in the effective implementation of security policies, rules and regulations of DPWH.
2. The Security Contractor will also provide the daily time record (DTR), other logistical supplies such as logbooks, uniforms and paraphernalia.

d. ADMINISTRATION

1. Organizational Structure – Annex D
2. Minimum Security Equipment Required by DPWH – Annex B
3. Security Guards Assignments / Tour of Duties – Annex E
4. Operating Policies and Procedures – Annex F
5. Regular monthly meeting with the Client or as necessary
6. Announced and unannounced visit/inspection will be conducted by DPWH.

ORGANIZATIONAL STRUCTURE OF THE SECURITY FORCE

DPWH Misamis Occidental 2nd District Engineering Office
Sta. Maria, Tangub City, Misamis Occidental



TOUR OF DUTIES

NO. OF GUARDS	SECURITY STATION	TOUR OF DUTY	NO. OF HOURS	DAYS OF DUTIES
1 st Shift				
4	MODEO II, Tangub City	7:00AM – 3:00PM	8	Monday – Sunday
2 nd Shift				
4	MODEO II, Tangub City	3:00PM – 11:00PM	8	Monday – Sunday
3 rd Shift				
4	MODEO II, Tangub City	11:00PM – 7:00AM	8	Monday – Sunday

OPERATING POLICIES AND PROCEDURES

This operating policies and procedures of the Security Guards are hereunder grouped into functions, duties and responsibilities, place of assignments, number of hours of duties, equipment requirements, and actions to be followed in times of natural and man-made disasters.

1. HEADQUARTERS, SECURITY AGENCY

- a. Act as liaison with DPWH Management.
- b. Provide guidance to the Detachment Commander
- c. Extend managerial support to the Detachment Commander.
- d. Procure supplies and equipment that are needed by the Security Force.
- e. Provide assistance to the members of the Security Force assigned at DPWH
- f. Monitor the daily operations of the Security Force at DPWH installations
- g. Provide security related services like VIP escort, background investigation, surveillance and other duties as the DPWH management may direct

2. DETACHMENT COMMANDER

- a. Has over-all responsibility of the members of the security force in the DPWH Complex.
- b. Provide leadership and direction for the Shift-In-Charge and Security Guards.
- c. Responsible to the DPWH management for the implementation of all rules and regulations relevant to security matters.
- d. Monitor the performance and efficiency of guards and recommend the relief of misfits.
- e. Serve as liaison between the DPWH and the Security Agency.
- f. Prepare and submit special reports of unusual incidents.
- g. Submit and prepare monthly guard detail order and daily security report and conditions of secured properties.
- h. Advise DPWH officials concerned regarding measures to be undertaken to improve the security of the building premises
- i. Conduct Troop Information and Education to all guards once a month or as the need arises.
- j. Perform other duties as DPWH and/or the security agency may direct.

3. SHIFT SUPERVISOR

- a. He is directly responsible to his detachment commander.
- b. He takes over the responsibility of the DPWH complex in the absence of his Detachment Commander.
- c. He conducts inspection and visits posts within the Area of Responsibility (AOR)
- d. He implements the security policies and directives of DPWH.
- e. Submit reports of any unusual incidents
- f. Perform other duties as DPWH and/or security agency may direct.

4. POST GUARDS

- a. Operate and enforce the system of personnel identification.
- b. Observe and patrol designated perimeters, areas, structures and activities of security interest.
- c. Apprehend persons attempting or gaining unauthorized access to restricted areas and those committing unlawful acts.
- d. Check depositories, rooms, or buildings of security interest any time, in addition to the normal working hours to determine that they are properly locked and are otherwise in order.

- e. Enforce the established system control over the removal property and material from the compound, as may be applicable.
- f. Respond to protective alarm signals or other indicators of suspicious activities of lawless elements.
- g. Submit reports of any unusual incidents
- h. Perform other duties as DPWH and/or the security agency may direct.

5. ENTRANCE/EXIT GATE/PARKING GUARDS

- a. Control flow or traffic and direct drivers to park vehicles properly in designated parking areas.
- b. Safeguard and protect parked vehicles from pilferage of accessories and other attachments.
- c. Not allow DPWH vehicles to leave the compound during working hours without necessary trip ticket and gate pass duly signed by the authorized signatory.
- d. Maintain a logbook on the arrival and departure of DPWH vehicles.
- e. Control the parking of vehicles of visitors to the designated parking area. Employee's vehicles shall be allowed entry and to park in the designated area for privately owned vehicles. When departing, however, their vehicles shall be subjected to inspection as DPWH vehicles.
- f. Enforce all existing DPWH security rules and regulations
- g. Conduct inspection of all offices inside the building after office hours to switch off all electrical equipment neglected by the DPWH employees.
- h. Switch-off all necessary perimeter security lights within area of his responsibility at 5 o'clock in the morning.
- i. Submit reports of any unusual incidents
- j. Perform other duties as DPWH and/or the security agency may direct.

6. ROVING GUARDS

- a. All roving guards must politely guide, check and observe situations of visitor/s within area of responsibility.
- b. Guide visitors to their office destination.
- c. Check and prevent unauthorized persons from loitering in the corridors or entering offices without official business or transactions.
- d. Check all office equipment and appliance before or after office hours. See to it these office equipment and appliance are in proper places, and then close/lock all office after determining that everything is secured.
- e. See to it that all lights are switched off and all electrically operated equipment and appliances are unplugged when occupants of an office are all gone.
- f. Impose all existing DPWH security rules and regulations.
- g. Be familiar with the location of fire alarm system and firefighting apparatus.
- h. Be alert at all times.
- i. Submit reports on any unusual incidents.
- j. Perform other duties as DPWH and/or agency may direct.

7. MAIN BUILDING GUARDS

- a. Enforce DPWH rules and regulations.
- b. Screen visitors with utmost courtesy and guide them to the office they desire to transact business. Also notify by phone the official or employee to be visited.
- c. Issue a visitors pass in exchange of a current and valid government issued identification card.
- d. Advise all visitors and employees to pin their ID while inside the building.

- e. Prohibit individuals or groups from loitering or building entrances.
- f. Prohibit vendors or solicitors from entering the office during office hours.
- g. Inspect thoroughly using metal detector all bags, packages and attaché case hand-carried by visitors.
- h. Maintain a logbook for visitors and a separate logbook for office personnel.
- i. Conduct inventory of movable equipment in the office.
- j. Be familiar with the fire alarm system as well as the location of fire-fighting apparatus.
- k. Submit reports on any unusual incidents.
- l. Perform other duties as DPWH and/or the security agency may direct.

8. COMPOUND/BUILDING SECURITY ACCESS SYSTEM

Secure all main entry/exit doors and gates during and after office hours in order to prevent entry of people carrying deadly weapons, explosive, toxic chemical, contraband items, prohibited drugs and other harmful materials to prevent pilferage and any property destruction.

- A. Check entry of packages, boxes, equipment, firearms and other deadly weapons, etc., to prevent destruction or loss of lives and properties (e.g bombs).

For hand-carried items, the guards shall:

- a. Monitor by using metal detector and frisk suspicious looking people of deadly weapons, explosives, contraband items, prohibited drugs and other harmful substances.
- b. Inspect all bags and parcels to ensure that no deadly paraphernalia brought inside the compound.
- c. Inspect the surroundings for suspicious objects which does not belong to the ground.
- d. Require individuals possessing firearms to leave/deposit the firearm to the security guard after issuing a deposit slip.
- e. Turn over to the nearest police station individuals who are possessing deadly or other harmful materials and/properties.
- f. Call the recipient of the delivery boxes to confirm whether or not he/she is expecting delivery boxes/properties.

For vehicles of visitors, clients and employees:

- a. Maintain a record of departure and arrival of vehicle within client premises. The record will indicate the plate number, time-in and out, the name of the driver and company.
- b. All vehicles entering the compound will be subject to thorough inspections. The guard will require the vehicle owners to open its compartment for inspection if there are illegal contraband items onboard, and if there is such, initiate arrest.
- c. Direct the inward and outward flow of traffic and apply existing parking regulations.
- d. Visitors who refuse to subject his vehicle for inspection shall be denied entry.
- e. The guards at the entrance gates must be equipped with the under-chassis mirror for inspection under the vehicle.

- B. Record entry of packages (except food items), boxes, equipment, firearms and deadly weapons.

The guard shall:

- a. Maintain a record of visitor's logbook within its post. The logbook will indicate the name of the visitors, company/residence address, purpose of visit, signature and time in/out.
- b. Verify with the recipient of delivered boxes if he is expecting any delivery.

C. Safekeeping of the deadly weapons

- a. Individuals found in possession of deadly weapons will be subject for investigation. If he is authorized by law, the owner will deposit the firearms/weapons to the guard and the duty guard will issue a deposit slip indicating the name of the owner, model/type/caliber of firearm, date & time in/out. When the owner needs to leave the compound, he/she must surrender the deposit slip to the guard to retrieve his weapons/firearms.
- b. Individuals in possession of deadly weapons who are found unauthorized by law will be apprehended and turned over to the nearest police station.

D. Check exit of package, boxes, equipment, firearms, and deadly weapons. Hand-carried DPWH property brought out of the compound shall be accompanied with property pass slip signed by the authorized DPWH property officer.

- a. Guards shall deny the pull-out of the DPWH property that is not covered by pass slip.
- b. Guards must inspect and ensure that the property being brought out are indicated in the property slip or gate pass. They will record the name/kind of the equipment including the serial number, person responsible, time and date. Seale boxes brought outside the complex will be required for inspection.

Inside vehicle

- a. The gate guard will require the owner of every vehicle intending to leave the area to open its trunk compartment. If DPWH property is found on board, pass slip or gate pass shall be required.

9. MAINTAIN IN A LIST OF DPWH OFFICIALS WHO ARE UNAUTHORIZED TO ISSUE ACCESS PASSES/AUTHORITY

- a. Every guard post will be provided with a list of DPWH officials who are authorized to sign the property pass. The list shall contain the signature of the authorized representative for comparison with the submitted gate pass of the concerned party.
- b. If the gate pass is found suspicious, the guard shall verify with the signatory if he issued such gate pass to the specified person.

10. CHECK ENTRY OF INDIVIDUALS FOR PROPER IDENTIFICATION

- a. DPWH employees who are issued DPWH ID cards upon employment shall wear them at all times.
- b. Employees who do not have their ID cards must be advised to secure DPWH ID at the Administrative Division.
- c. Strict implementation of "NO ID. NO ENTRY" system on all gates and entrances of DPWH for security purpose shall be imposed.

- d. Visitors are required to present/show valid identification, such as school or office ID, voters ID, etc. before signing in on the logbook. Then they are required to leave their personal ID in exchange of a Visitor's pass which they will wear while inside the compound.
- e. Direct/guide lost visitor and other non-organic personnel who transacted business within the compound.
- f. All guards at the entrance and exit areas shall maintain a logbook or log sheets for visitors. Logbooks must be kept in the security office, and shall be made available when asked for verification purposes.

11. CHECK ENTRY OF VISITORS WITH VEHICLES

- a. A control on the number of vehicles entering will be implemented to avoid congestion. The guard shall require the owner or driver of the vehicle to leave his license to the guard at the entrance gate. The guard will record the owner's name including the name, type of vehicle, time in and out. Upon leaving the compound the driver's license shall be returned.
- b. A record of arrival and departure of vehicle will be kept in the possession of the security detachment commander and be made available for verification when the need arises.
- c. The guard on duty must properly control and direct the entrance of any vehicle parked within the prescribed parking area operated by the management into designated areas, such as restricted or administrative parking area. Loading and unloading operations shall be supervised by guards to assure that unauthorized material or person enter/leave the building premises.
- d. The guard shall direct the inward and outward flow of traffic and employ existing parking regulations. He must also direct traffic at the parking area to avoid congestion.

12. CHECK ENTRY OF VENDORS FOR PROPER ID, DECORUM AND AUTHORIZATION

- a. Vendors shall be allowed to enter only during noon break (12nn-1pm) so as not to disturb employees at work.
- b. The guard shall record the time in and out of the vendor.
- c. Guards shall inspect the vendors' personal belongings of contraband items, weapons and other materials that are dangerous to individuals.

13. CHECK ENTRY OF SERVICE PERSONNEL OR CONTRACTORS FOR PROPER ID, DECORUM AND AUTHORIZATION

- a. Monitor the entry of contractor's personnel working inside the DPWH compound.
- b. Require the contractor's personnel to present his authority i.e. request for repair in order for the guards to verify the veracity of the request by conforming with the issuing official.
- c. When contractual repairs are being undertaken, employees of the contractor must be accompanied at all times by the client representative while performing the repairs.
- d. Personal belongings of these contractor employees shall be inspected when entering and departing the area.

14. RECORD THE ENTRY OF VISITORS, VENDORS, SERVICEMENT, ETC.

- a. Upon entry at the compound, the guard shall require them to sign/log in the visitor's log sheet indicating the name, address, purpose, time in and out, and signature.
- b. The guard will issue a gate Pass/ID Tag for visitors for proper identification.

- c. Guide visitors to his/her destination.

15. MONITOR RETURN OF PASSES ISSUED AND CHECK THE WHEREABOUTS OF PERSONS TO WHOM PASSES WERE ISSUED

The visitor's tag and the pass slip and/or written authority are to be returned to the issuing guard at the time the visitors leave the DPWH compound.

16. REGULARLY CHECK PERSONS INSIDE THE COMPOUND FOR PROPER ID AND DECORUM

Direct/Guide lost visitors and other non-organic personnel who transacted business with DPWH.

17. EMERGENCY PLAN

Security personnel are enjoined to act during disaster whether man-made or natural calamity. Below are the procedures to be followed:

a. Fire

1. If the fire cannot be stopped, the guard shall immediately push the alarm button. Any guard who hears this alarm shall immediately initiate the following:
 - a. Call the nearest fire department.
 - b. Secure all entrance and exit doors and allow no one to enter the building except those authorized.
 - c. All emergency exits shall be opened.
 - d. Identify and prepare safe place for evacuation and for temporary use by the victims.
 - e. Observe any suspicious looking individual who could be a possible arson suspect.
 - f. Record the event of fire from time to time, e.g. color of smoke, speed of fire, location and the origin of fire. This will help fire investigators in locating possible evidences.
2. After the fire is contained and the building is declared safe by fire experts, guards will allow no one to enter the gutted building except those authorized.

b. Bomb Threat

1. Coordinate with the local law enforcement authorities, call the bomb disposal units and inform the fire department.
2. Tighten security measures by implementing luggage control and body frisking.
3. Cordon the area that is being identified by the caller and as much as possible know the location of the bomb.
4. Execute and immediate search of the area if there is still enough time.
5. If the bomb is found, do not touch it. Cordon the area, there may be tiny wires that may trigger the bomb to explode.
6. Evacuate people in the nearby places that may be reached by the explosion.
7. If the bomb squad expert already defused the bomb, execute a search for the second time to clear the area before allowing anybody to enter the place.

c. Reported loss and incident of theft/robbery case

1. Upon receiving a complaint for loss of properties, the detachment commander shall immediately proceed to the scene of the crime for possible preservation and recovery of traces of evidences.
2. If possible, take a photograph of the scene, but do not touch anything.
3. List down personnel present during the discovery of the loss.
4. Conduct initial inquiry to the informant and other personnel that may have knowledge about the case.
5. Summon assistance from agency investigators if the need arises.
6. Blotter the incident with the nearest police station that has jurisdiction of the place.
7. Prepare Incident Report and submit the same to the Security Officer for proper coordination. Conduct investigation of the case and submit progress reports.

d. Traffic plan for normal and emergency situation

1. For normal situation, the rules and regulations on pedestrian and vehicle traffic shall be strictly implemented such as car pass sticker, speed limit, designated parking and no parking areas, overnight parking, enforcement of safety helmet to motorcycle riders and driving practice inside the compound. To prevent parking spaces to deplete, owners of vehicles who intend to park their vehicles overnight spaces to deplete, owners of vehicles who intend to park their vehicles overnight must secure approval from the Director, GSO.
2. For emergency situations like a demonstration or rally being held within the premises or compound of DPWH, security personnel shall initiate action that will request for additional security personnel, the Security Agency will immediately dispatch the number of security guards requested to control the crowd especially those who shall force to enter in order to sow chaos and disorderly conduct.
3. During emergency situations, all stay-in off-duty security guards shall be utilized to help stop the on-going disturbance.
4. In time of emergency, all security personnel and augmentation force shall be under the supervision of the Director, GSO, Administration Sector. All actions of the guards must be cleared by the Detachment Commander from the Director, GSO, Administration Sector or from his duly authorized representative.

e. Hostage Situation

Hostage Situation is a complicated case, so we normally course the handling of the case to an expert of the PNP or other law enforcement agency with expertise in this kind of situation. However, the guard in the area of responsibility facing this kind of situation can help doing the following:

1. Guards shall immediately notify DPWH management thru the GSO and at the same time the nearest PNP unit of the hostage situation for immediate help.
2. Guards must keep the line of communication open for the hostage taker and if necessary, the hostage victim in order to determine the motive and purpose of the hostage taker.

3. Guards must avoid being reckless and avoid any confrontational approach with the suspect.
4. Guards on duty shall not allow other people to intervene, it might worsen the situation. Wait for the arrival of the PNP personnel and other government authorities who are experts in crisis management for hostage taking.
5. Guards must coordinate with the PNP personnel and Crisis Management Team for any information that he gathered.

f. Earthquakes

1. During earthquakes one must remain calm and avoid panic.
2. When one is inside the building, he or she shall avoid using the elevator because chances are there might be power failures and he might be trapped inside.
3. Stay away from electrical cable and wires because this might erupt and can cause electrical shock.
4. If necessary, stay under the table or anything that shall give your head ample protection from falling debris.
5. Guard on post must immediately assist to the best of his ability to protect and evacuate to a safer area the concerned VIPs and employees of DPWH.
6. Send immediately those employees hurt in the course of the quake to the nearest hospital.
7. Search for other persons left in the building after evacuation and report all damages in properties and injured person to the GSO as well as to the security agency.

(Name of Bidder/Company)

(Signature over Printed Name of Representative)

(Designation)

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV should be incorporated herein.

Special Conditions of Contract

GCC Clause	
Error! Reference source not found.	The Procuring Entity is DPWH Misamis Occidental 2 nd District Engineering Office thru the Bids and Awards Committee
Error! Reference source not found.	The Supplier is <i>[to be inserted at the time of contract award]</i> .
Error! Reference source not found.	The Funding Source is <i>EAO 2024 Extended in the amount of Php 3,358,994.40</i>
Error! Reference source not found.	The Project Site is DPWH Misamis Occidental 2 nd District Engineering Office Attention: ENGR. MANUEL P. MEDINA BAC, Chairperson “The Project sites are defined in Error! Reference source not found.”
Error! Reference source not found.	The Procuring Entity’s address for Notices is: DPWH Misamis Occidental 2 nd District Engineering Office Attention: ENGR. MANUEL P. MEDINA BAC, Chairperson The Supplier’s address for Notices is: _____
Error! Reference source not found.	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.
10.4	“Not applicable.”
Error! Reference source not found.	“No further instructions”.
Error! Reference source not found.	Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.

Error! Reference source not found.	The period for correction of defects in the warranty period is thirty (30) days after acceptance by the Procuring Entity of the delivered goods.
Error! Reference source not found.	The period for correction of defects in the warranty period is thirty (30) days after acceptance by the Procuring Entity of the delivered goods.
Error! Reference source not found.	“No additional provision.: <i>or, if the Supplier is a joint venture,</i> “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”

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.

LOCATION	POSITION	REQUIRED NUMBER
DPWH Mis. Occ. 2nd DEO, Sta. Maria, Tangub City, Misamis Occidental	Security Guard	12

**LIST AND DISTRIBUTION OF SECURITY
EQUIPMENT
(Minimum Requirements)**

LOCATION	FIREARMS	HAND HELD RADIOS	METAL DETECTORS	SERVICE VEHICLES
Main Lobby MODEO II	1 Cal. 9mm Pistol w/ Ammunitions	1	1	
Entrance Gate	1 Cal. 9mm Pistol w/ Ammunitions	1	1	
Exit Gate	1 Cal. 9mm Pistol w/ Ammunitions	1		
Quality Assurance Section	1 Cal. 9mm Pistol w/ Ammunitions	1	1	

(Name of Bidder/Company)

(Signature over Printed Name of Representative)

(Designation)

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts) must be prepared to permit the wildest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness and economy in procurement to be realized, responsiveness of bids be ensured, and the subsequent task of evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “or at least equivalent.”

References to brand names cannot be used when the Funding Source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Biddings Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Item No.	Specifications	*Statement of Compliance
1	Minimum Qualifications of Security Guards – Annex A	
2	Minimum Security Equipment Required by DPWH – Annex B	
3	Security Plan of DPWH – Annex C	
4	Organizational Structure of the Security Force – Annex D	
5	Security Guards Assignments/Tour of Duties – Annex E	
6	Operating Policies and Procedures – Annex F	

Annex A

Minimum Qualifications of Security Guards

The Security Guards shall have the following minimum qualifications:

- a. Must be between 21-50 years' old
- b. Must be at least high school graduate
- c. Has undergone Pre-Licensing Training Programs for new recruits or Refresher Training Programs for security guards with more than one-year experience.
- d. Physically fit and mentally fit
- e. Of good moral character and reputation supported with NBI Clearance
- f. Knows how to deal pleasantly and courteously with personnel, clients and the general public, supported with a Certification from the Security Agency

Provided that items (b), (c), and (d) shall be supported with a regular license (Private Security License Card).

Provided further that both regular license (Private Security License Card) and NBI Clearance shall be valid as of the date of opening of bid and subject to renewal, if the same should expire during the contract implementation.

Section VIII. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with ITB Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to ITB Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modification to the accepted Bid resulting from price corrections. The Price Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to GCC Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with ITB Clause 4.2 failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

BID FORM A (TECHNICAL PROPOSAL)

Summary of Requirements	Quantity	Bidder's Offer
1. Service Firearm with Ammunitions		
2. Shotgun with Ammunitions		
3. Handheld Radio, must have at least 5 km. radius coverage		
4. Metal Detector		
5. Under chassis Mirror		
6. Service Vehicle, four-wheel, at least (5) passenger capacity		
7. Handcuffs		
8. Rain Boots		
9. Rain Coats		
10. Umbrellas		
11. Safety Deposit Box		
12. Security Uniform as per PNP-SAGSD requirement composed of the following:		
12.1 Pershing Cap		
12.2 Bull Cap		
12.3 Neck Tie with Pin		
12.4 Name Cloth		
12.5 Company Cloth		
12.6 Belt		
12.7 Flashlight		
12.8 Medicine Bag		
12.9 Holster		
12.10 Night Stick		
12.11 Whistle with Chain		
12.12 Black Shoe with Lace		
12.13 Black Sock		
12.14 White and Blue Shirt		
Note: Other Requirements for submission		
1. Permit/License to Operate a Private Security Agency from PNP;		
2. DOLE Registration as contractor providing services or skilled workers to principal under service agreement;		
3. Certificate as PADPAO member or other associations recognized by the PNP-CSG-SOSIA, and license to operate issued by the latter;		
4. Certificate of pending or no pending labor standards violation case/s issued by the NLRC and DOLE;		
5. Proof of ownership of Agency's owned security equipment and service vehicles;		
6. Security Plan with a certificate of site inspection;		
7. Certification of at least satisfactory performance from current clients. (Required)		
8. Certification of at least satisfactory performance from previous clients. (Optional, to be used in the evaluation in case tied bids.		

Name/Signature of Bidders/Authorized Signatory

Address and Telephone Number

**DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
BID FORM B (FINANCIAL PROPOSAL)**

	UNIT COST		TOTAL COST	
	IN WORDS	IN FIGURE	IN WORDS	IN FIGURE
Procurement of Security Services for DPWH 2nd District Engineering Office (12 Security Guard - 1 Year) CY 2025, DPWH Misamis Occidental 2nd DEO, Sta. Maria, Tangub City				
_____	_____			
NAME OF BIDDER	NAME & SIGNATURE OF AUTHORIZED REPRESENTATIVE			
_____	_____			
ADDRESS OF BIDDER	DESIGNATION			

Procurement of Security Services for DPWH 2nd District Engineering Office (12 Security Guard - 1 Year) CY 2025, DPWH Misamis Occidental 2nd DEO, Sta. Maria, Tangub City

(Annex to Bid Form B – Financial Proposal together with the latest applicable PADPAO STANDARD COST DISTRIBUTION PER MONTH)

COST DISTRIBUTION PER MONTH			
	AMOUNT		
A. Amount to Directly to Guard	Location (e.g. City or Town)	Location (e.g. City or Town)	Location (e.g. City or Town)
<i>Daily Wage (DW)</i>			
<i>Average Pay/Month</i>			
<i>Night Differential</i>			
<i>13th Month Pay</i>			
<i>5 days Incentive Pay</i>			
<i>Uniform Allowance</i>			
<i>COLA</i>			
B. Amount to Gov't. in Favor of Guard			
<i>Retirement Benefit</i>			
<i>SSS Premium</i>			
<i>Philhealth Contribution</i>			
<i>State Insurance Fund</i>			
<i>Pag-ibig Fund</i>			
C. Agency Fee			
<i>Administrative Overhead and Margin</i>			
D. Value-Added Tax (Agency Fee x 12%)			
E. Contract Rate (A+B+C+D)			
Certified Correct By: <hr/> (Signature Over Printed Name) (Position) (Name of Private Security Agency)			

Minimum Security Equipment Required by DPWH

Summary of Requirements	Quantity	Bidder's Office
1. Service Firearm with Ammunitions (Cal. 9mm)	4 units	
2. Shotgun with Ammunitions		
3. Handheld Radio, must have at least 5 km. radius coverage	4 units	
4. Metal Detector	3 units	
5. Under Chassis Mirror		
6. Service Vehicle, four-wheel, at least five (5) passengers capacity		
7. Handcuffs	4 pcs	
8. Rain Boots		
9. Rain Coats	4 pcs	
10. Umbrellas	4 pcs	
11. Safety Deposit Box	4 pcs	
12. Security Uniform as per PNP-SAGSD requirement composed of the following:		
12.1 Pershing Cap		
12.2 Bull Cap		
12.3 Neck Tie with Pin		
12.4 Name Cloth	4 pcs	
12.5 Company Cloth	4 pcs	
12.6 Belt	4 pcs	
12.7 Flashlight	4 pcs	
12.8 Medicine Bag	4 pcs	
12.9 Holster	4 pcs	
12.10 Night Stick	4 pcs	
12.11 Whistle with Chain	4 sets	
12.12 Black Shoe with Lace	4 sets	
12.13 Black Sock	4 sets	
12.14 White and Blue Shirt	4 sets	
Note: Other Requirements for submission		
1. Permit/License to Operate a Private Security Agency from PNP;		
2. DOLE Registration as contractor providing services or skilled workers to principal under service agreement;		
3. Certificate of Membership by the PADPAO or other associations recognized by the PNP-CSG-SOSIA, and license to operate issued by the latter;		
4. Certificate of pending or no pending labor standards violation case/s issued by the NLRC and DOLE;		
5. Proof of ownership of Agency's owned security equipment and service vehicles;		
6. Security Plan with a certificate of site inspection;		
7. Certification of at least satisfactory performance from current clients. (Required)		
8. Certification of at least satisfactory performance from previous clients. (Optional, to be used in the evaluation in case tied bids.		

(Name of Bidder/Company)

(Signature Over Printed Name of Representative)

(Designation)

1. Definitions

1.1 In this Contract, the following terms 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 general support services which the Supplier is required to provide 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 obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions 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 Supplier” 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 or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1 Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines for the 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 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 office profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) “fraudulent practice” means a misinterpretation 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.
 - (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;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign

government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommend for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 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 any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for GCC Clause 5.1.

6. Scope of Contrast

- 6.1 The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1 Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, negligence, or those of its agents, servants or workmen.
- 7.2 Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so, needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

- 9.1 For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A 9184 and its IRR or except as provided in this Clause.
- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this 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 29.

10. Payment

- 10.1 Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for

supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.

- 10.2 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/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3 Pursuant to **GCC** Clause 10.2, 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.
- 10.4 Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2 For Goods supplied from abroad, the terms of payment shall be follows:
 - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and, in the form, provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
 - (c) 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 cert. 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 of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.
- 11.3 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1 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 the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any 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.
- 14.2 Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 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 this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. 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 institution concerned.

16. Inspection and Tests

- 16.1 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 cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2 If applicable, 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. The Supplier shall provide the Procuring Entity with result of such inspections and tests.
- 16.3 The Procuring Entity or its designated representative shall be entitle 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.
- 16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The 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 5.
- 16.5 The Supplier agrees that neither the execution of a test 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 its Contract.

17. Warranty

- 17.1 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, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship 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.

- 17.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period 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 the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the 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 specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, 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.

18. Delays in the Supplier's Performance

- 18.1 Delivery of the Goods and/or 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.
- 18.2 If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or 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** Clause 22, 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.
- 18.3 Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1 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 this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2 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.
- 20.3 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 this Contract.
- 20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent right, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2 For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which

though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 22.3 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*.

23. Termination for Default

- 23.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform 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 a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms 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 this Contract to the extent not terminated.
- 23.3 In case the delay in the delivery of the Goods and/or performance of the Services 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 this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. 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 and/or the Supplier.

25. Termination for Convenience

- 25.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and in national government policies.
- 25.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3 If the Supplier suffer loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum merit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1 The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the

Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible of period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.