

# **PHILIPPINE BIDDING DOCUMENTS**

**PUBLIC BIDDING FOR THE PROVISION OF  
SECURITY SERVICES FOR SAN PABLO  
MANUFACTURING CORPORATION,  
GRANEXPORT MANUFACTURING  
CORPORATION, LEGASPI OIL COMPANY,  
INC. AND SOUTHERN LUZON COCONUT  
OIL MILL, INC.  
(SPMC 002- 2021)**

**Sixth Edition**

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# ***Section I. Invitation to Bid***



COCONUT INDUSTRY INVESTMENT FUND OIL MILLS GROUP  
BIDS AND AWARDS COMMITTEE

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Invitation to Bid No.: **SPMC 002-2021**  
Date: 4 December 2021

**INVITATION TO BID**

**PUBLIC BIDDING FOR THE PROVISION OF SECURITY SERVICES FOR SAN PABLO  
MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING  
CORPORATION, LEGASPI OIL COMPANY, INC. AND SOUTHERN LUZON COCONUT  
OIL MILL, INC.**

1. The San Pablo Manufacturing Corporation (SPMC), Granexport Manufacturing Corporation (Granexport), Legaspi Oil Company, Inc. (Legoil) and Southern Luzon Coconut Oil Mill, Inc. (Solcom) intend to apply the aggregate sum of **Seventeen Million Nine Hundred Eighty Five Thousand Three Hundred Ninety Nine Pesos (PHP 17,985,399.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Public Bidding for the Provision of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. and Southern Luzon Coconut Oil Mill, Inc.** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. SPMC invites bids for the abovementioned procurement.
3. Bidding shall be governed and conducted through open competitive bidding procedures as specified in the Revised Implementing Rules and Regulations of Republic Act No. 9184, and such other requirements as indicated in the Bidding Documents.
4. A complete set of Bidding Documents may be inspected and acquired by interested Bidders from the address below, starting December 4, 2021 (*except on Saturdays, Sundays and Holidays*), from **9:00 A.M. to 4:00 P.M.** and upon payment of a non-refundable participation fee for the Bidding Documents in the amount of TWENTY- FIVE THOUSAND PESOS (**PHP25,000.00.**) It may also be downloaded free of charge from the websites of the Philippine Government Electronic Procurement System and the CIIF OMG Website. However, only Bidders who have paid the non-refundable participation fee not later than the deadline for submission of bids shall be qualified to bid.
5. SPMC will hold the Pre-Bid Conference on **December 13, 2021, 10:00 A.M.** at Rizal Conference, 16<sup>th</sup> Floor, UCPB Building, Makati Avenue, Makati City and/or through video conferencing or webcasting via *Zoom Application* which shall be open to prospective bidders.

The videoconference shall be through Zoom Application with the following details:

Topic: Pre-Bid Conference for Provision of Security Services  
Time: 10:00 AM

Meeting ID: **816 8574 3489**

Passcode: **030949**

6. Bids must be submitted at the address below accompanied by a bid security in any of the acceptable forms and in the amount stated in the Bidding Documents. The deadline for submission of bids is on **December 27, 2021, 9:00A.M.**
7. Bid opening shall be done on a hybrid set-up, i.e., bidders may wish to be physically present or participate through videoconference. Bid opening is scheduled on **December 27, 2021, at 10:00 A.M.** Bids will be opened in the presence of the Bidders' representatives who choose to attend at **Rizal Conference, 16th Floor, UCPB Building, Makati Avenue, Makati City.** Late bids shall not be accepted.

The videoconference shall be through Zoom Application with the following details:

Topic: Opening of Bids for Provision of Security Services

Time: 10:00 AM

Meeting ID: **835 8296 0980**

8. SPMC reserves the right to reject any and all bids, including that of a single eligible bidder, waive any minor deviation in the submitted documents which will not materially affect the substance of the bid, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, interest parties may contact Ms. Angelita G. Rapada, Secretariat for Bids and Awards Committee at (632) 8892-2927.

## *Section II. Instructions to Bidders*

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## A. General

### 1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods and Services as described in Section VII. Technical Specifications.
- 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 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 a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) 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;
- (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;
- (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; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), 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;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

## 5. Eligible Bidders

- 5.1. Unless otherwise 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 outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines; and
  - (e) Persons/entities forming themselves into a Joint Venture (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 JV 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 a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
  - (b) Citizens, corporations, or associations of a country, 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 a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) 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 attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) 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)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] 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 to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

## **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 Bulletin(s) as provided under **ITB** Clause 10.4.
  - (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 HoPE 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 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
  - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the 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. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. 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.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable 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 submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the 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, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. 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 as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

### **10. Clarification and Amendment of Bidding Documents**

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. 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. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.



- 10.3. Supplemental/Bid Bulletins may also 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.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

### **C. Preparation of Bids**

#### **11. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. 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) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB.
- (ii) (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be

bid; and

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
  - (ii.2) date of the contract;
  - (ii.3) contract duration;
  - (ii.4) owner's name and address;
  - (ii.5) kinds of Goods;
  - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
  - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
  - (ii.8) date of delivery; and
  - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (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
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
- (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

### **13. Documents Comprising the Bid: Financial Component**

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices 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, a certification from the DTI 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 on 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 a feedback on actual total costs of goods and works.

## **14. Alternative Bids**

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

## **15. Bid Prices**

15.1. The Bidder shall complete the appropriate Schedule of Prices 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 Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, 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 zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

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);
  - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
  - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - (iv) The price of other (incidental) services, if any, listed in 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 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**.
- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

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 for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. 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 exchange rate as published in the *Bangko Sentral ng Pilipinas* (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 shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

## 18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	

<p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(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.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Two percent (2%)</p>
<p>(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.</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post- disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall

be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) 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) has a finding against the veracity of any of the documents submitted 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 LCRB;
    - (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 a 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. This shall also be observed for each lot in the case of lot procurement.

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 addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

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 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 a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

## **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**. In case the deadline for submission of bids fall on a non-working day duly declared by the president, governor or mayor or other government official authorized to make such declaration, the deadline shall be the next working day.

### **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. The BAC shall record in the minutes of bid submission and opening, the Bidder’s name, its representative and the time the late bid was submitted.

### **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 and properly identified in accordance with ITB Clause 20, 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. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
233. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, 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.
234. 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 bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.
- 24.3. 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.

- 24.4. 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.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
  - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - (b) Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and
  - (c) Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

- 24.10 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **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 preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
  - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
  - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
  - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid 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, 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 Bidder subject to the

certification from 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 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. The BAC shall consider the following in the evaluation of bids:
  - (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, 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 zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. 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 be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.

- 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.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

## **29. Post-Qualification**

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid 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 five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.  
Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 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 LCRB, and recommend to the HoPE 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 with a fresh period 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 LCRB is determined for recommendation for contract award.

- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

### **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 officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (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 HoPE;

- (ii) If the project is no longer necessary as determined by the HoPE; 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 LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **F. Award of Contract**

### **31. Contract Award**

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative 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 duly received by the Bidder or its representative 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 valid JVA, if applicable, within ten (10) calendar days from receipt of the Notice of Award;
  - (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, as provided in Section 37.3 of the IRR of RA 9184.
- 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, 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 (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and
  - (f) 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 not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Five percent (5%)</p>
<p>(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.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(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.</p>	<p>Thirty percent (30%)</p>

- 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 have a fresh period to 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 recommendation of 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, if necessary.

#### **34. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

#### **35. Protest Mechanism**

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

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

# Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <b>San Pablo Manufacturing Corporation (SPMC)</b>.</p> <p>The name of the Contract is the <b>Public Bidding for the Provision of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. And Southern Luzon Coconut Oil Mill, Inc.</b></p> <p>The identification number of the Contract is Invitation to Bid No. <b>SPMC 002-2021</b>.</p>
1.2	<p>The lot(s) and reference is/are:</p> <p>No further instructions.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through Corporate Budget for the Contract approved by the Governing Board for CY 2022. Please see Terms of Reference.</p> <p>The name of the Project is: <b>Public Bidding for the Provision of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. And Southern Luzon Coconut Oil Mill, Inc.</b></p>
3.1	<p>No further instructions.</p>
5.1	<p>No further instructions.</p>
5.2	<p>Foreign bidders, except those falling under <b>ITB</b> Clause 5.2(b), may not participate in this Project.</p>
5.4	<p>The Bidder must have completed, within the period specified in the Invitation to Bid and <b>ITB</b> Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>

5.5	<p>NFCC = [(Current assets minus current liabilities) (15)] 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.</p> <p>However, in the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation.</p> <p>If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid: Provided, That if the</p>
	<p>same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.</p>
6.8	<p>Only Bidders who have paid the non-refundable participation fee in the amount of <b>PHP25,000.00</b> not later than the deadline for submission of bids shall qualify to bid.</p>
7	<p>No further instructions.</p>
8.1	<p>Subcontracting is not allowed.</p>
8.2	<p>Not applicable.</p>
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on <b>13 December 2021 at 10AM, at 16<sup>th</sup> Floor UCPB Building, Makati Avenue, Makati City.</b></p>
10.1	<p>The Procuring Entity's address is:</p> <p><b>CIIF OMG Bids and Awards Committee San Pablo Manufacturing Corporation</b></p> <p>c/o BAC Secretariat 16<sup>th</sup> Floor UCPB Building, Makati Avenue, Makati City.</p> <p>Tel. No. (632) 8892-2927.</p>
12.1(a)(i)	<p><b>Bidders may still submit their Class "A" Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the same IRR, or if already registered in the PhilGEPS under Platinum category, their Certificate of Registration and Membership in lieu of their uploaded file of Class "A" Documents, or a combination thereof.</b> In case the bidder opted to submit their Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. <i>(Pursuant to GPPB Circular No. 07-2017, Deferment of the Implementation of the Mandatory Submission of PhilGEPS Certificate of Registration and Membership).</i></p>

12.1(a)(ii)	<p>The bidder's statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. (<i>Use attached <u>Annex "A"</u></i>)</p> <p>The bidder's SLCC similar to the contract to be bid should have been completed within five (5) years prior to the deadline for the submission and receipt of bids. (<i>Use attached <u>Annex "A-1"</u></i>). Similar contract pertains to Security Services.</p>
13.1	Submit " <b>Financial Annex B</b> " form <b>together with the Financial Bid form.</b>
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	The ABC is <b>Nine Million Six Hundred Eighty-Five Thousand Seven Hundred Thirty-One Pesos and 12/100 (PHP9,685,731.12)</b> . Any bid with a financial component exceeding this amount shall not be accepted.
15.1 to 15.4	<p>Please fill-out the attached <b><u>Financial Annex "B"</u></b>.</p> <p><b>Also note that <u>Financial Annex "B"</u> shall be submitted as part of Financial Bid form.</b></p>
15.4(a)(iv)	No incidental services are required.
15.4(b)	<p>Not applicable.</p> <p>No incidental services are required.</p>
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	Bids will be valid for the period <b>120 calendar days</b> from date of bid opening.



	<p>The bid security shall be in any of the following forms:</p> <ol style="list-style-type: none"> <li>1. Bid Securing Declaration, or</li> <li>2. The amount of not less than <b>PHP359,707.98</b> [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>3. The amount of not less than <b>PHP899,269.95</b> [5% of ABC] if bid security is in Surety Bond.</li> </ol>
18.2	The bid security shall be valid for the period <b>120 calendar days</b> from date of bid opening.
20.3	<p>Each Bidder shall submit <b>one (1) original and two (2) readable duplicate copies</b> of the first and second components of its bid. Documents to be submitted shall be properly tabbed and labeled.</p> <p>For details in the preparation of sealed bids, please refer to the attached diagram in <u><b>Annex "C"</b></u></p>
21	<p>The address for submission of bids is:</p> <p><b>CIIF OMG Bids and Awards Committee</b>  <b>San Pablo Manufacturing Corporation</b></p> <p>c/o BAC Secretariat  16<sup>th</sup> Floor UCPB Building, Makati Avenue, Makati City.</p> <p>Tel. No. (632) 8892-2927.</p> <p>The deadline for submission of bids is on <b>December 27, 2021 at 9:00AM</b></p>
24.1	<p>The place of bid opening is at <b>Rizal Conference Room, 16<sup>th</sup> Floor UCPB Building, Makati Avenue, Makati City.</b></p> <p>The date and time of bid opening <b>December 27, 2021 at 10:00AM.</b></p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.

28.3 (a)	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>
28.3(b)	<p>Bid modification is not allowed.</p>
28.4	<p>No further instructions.</p>
29.2	<p>No further instructions.</p>
32.4(f)	<p>No additional requirement.</p>

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

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## 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 signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE 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 officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non- competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
  - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
  - (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.

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 Contract**

- 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, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

## **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 HoPE 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. Payments shall be in accordance with the schedule stated in the **SCC**.
- 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.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

## 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. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from ☺abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
  - (a) On Contract Signature: Fifteen Percent (15%) 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: Sixty-five percent (65%) 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 certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

## 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 results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 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 this 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 one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period 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. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may may rescind or terminate 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 rights, 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 Supplier 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 Supplier. 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 may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside 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 contact price;
- 23.2. The Procuring Entity may terminate the contract when, 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

- 23.3. The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- 23.4. 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 and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.5. 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 is 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. The HoPE may terminate a contract for the 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 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 suffers 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 meruit* 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 HoPE 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 the 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 HoPE 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 HoPE 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 period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE 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 HoPE; 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.

## *Section V. Special Conditions of Contract*

# Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Procuring Entity is:</p> <p>San Pablo Manufacturing Corporation (“SPMC”) shall be the Procuring Entity, for its own behalf and on behalf of Granexport Manufacturing Corporation (“Granexport”), Legaspi Oil Company, Inc. (“Legaspi Oil”) and Southern Luzon Coconut Oil Mill, Inc. (“SolCom”)</p>
1.1(i)	The Supplier is <b>determined in the BAC Resolution of Award.</b>
1.1(j)	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through Corporate Budget for the Contract approved by the Governing Board for CY 2022. Please see Terms of Reference.</p>
1.1(k)	<p>The Project Site is:</p> <p>Refer to the Terms of Reference</p>
5.1	<p>The Procuring Entity’s address for Notices is:</p> <p><b>Atty. Al Matthew P. Umali</b>  <i>BAC – Chairman</i>            CIIF Oil Mills Group            16<sup>th</sup> Floor UCPB Building,            Makati Avenue, Makati City.</p> <p>The Supplier’s address for Notices is: <b>Will be specified after the BAC Notice of Award is given to the winning bidder.</b></p>
10.2	<p>The Supplier’s request(s) for payment shall be made to the APPLICABLE CIIF COMPANY in writing, address to the Procuring Entity’s address, accompanied by an invoice describing, as appropriate, the services performed, attaching therein the Daily Time Sheet and certified by the Procuring Entity’s authorized personnel.</p> <p>Bid price shall be fixed and shall not be adjusted during contract implementation, except after giving thirty (30) days advance notice for the following causes:</p> <p>A. Issuance of a new wage order or law increasing the minimum daily wage;            B. Increase in taxes; and/or            C. Increase or decrease in the number of manpower required by SPMC, Granexport, Legaspi Oil, and SolCom, including CBS, but in no case shall it exceed the ABC in the case of an increase in security personnel.</p> <p>In case of adjustment of contract price based on the above conditions, only the amount due to the security personnel and the corresponding contributions to government institutions shall be adjusted and NOT the Agency Fee.</p>

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

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

<b>Item No.</b>	<b>DESCRIPTION</b>	<b>SCHEDULE</b>
1	<b>Public Bidding for The Provision of Security Services For San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. And Southern Luzon Coconut Oil Mill, Inc.</b>	Commence on the date specified in the Notice to Proceed

**Conforme:** \_\_\_\_\_  
*Signature over Printed Name of Bidder/Authorized Representative*

## ***Section VII. Technical Specifications***

# Technical Specifications

**PUBLIC BIDDING FOR THE PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION, LEGASPI OIL COMPANY, INC. AND SOUTHERN LUZON COCONUT OIL MILL, INC.**

<b>CIIF OMG Requirements</b>	<b>Statement of Compliance (Bidders must state here either “Comply” or “Not Comply”)</b>
<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of <b>ITB</b> Clause 3.1(a)(ii) and/or <b>GCC</b> Clause 2.1(a)(ii).</p>	
<b>I. SECURITY PLAN</b>	
<p>Please submit the conformed <b><u>TECHNICAL ANNEX “I”</u></b> of the TOR, as an attachment to the submission of this <b>Section VII (Technical Specification)</b></p>	
<b>II. ADDITIONAL SET OF TECHNICAL PARAMETERS</b>	
<p><i>Please submit the following documents as part of the submission under this Section VII (Technical Specifications), which shall be checked using a non-discretionary “pass/fail” criteria.</i></p>	
1. Certificate of pending / no pending labor standards violations/ case/s or Clearance issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE). Certificate issued not earlier than January 01, 2019.	
2. Physical copy of SEC (Articles of Incorporation; General Information Sheet & Financial Statement)/DTI Registration Certificate <sup>1</sup> , as applicable, as proof of engagement in the business for at least five (5) years	
3. Certificate of membership in the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO);	
4. Original copy of bank guarantee or cash deposit certification of at least Two Million Pesos (PHP2,000,000.00)	
5. Certification of completed contracts/satisfactory services rendered for at least one (1) year from at least three (3) clients for the last five (5) years	
6. PNP-SOSIA License to Operate (LTO) <sup>2</sup>	

**Conforme :** \_\_\_\_\_

*Signature over Printed Name of Bidder/Authorized Representative*

<sup>1</sup> Please note that CIIF OMG will not recognize the information stated in Annex “A” of the Certificate of PhilGEPS Registration unless accompanied by these documents.

<sup>2</sup> In case the LTO is set to expire prior to the opening of bids, CIIF OMG shall accept the expired LTO together with the official receipt for renewal as proof. The renewed LTO shall be required to be submitted as a post-qualification requirement.

## ***Section VIII. Bidding Forms***



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## Bid Form

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Date: \_\_\_\_\_  
Invitation to Bid<sup>3</sup> No.: \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:<sup>4</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

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

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<sup>3</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>4</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the [Name of Project] of the Name of the Procuring Entity] National Economic and Development Authority *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity]. National Economic and Development Authority.**

We acknowledge that failure to sign each and every page of this Bid Form, including attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**Annex “A”**

**\*Instructions:**

**Statement of Ongoing and Awarded But Not Yet Started Contracts**

Name of Contract	Date of Contract	Duration of Contract	Owner’s Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

This is to certify that \_\_\_\_\_ has the following ongoing and awarded but not yet started contracts:

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b) ***If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.***
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

**Annex "A-1"**

**Statement of Single Largest Completed Contract Similar to the Contract to be Bid**

This is to certify that \_\_\_\_\_ has the largest completed contract within the **last five (5) years:**

<b>Name of Contract</b>	<b>Date of Contract</b>	<b>Duration of Contract</b>	<b>Owner's Name and Address</b>	<b>Kinds of Goods</b>	<b>Amount of Completed Contract</b>	<b>Date of Delivery</b>	<b>End User's Acceptance or Official Receipt(s) or Sales Invoice (If completed)</b>

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

**\*Instructions:**

- a) Cut-off date: The day before the deadline of submission and opening of bids. In the column for "End-User's Acceptance", indicate the date of acceptance or Official Receipt(s) or Sales Invoice.

***Financial Annex "B"***

Name of Bidder \_\_\_\_\_ . Invitation to Bid Number \_\_\_\_\_ .

Particulars	Total Bid (PhP)
<b>Public Bidding for The Provision of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. And Southern Luzon Coconut Oil Mill, Inc.</b>	

*Note: The financial bid shall include an administrative fee of not more than twenty percent (20%) pursuant to relevant existing laws.*

**Instruction:**

- The Bidder shall provide the total bid amount, inclusive of all applicable government taxes and service charges.
- Zero (0) bid, alternative bid, discounted bid, and any blank on the financial bid shall be a ground for disqualification.

**COST DISTRIBUTION PER MONTH for [COMPANY/LOCATION]  
(Based on 12 hours Work Per Day)**

AMOUNT TO GUARD

Daily Wage (DW) :

Average Pay/Month (DW x no. of days per yr/12)		
Night Differential Pay (Ave. Pay/mo. X 10% )		
13th Month Pay (DW x 365 /12/12)		
5 Days Incentive Pay (DW+cola x 5/12)		
Uniform Allowance (R.A. 5487)		
COLA (P 10.00 x 377/12)		
Overtime		

AMOUNT TO GOV'T. IN FAVOR OF GUARD

Retirement Benefit (RA 7641) (DW X 22.5/ 12)		
SSS Premium		
Philhealth Contribution		
State Insurance Fund		
Pag-Ibig Fund		

TOTAL AMOUNT TO GUARD & GOVERNMENT

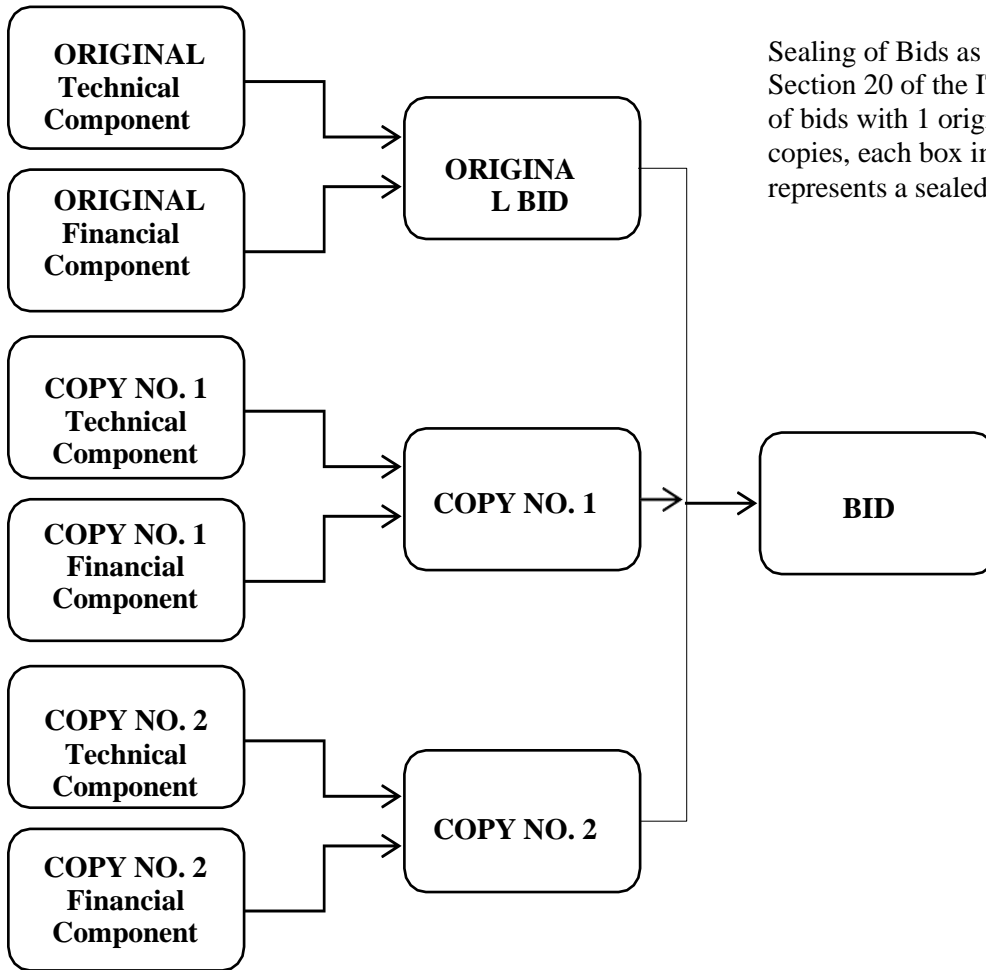
AGENCY FEE

Administrative Overhead and Margin (10% Minimum)

VALUE ADDED TAX (Agency fee x 12% VAT-RMC- 39-2007)

MINIMUM CONTRACT RATE FOR 12 HOURS

Annex "C"



Sealing of Bids as defined in Section 20 of the ITB (Illustration of bids with 1 original and 2 copies, each box in the diagram represents a sealed envelope)

## Contract Agreement Form

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### **PUBLIC BIDDING FOR THE PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION, LEGASPI OIL COMPANY, INC. AND SOUTHERN LUZON COCONUT OIL MILL, INC.**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2021 in Makati City Philippines, by and between:

\_\_\_\_\_ government owned and/or controlled corporations, with principal office address at 16F UCPB Building, Makati Avenue, Makati City, herein represented by its President and Chief Executive Officer, **MR. ALEXANDER MARTOS**, duly authorized for the purpose of this Agreement, as evidenced by Board Resolution No. \_\_\_\_\_, attached hereto as **Annex "A"** referred to herein as **"FIRST PARTY"**.

- and -

\_\_\_\_\_ (**"SECOND PARTY"**), a security business agency organized and existing by virtue of and under the laws of the Republic of the Philippines with business address at \_\_\_\_\_, represented in this act by its General Manager, \_\_\_\_\_, duly authorized for the purpose of this Agreement, as evidenced by Board Resolution No. \_\_\_\_\_, attached hereto as **Annex "B"**.

(The **"FIRST PARTY"** and **"SECOND PARTY"** are collectively referred herein as the **"PARTIES"**)

#### **W I T N E S S E T H T h a t:**

**WHEREAS**, the Procuring Entity invited bids for the **Public Bidding for The Provision Of Security Services For San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. And Southern Luzon Coconut Oil Mill, Inc.** and has accepted the Bid offered by the Supplier for the delivery of said goods for the sum of \_\_\_\_\_, inclusive of all applicable government taxes and charges.

NOW THEREFORE, the Procuring Entity and the Supplier have agreed on the following terms and conditions;

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:
  - (b) Bidding Documents;
  - (c) Invitation to Bid;
  - (d) Instruction to Bidders;
  - (e) Bid Data Sheet;
  - (f) General Conditions of the Contract;
  - (g) Special Conditions of the Contract;



- (h) Schedule of Requirements and Technical Specifications;
  - (i) Terms of Reference;
  - (j) Bidder's Bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents/statements contained in the Bidder's bidding envelopes, as annexes;
  - (k) Bid Bulletin/s and Supplemental Bid Bulletins, if any;
  - (l) Performance Security;
  - (m) Abstract of Bids, Detailed Evaluation and Post-Qualification Reports;
  - (n) Notice of Award of Contract and the Bidder's Conformance thereto;
  - (o) Notice to Proceed;
  - (p) Addendum and/or Supplement to the Contract, if any; and
  - (q) Other contract documents that may be required by existing laws and/or the Procuring Entity.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier, the Supplier hereby covenants with the Procuring Entity to deliver said goods and to remedy any defects therein in conformity with the provisions of this Contract in all respects.
  4. The Procuring Entity hereby covenants to pay the Supplier in consideration for the delivery of said goods and the remedy of defects therein, the Contract Price or such other sum, as may become payable at the time and in the manner prescribed by this contract.
  5. Should any dispute related to this contract and/or the rights of the Parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Makati City.
  6. In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first before written.

Signed, sealed, and delivered by:

Signed, sealed, and delivered by:

(Supplier)

Signed in the Presence of:

---

---

**ACKNOWLEDGMENT**

*Republic of the Philippines* )  
 ) s.s.

Before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021 in \_\_\_\_\_, personally  
appeared:

Name	Any Government Issued I.D. Document	Date/Place of Issue
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\_\_\_\_\_ (for the Supplier).

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of three (3) pages including this page, together with the documents deemed and construed part of the contract, on which this acknowledgment is written, duly signed by their instrumental witnesses, and they acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities which they represent.

**WITNESS MY HAND** on the date and place first herein above stated.

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Series of 2021.

## Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### A F F I D A V I T

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_day of \_\_, 2021 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

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\* This form will not apply for WB funded projects.

## Bank Guarantee Form for Advance Payment

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To:     *[name and address of PROCURING ENTITY]*  
          *[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

## BID SECURING DECLARATION FORM

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REPUBLIC OF THE PHILIPPINES) CITY  
OF \_\_\_\_\_) S.S.

x.....x

### BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

To: *[Insert name and address of the Procuring Entity]*

I/We<sup>5</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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<sup>5</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

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## *Section IX. Terms of Reference*

**PUBLIC BIDDING FOR THE PROVISION OF SECURITY SERVICES  
FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT  
MANUFACTURING CORPORATION, LEGASPI OIL COMPANY, INC.  
AND SOUTHERN LUZON COCONUT OIL MILL, INC.**

**RATIONALE**

The San Pablo Manufacturing Corporation (“SPMC”), Granexport Manufacturing Corporation (“Granexport”), Legaspi Oil Company, Inc. (“Legaspi Oil”) and Southern Luzon Coconut Oil Mill, Inc. (“SolCom”) [collectively referred to herein as, three of the six companies comprising Coconut Industry Investment Fund Oil Mills Group (“CIIF-OMG”) [SPMC, Granexport, Legaspi Oil and SolCom are collectively referred to herein as “CIIF Companies”], are outsourcing security services so that their directors, officers, employees, clients and guests, physical area/building premises, materials/equipment, and financial assets may be guarded and protected.

The security services are needed to protect and safeguard the properties of the CIIF Companies from theft, robbery, arson, destruction or damage, as well as to protect its directors, officers, employees, visitors, guests and the transacting public from assault, harassment, threat or intimidation through the enforcement and implementation of plans, policies, rules and regulations relative to the maintenance of security and safety.

In order to achieve maximum administrative efficiency, practicability, and enhance economic viability, SPMC shall act, for its own behalf and on behalf of Granexport, Legaspi Oil and SolCom, as the Servicing Agency for the outsourcing of their respective security services.

**APPROVED BUDGET FOR THE CONTRACT, STAFF COMPLEMENT AND CONTRACT DURATION**

**APPROVED BUDGET FOR THE CONTRACT**

The Approved Budget for the Contract (“ABC”) for the twelve (12) –month period, inclusive of all applicable government taxes, fees, and charges, including standard administrative fee and other mandatory contributions due to concerned government agencies, are as follows:

<b>COMPANY</b>	<b>ABC</b>
SPMC	Three Million One Hundred Sixty-Four Thousand Six Hundred Sixty-Two and 50/100 Pesos (Php 3,164,662.50)
Granexport	Eight Million Six Hundred Thirty Thousand Four Hundred Ninety-Three and 19/100 Pesos (Php 8,630,493.19)
Legaspi Oil	Five Million Five Hundred Fourteen

	Thousand Nine Hundred Forty-Five and 45/100 Pesos (Php 5,514,945.45)
SolCom	Six Hundred Seventy-Five Thousand Two Hundred Ninety-Seven and 86/100 Pesos (Php 675,297.86)

**A. STAFF COMPLEMENT**

The staff complement shall be composed of fifty-eight (58) security guards, who shall have a shifting schedule of twelve (12) hours a day from Mondays to Sundays, to be deployed/ assigned in the following locations/offices:

<b>SPMC</b>	<b>No. of Security Guards</b>
Head Office (Makati)	2
SPMC Plant (Batangas)	5
SPMC Plant (Laguna)	2

<b>Granexport</b>	<b>No. of Security Guards</b>
Granex Plant(Iligan City)	19
IBMC (Kauswagan, Lanao del Norte)	2
Copro Buying Stations	
Brooke's Point - Palawan	2
Surigao	2
Masbate	2
Pagadian	2

<b>Legaspi Oil</b>	<b>No. of Security Guards</b>
Legoil Plant(Arimbay)	7
Legoil Plant(Davao)	9
Copro Buying Stations	
Maco	2

<b>SolCom</b>	<b>No. of Security Guards</b>
Solcom Plant(Mulanay)	2

Should the need arise, the Security Service Provider shall augment the security force deployed at the foregoing CIIF Companies in the number as required by the circumstances pursuant to a written request from CIIF COMPANIES.

**B. CONTRACT DURATION**

The Service Agreement shall be for a period of one (1) year, commencing on the date stated in Notice to Proceed, which may be renewed annually but not exceed two years subject to Satisfactory Performance and submission/posting of corresponding Performance Security by the SERVICE PROVIDER pursuant

to Department of Budget and Management (DBM) National Budget Circular No. 577 dated 02 May 2019, the provisions of “Appendix 23 entitled ‘Guidelines on the Procurement of Security Services’ of the 2016 Revised Implementing Rules and Regulations of RA 9184” and this Terms of Reference (TOR).

## **II. QUALIFICATION REQUIREMENTS OF THE SERVICE PROVIDER**

### **A. Qualifications of the Service Provider**

The Service Provider should have the necessary experience and expertise in providing security services. For this purpose, the Service Provider must submit documentary proof of the following as part of technical documents pursuant to Section 4 Appendix 23 of the Revised IRR of 9184:

1. Stability:
  - a. Certificate of pending / no pending labor standards violations/ case/s or Clearance issued by the National Labor Relations Commission (NLRC) and Department of Labor and Employment (DOLE). Certificate issued not earlier than December 3, 2021.
  - b. Engagement in the business for at least five (5) years as evidenced by submission of a physical copy of SEC (Articles of Incorporation; General Information Sheet & Financial Statement)/DTI Registration Certificate, as applicable.
  - c. Certificate of membership in the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO);
  - d. Original copy of bank guarantee or cash deposit certification of at least Two Million Pesos (PHP2,000,000.00);
  - e. Certification of completed contracts/satisfactory services rendered for at least one (1) year from at least three (3) clients for the last five (5) years; and
  - f. PNP-SOSIA License to Operate (LTO). In case the LTO is set to expire prior to the opening of bids, CIIF COMPANIES shall accept the expired LTO together with the official receipt for renewal as proof. The renewed LTO shall be required to be submitted as a post-qualification requirement.

## **III. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER**

The Service Provider shall provide security services for the CIIF COMPANIES and

shall undertake the following functions, duties and responsibilities:

1. The Service Provider shall warrant that every security guard assigned to the CIIF COMPANIES possesses the following qualifications:
  - a. Must be a Filipino citizen;
  - b. Must have completed at least a two-year college or vocational course or high school graduate with adequate knowledge in communicating in English language;
  - c. Must have at least three (3) years relevant experience as a security guard or its equivalent;
  - d. Must be physically and mentally fit, with height of at least 5'4" for male and at least 5'3" for female, and at least twenty-one (21) years of age;
  - e. Must have passed and undergone regular security service training, psychological evaluation test, neuro-psychiatric examination, and drug test. The security guard must submit results taken within the last six (6) months;
  - f. Must be of good moral character, courteous, alert and without any pending criminal case filed in court or any police record involving criminal acts;
  - g. Must be duly licensed and properly screened and cleared by the Philippine National Police (PNP), National Bureau of Investigation (NBI) and other government offices issuing clearances for employment;
  - h. Must have relevant training on emergency response with corresponding certificate of attendance/participation conducted by DOLE accredited training centers; and
  - i. Knowledgeable in writing regular security reports.
2. Provide CIIF COMPANIES with the required number of security guards and security officers who are licensed, qualified and trained to maintain security and safeguard the buildings, offices and properties within the premises of the CIIF COMPANIES Secretariat Buildings, as well as complete training on emergency response procedures. The security guards to be dispatched shall be subject to the approval of CIIF COMPANIES .
3. Issue a Duty Detail Order for security guards to be assigned to CIIF

COMPANIES, including relievers and replacements. Upon assumption to duty, the Duty Detail Order shall be presented by the security guard to the duly authorized representative of the CIIF COMPANIES.

4. Submit the following documentary requirements prior to posting of security guards:
  - a. Personal Data Sheet;
  - b. Data on work experience;
  - c. NBI Clearance;
  - d. PNP Clearance;
  - e. Barangay Clearance;
  - f. Physical, Medical, Health Certificate;
  - g. Psycho-Neurotic Exam; and
  - h. Drug Test.
5. Make available at all times, trained and qualified relievers and/or replacements to ensure continuous and uninterrupted service in case of absence of the assigned guard for whatever reason; provided, however, **that no security guard shall serve for more than twelve (12) hours of duty per day**, except in cases of emergency. The name of the guard/s to be replaced shall be indicated in the Duty Detail Order and shall be presented, together with the Recall Order issued to the security guard who will be replaced, to the duly authorized representative of the CIIF COMPANIES. In no case shall a security guard assume his post without presenting his Duty Detail Order and Recall Order to the authorized CIIF COMPANIES representative.
6. Ensure **No Straight or 24-Hour Duty** in the deployment of security guards at the CIIF COMPANIES Buildings. If there are changes in the schedule / shifting of the security guards, the Service Provider shall inform the CIIF COMPANIES.
7. Provide for the increase or decrease on the number of security guards as required by the CIIF COMPANIES from time to time as the need arises. Likewise, the Service Provider shall change or relieve from duty any security guard assigned to CIIF COMPANIES Buildings within twenty-four (24) hours from receipt of the notification.
8. Provide its security personnel with appropriate uniforms, including acceptable footwear and ensure that said personnel are well groomed and in proper/neat attire at all times.
9. Equip the security guards assigned to the CIIF COMPANIES with firearms that are original, branded and duly licensed by the Philippine Government, security equipment, office supplies and other materials which may be

necessary for the effective performance of the security guards' duties and functions, including, but not limited to security enforcement and maintenance of peace and order.

10. Provide cellular phones with monthly load/credits to the CIIF COMPANIES Head Office. The cellular phones shall ensure continuity of communication between the security guard and CIIF COMPANIES' representative in case problems should arise in existing communication systems.
11. Include in its Administrative Overhead Operations Costs, taxes, and licenses (local and national), supervision, training, insurances, and other incidental expenses relative to security guarding.
12. Submit a Security Plan within one (1) month upon receipt of NTP and to include other services it may offer with respect to its resources and competence, to have a more efficient security plan than said Annex "I" of the TOR.
13. Secure all necessary government permits and licenses for the performance of its services.
14. Be responsible and liable for the cost of any damage to property, loss or injury that may be suffered by the CIIF COMPANIES , its officers, employees and guests, when such loss, damage or injury is due to the fault or negligence of the Service Provider or its security personnel; which loss, damage or injury suffered by CIIF COMPANIES or any of its officers, employees and guests within the CIIF COMPANIES premises during the Tour of Duty of the security personnel; and provided further, that such loss, damage or injury is made known to the Service Provider, through the Office of Undersecretary, Corporate Affairs Group, within seventy-two (72) hours from its discovery. This provision shall include any loss, damage or injury to property belonging to the CIIF COMPANIES or any of its officers, employees, and guests.
15. Be liable to CIIF COMPANIES and its clients for any downtime or interruption in the services to be provided due to labor problems or other causes other than fortuitous events.
16. Pay, on its own account, and as mandated by law, the salaries/wages/other monetary benefits of all its personnel assigned to the CIIF COMPANIES Buildings. Payment shall be made through an Automated Teller Machine (ATM) arrangement. Further, the Service Provider shall not terminate the employment contract of security guards who report to the CIIF COMPANIES issues concerning their employment contracts and/or compensation.

17. Ensure on-time payment of salaries to security personnel, and to test the financial stability, **shall assume the payment for the first two months' salaries of its personnel**. Failure to pay salaries on time will be considered as one of the bases for the pre-termination of the contract.
18. The Service Provider shall submit to CIIF COMPANIES a copy of monthly detailed payroll, including deductions (previous month).

As need arises, the CIIF COMPANIES may require to submit the proof of the following:

- a. Wages and Overtime (OT) pay;
- b. 13<sup>th</sup> Month Pay;
- c. Remittances to Social Security System (SSS), Pag-Ibig, PhilHealth, Employees Compensation Commission (ECC), and Bureau of Internal Revenue (BIR); and
- d. All other salary deductions (e.g. health card, insurance, loans, etc.) aside from the above cited.

CIIF COMPANIES shall in no case be liable for any interest, penalty or for any delayed payments of the remittances to SSS, Pag-Ibig, PhilHealth, ECC and BIR.

19. Provide, at its own expense, full coverage of medical and risk insurance to the security guards to be deployed to CIIF COMPANIES.

The Service Provider shall assume full responsibility for any claim that its security personnel may make by reason of their employment and that, in case of accident, injury or illness incurred in the line of duty, CIIF COMPANIES should not in any way be made liable by the Service Provider.

20. Submit the monthly Billing Statement, including copies of pay slips, within fifteen (15) calendar days after each month of service. Compliance thereto is a criterion for Performance Evaluation.
21. CIIF COMPANIES has the right to reject any output or any task which fails to meet the minimum standards that may be agreed upon by the CIIF COMPANIES and the Service Provider. In such instances, the Service Provider shall make the necessary corrections or revisions to the output or task to meet the minimum standards agreed on.
22. The Contract Price for the twelve (12) months duration renewable annually under a three (3) year agreement shall be fixed and shall not be adjusted during contract implementation, except in the following instances:



- a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;
  - b. Increase in Taxes; and
  - c. If during the term of the contract, the procuring entity sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded.
23. Turn-over to CIIF COMPANIES all logbooks upon termination of the Contract.

#### **IV. SCOPE OF SERVICES**

The Service Provider shall provide security services for CIIF COMPANIES and shall undertake the following functions and responsibilities:

1. Secure and protect the CIIF COMPANIES properties from theft, arson, pilferage, trespassers, robbery, destruction and other unlawful acts committed by any person, as well as maintain peace and order within the CIIF COMPANIES premises;
2. Secure and protect the CIIF COMPANIES officials, employees, visitors and guests from assault, harassment, threat or intimidation and other criminal acts and to enforce and implement security and safety rules and regulations within the CIIF COMPANIES premises;
3. Conduct inspection of all bags and baggage carried by people coming in and out of the CIIF COMPANIES premises;
4. Prepare and submit daily Activity and Situation Report to cover all activities and incidents related to the implementation of security operations for the areas of responsibility, as well as any untoward incidents that transpired during the day;
5. Properly and carefully screen all visitors who wish to enter CIIF COMPANIES premises and instruct them to log in and out of the Visitor's logbook;
6. Prohibit unauthorized persons, e.g., vendors, solicitors and vagrants from entering and loitering within the CIIF COMPANIES premises;
7. Screen all incoming mails and parcels;
8. Record the comings and goings of all the CIIF COMPANIES officials and/or employees, as may be required;

9. Log all deliveries;
10. Ensure that all materials, machines and equipment taken in and out of the CIIF COMPANIES premises have its proper gate pass from the CIIF COMPANIES Asset Management Division, Administrative Staff (AMD, AS);
11. Respond to all alarms and act appropriately/ accordingly;
12. Turn-off all unnecessary lights, fixtures and appliances after office hours;
13. Conduct roving inspections after office hours;
14. Be responsible in the filing of blotter and other reports to the Police or appropriate Authority for any incidents involving police matters, e.g., theft, robbery; and
15. Perform other duties that may be assigned from time to time.

#### **V. DUTIES AND RESPONSIBILITIES OF CIIF COMPANIES**

The CIIF COMPANIES through the Corporate Services Department shall have the following responsibilities:

1. Monitor the implementation of the security services in accordance with the specifications and conditions of the Contract;
2. Notify the Service Provider if it receives complaints from the security guards regarding their employment. The issues shall be discussed between the CIIF COMPANIES and the Service Provider;
3. Recommend appropriate measures and improvements in the provision of security services by the Service Provider based on feedbacks received; and
4. As the need arises, recommend to Management, and arrange for the increase or decrease in the number of security guards from time to time or for the change/ relief of security personnel assigned to CIIF COMPANIES with due notice to the Service Provider, which the latter agrees to effect within twelve (12) hours from receipt of said notification.

#### **VI. CONFIDENTIALITY CLAUSE**

1. All information, data and documents concerning the business and other affairs of the CIIF COMPANIES which are classified as confidential shall be treated with extreme secrecy by the Service Provider, Officers/Guards; and shall not be communicated or disclosed to any person or entity without

prior written clearance from the CIIF COMPANIES.

2. In the event that the Service Provider fails to comply with this Confidentiality Clause, the CIIF COMPANIES shall have the option to apply the pertinent provisions of R.A. No. 5487 and its Implementing Rules and Regulations, and other applicable charges without prejudice to the filing of criminal charges.
3. In the event that the disclosure of confidential information and or documents is made by the Service Provider to any person or entity after the termination of this Contract with the CIIF COMPANIES, the latter shall have the right to seek redress and compensation through legal proceedings in a court of law.
4. The CIIF COMPANIES may require the Service Provider or any of its security guards to enter into a Non-Disclosure Agreement that shall further specify the confidentiality obligations of the Service Provider or any of its security guards.
5. In the event that the Service Provider fails to comply with this Confidentiality Clause, CIIF COMPANIES shall have the option to apply the pertinent provisions of RA 5487.

## **VII. PAYMENT SCHEME**

Payment by CIIF COMPANIES to the Service Provider shall be on a monthly basis, upon submission of billing statement and duly notarized affidavit that the Service Provider has complied with the provisions of all applicable labor law/regulations, such as those pertaining to compensation, taxes and contributions to Social Security System (SSS), PhilHealth, Pag- IBIG and Employees Compensation Commission (ECC) in accordance with SCC 10.2.

## **VIII. LIQUIDATED DAMAGES**

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to One-Tenth of One Percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay.

Once the cumulative amount of liquidated damages reaches Ten Percent (10%) of the amount of the contract, CIIF COMPANIES may rescind the contract, without prejudice to other courses of action and remedies open to it.

## **IX. DISPUTE AGREEMENT/RESOLUTION:**

1. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Makati City. In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts; and
2. Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.

## SECURITY PLAN

This plan provides measures to counteract any form of security threat in any given situation. The following guidelines **SHALL** be observed by the security group servicing the entire CIIF COMPANIES establishments.

### A. EMERGENCY SITUATIONS:

The contracted security services shall maintain on reserve duty, a contingent of two (2) security guards to augment/reinforce the security threat, for the protection of properties and equipment, personnel against bodily harm during emergencies such as outbreaks of fire, occurrence of earthquakes, typhoons, unexpected power failure resulting in total darkness, armed robbery, bomb threats and explosions, hold-ups, riots, kidnappings and similar occurrences at no extra cost on the part of CIIF COMPANIES . The security group will have specific responsibilities in any emergency situation. Acting in a normal protective role, the security group should undergo trainings to upgrade a skill in crowd control which is an essential duty during any serious emergency situation. While on patrol, the security must observe potential hazard violation of policies, signs of unauthorized intrusion, etc. This role shall come into play both for the prevention of accidents and in the emergency response. The special responsibilities that generally fall on the security and disaster situation are as follows:

1. Control of access – this will include maintaining records of all persons entering or leaving the CIIF COMPANIES premises during emergency situations;
2. Traffic control – includes providing for unimpeded access of outside emergency units, security for example will meet responding Fire Department or bomb squad units, provides information as to the location and type of emergency and in some circumstances provide escort service;
3. Protection of property. – Physical security becomes even more essential when the facility is evacuated or the confusion accompanying a major disaster (include Copra and other raw materials, including deposits) – as Lessee;
4. Prevention of theft, looting, sabotage and espionage;
5. Direction and control of personnel;
6. Direction and control of evacuation procedures;
7. Assistance in terms of first aid, rescue and other emergency needs;
8. Protection of vital information, documents, records, etc;
9. Control of hazardous areas, classified areas, high value areas or property;
10. Establishing communication with outside agencies such as local law

enforcement, Fire Department, hospital ambulance service and other health service facilities.

11. Assisting injured employees;
12. Guiding employees and visitors to safety areas;
13. Crowd control;
14. Preventing panic;
15. Firefighting; and,
16. Other special duties governed by the local circumstances.

**B. DEPLOYMENT OF SECURITY GUARDS**

The contracted security services are deployed in the following posts:

**I. SPMC**

<b>Location</b>	<b>Time Shift</b>	<b>No. of SGs</b>
Head Office (Makati)	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1
SPMC Plant (Batangas)	6:00AM to 6:00PM	3
	6:00PM to 6:00AM	2
SPMC Plant (Laguna)	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1

**TOTAL: 9**

**II. GRANEX**

<b>Location</b>	<b>Time Shift</b>	<b>No. of SGs</b>
Granex Plant (Iligan City)	6:00AM to 6:00PM	10
	6:00PM to 6:00AM	9
Granex (Kauswagan, Lanao del Norte)	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1
<b>Copra Buying Stations</b>		
Brooke's Point - Palawan	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1
Surigao	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1
Masbate	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1
Pagadian	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1

**TOTAL: 29**

III. LEGOIL

Location	Time Shift	No. of SGs
Legoil Plant (Arimbay)	6:00AM to 6:00PM	4
	6:00PM to 6:00AM	3
Legoil Plant (Davao)	6:00AM to 6:00PM	5
	6:00PM to 6:00AM	4
Copra Buying Stations		
Maco	6:00AM to 6:00PM	2
	6:00PM to 6:00AM	

TOTAL: **18**

IV. SOLCOM

Location	Time Shift	No. of SGs
Solcom Plant (Mulanay)	6:00AM to 6:00PM	1
	6:00PM to 6:00AM	1

TOTAL: **2**

Total number of Security Guards: **58**

The guards report to their assigned posts in the prescribed, complete uniform and in time to relieve the guards whose tours of duty are just ending. The Supervising Guard (OIC) is expected to report to duty ahead of shift/schedule to enable him to inspect the guards in their shifts and so that proper turnover of responsibilities can be effected. No guard should vacate his post without a reliever. The Supervising Guard/OIC cannot take somebody else's post in case his post will be vacated/abandoned. During the turnover of shifts, the Supervising Guards of both shifts make a joint inspection of the premises to ensure an orderly transfer of responsibilities.

**C. NORMAL/ REGULAR SITUATIONS**

**FOR CIIF COMPANIES' PLANTS, PROPERTIES AND CBS**

**SECURITY OFFICER**

1. Supervises the guarding activities of the security guards.
2. Assists in giving special guarding detail assignments and such other assignments pertaining to the provision of security and safety services to CIIF COMPANIES officials, cashiers, and other similar officers and/or employees.
3. Reviews daily reports of all guards.
4. Investigates and prepares reports on any unusual or untoward incidents such

as theft and pilferages resulting in the loss or damage to properties during the twenty-four (24) hour shift.

5. Maintains a complete record of all articles (government properties and personal properties) reported lost or found. Said record includes the description of the article(s); the name of the owner or the person who lost the article/turned it in; the place where and date when it was lost/found; and when and by whom it was claimed.
6. Conducts investigations on reported losses of all articles (government properties and personal properties) in coordination with the local police.
7. Inspects CIIF COMPANIES installations (properties and equipment) and reports any breach in security and/or safety requirements.
8. Ensures that all CIIF COMPANIES properties/equipment brought out of the CIIF COMPANIES premises are covered by duly approved gate passes. Inspects said properties and ensures that they are returned in the same physical condition as when they were taken from the premises.
9. Coordinates with the PNP- Security Agencies and Group Supervision Division (SAGSD) regarding regulations and directives affecting the Security Guard Force.
10. Coordinates with the Philippine National Police (PNP) Inspector duly designated by the Chief of Police to monitor the conduct of security guards on post for purposes of assessing individual discipline of the security guards.
11. Coordinates with the Office Security Coordinator/Head on the daily activities in the post to ensure a 24-hour security coverage.
12. Monitors the movement of visitors, carefully noting that visitors are wearing the visitor's ID issued to them and that they are in the proper floor.
13. Monitors the movement of individuals through closed circuit television (CCTV) security cameras in coordination with the IT Division. Validate the presence of employees as to the time of arrival and departure through the CCTV records as deemed necessary.
14. Performs other security related tasks as may be required.

#### **SHIFT-IN-CHARGE (SIC)**

1. Acts as Security Officer during his absence.
2. Ensures that all posts are manned.



## **A. Common Posting**

### **GATE AND ENTRANCE**

1. Maintain orderliness and regulate entrance and exit of vehicles in the company premises.
2. Direct traffic of CIIF COMPANIES in as far as it affects the vehicles entering or leaving the premises.
3. Safeguard and protect all articles e.g., building properties, equipment, vehicles, cash, supplies materials, documents, copra and other raw materials against theft, pilferage and other hazards/damages.
4. Monitor compliance of CIIF COMPANIES personnel with CIIF COMPANIES rules and regulations including but not limited to COVID-19 health protocols, wearing of identification cards (IDs) and Personal Protective Equipment (PPE), smoking, gambling, drinking alcoholic beverages, loitering, unauthorized entry into the CIIF COMPANIES compound after office hours and during holidays and weekends.
5. Monitor movement of all vehicles including delivery trucks and heavy equipment. Ensure that the use of CIIF COMPANIES' vehicles and heavy equipment is authorized by the proper authority.

Take note of the physical condition of the vehicle and heavy equipment prior and after its use.

Record the names of the driver and operator of the vehicle/heavy equipment and its passengers, if any. Same rule applies to third party vehicle/heavy equipment entering and leaving company premises.

Report any damages that may be seen on the vehicle/heavy equipment and other irregularities, to the Corporate Services Department.

6. Inspect and monitor movement of equipment, supplies, and raw materials entering and leaving company premises, ensuring that these have duly approved Gate-Passes. Maintains a logbook of Gate Passes validating size, color, serial numbers, and other such relevant descriptions as needed as well as the date and time this equipment were brought out/returned and the condition of the equipment as they leave the compound and when they were returned.

Ensure all loading and unloading of supplies, including but not limited to, copra and other raw materials are properly sealed and weighed in accordance with the CIIF COMPANIES' rules and regulations.

## **BUILDING/LOBBY GUARDS**

1. Controls access to the CIIF COMPANIES building by maintaining a visitor's logbook. Such record includes the name and signature of visitors, the person to be visited and the purpose of the visit. The following must be strictly enforced by the guard on duty:
  - a. "No I.D., No Entry" policy;
  - b. Issuance of Visitor's Pass and Slip, in accordance with the color code per floor, for proper identification of all visitors/guests;
  - c. Inspection of all bags, packages, attaché cases and similar carry-alls being brought in or out of the building by CIIF COMPANIES personnel, visitors, guests, students and contracted services personnel only during material and localized crises such as bomb threats, coup d'état, etc.
  - d. Monitoring of personnel movements allowing CIIF COMPANIES personnel free access may go to any part of the building during office hours. Beyond office hours, no employee, unless authorized to render overtime service, may be allowed to enter or stay within the building or its premises. Employees authorized to render overtime service shall be limited to their respective work areas unless otherwise indicated in their overtime authority.

A copy of the authorization should be forwarded to the security guards on duty at the lobby at least two (2) hours before the start of overtime service for weekdays on the day before for OT service on weekends and public holidays.

- e. Enforcement of the ban on entry of lethal weapons inside office premises by requiring the deposit of firearms and other deadly weapons of visitors with the guard on duty with the corresponding permit to carry. A receipt shall be issued by the guard. A registry of firearms deposited and/or returned is maintained by the lobby guard. Such registry shall include some information as the type/caliber and make of firearms, serial numbers, licenses, authority to carry, date/time deposited/returned name of owner and name and signature of security officer on duty.
- f. Issuance of coded IDs to personnel of contracted services such as security, janitorial agencies as well as those authorized to repair any building facilities or structure. Upon entry, aforementioned personnel must register with the security guard on duty and secure their coded IDs. They may not go to any part of the building which they have not been authorized to go to and shall be subject to thorough inspection before they are allowed to enter the building as well as after completion of their transactions or business.

The canteen personnel and other food commissaries and vendors and personnel of various canteen consumers operating within CIIF COMPANIES premises as

well as their visitors and vehicles shall likewise be subject to the above-cited policy. Canteen personnel shall register with the appropriate officer and shall be issued corresponding IDs.

2. Room, building, office and vehicle/heavy equipment keys shall only be issued to authorized personnel. Safekeeping and issuance of room, building, office and vehicle/heavy equipment keys shall be the responsibility of the guard on duty.
3. Directs visitors/guards to their respective destinations.
4. Ensure that only one (1) armed closed-in security officer shall be allowed to accompany any visiting dignitary inside CIIF COMPANIES office premises.
5. Ensure that equipment to be brought out of the Building for use in meetings and conferences or for repair shall be covered by a duly approved Gate Pass. No employee may bring out any property unless it is covered by Memorandum Receipt.
6. Monitors the attendance of employees, janitorial/security personnel and reports any incident of tampering of time or any similar acts that run counter to the interest of the government. Randomly check the accuracy of employees' attendance as per Daily Time Records and logbook entry.
7. Secures the biometrics, Bundy clock and other similar devices from any attempt of destruction or sabotage that may result in inaccuracy of time appearing in the printouts.
8. Maintains orderliness and discipline among employees, contracted security and janitorial personnel at all times.

### **ROVING GUARD**

1. Monitors compliance with CIIF COMPANIES rules and regulations on the wearing of Identification Cards (ID's), smoking, gambling, drinking alcoholic beverages, loitering, unauthorized use of the compounds, facilities and biometrics.
2. Conducts periodic check (every two hours) of the security conditions in company premises and neutralizes security hazards.
3. Determines whether the door to the generator set, fire alarm control rooms, PABX/IP PBX/Server room and other secured rooms are locked.
4. Makes sure that the fire exits are open and not obstructed immediately before office hours and closed after office hours.
5. Makes sure that all appliances/equipment/lights are unplugged/turned off and faucets closed after office hours.

6. Ensures that the rest of the guards are at their posts, in proper uniforms and performing their assigned duties to protect CIIF COMPANIES properties and facilities.
7. Monitors unusual conditions and renders a written incident report thereof.
8. Renders escort services to department VIPs when they enter and exit the building. Escort services should be provided by seconded/reliever guards and not by those in their respective posts in the area.

## B. Specific Posting

### GRANEX-ILIGAN

<b>Post No. 1</b>	
MAIN GATE 6am-6pm 6pm-6am	- Ensure the recording of all incoming and outgoing vehicles' plate number, name of drivers and passenger, time in/time out and purpose of transaction.
<b>Post No. 2</b>	
DELIVERY TRUCK/PARKING AREA 6am-6pm 6pm-6am	- Assist at the copra receiving /weighing section to control the operation, to ensure that the driveway is available for use & maintain proper parking of all delivery trucks / all types of vehicles.
<b>Post No. 3</b>	
SCRAP AREA 6am-6pm 6pm-6am	- Record and monitor all activities and items covered in post for further inventory.
<b>Post No. 4</b>	
LOADING TOWER PIER 6am-6pm 6pm-6am	- Record and assist all incoming and outgoing vessels, the corresponding date and time of arrival/departure. - Check and verify the clearance to the sail out, vessel name, and signature of the approving officer.
<b>Post No. 5</b>	
UNLOADING AREA & CASH WITHDRAWAL (day shift only) 6am-6pm 6pm-6am	- Monitor and record all vessels arriving at the unloading area. - Establish procedures and assist in all cash withdrawal transactions
<b>Post No. 6 &amp; 7</b>	
SOLVENT PLANT (night shift only) 6pm-6am	- Monitor /record all activities during tour of duty for further inspection.

<b>Post No. 8</b>	
COPRA RECEIVING (night shift only) 6pm-6am	<ul style="list-style-type: none"> <li>- Conduct roving inspection to the whole area of copra receiving.</li> <li>- Assist at copra receiving / weighing area during the operation.</li> </ul>
<b>Post No. 9</b>	
TANK FARM 6am-6pm 6pm-6am	<ul style="list-style-type: none"> <li>- conduct roving inspection of the whole tank farm area.</li> </ul>
<b>Post No. 10</b>	
ADMIN OFFICE (day shift only) 6am-6pm	<ul style="list-style-type: none"> <li>- Record daily activities, monitor and secure the area during tour of duty</li> </ul>
<b>Post No. 11</b>	
GUEST HOUSE (night shift only)	<ul style="list-style-type: none"> <li>- Monitor / record all activities during tour of duty.</li> <li>- Conduct roving inspection to ensure that guests are safe and out of danger.</li> </ul>

### **IBMC – KAUSWAGAN, LANA DEL NORTE**

<b>Post No. 1</b>	
MAIN GATE 6am-6pm 6pm-6am	<ul style="list-style-type: none"> <li>- Ensure the recording of all incoming and outgoing vehicles' plate number, name of drivers and passenger, time in/time out, and purpose of transaction.</li> </ul>
<b>Post No. 2</b>	
PIER AREA (night shift only) 6pm-6am	<ul style="list-style-type: none"> <li>- Record and assist all incoming and outgoing vessels, the corresponding date and time of arrival/departure.</li> <li>- Check and verify the clearance to the sail out, vessel name, and signature of the approving officer.</li> </ul>
<b>Post No. 3</b>	
POWER HOUSE (night shift only) 6pm-6am	<ul style="list-style-type: none"> <li>- Conduct roving inspection at the whole Power house area to monitor situation of the facility.</li> <li>- Record all activities during tour of duty</li> </ul>

### **LEGOIL-ARIMBAY**

<b>Post No. 1</b>	
MAIN GATE 6am-6pm 6pm-6am	<ul style="list-style-type: none"> <li>- Ensure the recording of all incoming and outgoing vehicles' plate number, name of drivers and passenger, time in/time out, and purpose of transaction.</li> </ul>
<b>Post No. 2</b>	
PIER AREA (night	<ul style="list-style-type: none"> <li>- Record and assist all incoming and outgoing vessels, the</li> </ul>

shift only) 6pm-6am	corresponding date and time of arrival/departure. - Check and verify the clearance to the sail out, vessel name, and signature of the approving officer.
<b>Post No. 3</b>	
POWER HOUSE (night shift only) 6pm-6am	- Conduct roving inspection at the whole Power house area to monitor situation of the facility. - Record all activities during tour of duty

### LEGOIL-DAVAO

<b>Post No. 1</b>	
MAIN GATE 6am-6pm 6pm-6am	- Ensure the recording of all incoming and outgoing vehicles' plate number, name of drivers and passenger, time in/time out, and purpose of transaction.
<b>Post No. 2</b>	
PIER AREA 6am-6pm 6pm-6am	- Record and assist all incoming and outgoing vessels, the corresponding date and time of arrival/departure. - Check and verify the clearance to the sail out, vessel name, and signature of the approving officer.
<b>Post No. 3</b>	
ROVING GUARD 6am-6pm 6pm-6am	- Conduct of ocular inspection inside the whole premises and coordinate w/ the posting guard. - Received & assumed all responsibilities from the outgoing guard. - Record all activities during tour of duty

### COPRA BUYING STATION

<b>Post No. 1</b>	
MAIN ENTRANCE 6am-6pm 6pm-6am	- Ensure the recording of all incoming and outgoing vehicles' plate number, name of drivers and passenger, time in/time out, and purpose of transaction. - Assist all trucks delivery and to make sure that the driveway is available for parking
<b>Post No. 2</b>	
COPRA RECEIVING 6am-6pm	- Conduct roving inspection to whole area at copra receiving. - Assist at copra receiving / weighing area during the operation.

## **BODYGUARD DUTIES**

1. Demonstrates alertness and vigilance at all times.
2. Clears all passages, gates and immediate vicinity prior to departure, taking stock of people and activities in the area.
3. Alight first from the vehicle to survey the area for potential danger before signaling the VIP to follow.
4. Coordinates with the driver with regards to call signs/signals in cases of crisis situations that may arise.
5. Scans the area/routes continually and makes eye contact. Must be on the alert for persons who may be carrying firearms and explosives.
6. Maintains a survival state of mind.
7. Monitors constant contact with headquarters. Service radios should always be available and maintained for assistance.

## **BACKGROUND INVESTIGATION**

Conducts background investigation on applicants to be hired as requested by the Corporate Services Department at no cost.

## **COORDINATING INSTRUCTIONS**

The Security and Safety Coordinator of CIIF COMPANIES or its authorized representative will coordinate with the Security Supervisor of the Security Agency, all the incidents/emergencies taking place in their respective areas of responsibility.

### **D. STANDARD OPERATING PROCEDURES**

#### **1. PERSONNEL AND VISITOR**

- a. All CIIF OMG personnel, visitors/guests, students, and personnel of services agencies (janitorial and security) are required to wear their Identification Cards (IDs) upon entering and while inside the building.

Similarly, the policy of “**NO ID, NO ENTRY**” shall be implemented in all CIIF COMPANIES buildings/installations.

- b. During office hours, CIIF COMPANIES personnel may go to annexes of the building. Beyond office hours, no employee, unless authorized to render overtime service, may be allowed to enter, or stay within the building or its premises. The movement of employees authorized to render overtime service shall be confined to their respective work areas as well as their ingress/egress, unless otherwise indicated in their overtime authority.

Staffs who have to stay in the office beyond 8:00 p.m. on weekdays shall provide the security guard with a copy of the written authority or email instruction to do so. Stays-ins are generally not allowed unless circumstances so warrant including those who are part of the Emergency Response Team who have been trained to respond to emergency situations especially at odd hours of the day.

The cooperation of all CIIF COMPANIES personnel on the afore-stated is required to avoid friction when these are enforced. The security guards are on hand to ensure compliance to said requirement.

- c. All bags, packages, attaché cases and similar carry-alls being brought in or out of the building by CIIF COMPANIES personnel, visitors, guests, students, and contracted services personnel shall be inspected by the security guards on duty only during national or localized crisis such as when bomb threats are received by the office, coup d'etat, etc.
- d. Ensure strict compliance with COVID-19 health protocols and other pertinent health and safety measures.

## **2. VEHICLE CONTROL**

- a. The Security Officer is provided with a list of officers authorized to sign Trip Tickets including a specimen of their signatures for the guidance of the guards on duty.
- b. All CIIF COMPANIES vehicles are used only for official business and should leave the compound with the corresponding Trip Ticket. A copy of the Trip Ticket is submitted to guards on duty, who in turn will forward the report to the Safety and Security Coordinator and Admin Department.
- c. The guard on duty must record the departure and arrival of all vehicles including the names of the drivers and passengers and the condition of the vehicles in both instances.
- d. The guard must report/document any damage/loss of accessories of CIIF COMPANIES vehicles.
- e. Enforce parking guidelines.
  - i. Record time of arrival and departure of all drivers and plate number of vehicles.
  - ii. Ensure that parked cars/vehicles do not obstruct passageways.



### 3. CONTRACTED SERVICES

- a. Personnel of contracted services such as security and janitorial agencies as well as those authorized to repair any building facilities or structures must register with the security guard on duty. They are not allowed to enter any part of the company premises which they have not been authorized.
- b. The security guard on duty conducts body and bag inspection of the contracted services personnel before they are allowed to enter the company premises as well as after they have transacted/accomplished their business. These inspections are recorded by the security guard on duty in a logbook, which is submitted weekly to the CIIF COMPANIES Security and Safety Officer.
- c. Canteen personnel and other food concessionaires operating within the CIIF COMPANIES premises as well as their visitors and vehicles shall be subject to similar regulations.

### E. EQUIPMENT REQUIREMENT

#### 1. SUPPORT EQUIPMENT

EQUIPMENT	QTY/DESCRIPTION	LOCATION
a. Firearms	Fifty- two (52) units- 9mm pistol with ammos; and  Four (4) units- 12 ga. Shotgun with ammos	ALL except Head Office  Legoil- Arimbay Legoil - Davao SPMC – Batangas Granex – Iligan
b. Gun storage vault	One (1) unit	ALL except Head Office
c. Cleaning and disarm station	One (1) unit	ALL except Head Office
d. Communication Equipment	No. of units handheld	Per Station
e. Metal Detectors (handheld)	Four (4) units	Legoil- Arimbay Legoil - Davao SPMC – Batangas Granex – Iligan
f. Typewriter/Desktop Computer	Four (4) units	Legoil- Arimbay Legoil - Davao SPMC – Batangas Granex – Iligan

h. Umbrellas/Rain Coats	58 umbrellas 58 raincoats	ALL
i. Handheld digital cameras/ cellphones with camera	58 units	ALL
j. Mega phones	Four (4) units	Legoil- Arimbay Legoil - Davao SPMC – Batangas Granex – Iligan
k. Flash lights	one for each guard	ALL
l. Medical Kit	one for each guard	ALL
m. Truncheons	one for each guard	ALL
n. Riot shield	Four (4) units	Legoil- Arimbay Legoil - Davao SPMC – Batangas Granex – Iligan
o. Teargas Canisters	Four (4) units	Legoil- Arimbay Legoil - Davao SPMC – Batangas Granex – Iligan
p. Rain Boots	58 rainboots	ALL
q. Police Whistles	one (1) for each guard	ALL
r. Traffic vest	58 pcs	ALL
s. Traffic Gloves	58 pcs	ALL
t. Ostrich Mirror	Four (4) units	Legoil- Arimbay Legoil - Davao SPMC – Batangas Granex – Iligan
u. Self Defense Baton Stun Gun	Each per Guard	ALL
v. Transportation Vehicle	One (1), as needed and requested or during firearm testing	ALL

w. Motorcycle with sidecar	Four (4) units	Legoil- Arimbay Legoil - Davao SPMC – Batangas Granex – Iligan
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*For item o above (teargas canister), the winning bidder must secure clearance from the PNP-Firearms and Explosive Office (PNP-FEO) for the use of teargas.*

## **2. RESTRICTIONS ON FIREARMS**

Firearms are to be carried by the security guard only during his tour of duty while in proper uniform and within the CIIF COMPANIES premises except when he is providing escort duty in the transit of cash in/out of the premises. However, when there are demands by CIIF COMPANIES Officials for adequate protection of its officials, the security guard may be allowed to bring his issued firearms outside the CIIF COMPANIES premises under a special permit from the Chief of PNP.

## **F. ADMINISTRATIVE SANCTIONS AND PENALTIES**

### **1. In case of breach of contract**

CIIF COMPANIES have the right to rescind, terminate or abrogate its contract with the security services in any of the following instances:

- a. Gross and willful negligence on the part of the contracted agency resulting in material and financial losses to CIIF COMPANIES;
- b. Falsification of license, reports and other documents submitted;
- c. Engagement/involvement in activities that are dangerous to public safety and welfare or inimical to national security;
- d. Violation of any of the provisions of Section R.A. 5487 as amended by PD 1919.
- e. Violation of the Duties and responsibilities of the contractor as stated on in this TOR.

The VP for Corporate Services shall be responsible for the discipline of the Security Guards under him.

The Security and Safety Coordinator shall conduct spot inspections of security guards on post for the purpose of assessing individual discipline and compliance with the Implementing Rules and Regulations (IRR) of Republic Act 5487 as amended and the CIIF COMPANIES rules and regulations.

### **2. Suspension of security personnel due to incompetence**

The agency shall provide a replacement guard in order not to prejudice the interests

of its client in case of suspension of one or any of the contracted security guards provided, that the service of the substituted guard shall be good only during the period of such suspension.

The following shall constitute acts of incompetence such as, but not limited to:

- a. Those related to compliance in the wearing of uniforms;
- b. Late or failure to maintain and/or submit records/reports;
- c. All acts prejudicial to good conduct and behavior and others similar to the foregoing pursuant to existing laws, rules and regulations;
- d. Use of inappropriate uniform;
- e. Use of profane or uncouth language;
- f. Exercising the profession of security guard without first being duly licensed;
- g. Violation/offenses found during inspection of guards shall be reported to the management of the contracted security services through the DDG, CSO;
- h. Discourtesy and conduct unbecoming a security guard resulting in conflict with government employees/agency or guests in the agency assigned;
- i. Carrying personally-owned unlicensed firearms or other deadly weapons whether on duty or not;
- j. Failure to notify/call the nearest Philippine National Police (PNP) Station in case of disorders, riots or strikes
- k. Drinking alcoholic beverages and/or taking prohibited drugs while on duty;
- l. Use and/or employment of security guards for purposes of committing threats, intimidation, coercion or another crime/offense, including show of force;
- m. Issuing to guards unlicensed firearms; and
- n. Posting of unlicensed guards.

#### **G. INSTITUTIONAL ARRANGEMENT /LINKAGES**

The Security Officer shall maintain regular liaison work with the following agencies /Establishments and record of telephone numbers to facilitate communication and immediate responses whenever needed.

- Nearest PNP/military units
- Nearest Fire Department
- Nearest Hospitals
- Nearest local and civil authorities

**Conforme :** \_\_\_\_\_  
*Signature over Printed Name of Bidder/Authorized Representative*

*Section X. Checklist of Eligibility,  
Technical, and Financial  
Documents*

## ELIGIBILITY DOCUMENTS

### I. Class “A” Documents:

i.

- PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR. For procurement to be performed overseas, it shall be subject to the Guidelines to be issued by the GPPB

**OR**

- Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document, and
- Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas (*Expired Business or Mayor's permit with Official Receipt of renewal application subject to submission of Business or Mayor's permit after award of contract but before payment is allowed, per GPPB Resolution No. 09-2020*); and
- Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

ii.

- Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;

**and**

- Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the BDS.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner’s name and address;
- (ii.5) kinds of Goods;
- (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
- (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer

price index, if necessary for the purpose of meeting the SLCC requirement;

(ii.8) date of delivery; and

(ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

- iii. NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

## II. **Class "B" Document:**

- iv. If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

## TECHNICAL DOCUMENTS

- v. Bid security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:

(v.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

(v.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;

- vi. Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents;
- vii. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms;
- viii. For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

## FINANCIAL DOCUMENTS

- ix. Audited financial statements, showing, among others, the Supplier's total

and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission

- x. Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with ITB Clauses 15.1 and 15.4;
- xi. If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with ITB Clause 27, unless otherwise provided in the BDS; and
- xii. Any other document related to the financial component of the bid as stated in the BDS.