

# **PHILIPPINE BIDDING DOCUMENTS**

Republic of the Philippines

**PROCUREMENT**

**OF**

**SECURITY SERVICES FOR SAN PABLO  
MANUFACTURING CORPORATION,  
GRANEXPORT MANUFACTURING  
CORPORATION AND LEGASPI OIL  
COMPANY, INC.**

**First Edition  
May 2025**

## Preface

This Philippine Bidding Documents (PBD) for the Government of the Philippines (GoP) for the procurement of Goods through [*Competitive Bidding, Limited Source Bidding, Competitive Dialogue,<sup>1</sup> or Unsolicited Offer with Bid Matching<sup>2</sup>*] have been prepared by the GoP for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCC), government financial institutions (GFI), state universities and colleges (SUC), and local government units (LGU) and autonomous regional government use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution<sup>3</sup> in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

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

In order to simplify the preparation of the Bidding Documents for each procurement, the PBD groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; and Section VII. Technical Specifications. The forms to be used are provided in Section VIII. Philippine Bidding Document Related Forms.

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

- a) All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Project.
- b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.
- c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should not contain footnotes except Section VIII. Philippine Bidding Document Related Forms since these provide important guidance to Bidders.

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<sup>1</sup> For Second Stage of Competitive Dialogue under Section 29.4.2 of IRR of RA No. 12009.

<sup>2</sup> For Comparative or Competitive Bidding for Unsolicited Offer under Section 30.7 of IRR of RA No. 12009.

<sup>3</sup> Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

- d) The cover page should be modified as required to identify the Bidding Documents and date of issue.
- e) The Project title page should be modified as required to identify the Project title and number, name and address of the Procuring Entity.
- f) If modifications must be made to the bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy reference and completion, clauses from the PBD and SCC shall appear in bold type face on Section II. Instructions to Bidders and Section IV. General Conditions of Contract, respectively.





**Republic of the Philippines**  
***Office of the President***

COCONUT INDUSTRY INVESTMENT FUND OIL MILS GROUP (CIIF-OMG)  
PANY, INC., SAN PABLO MANUFACTURING CORPORATION, SOUTHERN LUZON COCONU  
OIL COMPANY, INC., SAN PABLO MANUFACTURING CORPORATION, ILIGAN COCONUT II



4<sup>th</sup> Floor Palacio Del Gobernador, General Luna St., Intramuros, Manila

**PROCUREMENT OF  
SECURITY SERVICES FOR SAN  
PABLO MANUFACTURING  
CORPORATION, GRANEXPORT  
MANUFACTURING  
CORPORATION AND LEGASPI  
OIL COMPANY, INC.**

[SPMC-2026-007]

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## ***Glossary of Acronyms, Terms, and Abbreviations***

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BDS – Bid Data Sheet.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

COS – Contract of Service.

CPI – Consumer Price Index.

DDP – Delivered Duty Paid.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

INCOTERMS – International Commercial Terms.

IRR – Implementing Rules and Regulations.

ITB – Instructions to Bidders.

JO – Job Order.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGU – Local Government Unit

LoC – Letter of Credit.

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous Responsive Bid.

SCC - Special Conditions of Contract.

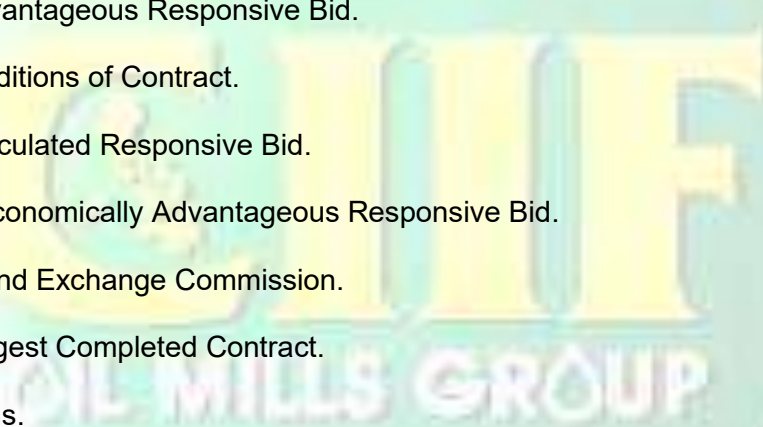
SCRB – Single Calculated Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.



## ***Definition of Terms***

**Bid** – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[c]).

**Bidder** – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[d]).

**Bidding Documents** – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective Bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR, Section 5[e]).

**Contract** – refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**Contract Price** - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

**Effective Date of the Contract** – the date indicated in the contract. However, the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed.

**Foreign-funded Procurement or Foreign-Assisted Project** – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

**Framework Agreement** – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the Bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective Bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Section 16.2).

**Goods** – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR, Section 5[n])

**MARB** – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

MEARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, and the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

Online submission – pertains to the submission of the bid for Goods and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects or Consulting Services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan.

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.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

Verified Report - 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.



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

### **Notes on the Invitation to Bid**

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- a) In line with the principle of transparency and competitiveness and to ensure the widest possible dissemination thereof, all invitations to bid shall be published continuously by the Procuring Entity for seven (7) calendar days on the PhilGEPS website, in any conspicuous place reserved for this purpose in the premises of the Procuring Entity, and in the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the Government Procurement Policy Board (GPPB), and the website prescribed by the foreign government/foreign or international financing institution, if applicable.
- b) For justifiable reasons, a Procuring Entity that cannot publish procurement opportunities on its website, social media platform, or such other channels authorized by the GPPB shall publish its Invitation to Bid, at least once, in a newspaper of general nationwide circulation;

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- a) The availability of the Bidding Documents, which shall commence on the date the Invitation to Bid is first published and continue until the deadline for submission and receipt of bids;
- b) The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c) The deadline for the submission and receipt of bids from the last day of publication of the Invitation to Bid;
- d) The procurement strategy/ies (e.g. Life Cycle Assessment and Life Cycle Cost Analysis, Subcontracting, Pooled Procurement); and
- e) The bid award criterion/criteria (e.g., the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated in the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents, particularly to the relevant information in the BDS.



Republic of the Philippines  
Office of the President



COCONUT INDUSTRY INVESTMENT FUND OIL MILLS GROUP (CIIF-OMG)

(LEGASPI OIL COMPANY, INC., SAN PABLO MANUFACTURING CORPORATION, SOUTHERN LUZON COCONUT OIL MILL, INC., CAGAYAN DE ORO OIL COMPANY, INC., SAN PABLO MANUFACTURING CORPORATION, ILIGAN COCONUT INDUSTRIES, INC.)

Invitation to Bid No. **SPMC-2026-007**  
Date of Posting: May 14, 2026

**INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION AND LEGASPI OIL COMPANY, INCORPORATED**

- 1) The *Coconut Industry Investment Fund – San Pablo Manufacturing Corporation (SPMC)*, through the *2026 Corporate Budget*<sup>4</sup> intends to apply the sum of **Twenty-One Million Nine Hundred Eighteen Thousand Seven Hundred Forty-Eight Pesos and 19/100 (P21,918,748.19)**, which is broken down as follow:

| Lots  | Particulars / Description                                                                                              | Quantity                                                                                                                                                                                                                                                     | ABC            |
|-------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Lot 1 | PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION<br>See detailed Terms of Reference as Annex "A" | SAN PABLO MANUFACTURING CORPORATION<br>Total Head Count of Security Personnel -Eleven (10)<br>to be deployed in the following areas:<br>(a) Two (2) Security Guards at Head Office (4th Floor, Palacio Del Gobernador, General Luna St., Intramuros, Manila) | P 6,222,537.78 |

<sup>4</sup> Approved Budget for the Contract (ABC) refers to the budget for the contract duly approved by the Head of the Procuring Entity (HoPE), within the authorized amount in the General Appropriations Act (GAA), continuing, and automatic appropriations, or other authorized source of funds, in the case of National Government Agencies (NGAs); the corporate operating budget approved by the governing Boards, pursuant to Executive Order (EO) No. 518, s. 1979, entitled "Establishing a Procedure for the Preparation and Approval of the Operating Budgets of Government Owned or Controlled Corporations, in the case of GOCCs, GFIs, and RA No. 8292, or the "Higher Education Modernization Act of 1997", in the case of SUCs; and the budget for the contract approved by the Sanggunian through an appropriation ordinance in the case of LGUs. For multi-year contracts, for which a Multi-Year Contractual Authority (MYCA) or an equivalent document is required, the ABC shall be the total project cost reflected in the MYCA or equivalent document (Section 5(a), RA No. 12009);

|       |                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|       |                                                                                                                                                      | <p>(b) Five (5) Security Guards at SPMC Plant (CAIP SEZ, Barangay San Antonio, San Pascual Batangas)</p> <p>(c) Two (2) Security Guards at Laguna Property (Schetellig Avenue, San Pablo, Laguna)</p> <p>(d) Two (2) Security Guards at SolCOM Plant (Mulanay, Quezon)</p> <p>See detailed Terms of Reference as Annex "A"</p>                                                                                                                                                                                                                                                                                                                |                 |
| Lot 2 | <p><b>PROVISION OF SECURITY SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION</b></p> <p>See detailed Additional Terms of Reference as Annex "A"</p> | <p><b>GRANEXPORT MANUFACTURING CORPORATION</b></p> <p>Total Head Count of Security Personnel – Twenty-Seven (27) to be deployed in the following areas:</p> <p>(a) Nineteen (19) Security Guards at Granex Plant (Kiwalan, Iligan City)</p> <p>(b) Two (2) Security Guards at IBMC (Kauswagan, Lanao Del Norte)</p> <p>(c) Buying Stations: (c1) Two (2) Security Guards at Brookes Point Palawan (MRodriguez St., Brooke's Point Palawan)</p> <p>(c2) Two (2) Security Guards at Masbate (Barangay Kinamaligan, Masbate, Masbate City)</p> <p>(c3) Two (2) Security Guards at Dumalinao (Barangay Anonang, Dumalinao, Zamboanga Del Sur)</p> | P 11,256,505.37 |

|       |                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |
|-------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|       |                                                                                                              | See detailed Additional Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                    |                |
| Lot 3 | PROVISION OF SECURITY SERVICES FOR LEGASPI OIL COMPANY, INC.<br>See detailed Terms of Reference as Annex "A" | Legaspi Oil Company, Inc<br>Total Head Count of Security Personnel - Ten (10) to be deployed in the following areas:<br>(a) Eight (8) Security Guards at Legaspi Oil Arimbay Plant (Legaspi Oil Company, Inc., Barangay 47, Arimbay, Legazpi City)<br>(b) Buying Station: (b1) Two (2) Security Guards at Maco (Purok 2 Anislagan Maco, Compostela Valley, Tagum, Davao Del Norte) See detailed Additional Terms of Reference as Annex "A" | P 4,439,705.04 |
| Total |                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                            | P21,918,748.19 |

being the Approved Budget for the Contract (ABC) to payments under the contract for **Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation and Legaspi Oil Company, Inc.** Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

- 2) The Coconut Industry Investment Fund – San Pablo Manufacturing Corporation (SPMC) now invites bids for **Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation and Legaspi Oil Company, Inc.**<sup>5</sup>. Delivery of the Goods is required on *July 15, 2026 to July 14, 2027*. Bidders should have completed, at least *five (5) years* from the date of submission and receipt of bids, contracts similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- 3) Bidding will be conducted through competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the IRR of RA No. 12009.

<sup>5</sup> A brief description of the type(s) of Goods should be provided, including quantities, location of project, and other information necessary to enable potential Bidders to decide whether or not to respond to the invitation.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4) Interested Bidders may obtain further information from *The Coconut Industry Investment Fund – San Pablo Manufacturing Corporation (SPMC)* and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM.
- 5) A complete set of Bidding Documents may be acquired by interested Bidders on *April 20, 2026* from the address given below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos (P 25,000.00):

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

- 6) *The Coconut Industry Investment Fund – San Pablo Manufacturing Corporation (SPMC)* will hold a Pre-Bid Conference on *May 22, 2026, 1:30PM* at **4F Palacio Del Gobernador, General Luna St., Intramuros, Manila** and/or through video conferencing via *Zoom Application (Meeting ID : 832 7204 5626; Passcode : 723788)*, which shall be open to prospective Bidders.
- 7) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the office address indicated below on or before **June 4, 2026, 2:00 PM**. Late bids shall not be accepted.
- 8) All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in ITB Clause 16.1.
- 9) Bid opening shall be on **June 4, 2026, 3:00 PM** through hybrid set-up. Bidders may be physically present at CIIF-OMG at the given address below and/or through video conferencing or webcasting via *Zoom Application (Meeting ID: 844 2369 7835)*. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
- 10) *The Coconut Industry Investment Fund – San Pablo Manufacturing Corporation (SPMC)* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 70<sup>6</sup> of R.A. No. 12009, without incurring any liability to the affected Bidder or Bidders.
- 11) For further information, please refer to:

Angelita G. Rapada  
BAC Secretariat  
4th Floor, Palacio Del Gobernador, General Luna St.,

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<sup>6</sup> Reservation Clause

Intramuros, Manila  
Telephone Number: (632) 8892-2927  
Email Address: **arapada@ciif.ph**

12) You may visit the following websites:

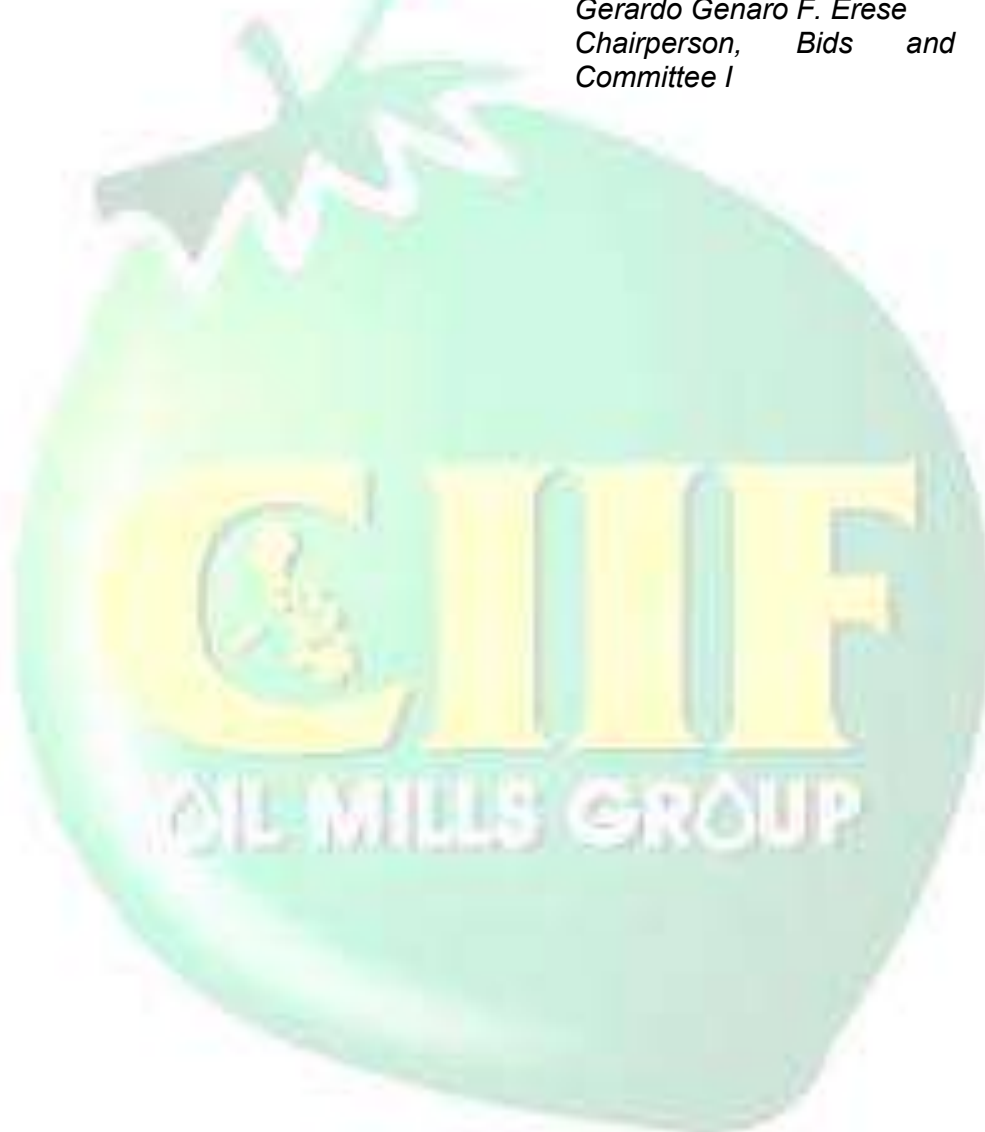
For downloading of Bidding Documents: [www.ciif.gov.ph](http://www.ciif.gov.ph)

*[Signed and issued on May 13, 2026]*

*Originally Signed*

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Gerardo Genaro F. Erese  
Chairperson, Bids and Awards  
Committee I



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

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

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

This Section contains provisions that shall not be changed or modified. Any amendment shall be reflected on Section III. Bid Data Sheet which consists of provisions that supplement, amend, or specify in detail, information or requirements included in this Section.

Matters governing performance of the Supplier, payments under the contract, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under Section IV. GCC and/or Section V. SCC. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, prudence must be exercised to avoid contradictions between clauses dealing with the same matter.



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## General

### 1) Scope of Bid

- 1.1 The Procuring Entity, named in the **BDS** invites bids for the Project with Identification Number which shall be specified in the **BDS**.
- 1.2 The Project is composed of number of lots or items as provided in the **BDS**, the details of which are described in Section VII. Technical Specifications.

### 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 this Project 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 following terms under existing laws, rules, and regulations:
    - i) “corrupt practice” means an act by which officials in the public or private sectors 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 No. 3019.
    - ii) “fraudulent practice” means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which 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

a) deliberately destroying, falsifying, altering or concealing of evidence material to administrative proceedings or investigation or making false statements to investigators in order to materially impede administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution relative to allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent the latter from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

b) 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) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited 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) and (f) below:

a) A Bidder has controlling shareholders or beneficial owners 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 legally authorized representative as that of another Bidder for purposes of this bid;

- d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process; This may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;
  - e) A Bidder 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.
  - f) 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 All Bidding Documents shall be accompanied by an omnibus sworn statement of the Bidder that it is not related, by consanguinity or affinity up to the third level, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.
- 4.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:
- a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;
  - b) In the case of partnerships, to the partnership itself and its partners;
  - c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;
  - d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person or entity who is a member of a blacklisted joint venture or consortium, are, likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and
  - e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

## 5) Eligible Bidders

- 5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Goods, the following persons shall be eligible to participate in this bidding:
- a) Duly-licensed Filipino citizens or 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 or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or 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%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA); Provided, further, that the primary purpose of each member of the JV must be similar to or related with the requirements of the project to be bid out.
- 5.2 Foreign Bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- a) When provided for under any treaty or international or executive agreement as provided in Section 4 of the IRR;
  - b) When the foreign supplier is a citizen, corporation, or association 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 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 The Bidder must have completed, within a period of ten (10) years from the submission of the bid, unless a shorter period is indicated in the Invitation to Bid and **BDS**, a Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices.

5.5 If the Procuring Entity determines that it is necessary to adopt a different SLCC requirement to ensure broader Bidder participation while establishing their technical capacity, it may allow Bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus:

- a) The Bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and
- b) The Bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

For this purpose, the Procuring Entity may clarify in the **BDS** the definition or description of what it considers to be a similar project, which must be germane to the kind, class, or genus of goods or services to be procured, guided by the principle of proportionality and fit-for-purpose approach.

5.6 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 (AFS) submitted to the BIR not earlier than two (2) years prior to date of bid submission.

For purposes of computing the foreign Bidders' NFCC, the value of the current assets and current liabilities shall be based on their latest AFS prepared in accordance with International Financial Reporting Standards.

If the 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. Provided that, if issued by a foreign bank, it shall be confirmed or authenticated by a local bank.

## **6) Bidder's Responsibilities**

6.1 The Bidder or its duly authorized representative shall submit an omnibus sworn statement, in the form prescribed in Section VIII. Philippine Bidding Document Related Forms, as required in ITB Clause 12.1(viii).

6.2 Before submitting their bids, the Bidder is deemed to be knowledgeable with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.3 The Bidder undertook the following responsibilities:

- a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

- b) Acknowledged 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;
- d) Complied with the responsibility to inquire, or secure the Supplemental Bid Bulletin(s) as provided under ITB Clause 10.4;
- e) Ensured that it is not “blacklisted” or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
- f) Ensured that each of the documents submitted in satisfaction with the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;
- g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;
- h) Ensured 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 to participate, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly-notarized Special Power of Attorney, Board, or Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR, in relation to other provisions of RA 3019;
- j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the 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 (CBA); or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers’ wages and wage-related benefits, the 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 RA No. 12009, 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 (OSHS) and correct deficiencies, if any.

In case of imminent danger, injury, or death of the worker, the Bidder undertakes to suspend contract implementation pending clearance to resume from the DOLE Regional Office, in compliance with the 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 CBA; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises.
- k) Ensured 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.
- l) Examined all instructions, forms, terms, and specifications in the Bidding Documents.
- m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of this Project; (ii) climatic conditions; (iii) transportation facilities; and (iv) other factors that may affect the cost, duration, and execution or implementation of this Project.
- n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, are correct and consistent. 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.

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

- 6.4 Further, the Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

- 6.5 Furthermore, the Bidder should be aware 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 (UN) Security Council taken under Chapter VII of the Charter of the UN.

## **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 HoPE and as stated in the **BDS**. However, the subcontracted portion shall not exceed twenty percent (20%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.
- 8.2 Subcontracting of any portion of this Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.
- 8.3 Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the Project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.
- 8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS**.

## **Contents of Bidding Documents**

## **9) Pre-Bid Conference**

- 9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2 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 and other bidding documents in the PhilGEPS.
- 9.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid. The Bidder is deemed to know any changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded, and the corresponding minutes shall be 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.

- 9.4 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 BAC of the Procuring Entity at the address or electronic mail indicated in

the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, 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 duly signed by the BAC Chairperson. It shall 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 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, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective Bidders, including those 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 accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

## **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. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or 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.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of [the] IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

### **12) Documents Comprising the Bid: Technical and Financial Components**

- 12.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:
  - i) PhilGEPS Certificate of Registration (Platinum Membership);

- ii) Statement of SLCC;
- iii) NFCC Computation or committed Line of Credit (LoC);
- iv) 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;
- v) *[if applicable]* JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;
- vi) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;
- vii) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable;
- viii) Omnibus Sworn Statement; and
- ix) 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.

12.2 The second bid envelope shall contain the following financial documents:

- a) Bid Form which includes the Bid price;
- b) Price Schedules in accordance with ITB Clause 13.1; and
- c) *[if applicable]* Certificate of Domestic Preference, in accordance with ITB Clause 25.

12.3 Whenever necessary, modifications may be made to the foregoing components specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.

12.4 All bids that exceed the ABC shall not be accepted. Unless otherwise indicated in the **BDS**, for foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:

- a) 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.
- b) 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.

- c) The Procuring Entity has trained cost estimators in estimating prices and analyzing bid variances.
- d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- e) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

### 13) Bid Prices

13.1 The Bidder shall accomplish the Price Schedule Form as prescribed by the Procuring Entity, which may include the following details:

- a) For Goods offered from within the Philippines:
  - 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 Delivery Duty Paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii) The price of other (incidental) services, if any, 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.

13.2 The Bidder shall accomplish the appropriate Price Schedule 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. The Bidder shall fill in rates and prices for all items of the Goods described in the Price Schedule, which shall be presented and computed using up to two (2) decimal places, unless otherwise indicated in the **BDS**.

13.3 If the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Price Schedule, shall be considered non-responsive and shall

be automatically disqualified. However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for.

The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), (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.

- 13.4 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.

#### **14) Bid Currencies**

- 14.1 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 Peso.
- b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the local or tradeable currency/ies accepted by the *Bangko Sentral ng Pilipinas* (BSP), as 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 published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.<sup>7</sup>

- 14.2 If so allowed in accordance with ITB Clause 14.1, 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 Peso at the foregoing exchange rates.

- 14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

#### **15) Bid Validity**

- 15.1 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.

- 15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

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<sup>7</sup> RA No. 8183, Act to assure uniform value of Philippine coin and currency

## 16) Bid Security

- 16.1 The Bidder shall at its option, submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

| Form of Bid Security                                                                                                                                                                                                                                                                                                                                                                     | Amount of Bid Security<br>(Not less than the required percentage of the ABC) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <p>a) Cash or cashier's or manager's check issued by a bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>                                                                                                                                      | Two Percent (2%)                                                             |
| <p>b) Bank draft/guarantee or irrevocable LoC issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local 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> | Five Percent (5%)                                                            |
| <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>                                                                                                                                                                                                                      | Five Percent (5%)                                                            |
| <p>d) Bid Securing Declaration</p>                                                                                                                                                                                                                                                                                                                                                       | Not Applicable                                                               |

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

- 16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.
- 16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the **BDS**, unless it has been extended. In case the Bidder is required to extend its bid validity, the Bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS**.

- 16.4 Upon signing and execution of the contract pursuant to ITB Clause 30, and the posting of the performance security pursuant to ITB Clause 31, the Bid Security of the successful Bidder will be discharged, but in no case later than its validity period as indicated in the ITB Clause 16.2.
- 16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR.
- a) if a Bidder:
- i) Withdraws its bid during the period of bid validity specified in ITB Clause 15;
  - ii) Does not accept the correction of errors pursuant to ITB Clause 26.5(b) (arithmetical error);
  - iii) Has a finding against the veracity of any of the documents submitted as stated in ITB Clause 27.2;
  - iv) Submits eligibility requirements containing false information or falsified documents;
  - v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;
  - vi) Allows the use of one's name, or uses the name of another for purposes of public bidding;
  - vii) Refuses to accept an award or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated Responsive Bid (LCRB), Most Economically Advantageous Responsive Bid (MEARB), or Most Advantageous Responsive Bid (MARB);
  - viii) Refuses or fails to post the required performance security within the prescribed time;
  - ix) Refuses 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) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor; or
  - xi) Commits other acts that tend to defeat the purpose of the competitive bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching and Limited Source Bidding, such as but not limited to 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 a winning Bidder:
  - i) Fails to sign the contract in accordance with ITB Clause 30;
  - ii) Fails to furnish performance security in accordance with ITB Clause 31; or
  - iii) Fails to enter into joint venture after the bid is declared successful, in the case of potential JV partners.

## **17) Format and Signing of Bids**

- 17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Philippine Bidding Document Related Forms on or before the deadline specified in ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, 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.
- 17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.
- 17.3 Each and every page of the Bid Form, including the Price Schedule, 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.
- 17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## **18) Sealing and Marking of Bids**

- 18.1 Bidders shall enclose their technical documents described in ITB Clause 12 in one sealed envelope marked "TECHNICAL COMPONENT", and the financial component in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".
- 18.2 The Bid as indicated in the Bidding Documents shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 18.3 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 1.1; and
  - e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 19.

- 18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

## **Submission and Opening of Bids**

### **19) Deadline for Submission of Bids**

Bids must be received by the Procuring Entity's BAC at the address indicated in the Invitation to bid, or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS**.

### **20) Late Bids**

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder's name, its representative, and the time the late bid was submitted.

### **21) Modification and Withdrawal of Bids**

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

- a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, marked as a "modification," thereof, 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.
- b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a "modification" of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

- 21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009, and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.
- 21.4 Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to 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. A bid with options shall likewise be 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.
- 21.5 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. 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.

## **22) Opening and Preliminary Examination of Bids**

- 22.1 The BAC shall open the bids in public, immediately after the deadline for 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 submitted Bids 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 on the PhilGEPS website and the website of the Procuring Entity concerned.
- 22.2 The manner of opening of the bids for Goods shall depend on the award criterion to be adopted as follows:
  - a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and
  - b) For MARB, only the technical proposals shall be opened on the same day while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS**. Only the financial proposals of the Bidders who have met the highest technical score for Most Advantageous Bid (MAB) shall be opened.
- 22.3 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.

- 22.4 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 the cost of materials.
- 22.5 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 said notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **Evaluation and Comparison of Bids**

### **23) Process to be Confidential**

- 23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in ITB Clause 24.
- 23.2 Any effort by a Bidder to influence the Procuring Entity in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bid.

### **24) 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 that is not in response to the request of the Procuring Entity shall not be considered.

### **25) Domestic Preference**

- 25.1 The Procuring Entity shall give priority and preference to Philippine products and services. The preference and priority for Philippine products shall be guaranteed at all levels of the procurement process, including raw materials, ingredients, supplies, or fixtures.
- 25.2 For a period of ten (10) years from the effectivity of RA No. 11981 or the "*Tatak Pinoy* (Proudly Filipino) Act," and for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy, the Procuring Entity is mandated to award the contract to the domestic Bidder for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy (TPS).

Domestic Bidder, for purposes of this provision, refers to any person or entity offering unmanufactured articles, materials, or supplies grown or produced in the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials,

or supplies that are or will be produced or manufactured in the Philippines, as the case may be.

- 25.3 After the said ten-year period, the domestic preference shall be subject to a margin of preference to be determined by the *Tatak Pinoy* Council which shall not be lower than fifteen percent (15%).
- 25.4 For products and services governed by the TPS, the domestic preference in procurement shall be in accordance with the IRR or guidelines issued for the *Tatak Pinoy Act*.
- 25.5 The Procuring Entity shall award the Project to the domestic Bidder if the bid is not more than twenty-five percent (25%) in excess of the lowest foreign bid. The margin of preference provided herein shall be subject to periodic review and adjustment by the GPPB, as may be necessary.
- 25.6 A Domestic Bidder can only claim preference if it secures from the appropriate agency a certification that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.
- 25.7 The preference herein established may be waived should any of the following conditions be present as provided in the **BDS**:
  - a) Where domestic production is insufficient or unavailable in the required commercial quantities;
  - b) Where the specific or desired quality is not met;
  - c) Where domestic preference will result in inconsistencies with the Philippines' obligations under treaty or international or executive agreements; or
  - d) Other analogous circumstances.

## **26) Detailed Evaluation and Comparison of Bids**

- 26.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Price Schedule.
- 26.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Bid (MEAB), and MAB.
- 26.3 The award criterion shall be determined as follows:
  - a) For LCB
    - i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
    - ii) The ranking of the total bid prices as so calculated from the lowest to the highest, where the bid with the lowest price shall be identified as the LCB.

- b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Bid (MEAB) using the following steps:
    - i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.
    - ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).
    - iii) To further promote green public procurement, the sustainability of products, or materials with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the Bidders in descending order based on the combined numerical ratings of their quality and price proposals. The Bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.
    - iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
  - c) For MAB
    - i) BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the Bidder with the highest technical rating.
    - ii) The second bid envelope of the Bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the Bidder will be disqualified.
- 26.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.
- 26.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:
- a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the **BDS**, shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and

- b) Arithmetical corrections. The BAC shall apply arithmetical corrections on computational errors and omissions to enable proper comparison of all eligible bids. Bid corrections may also be considered if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 26.6 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 LCB, MEAB, or MAB. 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**.
- 26.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. 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, whichever is applicable, as 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.
- 26.8 If so indicated pursuant to ITB Clause 1.2, bids may be submitted 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 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 26.5.
- 26.9 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

## 27) Post-Qualification

- 27.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the LCB, MEAB, or MAB as the case may be, complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12.1, and 12.2. The Bidder, within five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.

- 27.2 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, That 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.
- 27.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12.1 and 12.2, 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.
- 27.4 If the BAC determines that the Bidder with the LCB, MEAB, or MAB fails to meet the post-qualification criteria, it shall immediately notify the said Bidder in writing of its post-disqualification and the grounds for such determination.
- 27.5 Immediately after the BAC has notified the first Bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the Bidder with the second LCB, MEAB, or MAB. If the second Bidder passes the post-qualification and the request for reconsideration of the first Bidder has been denied, the second Bidder shall be post-qualified as the Bidder with the LCB, MEAB, or MAB.
- 27.6 If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next LCB, MEAB, or MAB and so on, until the LCRB, MEARB, MARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.
- 27.7 If the BAC determines that the Bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, Single Calculated Responsive Bid (SCRB), Single Economically Advantageous Responsive Bid (SEARB), or Single Advantageous Bid (SARB).
- 27.8 Within a period not exceeding ten (10) calendar days from the determination and declaration through a resolution by the BAC of the LCRB, MEARB, MARB, SCRБ, SEARB, or SARB, as the case may be, and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.
- 27.9 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Bidder with the LCRB, MEARB, MARB, SCRБ, SEARB, or SARB, as the case may be.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Bidder.

## **28) Reservation Clause**

28.1 Notwithstanding the eligibility or post-qualification of a Bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

- a) 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.
- b) 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 adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.

28.2 Based on any of 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 or influences or tends to influence the bidding process;
- b) If the BAC is found to have failed in complying with the applicable law or in following the prescribed bidding procedures; or
- c) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) 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) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

## **Award of Contract**

## **29) Contract Award**

29.1 Subject to ITB Clause 27, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

- 29.2 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, MEARB, MARB, SCRB, SEARB, or SARB, as applicable and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 29.3 Within ten (10) calendar days from receipt by the winning Bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:
- a) Submission of the following documents:
    - i) Valid JVA, if applicable; or
    - ii) The SEC Certificate of Registration of the foreign corporation, if applicable.
  - b) Posting of the performance security in accordance with ITB Clause 31; and
  - c) Signing of the contract as provided in ITB Clause 30.
- 29.4 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.

### **30) Signing of the Contract**

- 30.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall (i) post the required performance security, sign and date the contract, and return it to the Procuring Entity.
- 30.2 The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period, provided that all the documentary requirements are complied with.
- 30.3 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**.

### 31) Performance Security

- 31.1 To guarantee the faithful performance of its obligations under the contract, the winning Bidder shall post a performance security prior to the signing of the contract. Furthermore, the successful Bidder shall be required to update the performance security posted before the issuance of an amendment to order if any.
- 31.2 Sectors enumerated under Section 76.1<sup>8</sup> of the IRR may be allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS**.
- 31.3 The performance security shall be in any form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the total contract price in accordance with the following price schedule:

| Form of Performance Security                                                                                                                                                                                                                 | Amount of Performance Security<br>(Not less than the Percentage of the<br>Total Contract Price) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| a. Cash or Cashier's or Manager's check issued by a bank.<br><br><i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i> | Five percent (5%)                                                                               |
| b. Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.                                                                      |                                                                                                 |
| ii. Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.                                                                                                  | Thirty Percent (30%)                                                                            |

<sup>8</sup> Section 76.1 The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

- Farmers, as certified by the Department of Agriculture (DA);
- Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
- Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
- Solo parents as certified by the Department of Social Welfare and Development (DSWD);
- Microenterprises and social enterprises as certified by the MSMED Council;
- Startups, Spin-offs, and other forms of entity involved in Science, Technology, and Innovation (DOST), as may be applicable;
- Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
- Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

- 31.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

**32) Notice to Proceed**

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**33) Protest Mechanism**

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.



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

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

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

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

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



## Bid Data Sheet

| ITB Clause |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                |                |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------|----------------------------------------|---|----------------------------------------------------------------------------------------------------------------------------|----------------|---|----------------------------------------------------------------------------------------------------------------------------------------|-----------------|---|------------------------------------------------|----------------|
| 1.1        | <p>The Procuring Entity is <i>Coconut Industry Investment Fund – San Pablo Manufacturing Corporation</i></p> <p>The Project title is Procurement of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation and Legaspi Oil Company, Inc.</p> <p>The identification number of the Contract is <i>SPMC-2026-007</i>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                        |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                |                |
| 1.2        | The number of lot(s): <i>five (5)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                        |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                |                |
| 2          | <p>The Funding Source is:</p> <p>2.1 The GoP through the source of funding as indicated below for 2026 in the amount of <b><i>Twenty-One Million Nine Hundred Eighteen Thousand Seven Hundred Forty-Eight Pesos and 19/100 (P21,918,748.19)</i></b> which is broken down as follow:</p> <table><tr><th>Lot No.</th><th>Description</th><th>Approved Budget for the Contract (ABC)</th></tr><tr><td>1</td><td>PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION<br/><br/>See detailed Terms of Reference as Annex "A"</td><td>P 6,222,537.78</td></tr><tr><td>2</td><td>PROVISION OF SECURITY SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION<br/><br/>See detailed Additional Terms of Reference as Annex "A"</td><td>P 11,256,505.37</td></tr><tr><td>3</td><td>PROVISION OF SECURITY SERVICES FOR LEGASPI OIL</td><td>P 4,439,705.04</td></tr></table> | Lot No.                                | Description | Approved Budget for the Contract (ABC) | 1 | PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION<br><br>See detailed Terms of Reference as Annex "A" | P 6,222,537.78 | 2 | PROVISION OF SECURITY SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION<br><br>See detailed Additional Terms of Reference as Annex "A" | P 11,256,505.37 | 3 | PROVISION OF SECURITY SERVICES FOR LEGASPI OIL | P 4,439,705.04 |
| Lot No.    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Approved Budget for the Contract (ABC) |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                |                |
| 1          | PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION<br><br>See detailed Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | P 6,222,537.78                         |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                |                |
| 2          | PROVISION OF SECURITY SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION<br><br>See detailed Additional Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | P 11,256,505.37                        |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                |                |
| 3          | PROVISION OF SECURITY SERVICES FOR LEGASPI OIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | P 4,439,705.04                         |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                |                |

|      |                                                                                                                                                                                                                                                                                                |                                              |                       |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------|
|      |                                                                                                                                                                                                                                                                                                | COMPANY, INC.                                |                       |
|      |                                                                                                                                                                                                                                                                                                | See detailed Terms of Reference as Annex "A" |                       |
|      |                                                                                                                                                                                                                                                                                                | Total                                        | <b>P21,918,748.19</b> |
|      | <p>2.2 The source of funding is:<br/>GOCC and GFIs, the Corporate Operating Budget.</p>                                                                                                                                                                                                        |                                              |                       |
| 3.1  | No further instructions.                                                                                                                                                                                                                                                                       |                                              |                       |
| 5.2  | Foreign Bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.                                                                                                                                                                                            |                                              |                       |
| 5.4  | The Bidder's SLCC similar to the contract to be bid should have been completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.                                                                                                                      |                                              |                       |
| 5.5  | <p>Contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Security Services</i></li> <li>b. <i>Do not include contracts from CIIF Companies (San Pablo Manufacturing Corporation, Legaspi Oil Company, Inc. &amp; San Pablo Manufacturing</i></li> </ul>  |                                              |                       |
| 7    | No further instructions.                                                                                                                                                                                                                                                                       |                                              |                       |
| 8.1  | "Subcontracting is not allowed."                                                                                                                                                                                                                                                               |                                              |                       |
| 8.4  | "Not Applicable".                                                                                                                                                                                                                                                                              |                                              |                       |
| 9.1  | The Procuring Entity will hold a pre-bid conference for this Project on <b>May 22, 2026, 1:30PM at 4F Palacio Del Gobernador, General Luna St., Intramuros, Manila</b> and through video-conferencing/webcasting via Zoom Application ( <b>Meeting ID: 832 7204 5626; Passcode : 723788</b> ). |                                              |                       |
| 10.1 | <p>The Procuring Entity's address is:</p> <p><i>4F Palacio Del Gobernador, General Luna St., Intramuros Manila</i></p> <p><i>Angelita G. Rapada</i></p> <p><i>Head, BAC Secretariat</i></p> <p><i>0918-906-8406</i></p> <p><i>arapada@ciif.ph</i></p> <p><i>www.ciif.gov.ph</i></p>            |                                              |                       |

| 12.4        | <p>The ABC is <b><i>Twenty-One Million Nine Hundred Eighteen Thousand Seven Hundred Forty-Eight Pesos and 19/100 (P 21,918,748.19)</i></b> which is broken down as follow:</p> <table><tr><th>Lot No.</th><th>Description</th><th>Approved Budget for the Contract (ABC)</th></tr><tr><td>1</td><td>PROVISION OF SECURITY SERVICES FOR SAN PABLO<br/><br/>MANUFACTURING CORPORATION<br/><br/>See detailed Terms of Reference as Annex "A"</td><td>P6,222,537.78</td></tr><tr><td>2</td><td>PROVISION OF SECURITY SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION<br/><br/>See detailed Additional Terms of Reference as Annex "A"</td><td>P11,256,505.37</td></tr><tr><td>3</td><td>PROVISION OF SECURITY SERVICES FOR LEGASPI OIL COMPANY, INC.<br/><br/>See detailed Terms of Reference as Annex "A"</td><td>P4,439,705.04</td></tr><tr><td colspan="2">Total</td><td><b>P21,918,748.19</b></td></tr></table> <p>Any bid with a financial component exceeding the amount shall not be accepted.</p> | Lot No.                                | Description | Approved Budget for the Contract (ABC) | 1 | PROVISION OF SECURITY SERVICES FOR SAN PABLO<br><br>MANUFACTURING CORPORATION<br><br>See detailed Terms of Reference as Annex "A" | P6,222,537.78 | 2 | PROVISION OF SECURITY SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION<br><br>See detailed Additional Terms of Reference as Annex "A" | P11,256,505.37 | 3 | PROVISION OF SECURITY SERVICES FOR LEGASPI OIL COMPANY, INC.<br><br>See detailed Terms of Reference as Annex "A" | P4,439,705.04 | Total |  | <b>P21,918,748.19</b> |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------|----------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------------|---------------|---|----------------------------------------------------------------------------------------------------------------------------------------|----------------|---|------------------------------------------------------------------------------------------------------------------|---------------|-------|--|-----------------------|
| Lot No.     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Approved Budget for the Contract (ABC) |             |                                        |   |                                                                                                                                   |               |   |                                                                                                                                        |                |   |                                                                                                                  |               |       |  |                       |
| 1           | PROVISION OF SECURITY SERVICES FOR SAN PABLO<br><br>MANUFACTURING CORPORATION<br><br>See detailed Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | P6,222,537.78                          |             |                                        |   |                                                                                                                                   |               |   |                                                                                                                                        |                |   |                                                                                                                  |               |       |  |                       |
| 2           | PROVISION OF SECURITY SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION<br><br>See detailed Additional Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | P11,256,505.37                         |             |                                        |   |                                                                                                                                   |               |   |                                                                                                                                        |                |   |                                                                                                                  |               |       |  |                       |
| 3           | PROVISION OF SECURITY SERVICES FOR LEGASPI OIL COMPANY, INC.<br><br>See detailed Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | P4,439,705.04                          |             |                                        |   |                                                                                                                                   |               |   |                                                                                                                                        |                |   |                                                                                                                  |               |       |  |                       |
| Total       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>P21,918,748.19</b>                  |             |                                        |   |                                                                                                                                   |               |   |                                                                                                                                        |                |   |                                                                                                                  |               |       |  |                       |
| 13.1(a)(iv) | "No incidental services are required."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                        |             |                                        |   |                                                                                                                                   |               |   |                                                                                                                                        |                |   |                                                                                                                  |               |       |  |                       |
| 13.1(b)(i)  | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |             |                                        |   |                                                                                                                                   |               |   |                                                                                                                                        |                |   |                                                                                                                  |               |       |  |                       |
| 13.1(b)(ii) | "No incidental services are required."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                        |             |                                        |   |                                                                                                                                   |               |   |                                                                                                                                        |                |   |                                                                                                                  |               |       |  |                       |
| 13.2        | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |             |                                        |   |                                                                                                                                   |               |   |                                                                                                                                        |                |   |                                                                                                                  |               |       |  |                       |

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14.1(b)    | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 14.3       | Payment shall be made in <i>Peso</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 15.1       | Bids will be valid for <i>[One Hundred Twenty (120) days from bid opening. Or valid until <b><u>October 2, 2026</u></b></i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 16.1       | <p>The Bid Security shall be in the form of a Bid Securing Declaration, <b><u>OR</u></b> any of the following:</p> <ol style="list-style-type: none"> <li>1) The amount of not less than <b><u>P438,374.96</u></b> <i>[2% of ABC to be bid]</i>, if bid security is in manager's check;</li> <li>2) The amount of not less than <b><u>P1,095,937.41</u></b> <i>[5% of ABC to be bid]</i> if bid security is Surety Bond.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 16.2       | The Bid Security shall be valid until <i>October 2, 2026</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16.3       | "Substitution of the bid security is not allowed."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 19         | <p>The address for the submission of Bids is:</p> <p><b><i>4<sup>th</sup> Floor Palacio Del Gobernador, General Luna St., Intramuros Manila.</i></b></p> <p>The deadline for the submission of Bids is on <b><i>June 4, 2026 at 2:00 PM.</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 22.1       | <p>The place of the bid opening is:</p> <p><b><i>4<sup>th</sup> Floor Palacio Del Gobernador, General Luna St., Intramuros Manila.</i></b></p> <p>The date and time of bid opening is on <b><i>June 4, 2026 at 3:00 PM.</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 22.2(b)    | "Not applicable".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 25.7       | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 26.3(b)(i) | <p>The quality component shall be assessed on the basis of criteria with corresponding numerical weights, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following:</p> <ol style="list-style-type: none"> <li>a) Quality and technical merit, including technical competence and a credible track record;</li> <li>b) Aesthetic and functional design and characteristics;</li> <li>c) Approach and methodology;</li> <li>d) Accessibility;</li> <li>e) Tools and equipment;</li> <li>f) Social, environmental, economic, and innovative characteristics;</li> <li>g) Organization, qualification, and experience of employees or staff assigned to perform the contract;</li> <li>h) Ongoing contracts and work commitments;</li> <li>i) After-sales service and technical assistance;</li> <li>j) Delivery conditions, such as delivery period and delivery process;</li> <li>k) Disposal measures; or</li> </ol> |

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              | l) Other relevant criteria in relation to the subject Goods or Infrastructure Projects to be procured.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 26.3(b)(iii) | "Not applicable."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 26.3(c)(i)   | "Not applicable."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 26.5(a)      | <p>"Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further 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> <p><i>[Insert grouping of lots]</i></p> <p><b>Grouping and Evaluation of Lots –</b></p> <p><i>Lots should be formed of similar items that are likely to attract the maximum competition. A lot is the quantity and number of items that will be included in a single contract. For example:</i></p> <p><i>Option 1 – Each item to be evaluated and compared with other Bids separately and recommended for contract award separately.</i></p> <p><i>Option 2 - All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i></p> <p><i>Option 3 - Similar items, to be grouped together to form several lots that shall be evaluated and awarded as separate contracts.</i></p> |
| 26.5(b)      | "Arithmetical correction is allowed."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 26.6         | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 27.1         | "No additional requirements."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 30.3(f)      | "No additional requirements."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 31.2         | "Not applicable"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 31.3         | <p>The Performance Security shall be in the form: <i>[choose one from any of the following:]</i></p> <ol style="list-style-type: none"> <li>1) The amount of not less than _____ <i>[5% of the total contract price]</i>, if performance security is in manager's check;</li> <li>2) The amount of not less than _____ <i>[30% of ABC to be bid]</i> if bid security is Surety Bond.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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

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

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

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



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## 1) General Terms

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

- a) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- c) The "Funding Source" means the organization named in the SCC.
- d) "The Project Site" where applicable, means the place or places named in the SCC.

## 2) Corrupt, Fraudulent, Collusive, and Coercive Practices

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. Further the Funding Source, 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 ITB Clause 3.1(a).

## 3) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

## 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 or electronic mail, to such Party at the address specified in the SCC, which shall be effective when delivered and duly received, as may be applicable.
- 5.2 A Party may change its address upon notice pursuant to the provisions listed in the SCC.

## 6) Scope of Contract

- 6.1 The Goods 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 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements.
- a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:
    - i) The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and
    - ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the Project, as determined by the Procuring Entity.
  - b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;
  - c) Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;
  - d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;
  - e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

- f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:
  - i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and
  - ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

## **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 may 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 the Scope of Contract.

## **9) Prices**

- 9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.
- 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, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC** Clause 28.

## **10) Advance Payment**

- 10.1 For Goods sourced from within the Philippines, advance payments may be made as follows:
  - a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a Procuring Entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) lease of office space;
  - b) Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities; and
  - c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within

sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- a) Upon Contract Signing: 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. PBD Related Forms.
- b) Upon 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) Upon 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.

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

## 11) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been 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 the Contract.

11.2 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 rendered, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

## **12) Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license and permit 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 Clauses 31.2 and 31.3.

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 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, 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, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. 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 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon 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. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

## **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, other than that specified under Item 16.3 below. 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 cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.
- 16.3 The Procuring Entity or its designated representative shall be allowed 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 shall reject the Goods or any part thereof that fail 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. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.
- 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 to the said test and/or inspection, 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 with 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 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:
- a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or
  - b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or
  - c) Other such amount, if so specified in the **SCC**.
- 17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; 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.
- 17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.
- 17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, 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 other applicable laws.

## **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 encounters conditions that may impede the 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 23, the Procuring Entity shall evaluate the situation and, if warranted, 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 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

## **19) Liquidated Damages**

- 19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed

goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

- 19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
- 19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

## **20) Settlement of Disputes**

- 20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.
- 20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.
- If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC**.
- 20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of ADR which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the other Party, 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.
- 20.5 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.
- 20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

## **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 repair or replacement of the defective Goods.

## **22) Termination for Breach of Contract**

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

## **23) Termination Due to Force Majeure**

- 23.1 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 as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s 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.
- 23.2 The Procuring Entity may terminate this Contract and impose liquidated damages 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, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.
- 23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure*, provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure*.
- 23.4 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, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

## **24) Termination for Convenience**

24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

- a) When 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;
- b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;
- c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or
- d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed 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 thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

- a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; 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) Termination for Unlawful Acts**

25.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier, including any joint venture partner therein, 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, collusive, and coercive practices as defined in ITB Clause 3.1;
- 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.

## 26) Procedures for Termination of Contracts

26.1 The following provisions shall govern the procedures for termination of this Contract:

- a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.
- b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:
  - i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds 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 the contract should not be terminated; and
  - iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

- c) **Show Cause** - 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 the 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 the contract.
- d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, 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.
- e) **Decision** - 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 the contract. It shall serve a a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.
- f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

- g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.
- h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery 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 or ready for delivery, the Procuring Entity may elect:
  - i) To have any portion delivered or performed and paid at the contract terms and prices; or
  - ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

## **27) Assignment of Rights**

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

## **28) Amendment to Order**

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

## **29) Application**

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

## ***Section V. Special Conditions of Contract***

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

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

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

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

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



## Special Conditions of Contract

| GCC Clause |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                                                                                  |                |       |  |                       |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------|----------------------------------------|---|----------------------------------------------------------------------------------------------------------------------------|----------------|---|----------------------------------------------------------------------------------------------------------------------------------------|-----------------|---|------------------------------------------------------------------------------------------------------------------|----------------|-------|--|-----------------------|
| 1(a)       | The Procuring Entity is <i>Coconut Industry Investment Fund – San Pablo Manufacturing Corporation</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                        |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                                                                                  |                |       |  |                       |
| 1(b)       | The Supplier is <i>[to be inserted at the time of contract award]</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                        |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                                                                                  |                |       |  |                       |
| 1(c)       | <p>The Funding Source is:</p> <p>2.1 The GoP through the source of funding as indicated below for 2026 in the amount of <b>TWENTY-ONE MILLION NINE HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED FORTY-EIGHT PESOS AND 19/100 (P21,918,748.19)</b> which is broken down as follow:</p> <table><tr><th>Lot No.</th><th>Description</th><th>Approved Budget for the Contract (ABC)</th></tr><tr><td>1</td><td>PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION<br/><br/>See detailed Terms of Reference as Annex "A"</td><td>P 6,222,537.78</td></tr><tr><td>2</td><td>PROVISION OF SECURITY SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION<br/><br/>See detailed Additional Terms of Reference as Annex "A"</td><td>P 11,256,505.37</td></tr><tr><td>3</td><td>PROVISION OF SECURITY SERVICES FOR LEGASPI OIL COMPANY, INC.<br/><br/>See detailed Terms of Reference as Annex "A"</td><td>P 4,439,705.04</td></tr><tr><td colspan="2">Total</td><td><b>P21,918,748.19</b></td></tr></table> <p>2.2 The source of funding is:</p> | Lot No.                                | Description | Approved Budget for the Contract (ABC) | 1 | PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION<br><br>See detailed Terms of Reference as Annex "A" | P 6,222,537.78 | 2 | PROVISION OF SECURITY SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION<br><br>See detailed Additional Terms of Reference as Annex "A" | P 11,256,505.37 | 3 | PROVISION OF SECURITY SERVICES FOR LEGASPI OIL COMPANY, INC.<br><br>See detailed Terms of Reference as Annex "A" | P 4,439,705.04 | Total |  | <b>P21,918,748.19</b> |
| Lot No.    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Approved Budget for the Contract (ABC) |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                                                                                  |                |       |  |                       |
| 1          | PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION<br><br>See detailed Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | P 6,222,537.78                         |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                                                                                  |                |       |  |                       |
| 2          | PROVISION OF SECURITY SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION<br><br>See detailed Additional Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | P 11,256,505.37                        |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                                                                                  |                |       |  |                       |
| 3          | PROVISION OF SECURITY SERVICES FOR LEGASPI OIL COMPANY, INC.<br><br>See detailed Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | P 4,439,705.04                         |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                                                                                  |                |       |  |                       |
| Total      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>P21,918,748.19</b>                  |             |                                        |   |                                                                                                                            |                |   |                                                                                                                                        |                 |   |                                                                                                                  |                |       |  |                       |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | a) GOCC and GFIs, the Corporate Operating Budget.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1(d) | <p>The Project Sites are:</p> <ul style="list-style-type: none"> <li>a) <i>San Pablo Manufacturing Corporation, CocoChem Agro Industrial Park – Special Economic Zone (CAIP SEZ) Barangay San Antonio, San Pascual Batangas;</i></li> <li>b) <i>Granexport Manufacturing Corporation, Clif Agro Industrial Park – Special Economic Zone (CAIP-SEZ) Kiwalan, Iligan City.</i></li> <li>c) <i>Legaspi Oil Company, Inc. Barangay 47, Arimbay, Legazpi City</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2    | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5.1  | <p>The Procuring Entity's address for Notices is:</p> <p><i>4<sup>th</sup> Floor Palacio Del Gobernador, General Luna St., Intramuros, Manila,</i></p> <p><i>Contact Person : Kirk Vincent Baldomero</i></p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number].</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5.2  | No further instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 6.2  | <p><b>DURATION OF CONTRACT</b></p> <p>The Security Service Provider shall undertake Security Services as herein mentioned, covering the period from July 15, 2026 to July 14, 2027 (renewable for 1 year subject to performance evaluation of the Security Service Provider)</p> <p>Delivery of the Goods (i.e., Security Services, supplies and equipment) shall be made by the Service Provider in accordance with the terms specified in Section VI. Schedule of Requirements.</p> <p>Additional requirements for the completion of this Contract shall be:</p> <p><i>See detailed Additional Terms of Reference as Annex "A"</i></p> <p>For purposes of this clause, the Procuring Entities representative are: HQ – Haidee Lynn Rodriguez (09690548636)</p> <p>San Pablo Manufacturing Plant / Laguna Property - AILYN CANIEDO (0943 1281303)</p> <p>Granexport Manufacturing Plant – ALDREN REY AMOD (0917 7161699)</p> <p>Buying Stations - Wesly Lorenzo O. Macayan (09190695216)</p> <p>Legaspi Oil Inc. Arimbay Plant – PRINCESS AREVALO (0919 0695351)</p> |

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | <p>Incidental Services -</p> <ul style="list-style-type: none"> <li>a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e) Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f) The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</li> </ul> |
| 10.3    | <p>No partial payment is allowed</p> <p>See detailed Additional Terms of Reference as Annex "A"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11.4    | "Not applicable"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 11.5    | "Payment using LoC is not allowed."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 13.4(c) | "No further instructions".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 16.1    | <p>The inspections and tests that will be conducted are:</p> <p><b>A. <u>Inspection and Tests</u></b></p> <ul style="list-style-type: none"> <li>i. The Procuring Entity's authorized representative shall inspect the liaison office, firearms, ammunitions, mobility, communication equipment, supplies, paraphernalia's and other related items issued by the PSA/Security Provider to its Security Officers/Guards upon actual posting and at such other times as the Procuring Entity may deem appropriate;</li> <li>ii. The Procuring Entity's authorized representative shall, at any time, inspect PSA/Security Provider Officers/Guards during the performance of their duties to ensure the safety and security of the Procuring Entity's Assets, Plant/facilities including its employees.</li> <li>iii. This right to inspect shall not relieve the PSA/Security Provider from full responsibility for the adequate security and protection of the CIIF COMPANIES' Plant/facilities and the contents thereof, or absolve the</li> </ul>                        |

PSA/Security Provider from liability for all acts or omissions of its guards. The PSA/Security Provider is required to send official representatives during inspections or inventory-taking in CIIF COMPANIES' Plant/facilities;

- iv. Whenever necessary and as requested by the Procuring Entity, the PSA/Security Provider consents and agrees to make available for examination, its Financial Statements, PNP-SOSIA permit to operate, detachment logbooks, time records and such other papers as may be deemed necessary or appropriate;

#### **B. MONITORING AND EVALUATION**

- i. The Performance of the PSA/Security Provider will be evaluated quarterly by the Procuring Entity's authorized representative based on the quality of work and its compliance with the terms and conditions of the Contract. The Quarterly Security Performance Evaluation and Inspection Review will be conducted by the Asset Management Division together with the HR Division to assess the performance of the PSA/Security Provider in terms of Contract Compliance, Manpower Requirements, Supplies & Equipment Inspection, Personnel/Work Performance and other related requirement which will form part of the Performance Review of the PSA/Security Provider;
- ii. Firearms, vehicles/motorcycles, handheld radios & other equipment shall be inspected daily by the Procuring Entity's authorized representative to determine its compliance with the contract and TOR;
- iii. The PSA/Security Provider shall maintain at least "SATISFACTORY" level of performance throughout the term of the Contract based on the Procuring Entity's Performance Evaluation Assessment;
- iv. Before the end of the contract period, Procuring Entity's authorized representative shall conduct an assessment or evaluation of the performance of the PSA/Security Provider based on the said Performance Criteria;
- v. The Procuring Entity's authorized representatives shall be composed of representatives from Asset Management Division and Human Resources Division. They shall conduct the monitoring of the Private Security Agency's Performance and deficiencies after every quarter of the year. Report on the findings of the Committee shall be submitted to the Management Committee;
- vi. Based on the Performance Assessment, Procuring Entity may cause the termination process of the Contract for failure of the PSA/Security Provider to perform its obligations thereon following the procedure prescribed under the "Guidelines of Termination of Contracts" issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.

See detailed Additional Terms of Reference as Annex "A"

17.3

The PSA's/Security Provider's warranties are:

- i. The PSA/Security Provider warrants that the security personnel assigned to CIIF COMPANIES' plant/facilities are:
  1. Duly trained and licensed to act as Security Officers/Guards (Detachment Commander/Head Guard and Shift-In-Charge), to bear firearms, and to perform their duties under the Contract;
  2. Competent, efficient, reliable, physically and mentally fit based on valid and current medical and neuro-psychiatric evaluation/clearance, of good moral character and without criminal or other derogatory record based on valid and current clearances issued by the National Bureau of Investigation, the Philippine National Police, the Barangay where the security guard resides, as well as the Police Department, the Office of the Prosecutor, the Regional Trial Court. and the Metropolitan Trial Court or other first-level trial court, of the City or Municipality where the security guard resides;
  3. Have been tested negative for use of any prohibited drug;
  4. Sufficiently knowledgeable of the use and nature of the weapons, ammunitions, devices, equipment, vehicle and other security paraphernalia;
  5. Will abide by the Procuring Entity's rules and regulations.
- ii. The PSA/Security Provider also warrants that the firearms and ammunitions issued to its security personnel are duly licensed as required by law, and that the said firearms and ammunitions, as well as all mobility, communication equipment, supplies and other related items provided by the PSA/Security Provider to its security personnel, are serviceable and dependable;
- iii. The PSA/Security Provider likewise warrants that it shall comply with its obligations as employer of the security guards under labor laws, rules and regulations, and shall hold the SPMC free from any liability to them. The PSA/Security Provider shall assume full responsibility for the payment of compensation, salaries, wages, and other benefits of its security personnel, including benefits for any personal injuries, including death which may be sustained in the performance of security services to SPMC plant/facilities; and
- iv. The PSA/Security Provider further warrants that it shall be responsible for any loss or damage that may be suffered by the CIIF COMPANIES' Plant/facilities . or its properties due to the

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | <p>willful act and/or negligence of its employees in the performance of their duties. The PSA/Security Provider shall likewise assume full responsibility for any loss of or damage to any property, and for any personal injury, including death of any person that may be caused by the act, willful omission or negligence of its security personnel assigned to the CIIF COMPANIES' plant/facilities.</p> <p>See detailed Additional Terms of Reference as Annex "A"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 20.2 | <p>This Contract shall be valid and binding upon the Parties, their heirs, assigns, executors, and successors-in-interest. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Contract, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". The parties may also resort to other alternative modes of dispute resolution.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 21.1 | <p><b>Liability of the Supplier</b></p> <p>When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.</p> <p>The PSA/Security Provider shall be responsible for any loss or damage that may be suffered by the CIIF COMPANIES' Plant/facilities to PSA's/Security Provider's willful act or negligence or violation of the Contract, or due to the willful act or negligence/carelessness of its Security Guards and Supervisors in the performance of their duties. In such event, and at the sole discretion of the Procuring Entity, lost or damaged to CIIF COMPANIES' properties within the AOR's shall be replaced based on the Fair Market Value (FMV) of said CIIF COMPANIES' properties. FMV shall mean the current appraised value of the relevant property as determined by the Procuring Entity u based on an in-house or third-party appraisal. The Procuring Entity shall have the prerogative to suspend payments due to the PSA/Security Provider under the Contract, pending result of final investigation of the loss or damage,</p> |

without prejudice to other legal remedies available to the Procuring Entity. Upon receipt of the result of investigation and due notice to the PSA/Security Provider, any loss or damage to Procuring Entity properties be found to have been caused by the fault or negligence of the Security Guards, Supervisors and/or the PSA/Security Provider itself, the PSA authorizes the Procuring Entity to deduct from any payments due to the PSA/Security Provider under the Contract, the corresponding FMV of the property that was lost or damaged, and to forfeit the Performance Security, without prejudice to other legal remedies available to the Procuring Entity;

ii. In cases of encroachment upon CIIF COMPANIES' Plant/facilities by illegal settlers, the Procuring Entity shall have the prerogative to withhold payments due to the PSA/Security Provider from its security billings under the contract, and to forfeit its Performance Security, without prejudice to other legal remedies available to the Procuring Entity under the contract and applicable laws. The amount withheld shall be released only upon the PSA's/Security Provider's eviction of the illegal settlers or upon the complete resolution of the illegal settlement or encroachment issue as may be determined by the Procuring Entity. However, in the event that the PSA/Security Provider fails to resolve such illegal settlement or encroachment issue after a reasonable period, and it no longer manifests interest in resolving the same, SPMC shall, upon prior written notice, have the prerogative to declare the PSA/Security Provider in default and the withheld amount shall be recovered by the Procuring Entity. In no case, however, shall the forfeited Performance Security be returned to the PSA/Security Provider. In the event of such forfeiture, the PSA/Security Provider shall provide the Procuring Entity with a new Performance Security in accordance with the IRR of RA 12009 and the BDS as security for the faithful performance by the PSA/Security Provider of any and all its obligations under the contract, and to cover any loss, damage or injury suffered by the Procuring Entity or for which the PSA/Security Provider may be made liable under the terms of the contract. Failure by the PSA/Security Provider to provide SPMC with a new or replacement Performance Security shall entitle the Procuring Entity to terminate the contract;

iii. The PSA/Security Provider shall assume full responsibility for any loss of or damage to any property, and for any personal injury, including death, of any person, that may be caused by act, willful omission or gross negligence of its security personnel assigned to AOR's; and

iv. The PSA/Security Provider shall hold the Procuring Entity free and harmless from any and all liabilities or claims for loss or damage to property or for personal injury, including death, which the Procuring Entity, its officials, employees and

|  |                                                                                                                                                                 |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>personnel or third persons may suffer by reason of the performance or nonperformance of the obligations of the PSA/Security Provider under the Contract.</p> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |                                                                |
|--|----------------------------------------------------------------|
|  | <p>See detailed Additional Terms of Reference as Annex "A"</p> |
|--|----------------------------------------------------------------|



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

The delivery schedule, expressed in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered to the project site.

| Item Number | Description                                                                                                                       | Quantity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Delivered, Weeks/Months |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Lot 1       | <p>PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION</p> <p>See detailed Terms of Reference as Annex "A"</p> | <p>SAN PABLO MANUFACTURING CORPORATION</p> <p>Total Head Count of Security Personnel -Eleven (11)</p> <p>to be deployed in the following areas:</p> <p>(a) Two (2) Security Guards at Head Office (4th Floor, Palacio Del Gobernador, General Luna St., Intramuros, Manila</p> <p>(b) Five (5) Security Guards at SPMC Plant (CAIP SEZ,Barangay San Antonio, San PascualBatangas)</p> <p>(c) Two (2) Security Guards at Laguna Property (Schetellig Avenue, San Pablo, Laguna)</p> <p>(d) Two (2) Security Guards at SolCom Plant (Mulanay, Quezon)</p> <p>See detailed Terms ofReference as Annex"A"</p> | 15 July 2026            |
| Lot 2       | <p>PROVISION OF SECURITY SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION</p>                                                    | <p>GRANEXPORT MANUFACTURING CORPORATION</p> <p>Total Head Count of Security Personnel – Twenty-Seven (27) to be deployed in the following areas:</p> <p>(a) Nineteen (19)Security Guards at Granex Plant (Kiwalan, Iligan City)</p> <p>(b) Two (2) Security Guards at IBMC (Kauswagan, Lanao Del Norte)</p> <p>(c) Buying Stations:</p>                                                                                                                                                                                                                                                                   | 15 July 2026            |

|       |                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                              |              |
|-------|------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
|       |                                                                                                                  | (c1) Two (2) Security Guards at Brookes Point Palawan (M Rodriguez St., Brooke's Point Palawan)<br><br>(c2) Two (2) Security Guards at Masbate (Barangay Kinamaligan, Masbate, Masbate City)<br><br>(c3) Two (2) Security Guards at Surigao<br><br>See detailed Additional Terms of Reference as Annex "A"                                                                                                                                   |              |
| Lot 3 | PROVISION OF SECURITY SERVICES FOR LEGASPI OIL COMPANY, INC.<br><br>See detailed Terms of Reference as Annex "A" | Legaspi Oil Company, Inc<br><br>Total Head Count of Security Personnel - Ten (10) to be in the following areas:<br>(a) Eight (8) Security Guards at Legaspi Oil Arimbay Plant (Legaspi Oil Company, Inc., Barangay 47, Arimbay, Legaspi City)<br>(b) Buying Stations:<br>(b1) Two (2) Security Guards at Maco (Purok 2 Anislagan Maco, Compostela Valley, Tagum, Davao Del Norte)<br>See detailed Additional Terms of Reference as Annex "A" | 15 July 2026 |

**I hereby certify to comply and deliver all the above requirements.**

**Name of Company/Bidder**

**Signature over Printer  
Name of Representative**

**Date**

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

### **Notes for Preparing the Technical Specifications**

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

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

Prudence must be exercised in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable.

The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications:

#### **Sample Clause: Equivalency of Standards and Codes**

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

Reference to brand name shall not be allowed except for reasons of technical compatibility, interoperability, servicing, maintenance, or preservation of supplier warranty in order to keep the performance, functionality, and useful life of the equipment, in which case, the Procuring Entity shall indicate the reasons or justifications for availing of the exception as

part of the Technical Specifications, Scope of Work, or Terms of Reference, as the case may be.

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

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



## Technical Specifications

**Bidders must state “Comply” or “Not Comply” for each specification and provide the corresponding performance parameters for offered equipment.** Each response must be supported by a clear documentary support in the bid and properly cross-referenced. Acceptable evidence includes unaltered manufacturer sales brochures, official specification sheets, product samples, independent test results, and similar documents.

Claims should be backed by documentary support. If the evidence contradicts the claim, the bid may be rejected. Any false statement—whether in the compliance form or supporting documents—found during evaluation, post-qualification, or contract implementation may be considered fraudulent in accordance with ITB Clause 3.1(a)(ii) and without prejudice to the imposition of appropriate administrative, civil, and criminal penalty in accordance with law.

| Item                                                                                                                                                                                                                                | Specification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Statement of Compliance<br><br><i>State either<br/>“Comply” or<br/>“Not Comply”</i> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Lot 1                                                                                                                                                                                                                               | See detailed Additional Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                     |
| Lot 2                                                                                                                                                                                                                               | See detailed Additional Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                     |
| Lot 3                                                                                                                                                                                                                               | See detailed Additional Terms of Reference as Annex "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                     |
| <b>DOCUMENTARY REQUIREMENTS</b><br><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> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                     |
|                                                                                                                                                                                                                                     | <ol style="list-style-type: none"> <li>1. Notarized Authority of the signing official/authorized representative of the bidder (Special Power of Attorney and Secretary's Certificate);</li> <li>2. Certificate of Pending/No Pending Labor Standard Violations/Cases or Clearance issued by the NLRC and DOLE having jurisdiction over the principal office address of the prospective bidder issued within six (6) months from the date of bid opening;</li> <li>3. Certificate of membership in the Philippine Association of Detective and Protective Operators Inc. (PADPAO);</li> <li>4. Certified True Copy of A valid and current (Not</li> </ol> |                                                                                     |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <p>Provisional) “License to Operate (LTO)” issued by Philippine National Police, Supervisory Office for Security Investigation Agency (PNP-SOSIA);</p> <ol style="list-style-type: none"> <li>5. Certified True Copy of Clearance of No Derogatory Record/Certificate of No Pending Case as Private Security Agency issued by PNP-SOSIA, which shall be valid during the submission and opening of bids;</li> <li>6. Bidder’s Company Profile and Organizational Structure of Private Security Agencies indicating the names of its Key Agency Officers;</li> <li>7. Notarized Certificate of Satisfactory Performance from at least Three (3) previous clients for the last Three (3) years, signed by the client's authorized representative;</li> <li>8. Latest Monthly Disposition Report (MDR) stamped received by PNP-SOSIA (3 consecutive months prior to the submission and opening of bid);</li> <li>9. Certificate of Availability of the required Firearms to be supplied by the Private Security Agency (For firearms not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required firearms if awarded the contract);</li> <li>10. Certificate of Availability of the required Communication Equipment to be supplied by the Private Security Agency (For communication equipment not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required communication equipment if awarded the contract);</li> <li>11. Certificate of Availability of the required vehicles to be supplied by the Private Security Agency (For vehicle/s not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required vehicle/s if awarded the contract);</li> <li>12. Certificate of Availability of the required Other Supplies/ Equipment/Paraphernalia to be supplied by the Private Security Agency (For Other supplies/Equipment/Paraphernalia not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required Other supplies/Equipment/Paraphernalia if awarded the contract);</li> </ol> |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <p>13. Home Development and Mutual Fund (HDMF/Pag-IBIG) and Philippine Health Insurance Commission (PhilHealth) Clearance and/or Certificate issued within three (3) months from date of the opening of bids, issued by the appropriate government agency where the principal place of business of the prospective bidder is located;</p> <p>14. Proof of premium payments of Social Security System (SSS) within three (3) months from the date of the opening of bids issued by the appropriate government agency where the principal place of business of the prospective bidder is located;</p> <p>15. Procuring Entity's Security Plan signed by the bidder on all pages;</p> <p><u>16.</u> Original Copy of Bank Guarantee or Cash Deposit Certificate of not less than Two Million Pesos (P2,000,000);</p> <p><u>17.</u> Certification/Proof of existence of Retirement Trust Fund in accordance with DOLE Department Order No. 150-16 series of 2016.</p> |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

**I hereby certify to comply with all the above Technical Specifications.**

|                                     |                                                                |                   |
|-------------------------------------|----------------------------------------------------------------|-------------------|
| <hr/> <b>Name of Company/Bidder</b> | <hr/> <b>Signature over Printer<br/>Name of Representative</b> | <hr/> <b>Date</b> |
|-------------------------------------|----------------------------------------------------------------|-------------------|

## ***Section VIII. Philippine Bidding Document Related Forms***

### **Notes to the Philippine Bidding Document Related Forms**

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with ITB Clause 13 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring Entity, pursuant to ITB Clause 16.

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

The **Omnibus Sworn Statement** must be completed by all Bidders in accordance with ITB Clause 4.2. Failure to submit it with the Bid shall result in the rejection of the Bid and the Bidder's disqualification.

The **Performance Securing Declaration, if allowed and Bank Guarantee Form for Advance Payment** shall be completed only by the successful Bidder in accordance with one of the forms indicated herein by the Procuring Entity, and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

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## Bid Form for Procurement of Goods

**[Note: The duly accomplished form shall be submitted with the Bid]**

### BID FORM

Date: \_\_\_\_\_

Project Identification No: \_\_\_\_\_

To: (name and address of Procuring Entity)

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 to (name of Procuring Entity), our services for the project, Procurement of Security Services , in conformity with the said Bidding Documents for the sum of Php \_\_\_\_\_ (in words and in figures) with the discount of Php \_\_\_\_\_ (in words and in figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

| Project Name: Provision of Security Services for: | Bid (in words) | Bid (in Php) |
|---------------------------------------------------|----------------|--------------|
| San Pablo Manufacturing Corporation               |                |              |
| Granexport Manufacturing Corporation              |                |              |
| Legaspi Oil Company, Inc.                         |                |              |
| <b>Total Bid</b>                                  |                |              |

(Note: Total bid price must be equivalent to column 10 of Price Schedule under Annex “B” and inclusive of all applicable government taxes))

- a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project [Project Title];
- b) Select one, delete the other
  - I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
  - I/We offer to execute the Works for this Contract in accordance with the PBD;
- c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*
- d) The discounts offered and the methodology for their application, if any, are: *[insert information]*; or indicate N/A if no discount offered
- e) The total bid price in words and figures, after applying the applicable discount, includes the cost of all taxes, such as, but not limited to *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized in the *[Select one, delete the other: the Price Schedules/ Detailed Estimates]*.
- f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;
- g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under

the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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 the Bidder.

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

I/We certify/confirm that we comply with the eligibility requirements pursuant to the PBD.

The undersigned is authorized to submit the bid on behalf of [Name of the Bidder] as evidenced by the attached [State the Written Authority].

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

Duly authorized to sign the Bid for and behalf of:

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_



## ANNEX “B1”

| Location                                                       | SPMC (HEAD OFFICE) | SPMC (BAUAN)   | SPMC (LAGUNA)  |
|----------------------------------------------------------------|--------------------|----------------|----------------|
| No. of Personnel                                               | 2                  | 5              | 2              |
| Daily Rate (DR)                                                | (Minimum Wage)     | (Minimum Wage) | (Minimum Wage) |
| No. of days per month                                          | 32.87              | 32.87          | 32.87          |
| No. of days per year                                           | 394.4              | 394.4          | 394.4          |
| No. of months required                                         | 12                 | 12             | 12             |
|                                                                |                    |                |                |
| <b>PART A. LABOR COST</b>                                      |                    |                |                |
| <b>I. Amount of compensation directly paid to employee</b>     |                    |                |                |
| a.) Basic Monthly Salary (DR x no. of days per year / 12 )     |                    |                |                |
| b.) Overtime Pay                                               |                    |                |                |
| b.1) Regular Overtime (4 hrs/day)                              |                    |                |                |
| b.2) Night Differential (8 hrs/day)                            |                    |                |                |
| c.) 13th Month Pay (BS/12)                                     |                    |                |                |
| d.) 5 days Service Incentive Leave (SIL) (DR x5/12)            |                    |                |                |
| e.) Retirement Pay (BMS/2/12)                                  |                    |                |                |
| <b>f. Sub-total (Sum of a,b (1&amp;2), c, d, and e)</b>        |                    |                |                |
|                                                                |                    |                |                |
| <b>II. Amount of Mandatory Contributions to the Government</b> |                    |                |                |
| a.) SSS Contribution*                                          |                    |                |                |
| b.) WISP*                                                      |                    |                |                |
| c.) SSS EC*                                                    |                    |                |                |
| d.) Philhealth Contribution**                                  |                    |                |                |
| e.) Pag ibig Contribution                                      |                    |                |                |
| f.) State Insurance Fund                                       |                    |                |                |
| <b>g. Sub-total (Sum of a,b,c,d, e and f)</b>                  |                    |                |                |
|                                                                |                    |                |                |
| <b>III. Total Amount to Employee and Government</b>            |                    |                |                |
| <b>IV. Add: Administrative Fee</b>                             |                    |                |                |
| <b>V. Total of items III and IV</b>                            |                    |                |                |
| <b>VI. Add: Value-Added Tax (12% of item V)</b>                |                    |                |                |
| <b>VII. Total Monthly Rate per Head</b>                        |                    |                |                |
| No. of personnel                                               |                    |                |                |
| <b>VIII. Total Monthly Rate (Item VII No. of personnel)</b>    |                    |                |                |
| No. of months required                                         |                    |                |                |
| <b>IX. Total Cost for Part A</b>                               |                    |                |                |
|                                                                |                    |                |                |
| <b>GRAND TOTAL</b>                                             |                    |                |                |

Note:

\* Philhealth premium rates increased to 5% effective February 2024 (DBM Circular Letter No. 2024-3)

\*\* Pag-ibig contribution rates increased to Php 200 effective February 2024 (Provident Circular No. 460)

## ANNEX “B1.1”

|                                                                |                               |
|----------------------------------------------------------------|-------------------------------|
| Location                                                       | SPMC (SOLCOM -MULANAY QUEZON) |
| No. of Personnel                                               | 2                             |
| Daily Rate (DR)                                                | (Minimum Wage)                |
| No. of days per month                                          | 32.87                         |
| No. of days per year                                           | 394.4                         |
| No. of months required                                         | 12                            |
|                                                                |                               |
| <b>PART A. LABOR COST</b>                                      |                               |
| <b>I. Amount of compensation directly paid to employee</b>     |                               |
| a.) Basic Monthly Salary (DR x no. of days per year / 12 )     |                               |
| b.) Overtime Pay                                               |                               |
| b.1) Regular Overtime (4 hrs/day)                              |                               |
| b.2) Night Differential (8 hrs/day)                            |                               |
| c.) 13th Month Pay (BS/12)                                     |                               |
| d.) 5 days Service Incentive Leave (SIL) (DR x5/12)            |                               |
| e.) Retirement Pay (BMS/2/12)                                  |                               |
| <b>f. Sub-total (Sum of a,b (1&amp;2), c, d, and e)</b>        |                               |
| <b>f. Sub-total (Sum of a,b (1&amp;2), c, d, and e)</b>        |                               |
|                                                                |                               |
| <b>II. Amount of Mandatory Contributions to the Government</b> |                               |
| a.) SSS Contribution*                                          |                               |
| b.) WISP*                                                      |                               |
| c.) SSS EC*                                                    |                               |
| d.) Philhealth Contribution**                                  |                               |
| e.) Pag ibig Contribution                                      |                               |
| f.) State Insurance Fund                                       |                               |
| <b>g. Sub-total (Sum of a,b,c,d, e and f)</b>                  |                               |
|                                                                |                               |
| <b>III. Total Amount to Employee and Government</b>            |                               |
| <b>IV. Add: Administrative Fee</b>                             |                               |
| <b>V. Total of items III and IV</b>                            |                               |
| <b>VI. Add: Value-Added Tax (12% of item V)</b>                |                               |
| <b>VII. Total Monthly Rate per Head</b>                        |                               |
| No. of personnel                                               |                               |
| <b>VIII. Total Monthly Rate (Item VII No. of personnel)</b>    |                               |
| No. of months required                                         |                               |
| <b>IX. Total Cost for Part A</b>                               |                               |
|                                                                |                               |
| <b>GRAND TOTAL</b>                                             |                               |

Note:

\* Philhealth premium rates increased to 5% effective February 2024 (DBM Circular Letter No. 2024-3)

\*\* Pag-ibig contribution rates increased to Php 200 effective February 2024 (Provident Circular No. 460)

| Location                                                       | GRANEX (ILIGAN) | IBMC (LANAO DEL NORTE) |
|----------------------------------------------------------------|-----------------|------------------------|
| No. of Personnel                                               | 19              | 2                      |
| Daily Rate (DR)                                                | (Minimum Wage)  | (Minimum Wage)         |
| No. of days per month                                          | 32.87           | 32.87                  |
| No. of days per year                                           | 394.4           | 394.4                  |
| No. of months required                                         | 12              | 12                     |
|                                                                |                 |                        |
| <b>PART A. LABOR COST</b>                                      |                 |                        |
| <b>I. Amount of compensation directly paid to employee</b>     |                 |                        |
| a.) Basic Monthly Salary (DR x no. of days per year / 12 )     |                 |                        |
| b.) Overtime Pay                                               |                 |                        |
| b.1) Regular Overtime (4 hrs/day)                              |                 |                        |
| b.2) Night Differential (8 hrs/day)                            |                 |                        |
| c.) 13th Month Pay (BS/12)                                     |                 |                        |
| d.) 5 days Service Incentive Leave (SIL) (DR x5/12)            |                 |                        |
| e.) Retirement Pay (BMS/2/12)                                  |                 |                        |
| f. Sub-total (Sum of a,b (1&2), c, d, and e)                   |                 |                        |
| f. Sub-total (Sum of a,b (1&2), c, d, and e)                   |                 |                        |
|                                                                |                 |                        |
| <b>II. Amount of Mandatory Contributions to the Government</b> |                 |                        |
| a.) SSS Contribution*                                          |                 |                        |
| b.) WISP*                                                      |                 |                        |
| c.) SSS EC*                                                    |                 |                        |
| d.) Philhealth Contribution**                                  |                 |                        |
| e.) Pag ibig Contribution                                      |                 |                        |
| f.) State Insurance Fund                                       |                 |                        |
| g. Sub-total (Sum of a,b,c,d, e and f)                         |                 |                        |
|                                                                |                 |                        |
| <b>III. Total Amount to Employee and Government</b>            |                 |                        |
| <b>IV. Add: Administrative Fee</b>                             |                 |                        |
| <b>V. Total of items III and IV</b>                            |                 |                        |
| <b>VI. Add: Value-Added Tax (12% of item V)</b>                |                 |                        |
| <b>VII. Total Monthly Rate per Head</b>                        |                 |                        |
| No. of personnel                                               |                 |                        |
| <b>VIII. Total Monthly Rate (Item VII No. of personnel)</b>    |                 |                        |
| No. of months required                                         |                 |                        |
| <b>IX. Total Cost for Part A</b>                               |                 |                        |
|                                                                |                 |                        |
| <b>GRAND TOTAL</b>                                             |                 |                        |

Note:

\* Philhealth premium rates increased to 5% effective February 2024 (DBM Circular Letter No. 2024-3)

\*\* Pag-ibig contribution rates increased to Php 200 effective February 2024 (Provident Circular No. 460)

| Location                                                       | CBS (PALAWAN)  | CBS (MASBATE)  | CBS (SURIGAO)  |
|----------------------------------------------------------------|----------------|----------------|----------------|
| No. of Personnel                                               | 2              | 2              | 2              |
| Daily Rate (DR)                                                | (Minimum Wage) | (Minimum Wage) | (Minimum Wage) |
| No. of days per month                                          | 32.87          | 32.87          | 32.87          |
| No. of days per year                                           | 394.4          | 394.4          | 394.4          |
| No. of months required                                         | 12             | 12             | 12             |
|                                                                |                |                |                |
| <b>PART A. LABOR COST</b>                                      |                |                |                |
| <b>I. Amount of compensation directly paid to employee</b>     |                |                |                |
| a.) Basic Monthly Salary (DR x no. of days per year / 12 )     |                |                |                |
| b.) Overtime Pay                                               |                |                |                |
| b.1) Regular Overtime (4 hrs/day)                              |                |                |                |
| b.2) Night Differential (8 hrs/day)                            |                |                |                |
| c.) 13th Month Pay (BS/12)                                     |                |                |                |
| d.) 5 days Service Incentive Leave (SIL) (DR x5/12)            |                |                |                |
| e.) Retirement Pay (BMS/2/12)                                  |                |                |                |
| <b>f. Sub-total (Sum of a,b (1&amp;2), c, d, and e)</b>        |                |                |                |
| <b>f. Sub-total (Sum of a,b (1&amp;2), c, d, and e)</b>        |                |                |                |
|                                                                |                |                |                |
| <b>II. Amount of Mandatory Contributions to the Government</b> |                |                |                |
| a.) SSS Contribution*                                          |                |                |                |
| b.) WISP*                                                      |                |                |                |
| c.) SSS EC*                                                    |                |                |                |
| d.) Philhealth Contribution**                                  |                |                |                |
| e.) Pag ibig Contribution                                      |                |                |                |
| f.) State Insurance Fund                                       |                |                |                |
| <b>g. Sub-total (Sum of a,b,c,d, e and f)</b>                  |                |                |                |
|                                                                |                |                |                |
| <b>III. Total Amount to Employee and Government</b>            |                |                |                |
| <b>IV. Add: Administrative Fee</b>                             |                |                |                |
| <b>V. Total of items III and IV</b>                            |                |                |                |
| <b>VI. Add: Value-Added Tax (12% of item V)</b>                |                |                |                |
| <b>VII. Total Monthly Rate per Head</b>                        |                |                |                |
| No. of personnel                                               |                |                |                |
| <b>VIII. Total Monthly Rate (Item VII No. of personnel)</b>    |                |                |                |
| No. of months required                                         |                |                |                |
| <b>IX. Total Cost for Part A</b>                               |                |                |                |
|                                                                |                |                |                |
| <b>GRAND TOTAL</b>                                             |                |                |                |

Note:

\* Philhealth premium rates increased to 5% effective February 2024 (DBM Circular Letter No. 2024-3)

\*\* Pag-ibig contribution rates increased to Php 200 effective February 2024 (Provident Circular No. 460)

## ANNEX “**B4**”

| Location                                                       | LEGOIL (ARIMBAY) | CBS (MACO)     |
|----------------------------------------------------------------|------------------|----------------|
| No. of Personnel                                               | 8                | 2              |
| Daily Rate (DR)                                                | (Minimum Wage)   | (Minimum Wage) |
| No. of days per month                                          | 32.87            | 32.87          |
| No. of days per year                                           | 394.4            | 394.4          |
| No. of months required                                         | 12               | 12             |
|                                                                |                  |                |
| <b>PART A. LABOR COST</b>                                      |                  |                |
| <b>I. Amount of compensation directly paid to employee</b>     |                  |                |
| a.) Basic Monthly Salary (DR x no. of days per year / 12 )     |                  |                |
| b.) Overtime Pay                                               |                  |                |
| b.1) Regular Overtime (4 hrs/day)                              |                  |                |
| b.2) Night Differential (8 hrs/day)                            |                  |                |
| c.) 13th Month Pay (BS/12)                                     |                  |                |
| d.) 5 days Service Incentive Leave (SIL) (DR x5/12)            |                  |                |
| e.) Retirement Pay (BMS/2/12)                                  |                  |                |
| <b>f. Sub-total (Sum of a,b (1&amp;2), c, d, and e)</b>        |                  |                |
| <b>f. Sub-total (Sum of a,b (1&amp;2), c, d, and e)</b>        |                  |                |
|                                                                |                  |                |
| <b>II. Amount of Mandatory Contributions to the Government</b> |                  |                |
| a.) SSS Contribution*                                          |                  |                |
| b.) WISP*                                                      |                  |                |
| c.) SSS EC*                                                    |                  |                |
| d.) Philhealth Contribution**                                  |                  |                |
| e.) Pag ibig Contribution                                      |                  |                |
| f.) State Insurance Fund                                       |                  |                |
| <b>g. Sub-total (Sum of a,b,c,d, e and f)</b>                  |                  |                |
|                                                                |                  |                |
| <b>III. Total Amount to Employee and Government</b>            |                  |                |
| <b>IV. Add: Administrative Fee</b>                             |                  |                |
| <b>V. Total of items III and IV</b>                            |                  |                |
| <b>VI. Add: Value-Added Tax (12% of item V)</b>                |                  |                |
| <b>VII. Total Monthly Rate per Head</b>                        |                  |                |
| No. of personnel                                               |                  |                |
| <b>VIII. Total Monthly Rate (Item VII No. of personnel)</b>    |                  |                |
| No. of months required                                         |                  |                |
| <b>IX. Total Cost for Part A</b>                               |                  |                |
|                                                                |                  |                |
| <b>GRAND TOTAL</b>                                             |                  |                |

Note:

\* Philhealth premium rates increased to 5% effective February 2024 (DBM Circular Letter No. 2024-3)

\*\* Pag-ibig contribution rates increased to Php 200 effective February 2024 (Provident Circular No. 460)

**Contract Form**

***[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]***

**CONTRACT FOR [Insert Project Title]**

This CONTRACT executed on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between:

*[Name of Procuring Entity]*, a government agency of the Republic of the Philippines, hereinafter called “the Entity”;

-and-

*[Name of Supplier /Contractor/ Consultant]* a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called “the Supplier”.

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency]*, hereinafter referred to as the “Contract Price.”

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:
  - a. Philippine Bidding Document (PBD); *[Select one, delete the others]*
    - *For Procurement of Goods*
      - i. Invitation to Bid;
      - ii. Instruction to Bidders;
      - iii. Bid Form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents 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;
      - iv. Bid Data Sheet;
      - v. Schedule of Requirements;
      - vi. Technical Specifications;
      - vii. General and Special Conditions of Contract;
      - viii. Supplemental Bid Bulletins, if any; and

- ix. Other contract documents that may be required by existing laws and/or the Entity.
- *For Procurement of Infrastructure Projects*
    - i. Drawings/Plans;
    - ii. Specifications;/Scope of Work;
    - iii. Bill of Quantities;
    - iv. General and Special Conditions of Contract; and
    - v. Supplemental Bid Bulletins, if any;
  - *For Procurement of Consulting Services*
    - i. General and Special Conditions of Contract;
    - ii. Terms of Reference;
    - iii. Request for Expression of Interest;
    - iv. Instructions to Bidders;
    - v. Bid Data Sheet;
    - vi. Addenda and/or Supplemental/Bid Bulletins, if any;
    - vii. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, 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;
    - viii. Eligibility requirements, documents and/or statements;
    - ix. Performance Security;
    - x. Notice of Award of Contract and the Bidder's *conforme* thereto; and
    - xi. Other contract documents that may be required by existing laws and/or the Entity.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - c. Performance Security;
  - d. Notice of Award of Contract; and the Bidder's *Conforme* thereto; and
  - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
3. In consideration of the Contract Price of *[Contract Price in words and figures]*, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
  4. The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
  5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the

applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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 above written.

*For the Procuring Entity*

Head of the Procuring Entity or Duly  
Authorized Representative

*For the Bidder*

Duly authorized to sign the Contract for and  
behalf of *[Bidders Name]*:

*[Signature over Printed Name]*  
*[Position/Designation]*  
*[Date]*

*[Signature over Printed Name]*  
*[Position/Designation]*  
*[Date]*

*Signed in the presence of:*

*[Name and Signature]*  
*Witness – Procuring Entity*

*[Name and Signature]*  
*Witness- Supplier*

#### ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the \_\_\_\_\_, City/Province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of \_\_\_\_\_ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_, *[date issued]*, *[place issued]*  
IBP No. \_\_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

## Omnibus Sworn Statement Form

**[Note: The duly accomplished form shall be submitted with the Bid]**

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

### OMNIBUS SWORN STATEMENT

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

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

- *If sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;
- *If 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]*;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

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

- *If 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 *[Project Title]* of the *[Name of the Procuring Entity]* *[insert “as supported by the attached duly notarized Special Power of Attorney” for authorized representative]*;
- *If 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

3. *[Name of Bidder]* is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;

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 others:*
  - *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

*Select one, delete the rest:*

- *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.
  - *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.
8. *[Name of Bidder]* complies with existing labor laws and standards; and
9. *[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 *[Project Title]*.
10. *[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.
11. In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_\_ at \_\_\_\_\_, Philippines.

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Affiant's Signature over Printed Name]*

*[Position/Designation]*

*[Date]*

JURAT

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. \_\_\_\_.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of [month] [year].

NAME OF NOTARY PUBLIC

Notarial Commission No. \_\_\_\_\_

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

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

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

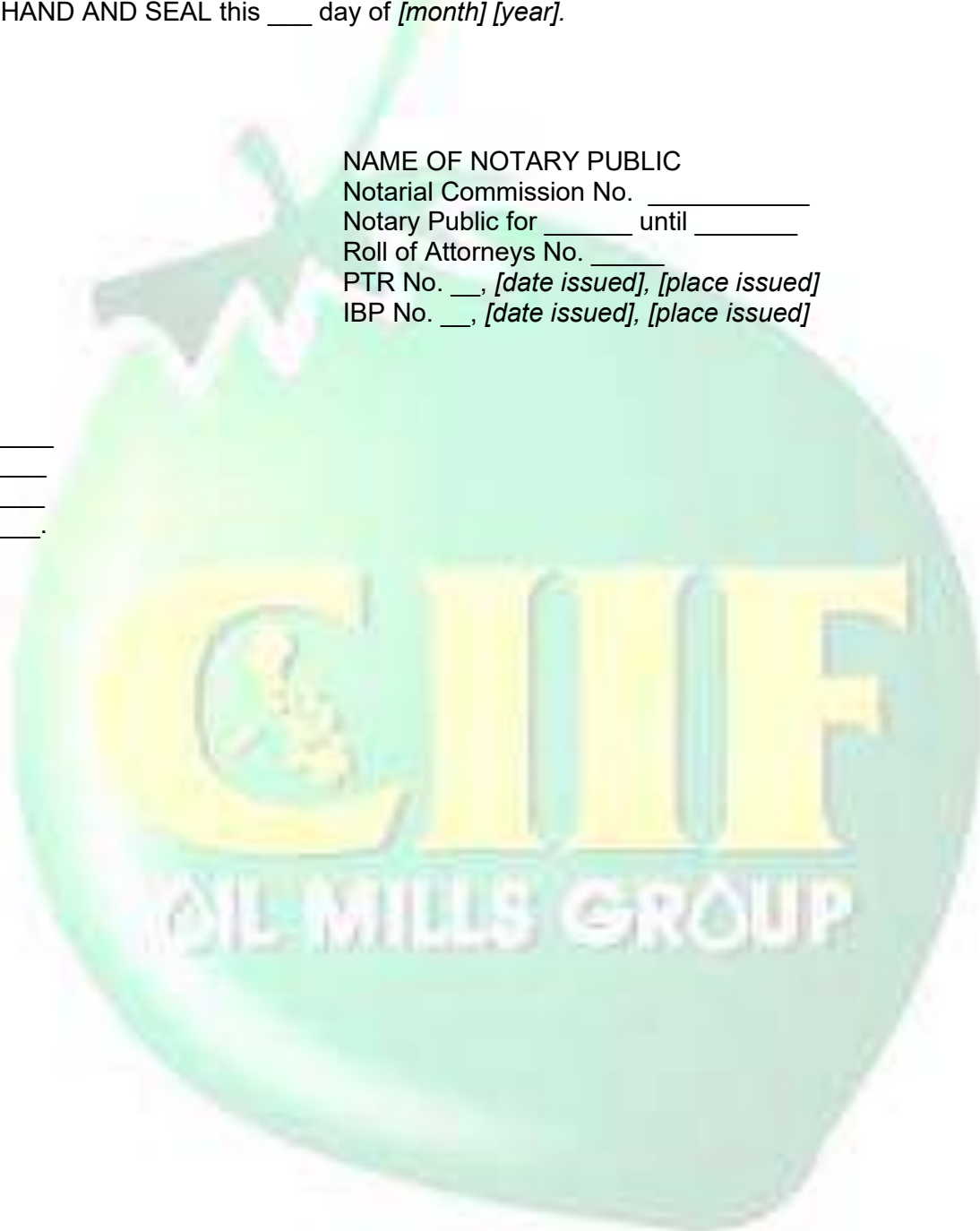
IBP No. \_\_\_, [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_.



## Bid Securing Declaration Form

***[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]***

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

### BID SECURING DECLARATION

Project Identification No.: [Number]

To: [Insert name of the Procuring Entity]

I/We, 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;

*[Insert paragraph for Unsolicited Offer with Bid Matching]*

I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

- 2) Select one, delete the other:

- I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

*(For Unsolicited Offer with Bid Matching)*

- I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense 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;

*[Insert this paragraph for Unsolicited Offer with Bid Matching]*

- b) Upon contract award and the LCCRB is not the original offeror; or
- c) I am/we are declared the bidder with the *[Insert Award Criterion]* and I/we have furnished the performance security and signed the Contract.

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

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Signature over Printed Name]*

*[Position/Designation]*

*[Date]*

#### JURAT

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. \_\_\_\_.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. \_\_\_\_

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

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

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

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

Doc. No. \_\_\_\_

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.

## Annex “G”

### STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

**NAME OF CONTRACT TO BE BID: PROCUREMENT OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION,  
GRANEXPORT MANUFACTURING CORPORATION AND LEGASPI OIL COMPANY, INC.**

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

| Name of the Contract | Date of the Contract | Contract of Duration | Owner's Name & Address | Kind of Goods | Amount of Contract | Value of Outstanding Contract | Date of Delivery |
|----------------------|----------------------|----------------------|------------------------|---------------|--------------------|-------------------------------|------------------|
| I.GOVERNMENT         |                      |                      |                        |               |                    |                               |                  |
|                      |                      |                      |                        |               |                    |                               |                  |
| II. PRIVATE          |                      |                      |                        |               |                    |                               |                  |
|                      |                      |                      |                        |               |                    |                               |                  |

#### INSTRUCTIONS:

- a. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be 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.

Note: The supporting documents stated below shall be presented during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder:

1. Notice of Award or any equivalent documents;
2. Notice to Proceed or any equivalent documents; and
3. Other supporting documents

#### CERTIFIED CORRECT:

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## ANNEX “H”

### STATEMENT OF THE BIDDER’S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

NAME OF CONTRACT TO BE BID: PROCUREMENT OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION AND LEGASPI OIL COMPANY, INC.

This is to certify that \_\_\_\_\_ has the following Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least Fifty Percent (50%) of the Approved Budget to the Contract (ABC) within the last five (5) years:

| Name of Contract | Date of Contract | Duration of Contract | Owner’s Name and Address | Kinds of Goods | Amount of Completed Contract | Date of Delivery | End User’s Acceptance or Official Receipt(s) or Sales Invoice (If completed) |
|------------------|------------------|----------------------|--------------------------|----------------|------------------------------|------------------|------------------------------------------------------------------------------|
|                  |                  |                      |                          |                |                              |                  |                                                                              |

#### Instructions:

- 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.

Note: The supporting documents stated below shall be presented during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder.

- Contract or Purchase Order;
- Sales Invoice; and
- Certificate of Performance/Acceptance

#### CERTIFIED CORRECT:

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

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 asset 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.

|                                       | Amount |
|---------------------------------------|--------|
| Current Assets                        |        |
| Minus: Current Liabilities            |        |
| Sub-Total                             |        |
| Multiplied by 15                      |        |
| Sub-Total                             |        |
| Minus: Value of Outstanding Contracts |        |
| <b>NFCC</b>                           |        |

Submitted By:

\_\_\_\_\_  
Name of the Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

## **TERMS OF REFERENCE**

The Terms of Reference (TOR) is hereby issued for purposes of hiring the services of the most qualified and competent Private Security Agency (PSA) that is administratively and operationally capable of providing quality services for the different locations or AREAS OF RESPONSIBILITIES (AORs) and serve as guide to parties interested to participate in the public bidding for the PROCUREMENT OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION, AND LEGASPI OIL COMPANY, INC.. FOR A ONE (1) YEAR SERVICE AGREEMENT, in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the “Government Procurement Reform Act.”

### **I. Definition of Terms**

Procuring Entity – refers to the CIIF Companies (SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION AND LEGASPI OIL COMPANY, INC.). San Pablo Manufacturing Corporation is the procuring arm of all CIIF Companies for the provision of Security Services requirements of CIIF-OMG.

Private Security Agency – Private Security Agency or Security Provider, as defined in R.

A. No. 11917, shall mean, any person, associations, partnership, firm or private corporation, who contacts, recruits, trains, furnishes or post any security guard, to do its functions to individuals, business firms of private or public or government owned or controlled corporations. For purposes of this procurement, the terms “PSA” and “Private Security Agency” shall be equivalent and be used interchangeably.

PNP-SOSIA – Philippine National Police – Supervisory Office for Security and Investigation Agencies.

Security Guard – as defined in R. A. No. 11917, shall mean any person who has been issued a license by PNP-SOSIA and offers or renders personal service to secure or watch either a residence or business establishment or both, or buildings, compounds, or conducts inspections/monitoring, bodily checks/searches and other forms of security inspections, physical/manually or TV monitors or other authorized equipment.

### **II. APPROVED BUDGET FOR THE CONTRACT (ABC) / AREA OF RESPONSIBILITY (AOR)**

The ABC/AOR for the PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION AND

LEGASPI OIL COMPANY, INC **FOR A PERIOD OF ONE (1) YEAR** are as follows:

| <b>Company</b>                                        | <b>Area of Responsibility (AORs)</b>                                                           | <b>No. of Guards</b> | <b>Approved Budget for the Contract (ABC)</b> |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------|
| SAN PABLO<br>MANUFACTURING<br>CORPORATION<br>(LOT 1)  | Head Office - 4th Floor,<br>Palacio Del Gobernador,<br>General Luna St.,<br>Intramuros, Manila | 2                    | P6,222,537.78                                 |
|                                                       | SPMC Plant Batangas –<br>CAIP SEZ, Barangay<br>San Antonio, San<br>Pascual Batangas            | 5                    |                                               |
|                                                       | Laguna Property –<br>Schetellig Avenue, San<br>Pablo, Laguna                                   | 2                    |                                               |
|                                                       | SOLCOM – Mulanay<br>Quezon                                                                     | 2                    |                                               |
| GRANEXPORT<br>MANUFACTURING<br>CORPORATION<br>(LOT 2) | Granex Plant Iligan -<br>Kiwalan, Iligan                                                       | 19                   | P 11,256,505.37                               |
|                                                       | IBMC - Kauswagan,<br>Lanao Del Norte                                                           | 2                    |                                               |
|                                                       | Brooke's Point Buying<br>Station - M Rodriguez<br>St., Brooke's Point<br>Palawan               | 2                    |                                               |
|                                                       | Two (2) Security<br>Surigao                                                                    | 2                    |                                               |
|                                                       | Masbate Buying Station<br>- Barangay<br>Kinamaligan, Masbate,<br>Masbate City                  | 2                    |                                               |
| LEGASPI OIL<br>COMPANY, INC.<br>(LOT 3)               | LegOil Arimbay Plant -<br>Barangay 47, Arimbay,<br>Legazpi City                                | 8                    | P 4,439,705.04                                |
|                                                       | MACO - Purok 2<br>Anislagan Maco,<br>Compostela Valley,<br>Tagum, Davao Del Norte              | 2                    |                                               |
| <b>TOTAL</b>                                          |                                                                                                | <b>48</b>            | <b>P21,918,748.19</b>                         |

### **III. TECHNICAL SPECIFICATIONS**

#### **A. MINIMUM QUALIFICATION REQUIREMENTS OF THE PSA/SECURITY PROVIDER**

- i. Must have been engaged in the security industry for at least FIVE (5) years from the date of opening of bids;
- ii. Must have a current and Regular License to Operate (LTO), as Private Security Agency issued by Philippine National Police, Supervisory Office for Security Investigation Agency (PNP-SOSIA);
- iii. Must have a Clearance of No Derogatory Record/Certificate of No Pending Case as Private Security Agency issued by PNP-SOSIA, which shall be valid during the submission and opening of bids;
- iv. Must have a Certificate of Pending/No Pending Labor Standard Violations/Cases or Clearance issued by the NLRC and DOLE having jurisdiction over the principal office address of the prospective bidder.
- v. Must have completed, within a period of at least FIVE (5) years, a single contract that is similar to this Project, equivalent to at least “Fifty Percent (50%)” of the ABC; and

#### **B. MINIMUM QUALIFICATIONS OF SECURITY OFFICERS AND SECURITY GUARDS**

##### **i. HEAD GUARD (HG)/SHIFT IN-CHARGE (SIC)**

1. Filipino Citizen, with good moral character;
2. Not more than fifty-five (55) years of age, Physically and mentally fit;
3. College Graduate of any Bachelor’s Degree;
4. Preferably, but not necessarily, a former non-commissioned officer of the AFP or of the PNP with corresponding retirement papers or honorable discharge papers, or have undergone any of equivalent military officer’s training such as Security Officer Course with corresponding certificate and diploma. Must have never been charged of any major crime and convicted of any crime;

5. Must be at least 5'6" in height;
6. Good knowledge in computer operation and preparation of report;
7. Good communication skills in English, oral and written;



8. Must have undergone the following training: Intelligence/Security/Investigation Seminar, Leadership Seminar, Basic Safety/Fire Prevention, First Aid Course, SelfDefense and other security enhancement training.
9. Must have at least three (3) years' experience in the operations of a security supervision;
10. Must possess a valid security officer license.
11. Must have passed Neuro-Psychiatric Evaluation Test and Drug Test to be conducted by independent neuro-psychiatric and drug testing centers not affiliated with the security agency, which should be both valid for six (6) months prior to deployment in CIIF COMPANIES' AORs. Random drug test shall be conducted at any time within the duration of the contract at the expense of the PSA; and
12. Must have never been charged of any crime nor convicted of any crime involving moral turpitude.

ii. SECURITY GUARDS (SGS)

1. Filipino Citizen, with good moral character;
2. Not more than fifty (50) years of age Physically and mentally fit;
3. Preferably have attended at least two (2) years in college;
4. Minimum height for MALE SGs must be 5'6" and for FEMALE SGs must be 5'4";
5. Good knowledge in computer operation and preparation of report;
6. Good communication skills in English, oral and written;
7. Must have at least two (2) years' experience as Security Guard;
8. Must possess a valid security guard license;
9. Must have passed Neuro-Psychiatric Evaluation Test and Drug Test to be conducted by independent neuro-psychiatric and drug testing centers not affiliated with the security agency, which should be both valid for six (6) months prior to deployment in CIIF COMPANIES' AORs. Random drug test shall be conducted at any time within the duration of the contract at the expense of the PSA; and
10. Must have never been charged of any crime nor convicted of any crime involving moral turpitude

iii. UNIFORM AND APPEARANCE STANDARD

1. The PSA/Security Provider shall provide, at its own expense, the necessary uniforms of the guards and ensure that said guards are well groomed and in proper/neat attire at all times complete with paraphernalia, equipment/accessories (i.e. flashlight, holsters, badges, insignias, whistles, timepieces, writing pens, logbooks, raincoats and boots, handcuffs, first aid kit, teargas, nightstick/baton) as may be required to carry out the provision of the contract. No security personnel will be allowed to work within CIIF COMPANIES' AORs without the appropriate uniform, identification card, and other equipment which are essential for security purposes.
2. SG Identification –The PSA/Security Provider security personnel Identification shall contain the name of the Security Guard, Photograph, Company's Name, Address, Designated AOR and must be displayed at all times while on duty.

iv. LIST OF REQUIRED FIREARM/EQUIPMENT/TOOLS

The Security Service Provider shall provide on its own account all materials, tools, and equipment necessary, appropriate and incidental to the job. Unless otherwise specified by the Procuring Entity, the following supplies, materials, tools and equipment are required:

| EQUIPMENT                   | QTY/DESCRIPTION                                                                                                                                                                                       | LOCATION                                                                                                    |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Firearms                    | One (1) unit 9mm pistol with ammos per guard on duty except Head Office. Total of twenty-four (24) 9mm pistol units; and<br><br>One (1) per guard on duty<br>Three (3) units-12 ga Shotgun with ammos | All except Head Office<br><br><br>SPMC – Batangas<br>Granex – Iligan<br>LEGOIL – Arimbay<br>SolCOM - Quezon |
| Gun storage vault           | One (1) unit                                                                                                                                                                                          | ALL except Head Office                                                                                      |
| Cleaning and disarm station | One (1) unit                                                                                                                                                                                          | ALL except Head Office                                                                                      |
| Communication Equipment     | One (1) unit per Guard on duty                                                                                                                                                                        | Per Station                                                                                                 |
| Metal Detectors (handheld)  | Four (4) units                                                                                                                                                                                        | SPMC – Batangas<br>Granex – Iligan<br>LEGOIL – Arimbay<br>SolCom - Quezon                                   |

|                                                  |                                                |                                                                           |
|--------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------|
| Typewriter/Desktop Computer                      | Four (4) units                                 | SPMC – Batangas<br>Granex – Iligan<br>LEGOIL - Arimbay                    |
| Umbrellas/Rain Coats                             | 48 - umbrellas<br>48 - raincoats               | ALL                                                                       |
| Handheld digital cameras/ cellphones with camera | One (1) unit handheld digital camera/cellphone | ALL                                                                       |
|                                                  | w/ camera (for on-duty Security Guard)         |                                                                           |
| Mega phones                                      | Four (4) units                                 | SPMC – Batangas<br>Granex – Iligan<br>LEGOIL – Arimbay<br>SolCOM - Quezon |
| Flash lights                                     | One for each guard                             | ALL                                                                       |
| Medical Kit                                      | One for each guard                             | ALL                                                                       |
| Truncheons                                       | One for each guard                             | ALL                                                                       |
| Rain Boots                                       | 45 rainboots                                   | ALL                                                                       |
| Whistle                                          | one (1) for each guard                         | ALL                                                                       |
| Traffic vest                                     | 45 pcs                                         | ALL                                                                       |
| Traffic Gloves                                   | 45 pcs                                         | ALL                                                                       |
| Ostrich Mirror                                   | Four (4) units                                 | SPMC – Batangas<br>Granex – Iligan<br>LEGOIL - Arimbay<br>SolCOM - Quezon |
| Self Defense Baton Stun Gun                      | Each per Guard                                 | ALL                                                                       |
| Transportation Vehicle                           | One (1), as needed upon request                | ALL                                                                       |
| Motorcycle with sidecar                          | Three (3) units                                | SPMC – Batangas<br>Granex – Iligan<br>LEGOIL - Arimbay                    |

#### IV. SCHEDULE OF REQUIREMENT

##### A. POSTING/MANNING HOURS AND REQUIRED EQUIPMENT

1. The PSA/Security Provider must ensure that all security posts within its areas of responsibility are manned with the agreed required number of guards in accordance with this Terms of Reference (TOR).
2. The PSA/Security Provider shall render services twenty-four (24) hours a day, seven (7) days a week inclusive of regular and special holidays in their respective AORs. However, individual Security Officer/Guard shall render Six (6) days duty per week, in consonance with the provisions of the Labor Code

except on extreme necessity, where a Security Officer/Guard may render duty for Seven (7) days a week.

3. Work shift schedule of security personnel shall be done in two (2) Shifts, twelve (12) hours work per shift. Shift Schedule Time of Duty 1<sup>st</sup> Shift 0600H – 1800H 2<sup>nd</sup> Shift 1800H – 600H. Note: The Procuring Entity Authorized representative has the option to adopt/change a Work Shift Schedule that will work best to ensure attendance of the security personnel of PSA/Security Provider at assigned posting and convenient enough to consider peculiarities of Plant/facilities as the need arises.
4. The PSA/Security Provider must ensure NO Straight or 24-Hours Tour of Duty in the deployment of guard(s) at all Plant/facilities.
5. The list of equipment that the PSA/Security Provider must provide throughout the duration of the contract is enumerated in the attached posting/manning hours and required equipment per AOR. The provision for maintenance of said equipment shall be at the expense of the PSA/Security Provider including gasoline and preventive maintenance requirement of the vehicle (4-wheel vehicle and motorcycle). The vehicles must at all times at least have fifty percent (50%) of fuel tank capacity.
6. The PSA/Security Provider must ensure that the required equipment is provided and readily available at all times, in good working condition and functional throughout the duration of the contract.

#### **V. SCOPE OF WORK**

Contracted PSA/Security Provider shall perform the following functions, duties and responsibilities within its AOR:

1. Provide quality security services on four areas of security, to wit: Personnel Security, Physical Security, Document Security, and Communications Security.
  - a. Personnel Security - Secure and protect the Procuring Entity's officials, employees, visitors, guests, air crew, passengers and stake holders from harm, harassment, threat and intimidation within the Procuring Entity's premises;
  - b. Physical Security - Secure and protect Procuring Entity's facilities, equipment and properties from theft, robbery, arson, destruction, sabotage and other criminal acts;
  - c. Document and Information Security - Secure and protect documents and vital information from unauthorized gathering, use, loss, and unsanctioned destruction; and prevent means of unauthorized access to these documents and information to personnel not granted the need to

- know by competent authority; and
- d. Communications Security – Prevent unauthorized users/interceptors from accessing radio and telecommunications system and other related facility.
2. Implement and enforce all applicable rules and regulations, Standard Operating Procedures (SOPs) and other issuances relative to the maintenance of safety and security within the scope of work of the contracted PSA/Security Provider;
  3. In times of emergency, all deployed security personnel shall be in emergency mode and ready to implement Contingency Plans. Those who are within the immediate location of the emerging situation shall make themselves available for immediate recall and act as first responders, and be prepared to support the Procuring Entity's authorized representative;
  4. Submit the following Reports to the Procuring Entity's authorized representative:
    - A. Incident Report (in case of occurrence of unusual incident);
    - B. Investigation Report (as necessary);
    - C. Information Report (as obtained);
    - D. Daily Activity and Situation Report;
    - E. Roster of Guards (every 15th and 30th of the month);
    - F. Guard Deployment Schedule (every 15th and 30th of the month);
- For purposes of this section, the Procuring Entity's authorized representative are as follows:
- For items A to C:
- a. Head, Property Division through
  - b. Head, Internal Audit
  - c. Human Resources Division through Plant HR
  - d. Mancom through the Resident
- Manager
- For items D to F
- a. Resident Manager/HR Division
5. Implement existing security plan of the Procuring Entity;
  6. Networking with the PNP, AFP and other friendly forces on matters related to the security and protection of respective AORs.

## **VI. OBLIGATIONS AND RESPONSIBILITIES**

1. The Private Security Agency (PSA)/Security Provider shall:
  - a. Establish a Liaison Office in the Procuring Entity, complete with office equipment, consumable office supplies at its own expense prior to actual

deployment;

- b. Provide one (1) Security Coordinator, at its own expense, for effective administrative support, management, supervision, coordination and control of their security personnel. The Security Coordinator shall make sure all obligations under the Contract are properly complied with;
- c. Provide the required number of Security Guards and Security Officers who are qualified and trained to secure and protect the Procuring Entity's Plant/facilities, equipment and properties, as well as provide protection for its officials, employees, visitors, guests, passengers and stakeholders;
- d. Submit Bio-data and Work Employment Record with corresponding description of expertise and experience of the nominated Head Guard/Shift-In-Charge; for review or record examination by the Procuring Entity's authorized representative. Acceptance or denial of the nominated Security Officers and Guards shall be determined by the Procuring Entity's authorized representative;
- e. Submit to the Procuring Entity's authorized representative the 201 files of all deployed Security Officers and Security Guards which includes the Personal Data Sheet, copies of Security Licenses, Certificates of Completion of Training for Security Officers/Guards, NBI Clearances, PNPClearances, Barangay Clearances, Psychoneurotic Test and Drug Tests;
- f. Provide, at company expense, all necessary firearms, ammunitions, mobility, communication equipment, supplies and other related items in the fulfilment of their obligations under this Contract;
- g. Include in its Administrative Overhead Operations Costs such as licenses (local and national), supervision, trainings, insurances, and other incidental expenses relative to security guarding;
- h. Ensure payment of salaries, without delay, to its security personnel and assume the payment for at least (3) months' salaries of its security personnel. Failure to pay salaries on time within this time period and throughout the entire duration of the agreement and the contract will be considered as one of the bases for the pre-termination of the existing contract and the entire agreement;
- i. Guarantee that all required equipment is installed/ delivered in CIIF COMPANIES' Plant/facilities at least one (1) week before official assumption of duties as the contracted PSA/Security Provider. The inspection of requirement as per Terms of Reference will be conducted by the Authorized representative of each location for Security Services;
- j. Assume full responsibility for the proper conduct and efficient performance of its security personnel in the discharge of their duties and responsibilities.
- k. Holds the Procuring Entity including its officers and employees, free and harmless from any and all claims of its security personnel or any third persons in connection with the performance of its duties and

responsibilities;

- l. Warrants to make available duly qualified, licensed and trained relievers who satisfy the requirements under this Terms of Reference, to ensure continuous and uninterrupted service in the absence of an assigned guard. The posting of a reliever and his qualifications shall be immediately reported by the PSA/Security Provider to safety officer or authorized representative in writing;
- m. Provide and maintain time record of all vehicles entering and leaving the premises of Procuring Entity;
- n. Provide and maintain time record of Procuring Entity's employees' daily attendance and visitors;
- o. Require its security personnel assigned to CIIF COMPANIES Plant/facilities to render services in accordance with the Contract;
- p. PSA/Security Provider to immediately replace any of its security personnel for loss of trust and confidence or who have rendered unsatisfactory performance, displayed questionable behavior or moral acts and willfully and grossly violating SPMC policy, rules and regulations;
- q. The PSA/Security Provider shall not replace security personnel detailed with SPMC without approval of the Procuring Entity's authorized representative;
- r. The PSA/Security Provider guards shall undergo random drug testing activities at its own expense in accordance with this Terms of Reference;
- s. Pay its security guards assigned in CIIF COMPANIES Plant/facilities not less than the rates specified in the PSA's submitted Financial Proposal. Payment of these rates shall be in accordance with applicable minimum wage rates and legal entitlements;
- t. Comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its security personnel within legal rates provided under DOLE Department Order No. 150-16 Section 7.5 and other related legislated laws;
- u. Assume full responsibility for any liability, cause of action or claim which may be filed by any of its security personnel under the Labor Code, Employees Compensation Law or other special laws, rules and regulations mandated by the Department of Labor and Employment (DOLE) which are currently in effect and by virtue hereof, the PSA/Security Provider shall render SPMC, its officers and employees free of any of such liability, cause of action or claims;
- v. Comply with all obligations and responsibilities stated in the provisions of the contract and contract documents. Non-compliance or violations shall be a ground for cancellation and/or termination of the Security Services Contract after due written notice;
- w. All taxes payable to the government arising from the Contract shall be borne solely by the PSA/Security Provider;
- x. Authorizes the Procuring Entity to exact penalty or to deduct an amount

equivalent to the loss or damage it suffered by reason of any violation committed by the PSA/Security Provider or any of its security personnel; and

- y. Turn-over to the Procuring Entity' representative all logbooks upon termination of the contract.
- z. Should a Security Officers/Guards assigned to AOR's file a claim for unpaid wages or other employment benefits before the National Labor Relations Commission (NLRC) or other appropriate government entity in connection with work performed under the Contract, the Procuring Entity reserves the right to withhold payment of service from the PSA's/Security Provider's.
- aa. The submission by the PSA/Security Provider of a false and/or fraudulent document or its failure to submit affidavits, clearances and other documents required to support or accompany its billings shall be sufficient ground for the Procuring Entity not to pay the security services being billed and/or to terminate the Contract

The Procuring Entity shall:

- a. Grant the Winning Bidder or PSA/Security Provider, the contract to render security services in SPMC Plant/facilities
- b. Pay the PSA/Security Provider for security services rendered upon validation of required billing documents, mandatory government contributions and other requirements in accordance with the Bidding Documents and this Terms of Reference;
- c. Monitor the implementation of the security services in accordance with the specifications and conditions of the contract and the Terms of Reference through its authorized representative;
- d. Reserves the right to require the replacement of any or all of the PSA's/Security Provider's security personnel assigned to the Procuring Entity's facilities who failed to meet the requirements set forth in this Terms of Reference. This is without prejudice to the right of the Procuring Entity to seek relief under prevailing laws, including termination for breach as applicable;
- e. Reserves the right to demand from the PSA/Security Provider the rigid execution of controls in the implementation of security operations as it deems proper, and whenever SPMC Safety Officer finds the security inadequate, it shall have the right to request for reinforcement of the security force to particular Plant/facilities;
- f. Reserves the right to require the PSA/Security Provider to replace, immediately upon the notice, any or all of its security personnel assigned to any AOR who are found to be using illegal drugs, engage in the sale of illegal drugs & prohibited substance, lacking in discipline, integrity, good moral character and aptitude, or for inefficiency or other negligent acts or omissions in the performance of its duties or loss of trust and confidence; and
- g. Reserves the right to require the PSA/Security Provider to replace and

- transfer security equipment and vehicles within the AOR, upon notice;
- h. The Procuring Entity reserves the right to withhold payment to the PSA in the event that the PSA fails to comply with the requirements, commitments and obligations contained in the contract.

## **VII. NO EMPLOYER-EMPLOYEE RELATIONSHIP**

- A. There shall be no employer-employee relationship between the Procuring Entity and the PSA's/Security Provider's security personnel. The Procuring Entity shall in no way be responsible for any claim for personal injury, wages and other employment benefits and other claims for damages, including death, arising out of, or in connection with, the performance of the guards' duties. The PSA/Security Provider shall assume full responsibility for the faithful and complete performance by the security guards of all their duties under the Contract.
- B. Should the Procuring Entity be made liable for the PSA's/Security Provider's failure to comply with any provision of the labor code, rules or regulations, the PSA/Security Provider obligates itself to indemnify the Procuring Entity to the full extent of such liability, including litigation expenses and other charges, without need of any demand or legal action. In this regard, the PSA/Security Provider authorizes the Procuring Entity to deduct from the PSA's/Security Provider's billings and/or Performance Security, all expenses incurred for such purpose, including expenses for official travel by its employees/officers, provided that the expenses are duly supported by receipts and/or other acceptable proof of expense.

## **VIII. SPECIAL CONDITIONS OF THE CONTRACT**

### **A. PAYMENT**

- i. The PSA/Security Provider shall guarantee each security personnel a wage rate not lower than the minimum wage rate and other remuneration and benefits as provided for in the Philippine Labor Code and the Wage Orders officially issued by the Department of Labor and Employment, Regional Tripartite Wages and Productivity Board (DOLE-RTWPB).
- ii. The PSA/Security Provider shall regularly provide each security personnel copy of official Pay Slip every pay period indicating therein the summary of their salaries, allowances, bonuses, and remittances to SSS, Pag-IBIG, PhilHealth and other authorized

deductions.

iii. In the event that the Regional Tripartite Wages and Productivity Board (RTWPB) or any other competent authority issues a new and valid Wage Order providing for an increase in the minimum wage during the effectivity of the Contract, the Contract Price shall be considered adjusted accordingly based on the published and authenticated rate/s, provided, however, that:

1. The adjustment shall be limited to the increment in the legislated minimum wage, and shall not apply or result to any increment in the other benefits of the security personnel, unless otherwise provided in the RTWPB Order, and
2. No adjustment shall be made to the Administrative or Overhead Cost (Agency Fee) of the PSA/Security Provider.

iv. Payment shall be made on a Monthly Basis and shall be based on the actual number of personnel deployed as verified and certified by the authorized representative of SPMC accompanied by a Certificate of Performance issued by the authorized representative of SPMC attested by the Plant/HR Manager. Payment of remuneration shall be subject to the usual government accounting and auditing regulations. The following documents shall be attached on the billing:

**FIRST BILLING:**

1. Statement of Account;
2. Copy of Payroll (reflect payment of 13th Month Pay on monthly basis);
3. Copy of Duty Detail Order (DDO);
4. Guards Schedule;
5. Daily Time Record (DTR) acknowledged by the Procuring Entity's authorized representative;;
6. Summary of Time Record duly certified correct by the Procuring Entity's authorized representative;
7. Copy of the Contract (certified true copy);
8. Notice of Award (certified true copy);
9. Notice to Proceed (certified true copy);
10. Copy of Performance Bond (certified true copy); and
11. Certification that all salaries, wages and other benefits due to guard covering the month is in accordance with DOLE Wage Rates.

**SUCCEEDING BILLING:**

1. Statement of Account;
  2. Copy of Payroll (reflect payment of 13th Month Pay on monthly basis);
  3. Copy of Duty Detail Order (DDO);
  4. Guards Schedule
  5. Daily Time Record (DTR) acknowledged by the Procuring Entity's authorized representative;;
  6. Summary of Time Record duly certified correct by the Procuring Entity's authorized representative;
  7. Certification that all salaries, wages and other benefits including payment of all mandatory contributions, covering the month are complied with and in accordance with prevailing laws.
- v. It is agreed and understood that the payment of the contract price shall be made on the condition that the PSA/Security Provider has paid its security personnel assigned at AORs all their salaries, wages and other benefits due them up to time of payment of said amounts by the Procuring Entity in accordance with DOLE Wage Rates. A certification to this effect shall be stated and duly signed in the billings made by the PSA/Security Provider. The Procuring Entity shall not be required to pay directly to any of PSA's/Security Provider's personnel any amount owing them by the PSA/Security Provider as salaries, wages or for any purposes whatsoever.
- vi. Payment of sums hereunder shall be subject to the usual government accounting and auditing regulations.
- vii. Should the Procuring Entity be constrained to file a case to obtain court relief against the PSA/Security Provider, the latter will hold itself liable to pay an amount equivalent to twenty percent (20%) of the amount claimed in the complaint as attorney's fees, aside from the costs of the litigation and other expenses which may entitle the Procuring Entity to recover from the PSA/Security Provider any and all actions arising from this Agreement which any party may decide to institute shall be filed with proper court in Makati City.

#### **B. INSPECTION AND TEST**

- i. The Procuring Entity's authorized representative shall inspect the liaison office, firearms, ammunitions, mobility, communication equipment, supplies, paraphernalia's and other related items issued by the PSA/Security Provider to its Security Officers/Guards upon actual posting and at such other times as the

Procuring Entity may deem appropriate;

- ii. The Procuring Entity's authorized representative shall, at any time, inspect PSA/Security Provider Officers/Guards during the performance of their duties to ensure the safety and security of the Procuring Entity's Assets, Plant/facilities including its employees.
- iii. This right to inspect shall not relieve the PSA/Security Provider from full responsibility for the adequate security and protection of the CIIF COMPANIES' Plant/facilities and the contents thereof, or absolve the PSA/Security Provider from liability for all acts or omissions of its guards. The PSA/Security Provider is required to send official representatives during inspections or inventory-taking in CIIF COMPANIES' Plant/facilities;
- iv. Whenever necessary and as requested by the Procuring Entity, the PSA/Security Provider consents and agrees to make available for examination, its Financial Statements, PNP-SOSIA permit to operate, detachment logbooks, time records and such other papers as may be deemed necessary or appropriate;

#### C. MONITORING AND EVALUATION

- i. The Performance of the PSA/Security Provider will be evaluated quarterly by the Procuring Entity's authorized representative based on the quality of work and its compliance with the terms and conditions of the Contract. The Quarterly Security Performance Evaluation and Inspection Review will be conducted by the Asset Management Division together with the HR Division to assess the performance of the PSA/Security Provider in terms of Contract Compliance, Manpower Requirements, Supplies & Equipment Inspection, Personnel/Work Performance and other related requirement which will form part of the Performance Review of the PSA/Security Provider;
- ii. Firearms, vehicles/motorcycles, handheld radios & other equipment shall be inspected daily by the Procuring Entity's authorized representative to determine its compliance with the contract and TOR;
- iii. The PSA/Security Provider shall maintain at least "SATISFACTORY" level of performance throughout the term of the Contract based on the Procuring Entity's Performance Evaluation Assessment;

- iv. Before the end of the contract period, Procuring Entity's authorized representative shall conduct an assessment or evaluation of the performance of the PSA/Security Provider based on the said Performance Criteria;
- v. The Procuring Entity's authorized representatives shall be composed of representatives from Asset Management Division and Human Resources Division. They shall conduct the monitoring of the Private Security Agency's Performance and deficiencies after every quarter of the year. Report on the findings of the Committee shall be submitted to the Management Committee;
- vi. Based on the Performance Assessment, Procuring Entity may cause the termination process of the Contract for failure of the PSA/Security Provider to perform its obligations thereon following the procedure prescribed under the "Guidelines of Termination of Contracts" issued by the Government Procurement Policy Board under Resolution No. 018-2004 dated 22 December 2004.

#### **D. LIABILITY OF THE SECURITY PROVIDER**

- i. The PSA/Security Provider shall be responsible for any loss or damage that may be suffered by the CIIF COMPANIES' Plant/facilities to PSA's/Security Provider's willful act or negligence or violation of the Contract, or due to the willful act or negligence/carelessness of its Security Guards and Supervisors in the performance of their duties. In such event, and at the sole discretion of the Procuring Entity, lost or damaged to CIIF COMPANIES' properties within the AOR's shall be replaced based on the Fair Market Value (FMV) of said CIIF COMPANIES' properties. FMV shall mean the current appraised value of the relevant property as determined by the Procuring Entity based on an in-house or third party appraisal. The Procuring Entity shall have the prerogative to suspend payments due to the PSA/Security Provider under the Contract, pending result of final investigation of the loss or damage, without prejudice to other legal remedies available to the Procuring Entity. Upon receipt of the result of investigation and due notice to the PSA/Security Provider, any loss or damage to Procuring Entity properties be found to have been caused by the fault or negligence of the Security Guards, Supervisors and/or the PSA/Security Provider itself, the PSA authorizes the Procuring Entity to deduct

from any payments due to the PSA/Security Provider under the Contract, the corresponding FMV of the property that was lost or damaged, and to forfeit the Performance Security, without prejudice to other legal remedies available to the Procuring Entity;

- ii. In cases of encroachment upon CIIF COMPANIES' Plant/facilities by illegal settlers, the Procuring Entity shall have the prerogative to withhold payments due to the PSA/Security Provider from its security billings under the contract, and to forfeit its Performance Security, without prejudice to other legal remedies available to the Procuring Entity under the contract and applicable laws. The amount withheld shall be released only upon the PSA's/Security Provider's eviction of the illegal settlers or upon the complete resolution of the illegal settlement or encroachment issue as may be determined by the Procuring Entity. However, in the event that the PSA/Security Provider fails to resolve such illegal settlement or encroachment issue after a reasonable period, and it no longer manifests interest in resolving the same, SPMC shall, upon prior written notice, have the prerogative to declare the PSA/Security Provider in default and the withheld amount shall be recovered by the Procuring Entity. In no case, however, shall the forfeited Performance Security be returned to the PSA/Security Provider. In the event of such forfeiture, the PSA/Security Provider shall provide the Procuring Entity with a new Performance Security in accordance with section 39 of RIRR 2016 and the BDS as security for the faithful performance by the PSA/Security Provider of any and all its obligations under the contract, and to cover any loss, damage or injury suffered by the Procuring Entity or for which the PSA/Security Provider may be made liable under the terms of the contract. Failure by the PSA/Security Provider to provide SPMC with a new or replacement Performance Security shall entitle the Procuring Entity to terminate the contract;
- iii. The PSA/Security Provider shall assume full responsibility for any loss of or damage to any property, and for any personal injury, including death, of any person, that may be caused by act, willful omission or gross negligence of its security personnel assigned to AOR's;
- iv. The PSA/Security Provider shall hold the Procuring Entity free and harmless from any and all liabilities or claims for loss or damage to property or for personal injury, including death, which the

Procuring Entity, its officials, employees and personnel or third persons may suffer by reason of the performance or non-performance of the obligations of the PSA/Security Provider under the Contract.

#### **E. PERFORMANCE SECURITY**

- i. The PSA's/Security Provider's Performance Security shall serve as security for the faithful performance by the PSA/Security Provider of any and all its obligations under the contract, and to cover any loss, damage or injury caused by the PSA/Security Provider or its security personnel in the performance of the contract or for which the PSA/Security Provider may be made liable under the terms of the contract. However, the liability of the PSA/Security Provider shall not be limited to the amount of the Performance Security but to the actual loss or damage that may be suffered by SPMC, its personnel or representatives;
- ii. Thereupon, the PSA's/Security Provider's Performance Security shall be forfeited in favor of Procuring Entity in case the PSA/Security Provider fails to comply with the terms and conditions of the Contract. Should the amount forfeited be insufficient to cover the loss, damage or injury incurred due to the fault of the PSA/Security Provider or its security personnel, the PSA/Security Provider shall pay the remaining balance. In this connection, the PSA/Security Provider authorizes the Procuring Entity to withhold payment of its security service fees until the amount of the loss, injury or damage has been paid to SPMC, or to directly offset such payment against the amount of the loss, damage or injury;
- iii. The PSA's/Security Provider's Performance Security shall likewise cover any and all claims for non-payment of wages, salary differentials or whatever monetary claims its security personnel may have against the PSA/Security Provider, to the extent of the work performed under the Contract with the Procuring Entity. In such event, the liability of the PSA/Security Provider shall not be limited to the amount of the Performance Security but to the actual amount of valid claims of the security personnel of the PSA/Security Provider;
- iv. The cost of obtaining such Performance Security and maintaining the same throughout the Contract period shall be borne solely by the PSA/Security Provider;

- v. The PSA/Security Provider shall present and deliver the Performance Security to the Procuring Entity within a maximum period of ten (10) calendar days from the receipt of the Notice of Award (NOA) from the SPMC, with proof of payment of the required premium thereof. The PSA/Security Provider shall maintain the Performance Security for a period of two (2) years from the effectivity of the Contract.

#### **F. SETTLEMENT OF DISPUTES AND VENUE OF ACTIONS**

- i. Any and all disputes arising from the implementation of the contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the “Arbitration Law”, Republic Act No. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004” and the Supreme Court’s Special Rules on Alternative Dispute Resolution;
- ii. In the event of litigation arising from/relating to the terms and conditions of the contract, the venue of such court actions shall be in Makati City, and the PSA waives any other venue;
- iii. For any breach by the PSA of any of the stipulations, conditions, warranties, representations or obligations under the contract as determined by the Procuring Entity, the latter shall retain, as liquidated damages, all sums of money due to the PSA. Any consideration, concession, tolerance or relaxation of any provision of the contract shall not be interpreted as a renunciation on the part of SPMC of any of its rights granted therein.

#### **G. SECURITY PLAN**

The PSA/Security Provider shall implement in good faith the Security Plan of the Procuring Entity.

#### **H. CONFIDENTIALITY CLAUSE**

- i. All information, data and documents concerning the business and affairs of the Procuring Entity shall be classified as confidential and shall be treated with extreme secrecy by the PSA/Security Provider, Officers/Guards and shall not be communicated or disclosed to any person or entity without prior written clearance from the Procuring Entity even after the termination of its contract;

- ii. In the event that the PSA/Security Provider fails to comply with this Confidentiality Clause, the Procuring Entity shall have the option to apply pertinent provisions of R. A. No. 5487 without prejudice to the right of the Procuring Entity to seek relief under prevailing laws, including termination for breach as applicable;
- iii. A non-disclosure agreement with SPMC shall form part of the contract between the PSA/Security Provider and SPMC.

#### I. TERMINATION/CANCELLATION OF THE CONTRACT

- i. Owing to the nature of the services rendered by the PSA/Security Provider, the Procuring entity shall have the right, upon written notice to the PSA/Security Provider and without need of court action, may immediately and unilaterally cause the cancellation/termination of the contract, wholly or in part, on any of the following grounds:
  - 1. Revocation by the PNP/SOSIA of the AGENCY's License to Operate (LTO);
  - 2. Expiration or suspension of the PSA/Security Provider's LTO;
  - 3. Expiration or cancellation of the PSA's Certificate of Registration as Contractor issued by the Regional Office of the Department of Labor and Employment where the PSA/Security Provider principally operates;
  - 4. Failure of the PSA/Security Provider to maintain its Performance Security;
  - 5. Expiration or suspension of the license or permit of any of the security guards assigned to the Procuring Entity's plant/facilities, or of any other license or permit necessary for the performance of the PSA's/Security Provider's obligations under the contract;
  - 6. When the misconduct, fault or negligence of the PSA/Security Provider or its security personnel, or a violation by the PSA/Security Provider of its obligations, results in physical injury or death to other security personnel of the PSA/Security Provider, or to the Procuring Entity's personnel or third parties; or when such misconduct, fault,

negligence or violation causes loss of or damage to CIIF COMPANIES' plant/facilities or properties of Procuring Entity's personnel or third parties;

7. Non-payment by the PSA/Security Provider of the salaries/wages and other employment benefits of its security guards/employees assigned to the Procuring Entity's plant/facilities. Failure of the Procuring Entity's to pay the monthly billings, should not, at any time, be used by the PSA/Security Provider as an excuse for not paying its guards;
8. Non-remittance/non-payment by the PSA/Security Provider of the compulsory social security benefit required contributions (including the employer's share/contribution, as applicable) to the SSS, PhilHealth, PagIBIG, and Employees Compensation/State Insurance Fund;
9. Any false, misleading or fraudulent representation made by the PSA/Security Provider in connection with the procurement or bidding process, or in connection with the implementation of, or the performance of its obligations under, the contract;
10. The PSA/Security Provider has engaged or is engaging in corrupt or collusive or coercive or obstructive practices defined in ITB 4, or is engaging in unlawful or unethical business or employment practices;
11. Loss of trust and confidence in the PSA/Security Provider;
12. Any decrease or increase in the number of guards and/or reshuffling of the guard/s, or any removal or replacement of guards, without the prior written approval of the Procuring Entity;
13. Failure of the PSA/Security Provider to cause the withdrawal, replacement, decrease or increase of posting and number of guards as required by the Procuring Entity;
14. Failure of the PSA/Security Provider to comply with the requirements for billing;
15. Failure of the PSA/Security Provider to implement the payment of wages and other legal entitlements of its security guards posted at the Procuring Entity's plant/facilities through Automated Teller Machine (ATM) in accordance with the contract;
16. Failure of the PSA/Security Provider or its security personnel to comply with their obligations under the contract;
17. Should the contract be cancelled or terminated, the PSA/Security Provider shall not be entitled to any right other than those which may have accrued at the time of the cancellation or termination of the contract.

18. The PSA/Security Provider shall immediately and without need of demand, and in no case later than five (5) calendar days from receipt of written notice of the termination of the contract, indemnify the Procuring Entity for any loss or damage it has sustained on account of any of the foregoing grounds for cancellation/termination.
19. In case of cancellation or termination of the contract, the PSA/Security Provider shall submit to the Procuring Entity the quitclaims and releases of its security personnel without prejudice to other documents which the Procuring Entity may require.

**J. WARRANTY - The PSA's/Security Provider's warranties are:**

- i. The PSA/Security Provider warrants that the security personnel assigned to CIIF COMPANIES' plant/facilities are:
  1. duly trained and licensed to act as Security Officers/Guards (Detachment Commander/Head Guard and Shift-In-Charge), to bear firearms, and to perform their duties under the Contract;
  2. competent, efficient, reliable, physically and mentally fit based on valid and current medical and neuro-psychiatric evaluation/clearance, of good moral character and without criminal or other derogatory record based on valid and current clearances issued by the National Bureau of Investigation, the Philippine National Police, the Barangay where the security guard resides, as well as the Police Department, the Office of the Prosecutor, the Regional Trial Court. and the Metropolitan Trial Court or other first-level trial court, of the City or Municipality where the security guard resides;
  3. have been tested negative for use of any prohibited drug;
  4. sufficiently knowledgeable of the use and nature of the weapons, ammunitions, devices, equipment, vehicle and other security paraphernalia;
  5. will abide by the Procuring Entity's rules and regulations.
- ii. The PSA/Security Provider also warrants that the firearms and ammunitions issued to its security personnel are duly licensed as required by law, and that the said firearms and ammunitions, as

well as all mobility, communication equipment, supplies and other related items provided by the PSA/Security Provider to its security personnel, are serviceable and dependable;

- iii. The PSA/Security Provider likewise warrants that it shall comply with its obligations as employer of the security guards under labor laws, rules and regulations, and shall hold the SPMC free from any liability to them. The PSA/Security Provider shall assume full responsibility for the payment of compensation, salaries, wages, and other benefits of its security personnel, including benefits for any personal injuries, including death which may be sustained in the performance of security services to SPMC plant/facilities;
- iv. The PSA/Security Provider further warrants that it shall be responsible for any loss or damage that may be suffered by the CIIF COMPANIES' Plant/facilities . or its properties due to the willful act and/or negligence of its employees in the performance of their duties. The PSA/Security Provider shall likewise assume full responsibility for any loss of or damage to any property, and for any personal injury, including death of any person that may be caused by the act, willful omission or negligence of its security personnel assigned to the CIIF COMPANIES' plant/facilities.



# SECURITY PLAN



## I. INTRODUCTION

This Security Plan constitute the "Standard Operating Procedure" that covers the detailed preparation in order to secure the CIIF COMPANIES, their employees, tenants and visitors from theft, pilferage, robbery, and bodily harm and prevent unauthorized entry and other unlawful acts.

It was developed to serve as reference to all personnel at the facility to ensure the systematic performance of their respective functions pertaining to security. All security personnel are therefore enjoined to observe and implement the security policies and procedures strictly but with utmost courtesy and professionalism.

## II. OBJECTIVES

The mission and objective of the Security Service Provider is to provide guards who will perform their duties with dedication, excellence, intelligence and expertise in the application of special skills and technical knowledge. Security Guards that is duly licensed, well trained, and educated with high standard of professionalism serving with utmost responsibility and with over-all objectives as follows:

1. To undertake security measures for the protection of CIIF COMPANIES personnel and property within the premises from theft, pilferage, robbery, explosions and bodily harm and prevent unauthorized entry and other unlawful acts by third parties.
2. To maintain peace and order in all facilities and its premises in coordination with the Philippine National Police and other law enforcement agencies in the area.
3. To enforce company rules and regulations issued from time to time by CIIF COMPANIES management.
4. To perform such other functions incidental to and necessary for the achievement of the Security Service Provider assigned missions and objectives.

### PARTICULARS/SPECIAL OPERATING PROCEDURES:

To achieve the above-mentioned mission and objectives, the Security Service Provider will undertake the following activities:

1. Provide CIIF COMPANIES with qualified and duly trained security guards to protect the company properties, assets, officials and employees in accordance with the provisions of the contract and RA No. 5487, as amended.
2. Define the areas and other structures considered critical and vulnerable so as to establish priorities for their protection, by conducting a physical security survey, inspection and assessment of the location prior to the posting of guards.

COMMITTEE . \_\_\_\_\_  
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3. Define and establish restrictions on the access and movement into critical areas categorized to personnel, equipment, and/or properties.
4. The offices occupied by the officials of CIIF COMPANIES shall be provided twenty- four (24) hours security coverage. These offices are security risks areas and shall be given extra protection by the guard force.
5. Inspect from time to time, different aids to security, such as the perimeter barriers, protective lighting, alarm system, and communication system to determine flaws/defects, for possible corrective measures.
6. Publish and disseminate properly emergency plans to all security guards concerned so that they will know exactly what to do in case of disasters such as typhoons, fire, earthquake and such other calamities.
7. Maintain a contingent of two (2) reserve security guards in large establishment of CIIF COMPANIES 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.
8. On the security force, disseminate properly general instructions such as guard's special orders and standard operating procedures. Posted guards shall be armed and their respective areas of responsibilities fully defined. Disciplinary measures for erring security guards shall conform to the requirements of CIIF COMPANIES management and the Code of Employee Discipline of the Security Service Provider.
9. Conduct liaison and coordination with the local civil authorities, police, fire department and/or military organizations on matters requiring coordinated actions.
10. The designated Head Guards shall provide command and leadership over the regular security guards. He shall monitor the performance and efficiency of the guards assigned with his area of responsibility.
11. The Head Guards shall be primarily responsible in initiating the policy or program for the implementation of security measures to be carried out by the entire security force in relation to their duties and functions at CIIF COMPANIES establishments.
12. All security guards shall 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 Head Guards must 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 effective.

**Conforme :** \_\_\_\_\_  
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13. No guard should vacate his post without a reliever. The Head Guard cannot takesomebody else's post in case his post will be vacated/abandoned. During the turnover of shifts, the Head Guards of both shifts shall conduct a joint inspection of the premises to ensure orderly transfer of responsibilities.



**Conforme :** \_\_\_\_\_  
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**III. GUARD FORCES AND GUARDING SYSTEM:**

**A. DEPLOYMENT OF SECURITY GUARDS**

**1. SPMC**

| Location                            | Time Shift       | No. of SGs |
|-------------------------------------|------------------|------------|
| Head Office<br>(Intramuros, Manila) | 6:00AM to 6:00PM | 1          |
|                                     | 6:00PM to 6:00AM | 1          |
| SPMC Plant<br>(Batangas)            | 6:00AM to 6:00PM | 3          |
|                                     | 6:00PM to 6:00AM | 2          |
| Laguna Property<br>(Laguna)         | 6:00AM to 6:00PM | 1          |
|                                     | 6:00PM to 6:00AM | 1          |
| SolCOm (Mulanay, Quezon)            | 6:00AM to 6:00PM | 1          |
|                                     | 6:00PM to 6:00AM | 1          |

**TOTAL: 11**

**2. GRANEX**

| Location                               | Time Shift       | No. of SGs |
|----------------------------------------|------------------|------------|
| Granex Plant<br>(Iligan City)          | 6:00AM to 6:00PM | 10         |
|                                        | 6:00PM to 6:00AM | 9          |
| Granex<br>(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          |
| Masbate                                | 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          |

**TOTAL: 27**

**3. LEGOIL**

| Location                     | Time Shift       | No. of SGs |
|------------------------------|------------------|------------|
| Legoil Plant<br>(Arimbay)    | 6:00AM to 6:00PM | 4          |
|                              | 6:00PM to 6:00AM | 4          |
| <b>Copra Buying Stations</b> |                  |            |
| Maco                         | 6:00AM to 6:00PM | 1          |
|                              | 6:00PM to 6:00AM | 1          |

**TOTAL: 10**

**Total number of Security Guards: 45**

**Conforme :** \_\_\_\_\_  
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## **B. CONCEPT OF OPERATIONS / GUARDING SYSTEM**

### **ACCESS DOORS/GATE**

#### **Objective:**

To secure the gates, office entrances, production areas and warehouse doors during and after office hours or non-operation days in order to prevent entry of people carrying banned items such as but not limited to prohibited gadgets, deadly weapons, explosives, chemicals, contraband items, illegal drugs, other harmful materials and to prevent pilferage at the premises of CIIF COMPANIES.

#### **Procedures:**

1. Check by body frisking or by using metal detector all persons entering CIIF COMPANIES establishments.
2. Inspect all bags and parcels to ensure that no deadly weapons or harmful materials are being brought in and no properties of CIIF COMPANIES are brought out of the premises without proper documentations.
3. Inspect the surrounding areas for suspicious objects and other things that are out of the ordinary.
4. Prevent and/or deter any form of criminality and if possible, cause the arrest of their perpetrators.
5. Call in visitors of VIPs and secure clearance prior to allowing the visitors to proceed to their destination.
6. Allow nobody to enter after business hours or non-operating days without proper authority.
7. Ensure that no vehicles other than CIIF COMPANIES vehicles are allowed to park at the company's designated parking slot.

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8. Require all individuals possessing firearms or prohibited gadgets to leave their items with the security guard after issuing a receipt for such.
9. Individuals found in possession with deadly weapons, other harmful materials and/or company properties will be turned over to the nearest police station.
10. Implement the "NO ID, NO ENTRY" policy with utmost courtesy to all CIIF COMPANIES personnel. For visitors, determine their destination and guide them in the right direction after necessary screening is conducted.
11. Perform other duties as may be directed by higher Headquarters and by CIIF COMPANIES officials or their authorized representatives.

#### TRACKING SYSTEM FOR VISITORS

**Objective:**

To track down and monitor the movement of visitors, suppliers and other non-personnel of CIIF COMPANIES within the facility premises and to prevent unauthorized personnel from loitering around within the facility particularly at the warehouse and production area.

- Direct lost visitors to their proper destination.
- Monitor the movements of visitors/guests while within the facility.

Procedures:

1. Ensure that all visitors shall not loiter within the office and warehouse area after they have concluded their business transaction.
2. Roving guard shall inspect their respective area of responsibility to ensure that no one loiters around or within the premises.
3. All unauthorized persons will be questioned and requested to vacate the area politely.
4. Ensure that only authorized personnel are allowed within the premises after business hours.

#### EXCLUSIVE AND RESTRICTED AREAS

**Objective:**

To prevent entry of unauthorized person in exclusive and restricted areas as designated by the CIIF COMPANIES management.

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

1. Monitor the movement and log in the entry and departure of personnel into exclusive and/or restricted areas to ensure only authorized personnel are entering those areas.
2. Secure a list of personnel authorized to enter exclusive and restricted areas, compare persons entering into these areas with the list provided and allow no one to pass or loiter without proper authority.
3. Other CIIF COMPANIES personnel entering restricted areas must secure clearance from management. An authorized person must accompany the employee at all times while inside the restricted area.

EQUIPMENT/MACHINES, & OTHER COMPANY PROPERTY

**Objective:**

To prevent unauthorized transfer of production materials, office equipment/machines (computers, monitors, tools, etc.) from one office/warehouse to another, monitor its movement and prevent their loss.

Procedures:

1. No CIIF COMPANIES property shall be allowed to be brought out from one area to another without the approval of the head or team leader of the concerned section or department and/or a document duly signed by the designated signatory.
2. Guards on duty shall inspect and ensure that company property being moved from one facility to another is as indicated in the document or gate pass issued by the concerned department. They will log the equipment, to include serial numbers, person moving the equipment, time and date.
3. Employees bringing in personal property shall be required to secure personal property slip from the security office. When moving such property from one place to another, the personal property slip must accompany the said property.
4. CIIF COMPANIES employees bringing out their personal property must check out the original personal property slip from the security detachment.

SUPPLY ROOMS, STORAGE AREAS, VAULTS AND SAFES.

**Objective:**

To prevent pilferage of raw materials, production components, office supplies, and other items stored in the supply rooms, storage and warehouse areas. Prevent access to vaults and safe by unauthorized persons.

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

1. Ensure that only authorized personnel and/or authorized key holder shall open and access the supply rooms, storage and warehouse areas.
2. Ensure that the density of supplies being taken out of the supply room coincides with that stated in the requisition/request form.
3. Ensure that only the authorized key holder shall open the supply rooms, storage and warehouse areas.
4. Monitor all items being brought out of storage and warehouse areas to ensure that they are as reflected in the gate pass.
5. During routine inspection and after office hours, ensure that doors, locks and door hinges to supply rooms, storage and warehouse areas, vaults and safes have not been tampered with.
6. Combinations of the locks of safes and vaults must be given only to the authorized person. The combination must be changed at least every quarter. In the event an employee, who is authorized access to vaults and safes was transferred, resigned or has been terminated from employment, the combination of the locks must be immediately replaced.
7. Storage and warehouse areas that are perennially locked will be inspected regularly to ensure that the locks or door hinges have not been tampered with.

VITAL INSTALLATION

**Objective:**

To prevent destruction/sabotage of power stations, generators, communication equipment and its installation, water supply system.

Procedures:

1. Designate these areas as restricted areas and limit the entry to only authorized personnel to these areas. Only those actually working in these areas will be allowed access. List of personnel working in these areas must be provided.
2. When contractual repairs are being undertaken, employees of these contractors must be accompanied at all times actually within the restricted areas and while performing the repairs. Personal belongings of contractor employees shall be inspected when entering and departing these areas.
3. Ensure that the alarm system in these areas is working.
4. Ensure that firefighting equipment is in working condition.

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5. Patrol the areas regularly to ensure that no suspicious objects have been left behind.

## VITAL DOCUMENTS/RECORDS

### **Objective:**

To prevent unauthorized access to and/ or destruction/ tampering of vital documents and other important records.

### Procedures:

1. Designation of the records and documents areas as restriction areas.
2. Strictly implement policies and procedural statements on the handling of classified documents and records.
3. CIIF COMPANIES employees not actually working inside the records and documents areas shall not be allowed inside these areas without clearance.
4. No documents or records will be allowed to be brought outside without proper clearance or authority.
5. Duplication of records and documents must be with authority from CIIFCOMPANIES management.
6. Records and documents being brought out must be accompanied by a written authority on which it is clearly stated what documents or records may be brought out and who may bring the document out. Copy of the authorization must be left with the guard on duty for recording and consolidation.
7. All outgoing documents/records should be logged indicating the time, date, name, designation and office of the receiver.
8. Ensure that all firefighting equipment installed in the area must always be in good working condition.

## KEY CONTROL

### **Objective:**

To prevent unauthorized access to keys of office doors or doors of supply rooms and restricted areas and provide an effective system in its issuance and recall.

### Procedures:

1. A key custodian must be designated.

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2. Issuance of keys must be controlled and all issuance must be logged with pertinent information surrounding the issuance included.
3. Regular inspection of locks and latches.
4. No duplication of keys must be allowed unless expressly necessary and approved by management authorities.
5. Keys must not be allowed to be brought out of the premises without authority.
6. Lost keys must be immediately reported, and padlocks must be replaced.
7. Regular rotation of padlocks should be implemented.

#### GOOD RELATIONSHIP WITH EMPLOYEES, MEMBERS AND VISITORS

**Objective:**

To promote and maintain good relationship with CIIF COMPANIES officials and employees.

**Procedures:**

1. To deal with the general public with outmost courtesy and diplomacy, even while enforcing security measures.
2. Be alerted to provide service and assistance. Provide proper direction of visitors.
3. Maintain the highest degree of professionalism at all times by adhering to his Code of Ethics and Code of Conduct.

#### OTHER RELATED DUTIES AFTER BUSINESS HOURS

**Objective:**

To clear premises of unnecessary personnel, switch off unnecessary lights and equipment (electric fans and aircon), and to lock doors, and windows after business hours. To check if the alarm system is still working.

**Procedures:**

1. After business hours, ensure that only employees rendering overtime are allowed inside the facility.
2. A list of employees rendering overtime must be forwarded to the guards on duty at least two (2) hours before the start of overtime.
3. Check the authorization of the employees rendering overtime.

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4. Contractual employees shall not be allowed to loiter within the premises after their off duty unless explicitly necessary and with proper authority.
5. After business hours, guards on duty shall ensure that all windows and doors of unused offices are locked and secured.
6. Conduct inspection after business hours to ensure that all electrical equipment in the unused offices is un-plug or switch off. Turn off unnecessary lights during hours of darkness.
7. Shut off water faucets left running. Make necessary reports for non-functioning faucets.
8. Must be on the lookout for and investigate any unusual odors, especially odors of smoke or gas.

#### **IV. NORMAL/REGULAR SITUATIONS**

##### **A. FOR CIIF COMPANIES' PLANTS, PROPERTIES**

##### **AND CBS SECURITY OFFICER / HEAD GUARD**

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

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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 or area.
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 or Head Guards during the latter absence.
2. Ensures that all posts are manned.

### B. 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

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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 or area, for proper identification of all visitors/guests;
  - c. Inspection of all bags, packages, attaché cases and similar carry - all 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.

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- 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 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

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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.

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**C. SPECIFIC POSTING****GRANEX - ILIGAN**

|                                                                         |                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Post No. 1</b>                                                       |                                                                                                                                                                                                                 |
| MAIN GATE<br>6am-6pm<br>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<br>6am-6pm<br>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<br>6am-6pm<br>6pm-6am                                        | Record and monitor all activities and items covered in post for further inventory.                                                                                                                              |
| <b>Post No. 4</b>                                                       |                                                                                                                                                                                                                 |
| LOADING PIER TOWER<br>6am-6pm<br>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)<br>6am-6pm<br>6pm-6am | Monitor and record all vessels arriving at the unloading area.<br>Establish procedures and assist in all cash withdrawal transactions.                                                                          |
| <b>Post No. 6 &amp; 7</b>                                               |                                                                                                                                                                                                                 |
| SOLVENT PLANT and 69KV Substation (night shift only)<br>6pm-6am         | Monitor /record all activities during tour of duty for further inspection.                                                                                                                                      |
| <b>Post No. 8</b>                                                       |                                                                                                                                                                                                                 |
| COPRA RECEIVING (Night shift only)<br>6pm-6am                           | Conduct roving inspection to the whole area of copra receiving.<br>Assist at copra receiving / weighing area during the operation.                                                                              |
| <b>Post No. 9</b>                                                       |                                                                                                                                                                                                                 |
| TANK FARM<br>6am-6pm<br>6pm-6am                                         | Conduct roving inspection of the whole tank farm area.                                                                                                                                                          |
| <b>Post No. 10</b>                                                      |                                                                                                                                                                                                                 |

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|                                             |                                                                                                                                     |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| ADMIN OFFICE<br>(Day shift only)<br>6am-6pm | Record daily activities, monitor and secure the area during tour of duty.                                                           |
| <b>Post No. 11</b>                          |                                                                                                                                     |
| GUEST HOUSE<br>(Night shift only)           | Monitor / record all activities during tour of duty.<br>Conduct roving inspection to ensure that guests are safe and out of danger. |

#### IBMC – KAUSWAGAN, LANAo DEL NORTE

|                                             |                                                                                                                                                                                                                    |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Post No. 1</b>                           |                                                                                                                                                                                                                    |
| MAIN GATE<br>6am-6pm<br>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<br>(night shift only)<br>6pm-6am  | Record and assist all incoming and outgoing vessels, the corresponding date and time of arrival/departure.<br>Check and verify the clearance to the sail out, vessel name, and signature of the approving officer. |
| <b>Post No. 3</b>                           |                                                                                                                                                                                                                    |
| POWERHOUSE<br>(night shift only)<br>6pm-6am | Conduct roving inspection at the whole Powerhouse area to monitor situation of the facility.<br>Record all activities during tour of duty.                                                                         |

#### LEGOIL – ARIMBAY, LEGASPI CITY

|                                             |                                                                                                                                                                                                                    |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Post No. 1</b>                           |                                                                                                                                                                                                                    |
| MAIN GATE<br>6am-6pm<br>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<br>(Night shift only)<br>6pm-6am  | Record and assist all incoming and outgoing vessels, the corresponding date and time of arrival/departure.<br>Check and verify the clearance to the sail out, vessel name, and signature of the approving officer. |
| <b>Post No. 3</b>                           |                                                                                                                                                                                                                    |
| POWERHOUSE<br>(Night shift only)<br>6pm-6am | Conduct roving inspection at the whole Powerhouse area to monitor situation of the facility.<br>Record all activities during tour of duty                                                                          |

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## COPRA BUYING STATION

| <b>Post No. 1</b>                   |                                                                                                                                                                                                                                                  |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MAIN ENTRANCE<br>6am-6pm<br>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.<br>Assist all trucks delivery and to make sure that the driveway is available for parking |
| <b>Post No. 2</b>                   |                                                                                                                                                                                                                                                  |
| COPRA RECEIVING<br>6am-6pm          | Conduct roving inspection to whole area at copra receiving.<br>Assist at copra receiving / weighing area during the operation.                                                                                                                   |

## SPMC – BATANGAS PLANT

| <b>Post No. 1</b>                   |                                                                                                                                                                                                                                                  |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MAIN ENTRANCE<br>6am-6pm<br>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.<br>Assist all trucks delivery and to make sure that the driveway is available for parking |
| <b>Post No. 2</b>                   |                                                                                                                                                                                                                                                  |
| LOADING AREA<br>6am-6pm             | Record and assist all incoming and outgoing trucks, the corresponding date and time of arrival/departure.<br>Check and verify all documents presented and the signature of approving officer.                                                    |
| <b>Post No. 3</b>                   |                                                                                                                                                                                                                                                  |
| PREMISES<br>6am-6pm<br>6pm-6am      | Conduct roving inspection to whole area to monitor situation of the facility.<br><br>Record all activities during tour of duty                                                                                                                   |

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SPMC – LAGUNA WAREHOUSE

| <b>Post No. 1</b>                   |                                                      |
|-------------------------------------|------------------------------------------------------|
| MAIN ENTRANCE<br>6am-6pm<br>6pm-6am | Monitor / record all activities during tour of duty. |

SPMC – SOLCOM PLANT (MULANAY, QUEZON)

| <b>Post No. 1</b>                   |                                                      |
|-------------------------------------|------------------------------------------------------|
| MAIN ENTRANCE<br>6am-6pm<br>6pm-6am | Monitor / record all activities during tour of duty. |

SPMC – HEAD OFFICE, INTRAMUROS, MANILA

| <b>Post No. 1</b>                   |                                                                                                                                                                                |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MAIN ENTRANCE<br>6am-6pm<br>6pm-6am | Monitor / record all activities whole day and night.<br>Time-in & Time-out of employees.<br>Receive all incoming documents.<br>Recording of trip tickets, departure & arrival. |

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## 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.

## V. STANDARD OPERATING PROCEDURES

### 1. PERSONNEL AND VISITOR

- a. All CIIF COMPANIES 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

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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.

Any personnel who have to stay in the office beyond their working hours 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.

- 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.

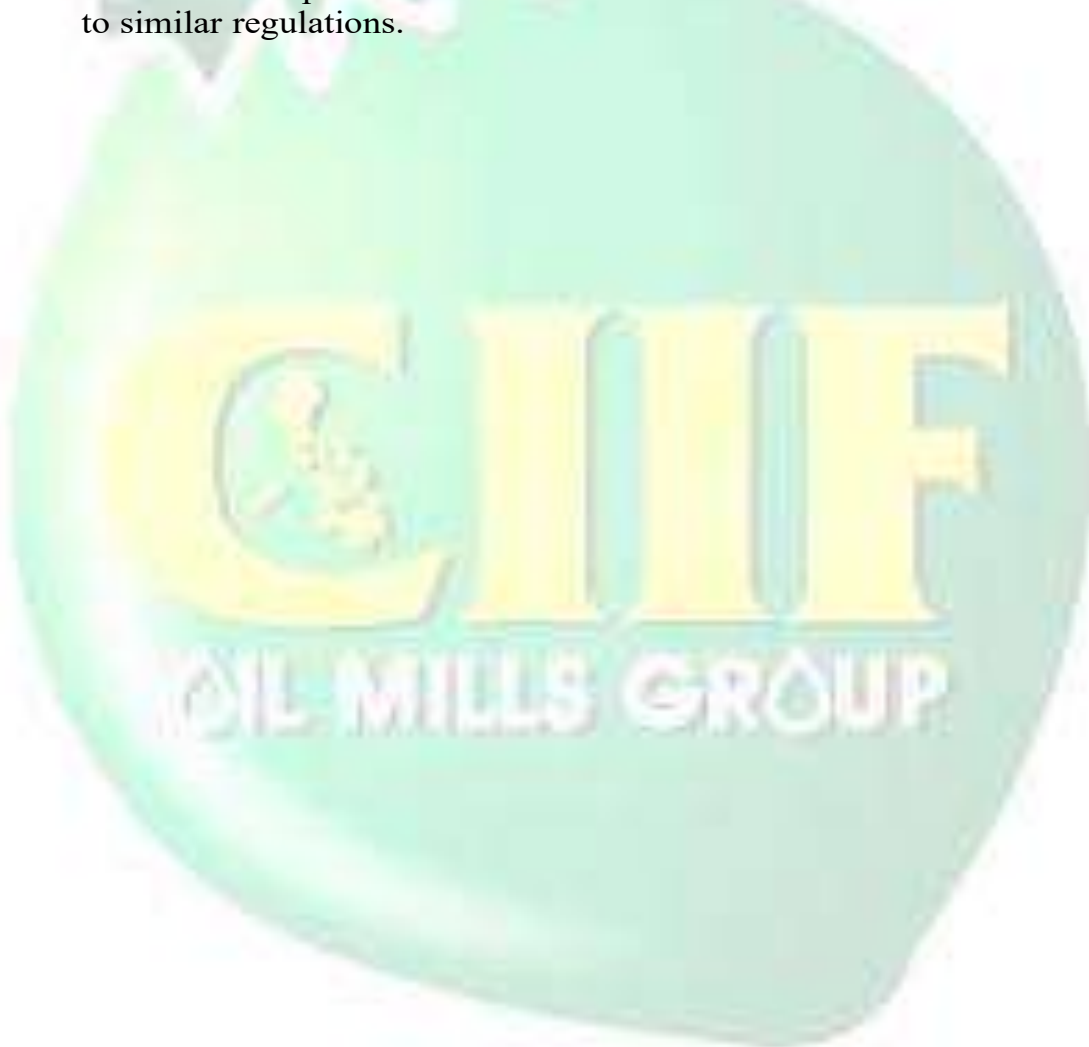
## 2. VEHICLE CONTROL

- 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.

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### 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.



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## VI. EQUIPMENT REQUIREMENT

### 1. SUPPORT EQUIPMENT

| EQUIPMENT                                           | QTY/DESCRIPTION                                                                                                                                                           | LOCATION                                                                                                |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| a. Firearms                                         | One (1) unit 9mm pistol with 1 magazine full of ammos per guard on duty (23 units total); and<br><br>Three (3) units - 12 ga. Shotgun with at least 7-shotgun shells each | ALL except Head Office<br><br>Legoil - Arimbay<br>SPMC - Batangas<br>Granex – Iligan<br>Solcom - Quezon |
| 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                          | One (1) unit per guard on duty                                                                                                                                            | Per Station                                                                                             |
| e. Metal Detector (handheld)                        | Three (3) units                                                                                                                                                           | Legoil - Arimbay<br>SPMC - Batangas<br>Granex - Iligan                                                  |
| f. Typewriter/Desktop Computer                      | Three (3) units                                                                                                                                                           | Legoil - Arimbay<br>SPMC - Batangas<br>Granex - Iligan                                                  |
| g. Umbrellas/Raincoats                              | 48 umbrellas<br>48 raincoats                                                                                                                                              | ALL                                                                                                     |
| h. Handheld digital cameras/ cellphones with camera | One (1) unit handheld digital camera/cellphone with camera (For on-duty security guard)                                                                                   | ALL                                                                                                     |

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|                                   |                                                               |                                                                           |
|-----------------------------------|---------------------------------------------------------------|---------------------------------------------------------------------------|
| i. Megaphones                     | Four (4) units                                                | Legoil - Arimbay<br>SPMC - Batangas<br>Granex – Iligan<br>Solcom - Quezon |
| j. Flashlights                    | One for each guard                                            | ALL                                                                       |
| k. Medical Kit                    | One for each guard                                            | ALL                                                                       |
| l. Truncheons                     | One for each guard                                            | ALL                                                                       |
| m. Riot shield                    | Four (4) units                                                | Legoil - Arimbay<br>SPMC - Batangas<br>Granex - Iligan                    |
| n. Teargas Canisters              | Four (4) units                                                | Legoil - Arimbay<br>SPMC - Batangas<br>Granex – Iligan<br>Solcom - Quezon |
| o. Rain Boots                     | 48 rainboots                                                  | ALL                                                                       |
| p. Police Whistles                | One (1) for each guard                                        | ALL                                                                       |
| q. Traffic vest                   | 48 pcs                                                        | ALL                                                                       |
| r. Traffic Gloves                 | 48 pcs                                                        | ALL                                                                       |
| s. Ostrich Mirror                 | Four (4) units                                                | Legoil - Arimbay<br>SPMC – Batangas<br>Granex – Iligan<br>Solcom - Quezon |
| t. Self Defense Baton<br>Stun Gun | Each per Guard                                                | ALL                                                                       |
| u. Transportation Vehicle         | One (1), as needed and requested<br>or during firearm testing | ALL                                                                       |
| v. Motorcycle with sidecar        | Four (4) units                                                | Legoil- Arimbay<br>SPMC – Batangas<br>Granex – Iligan<br>SolCom - Quezon  |

## 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.

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

**VII. 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 Security Service Provider.

The Security and Safety Coordinator shall conduct spot inspections of security guardson 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;

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*Signature over Printed Name of Bidder/Authorized*

- 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 posting of unlicensed guards.

#### **VIII. INSTITUTIONAL ARRANGEMENT /LINKAGES**

The designated Head Guard/s in every CIIF COMPANIES 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

#### **IX. ADMINISTRATIVE AND ADDITIONAL SERVICES**

1. Unusual incident occurred in CIIF COMPANIES facility should be immediately reported to the Head Guard who in turn shall submit a report to the management thru the HR Department including the action taken.
2. The report shall be filed by the Head Guard and a copy of which shall be submitted to the Security Service Provider. If the incident is criminal in nature, report the incident to the nearest PNP unit as soon as possible.
3. In case of emergencies, man-made or natural, liaison and coordination shall be made with the local civil authorities, police and fire departments and nearby hospitals. Contact the Security Service Provider if additional back-up guards are needed.
4. The Security Service Provider shall provide additional services to CIIF COMPANIES free of charge consisting with the following:

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- a. Conduct investigation on matters in connection with their service work, including investigation on reported losses.
- b. Intelligence networking and surveillance are conducted by soliciting information from within the areas to detect criminals operating in and near the areas, in coordination with other law enforcement agency.
- c. Conduct Monthly troop inspection and education of all security guards to acquaint them on policies, guidelines and instruction of II-VI Performance Metals, Inc.
- d. Conduct an In-service training program and refresher seminars of security personnel.
- e. Conduct a regular security risk assessment to evaluate the existing security measures and provide recommendations in case system changes are needed.

#### **X. CONTINGENCY PLAN:**

To minimize possible risk and losses or damages to lives and properties of CIIF COMPANIES, contingency plan is therefore necessary. Therefore, the Security Service Provider had come up with this contingency plan to secure and protect the company and its facilities.

Security Personnel are trained to act during disasters whether manmade or natural calamity. All guards were adequately trained and knowledgeable on what to do before, during and after the following incidents:

1. Theft
2. Fire
3. Typhoon
4. Bomb Threat
5. Earthquake
6. Strike or Lockout
7. Armed Assault
8. Hostage Situation

#### **A. EMERGENCY ACTION PLAN IN CASE OF THEFT**

Upon receipt of complaint from client for loss of properties, the following procedures shall be immediately conducted:

1. The Head Guard or Team Leader will immediately proceed to the scene of the crime for possible preservation and recovery traces of evidence.

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2. Photograph the scene but do not touch anything. Remember the acronym "MAC" meaning do not mutilate, alternate or contaminate the pieces of evidence left behind at the scene of the crime.
3. List down personnel who were present during the discovery of the loss.
4. Conduct initial inquiry and interview other personnel that may have knowledge about the case;
5. Summon assistance from agency investigators if the need arises.
6. Blotter the incident with the nearest PNP station that has jurisdiction of the place.
7. Prepare incident report and submit the same to the client and copy of such report must be submitted to the Security Service Provider for proper coordination in case the Agency is needed to conduct a parallel investigation of the case even the Police or other law enforcement agency had already taken up the initiative.

## B. EMERGENCY ACTION PLAN IN CASE OF FIRE

FIRE PREVENTION is every one's job, hence all employees should observe the following procedures in case of fire:

- a. Upon discovery of the fire, responding guard shall first determine the cause or severity of the fire.

If the fire is small, the guard may resort to the use of fire extinguisher installed in the area. He shall determine the kind of fire extinguisher he shall use for specific type of fire.

In using the fire extinguisher, the guard shall remember the word "TPASS" which means **T**- twist, **P**- pull the pin, **A**- aim the nozzle, **S**- squeeze, and **S**-sweep to the base of the fire until it is totally covered.

- b. If the fire cannot be stopped, the guard shall immediately sound the alarm. Any guard who heard the alarm shall immediately initiate the following:

1. Call help from employees or workers of the facility
2. Immediately switch off the main switch;
3. Immediately inform the designated responsible person of the company;
4. Secure all entrance and exit doors and allow no one to enter the office except those authorized;
5. All emergency exits shall be opened;
6. Identify and prepare a safe place for evacuation, if necessary;
7. Observe any suspicious looking individual for possible identity of suspect for intentional setting of fire;
8. Prevent entry of looters;
9. Secure all company properties.

- c. After the fire is extinguished, guard will only allow authorized person to enter the facility/offices after it has been declared safe by the Fire Department.

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**D. EMERGENCY ACTION PLAN IN CASE OF TYPHOON**

TYPHOON is a natural calamity over which we have no control. However, when they pass over our respective localities, their disastrous effects can be minimized with alertness and preparation.

1. Secured all doors and windows of the facilities. If needed, reinforce windowglass, etc. with gummed tape or vinyl tape. All shutters should also be closed and secured.
2. If the water level increased, check if the electrical plug can be reached by water, if so, inform the maintenance section for them to switch off the powerline
3. Store or transfer sensitive equipment and machineries to a higher ground or to a safer place to prevent them from being soaked with flood waters.
4. Keep flashlights, portable radio handy to be ready for use in case of a blackout or power cut-off.
5. Observe the surroundings and detect possible danger from falling branches of trees or any object from a higher ground. If not severely needed, do not leave the facility or go out in strong winds. If you must go out, wear a hard hat.
6. Locate for possible place for evacuation in case the situation worsened. Confirm where the nearest disaster shelter is and how to get there.
7. Pay close attention to weather forecasts. If a warning to evacuate the area is announced, evacuate as quickly as possible.
8. After the typhoon, inspect the facility and its premises for any possible damages and report the same to the management.

**E. EMERGENCY ACTION PLAN IN CASE OF BOMB THREAT**

BOMB THREATS are usually received thru telephone and expert says that ninety nine percent of which is negative and only one percent is positive which is dangerous if it is true.

In case of bomb threat, the following precautionary measures shall be immediately initiated by the security personnel on duty:

1. Immediately inform the concerned company officials or his designated representative at the area.
2. Keep caller on the line as long as possible. Obtain as much relevant information as possible and take note of the following;
  - The sex of the caller
  - Analyze if the caller is serious of what he or she is telling
  - The background noise of the telephone
  - Other matters that will lead to the identity and the location of the caller.

\_\_\_\_\_  
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3. Coordinate with the local enforcement authorities and/or call the PNP bomb disposal units. Inform also the Fire Department.
4. Tighten security measures by implementing luggage control and body frisking.
5. Cordon the place that is being identified by the caller where the bomb is possibly planted.
6. If the bomb is found, cordon the area, since we cannot be assured of tiny wires that may lead to the bomb explosion.
7. Evacuate the people in the nearby place that might be reached by explosion.
8. If the bomb squad defuses the bomb, effect a search for the second time to clear the area before allowing anybody to enter the place.

#### F. EMERGENCY ACTION PLAN IN CASE OF EARTHQUAKE

EARTHQUAKES are cannot be predicted when it will take place. Therefore, the priority concern is to ensure that damages or losses are to a minimum level by applying different actions during and after its occurrences.

1. During earthquake, **everybody should remain calm and avoid panic.**
2. If necessary, stay under the table or anything that can give protection from the falling debris. In most situation, you will reduce your chance of injury if you:

**DROP** where you are, onto your hands and knees. This position protects you from being knocked down and also allows you to stay low and crawl to shelter if nearby.

**COVER** your head and neck with one arm and hand. If a sturdy table or desk is nearby, crawl underneath it for shelter. If no shelter is nearby, crawl next to an interior wall (away from windows). Stay on your knees.

**HOLD on** to the object that you are under so that you remain covered until shaking stops. Be prepared to move with the object until the shaking has finished.

3. Avoid seeking shelter near loosely hanging objects, shelves, unstable or high piled materials that may fall.
4. Send immediately injured employees/visitors to the nearest hospital in coordination with proper authorities.
5. Search for other person left in the facility after evacuation and report all damages of properties and injured persons to the management as well as to the Security Service Provider.

#### G. EMERGENCY ACTION PLAN IN CASE OF STRIKE OR LOCKOUT

In the event of projected strikes or work stoppage, the following course of action will be implemented. The provision of RA 5487 must also be strictly followed.

1. Notify immediately the concerned company officials or his designated representative at the area

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2. Assess the situation and take appropriate action to forestall violence and at the same time ensure the security and safety of all company officials and employees at the area as well as all company properties.
3. Coordinate from time to time with the concerned company officials or his designated representative at the area regarding the prevailing situation and render report on the following:
  - Damage to company property, if any and potential risk the strikers would create;
  - Date and actual time the strike started;
  - Names and number of strikers as well as activities being undertaken;
  - Posters, placards, slogans, streamers or any other strike materials displayed as well as complete description of vehicles and equipment used;
  - Issues and demands raised;
  - Plan of the strikers and any deadly weapon in their possession, if monitored;
  - Security threats against any of the Officers, staff, and security personnel.
4. Recommend to CIIF COMPANIES management the deployment of appropriate number of additional guards to augment the existing number of posted guards per shift to prevent possible looting, sabotage, vandalism or any other unlawful acts that might be created by the strikers.
5. Ensure that all guard posts are provided with emergency contact numbers of the nearest Police Precinct, Fire Department and Hospital to request for immediate assistance as the situation calls for it, observing the proper protocol in making the request.
6. Coordinate with CIIF COMPANIES management regarding the need of PNP in the strike area in order to maintain peace and order.

#### **H. EMERGENCY ACTION PLAN IN CASE OF ARMED ASSAULT**

The effective response during an armed assault is to know when to respond and how to respond to the situation. If faced with an armed individual in any of the client facility, it is important to respond appropriately.

Gunfire / Armed Assailants Within the Facility:

1. Drop and Cover. Check immediate area for the threat and if the area is clear, evacuate using any route that does not expose the employees to the threat.
2. Shelter. If evacuation is not possible, shelter in offices, rooms or other work areas securing or blocking/locking doors and taking cover under or behind desks or other furnishings, keeping out of line of sight of any windows.
3. Immediately inform the CIIF COMPANIES concerned officials or his designated representative at the area, the Security Service Provider and the nearest PNP unit regarding the presence of an armed assailant.

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#### Gunfire Outside the Facility:

1. If gunfire is heard at a distance, right away secure the facility gates and entrances and move into the inner portion of the facility.
2. Prevent employees and visitors of the facility from leaving the compound until it is confirmed safe to do so.

#### Reminder:

Do not attempt to subdue Armed Assailants if such actions could result in increased danger or injury to any employees, visitors or other personnel within the facility. If the assailant/s start shooting people even without apparent provocation and the security guards has no other alternative but to trade bullets, lie flat on the floor or take cover behind hard objects.

### I. EMERGENCY ACTION PLAN IN CASE OF HOSTAGE SITUATION

Hostage situation is a complicated case that is already beyond the competency of any guard, therefore it is normally recourse to the handling of the case to the PNP or other Law Enforcement Agency with expertise in this kind of situation. However, the guards in the area of responsibility encountering this kind of situation can contribute to maintain order by doing the following things:

1. The guard will immediately inform the concerned company officials or his designated representative at the area, the Security Service Provider and the nearest PNP unit of the hostage situation for immediate help.
2. The guard must keep the line of communication open for the hostage taker and if necessary, the hostage victim in order to determine the motive and wants of the hostage taker;
3. Guard must avoid confrontation with the hostage taker and wait for the arrival of proper authorities;
4. Guard must not allow other people to intervene with the situation because of the possibility of making the situation worse. He must cordon the area for any persons not involved in the crisis management team until the arrival of the PNP team;
5. Prepare incident report and submit the same to the client and copy of such report must be submitted to the Security Service Provider for proper coordination.

### SUPPLEMENTAL RESPONSIBILITIES DURING EMERGENCY SITUATIONS

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

**Conforme :** \_\_\_\_\_  
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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 areas 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.

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

## Annex “ **C1**”

Name of Project :Procurement of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation and Legaspi Oil Company, Inc.

Approved Budget for the Contract (ABC) : \_\_\_\_\_

### **CERTIFICATE OF AVAILABILITY OF REQUIRED FIREARMS AND AMMUNITIONS**

This is to certify that the herein listed firearms, in operational and good condition, will be supplied Coconut Industry Investment Fund - San Pablo Manufacturing Corporation for the **PROCUREMENT OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION AND LEGASPI OIL COMPANY, INC.**

| <b>FIREARM<br/>Caliber / Make</b> | <b>QUANTITY</b> | <b>AMMUNITIONS</b> | <b>REMARKS</b> |
|-----------------------------------|-----------------|--------------------|----------------|
|                                   |                 |                    |                |
|                                   |                 |                    |                |
|                                   |                 |                    |                |
|                                   |                 |                    |                |

NOTE: For firearms not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required firearms if awarded the contract.

\_\_\_\_\_  
Name of Bidder's or Private Security Agency (PSA)

\_\_\_\_\_  
Bidder's/PSA Authorized Representative  
(Signature over Printed Name)

\_\_\_\_\_  
Date

## Annex "C2"

Name of Project :Procurement of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation and Legaspi Oil Company, Inc.

Approved Budget for the Contract (ABC) : \_\_\_\_\_

### **CERTIFICATE OF AVAILABILITY OF REQUIRED COMMUNICATION EQUIPMENT**

This is to certify that the herein listed licensed communication equipment, in operational and good condition, will be supplied Coconut Industry Investment Fund - San Pablo Manufacturing Corporation for the **PROCUREMENT OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION AND LEGASPI OIL COMPANY, INC.**

| DESCRIPTION           | QUANTITY | REMARKS |
|-----------------------|----------|---------|
| 2 way radio           | 24 units |         |
| Cellphone with Camera | 24 units |         |
|                       |          |         |

NOTE: For communication equipment not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required communication equipment if awarded the contract.

\_\_\_\_\_  
Name of Bidder's or Private Security Agency (PSA)

\_\_\_\_\_  
Bidder's/PSA Authorized Representative  
(Signature over Printed Name)

\_\_\_\_\_  
Date

## Annex "C3"

Name of Project : Procurement of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation and Legaspi Oil Company, Inc.

Approved Budget for the Contract (ABC) : \_\_\_\_\_

### **CERTIFICATE OF AVAILABILITY OF REQUIRED TRANSPORTATION/VEHICLE**

This is to certify that the herein listed transportation/vehicle, in operational and good condition, will be supplied Coconut Industry Investment Fund - San Pablo Manufacturing Corporation for the **PROCUREMENT OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION AND LEGASPI OIL COMPANY, INC.**

| VEHICLE | QUANTITY | REMARKS |
|---------|----------|---------|
|         |          |         |
|         |          |         |
|         |          |         |
|         |          |         |

NOTE: For vehicle/s not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required vehicle/s if awarded the contract.

\_\_\_\_\_  
Name of Bidder's or Private Security Agency (PSA)

\_\_\_\_\_  
Bidder's/PSA Authorized Representative  
(Signature over Printed Name)

\_\_\_\_\_  
Date

Name of Project : Procurement of Security Services for San Pablo Manufacturing Corporation, Granexport Manufacturing Corporation and Legaspi Oil Company, Inc.

Approved Budget for the Contract (ABC) : \_\_\_\_\_

**CERTIFICATE OF AVAILABILITY OF REQUIRED OTHER  
SUPPLIES/EQUIPMENT/PARAPHERNALIA**

This is to certify that the herein listed equipment/paraphernalia, in operational and good condition, will be supplied to Coconut Industry Investment Fund - San Pablo Manufacturing Corporation for the **PROVISION OF SECURITY SERVICES FOR SAN PABLO MANUFACTURING CORPORATION, GRANEXPORT MANUFACTURING CORPORATION AND LEGASPI OIL COMPANY, INC.**

| TYPE                                             | QUANTITY | REMARKS |
|--------------------------------------------------|----------|---------|
| Firearms                                         |          |         |
| Gun storage vault                                |          |         |
| Cleaning and disarm station                      |          |         |
| Metal Detectors (handheld)                       |          |         |
| Metal Detectors (handheld)                       |          |         |
| Typewriter/Desktop Computer                      |          |         |
| Umbrellas/Rain Coats                             |          |         |
| Handheld digital cameras/ cellphones with camera |          |         |
| Mega phones                                      |          |         |
| Flash lights                                     |          |         |
| Medical Kit                                      |          |         |
| Truncheons                                       |          |         |
| Riot Shield                                      |          |         |
| Gun storage vault                                |          |         |
| Rainboots                                        |          |         |
| Police Whistles                                  |          |         |
| Traffic vest                                     |          |         |
| Traffic Gloves                                   |          |         |
| Ostrich Mirror                                   |          |         |
| Self Defense Baton Stun Gun                      |          |         |

NOTE: For other supplies/Equipment/Paraphernalia not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required Other supplies/Equipment/Paraphernalia if awarded the contract.

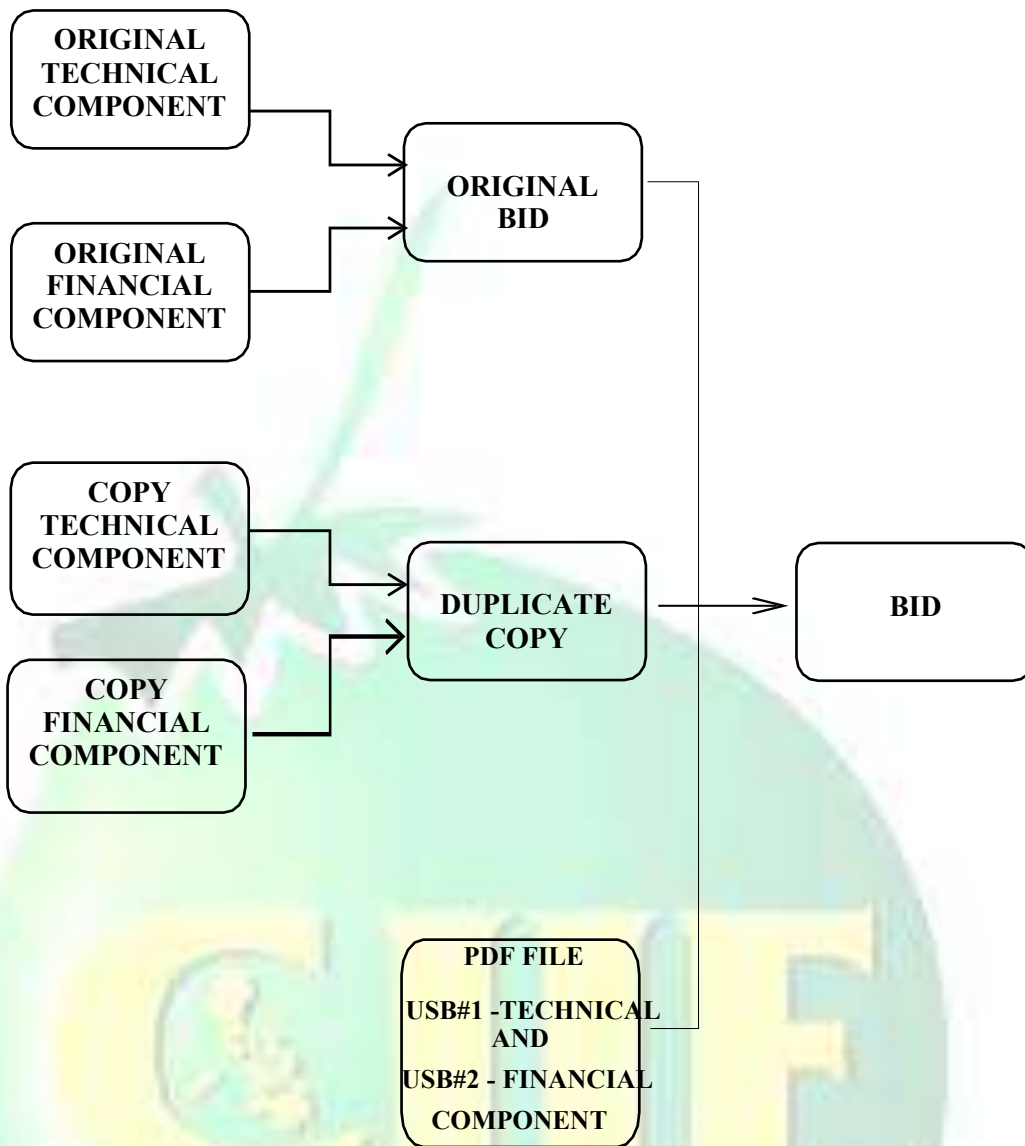
\_\_\_\_\_  
Name of Bidder's or Private Security Agency (PSA)

\_\_\_\_\_  
Bidder's/PSA  
Authorized  
Representative  
(Signature over  
Printed Name)

\_\_\_\_\_  
Date



2) Annex “K”



# Checklist of Technical and Financial Documents

INSTRUCTIONS: The following required documents shall be accomplished, satisfied and submitted in chronological order to the BAC Secretariat, 4<sup>th</sup> Palacio del Gobernador, General Luna St., Intramuros, Manila, on June 4, 2026, not later than 2:00PM. Suppliers are required to submit one (1) original, one (1) duplicate and one (1) PDF file copies in two separate envelopes and two (2) USB (1 for technical component and 1 for financial component) of its quotation each of the required documents. All pages including attachments thereto shall be initialed by the person signing the Bid.

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 12.1.i of the Instructions to Bidders;

#### Technical Documents

- ☐ (b) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, within the relevant period as provided in the Bidding Documents; ***(Please refer to Annex “H”)***
- ☐ **and** ☐
- ☐ (c) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. ***(Please refer to Annex “I”) and***
- ☐ (d) Statement of the prospective bidder 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; ***(Please refer to Annex “G”)***
- ☐ (e) ***[if applicable]*** JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;
- ☐ (f) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15 (Notarized Bid Securing Declaration ***(Please refer to Annex “F”)***) and Manager’s Check equivalent to 2% of the ABC to be Bid

(g) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable ***(Please accomplish Section VI-Schedule of Requirements and Section VII – Technical Specifications and Annex “J”)***

(h) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. ***(Please refer to Annex “E”)***

(i) 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.

## **II. FINANCIAL COMPONENT ENVELOPE**

- (j) Original of duly signed and accomplished Financial Bid Form ***(SEE Annex “A”); and***
- (k) Original of duly signed and accomplished Price Schedule(s). ***(SEE Annex “B” and “C”)***





Republic of the Philippines



Government Procurement Policy Board