

CLARK INTERNATIONAL AIRPORT CORPORATION

Corporate Office Building, Clark Civil Aviation Complex, Clark Freeport Zone, Philippines 2023
Telephone Nos. [+6345] 599-2888 | Fax Nos. [+6345] 599-2044 | <http://www.clarkairport.com>

BIDDING DOCUMENTS

CONTRACTING THE SERVICES OF NINETY (95) PRIVATE AVIATION SECURITY AGENCY GUARDS

LOCATION: Clark Freeport Zone, Philippines

January 2018

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Section I. Invitation to Bid



**Invitation to Bid for
CONTRACTING THE SERVICES OF NINETY FIVE (95)
PRIVATE AVIATION SECURITY AGENCY GUARDS**

1. The **Clark International Airport Corporation (CIAC)**, through the Corporate Budget for CY 2018, intends to apply the sum of **ELEVEN MILLION SEVEN HUNDRED EIGHTY ONE THOUSAND FOUR HUNDRED NINETY EIGHT PESOS (PHP11,781,498.00) VAT EXCLUSIVE** being the Approved Budget for the Contract (ABC) to payment for the Contracting the Services of Ninety Five (95) Private Aviation Security Agency Guards including Six (6) qualified Shift-In-Charge with One (1) Chief Security Officer/Detachment Commander (without additional cost to CIAC). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The CIAC now invites bids for the Contracting the services of Ninety Five (95) Private Aviation Security Agency Guards. The project duration is for a period of **six (6) months** from receipt of the Notice to Proceed. Bidders should have completed, with satisfactory rating, within **five (5)** years a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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

4. Interested bidders may obtain further information from CIAC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **27 January 2018 until the deadline for the Submission of Bids** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty Five Thousand Pesos (PHP25,000.00).

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (www.philgeps.gov.ph) and website of the CIAC (www.clarkairport.com), provided that bidders shall pay the non-refundable

fee for the Bidding Documents not later than the submission of their bids.

6. The CIAC-BAC will hold a Pre-Bid Conference on **05 February 2018 (Monday), 3:00 p.m. at the CIAC Board Room, Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone**, which shall be open to prospective bidders.
7. Bids must be delivered **on or before 3:00 p.m., 19 February 2018 (Monday) at the Records Management Office (RMO), Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone**. All bids must be accompanied by a Bid Security in any acceptable forms and in amount stated in ITB Clause 18.

Bid opening shall be on **19 February 2018 (Monday), 3:15 p.m. at the CIAC Board Room, Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The CIAC 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 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

ATTY. ANA MARIA RIVERA-SUBA

Office of the BAC Secretariat, Clark International Airport Corporation
CIAC Annex Building, Clark Civil Aviation Complex, Clark Freeport Zone
Philippines 2023

Telephone Nos.: [+6345] 599-2888 local 181-182 | Fax Nos.: [+6345] 599-2888 local 181

E-mail Address: bacsecretariat@clarkairport.com |

Web Address: <http://www.clarkairport.com>

ATTY. JOSEP JEPRI M. MIRANDA
BAC Chairman

Section II. Instructions to Bidders

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General

1. Scope of Bid

- 1.1 The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Services/Goods as described in Section VII. Technical Specifications.
- 1.2 The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

non-competitive levels.

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1 (a).
- 3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

4. Conflict of Interest

- 4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in

paragraphs (d) through (f) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily 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;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

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

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

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

5. Eligible Bidders

- 5.1 Unless otherwise indicated in the BDS, the following persons shall be eligible to participate in this bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
 - (e) Persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).
- 5.2 Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the BDS:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3 Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.
- 5.4 Unless otherwise provided in the BDS, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at

least equivalent to a percentage of the ABC stated in the BDS.

For this purpose, contracts similar to the Project shall be those described in the BDS, and completed within the relevant period stated in the Invitation to Bid and ITB Clause 12.1(a)(iii).

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

NFCC= [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the project under on-going contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

Where:

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

The values of the bidder's current asset and current liabilities shall be based on the data submitted to the BIR, through its electronic Filing and Payment System (EFPS).

6. Bidder's Responsibilities

- 6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in ITB Clause 12.1(b)(iii).
- 6.2 The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

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

- 6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4 It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.8 The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

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

8. Subcontracts

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

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1
 - (a) If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
 - (b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the BDS.
- 9.2 Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 9.3 Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in

writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

- 10.1 Bidders who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 10.2 Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

C. Preparation of Bids

11. Language of Bid

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1 Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

- (a) Eligibility Documents

- Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for

foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

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

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

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

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

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in

accordance with Section 23.1(b) of the IRR.

(b) Technical Documents

- (i) Bid security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
- (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

- 13.1 Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
 - (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with ITB Clauses 15.1 and 15.4;
 - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with ITB Clause 0, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2 (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the

following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

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

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

15. Bid Prices

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

15.2 The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required

items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

- 15.3 The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
 - (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
 - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations.
- 15.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account, unless otherwise specified in the **BDS**. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

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

16. Bid Currencies

- 16.1 Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (c) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2 If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

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

18. Bid Security

- 18.1 The Bidder shall submit a Bid Securing Declaration or any form of Bid

Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

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

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

- 18.2 The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3 No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4 Upon signing and execution of the contract pursuant to **ITB** Clause, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid

security validity period as indicated in the **ITB** Clause 18.2.

18.5 The bid security may be forfeited:

(a) if a Bidder:

- (i) withdraws its bid during the period of bid validity specified in ITB Clause 0;
- (ii) does not accept the correction of errors pursuant to ITB Clause 28.3(b);
- (iii) has a finding against the veracity of any of the documents submitted as stated in ITB Clause 29.2;
- (iv) submission of eligibility requirements containing false information or falsified documents;
- (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

- (i) fails to sign the contract in accordance with ITB Clause 32; or

- (ii) fails to furnish performance security in accordance with ITB Clause 33.

19. Format and Signing of Bids

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

20.4 All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;
- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
- (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.

2.5 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 0, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

23.1 The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been

submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

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

24. Opening and Preliminary Examination of Bids

- 24.1 The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2 Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3 Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed"

and shall immediately be considered for evaluation and comparison.

- 24.4 Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6 In the case of an eligible foreign bidder as described in ITB Clause 0, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- a. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - b. Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - c. Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7 Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clause 12.1(a)(i). Submission of documents required under ITB Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.10 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the

bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

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

26. Clarification of Bids

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

27. Domestic Preference

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

manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1 The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2 The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3 The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**
- 28.5 The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6 Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all

taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

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

29. Post-Qualification

- 29.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12 and 13.

- 29.2 Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 29.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clause 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 29.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5 A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is

determined for recommendation for contract award.

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

30. Reservation Clause

- 30.1 Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
 - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically,

financially or technically feasible as determined by the HoPE;

- (ii) If the project is no longer necessary as determined by the HoPE; and
- (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3 In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

31.1 Subject to ITB Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.

31.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

31.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPs Registration Number of the winning foreign Bidder;
- (b) Posting of the performance security in accordance with ITB Clause 33;

- (c) Signing of the contract as provided in ITB Clause 32; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice to Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the BDS.

33. Performance Security

- 33.1 To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2 The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following

schedule:

| Form of Performance Security | Amount of Performance Security (Equal to Percentage of the Total Contract Price) |
|---|---|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Five percent (5%) |
| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or | Thirty percent (30%) |

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

34. Notice to Proceed

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

35. Protest Mechanism

Decision of the procuring entity at any stage of time procurement process may be question in accordance with Section 55 of the Revised IRR of R.A. 9184.

Section III. Bid Data Sheet

Bid Data Sheet

| | |
|------------|--|
| ITB Clause | |
| 1.1 | The Procuring Entity is Clark International Airport Corporation. |
| 1.2 | The lot(s) and reference is/are: Contracting the services of Ninety Five (95) Private Aviation Security Agency Guards including Six (6) qualified Shift-In-Charge, with One (1) Chief Security Officer/Detachment Commander (without additional cost to CIAC) |
| 2 | The Funding Source is: The Government of the Philippines (GOP) through CIAC Corporate Budget CY 2018 in the amount of Eleven Million Seven Hundred Eighty One Thousand Four Hundred Ninety Eight Pesos (Php11,781,498.00) for a period of six (6) months from receipt of the Notice to Proceed (NTP). The name of the Project is: Contracting the services of Ninety Five (95) Private Aviation Security Agency Guards including Six (6) qualified Shift-In-Charge, with One (1) Chief Security Officer/Detachment Commander (without additional cost to CIAC) |
| 5.1 | No further instructions. |
| 5.2 | None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project. |
| 5.4 | The Bidder must have completed, with satisfactory rating, within five (5) years prior to the deadline for the Submission and Opening of Bids, a single contract that is similar in nature to this Project, equivalent to at least fifty percent (50%) of the ABC. |
| 7 | No further instructions. |
| 8.1 | Subcontracting is not allowed. |
| 8.2 | Not applicable. |
| 9.1 | The Procuring Entity will hold a pre-bid conference for this Project on 05 February 2018 (Monday), 3:00 p.m. at the CIAC Board Room, Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone and through live streaming at facebook page CIAC BAC Secretariat. |

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| 10.1 | <p>The Procuring Entity's address is: C/O Office of the BAC Secretariat, CIAC Annex Building, Civil Aviation Complex, Clark Freeport Zone, Pampanga</p> <p>ATTY. ANA MARIA RIVERA-SUBA Office of the BAC Secretariat, Clark International Airport Corporation CIAC Annex Building, Clark Civil Aviation Complex, Clark Freeport Zone Philippines 2023 Telephone Nos.: [+6345] 599-2888 local 183 Fax Nos.: [+6345] 599-2888 local 181 E-mail Address: bacsecretariat@clarkairport.com Web Address: http://www.clarkairport.com</p> |
| 12.1(a) | No further instructions. |
| 12.1(a)(ii) | The statement of all ongoing and similar completed government and private contracts shall include all such contracts within five (5) years prior to the deadline for the submission and receipt of bids. |
| 13.1(a) | In lieu of Bill of Quantities and applicable Price Schedules, a Standard Cost Distribution shall be completed and submitted to form part of the Financial Component. See attached form under Section IX. Bidding Forms of the Bidding Documents. |
| 13.2 | <p>The ABC is Eleven Million Seven Hundred Eighty One Thousand Four Hundred Ninety Eight Pesos (Php11,781,498.00) for a period of six (6) months.</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p> |
| 15.4(a)(iii) | No incidental services are required. |
| 15.4(b) | No incidental services are required. |
| 16.1(b) | The Bid prices for the Security Services shall be quoted in Philippine Pesos. |
| 16.3 | Not Applicable |
| 17.1 | Bids shall remain valid for a period of 120 calendar days from opening of bids. |

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| 18.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than Two Hundred Thirty Five Thousand Six Hundred Thirty (Php235,630.00) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than Five Hundred Eighty Nine Thousand Seventy Five (Php589,075.00) if bid security is in Surety Bond. |
| 18.2 | The bid security shall be valid for a period of 120 calendar days from the date of the opening of bids. |
| 20.3 | Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid signed on each and every page. |
| 21 | <p>The address for submission of bids is the CIAC Records Management Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Pampanga</p> <p>The deadline for submission of bids is on <u>19 February 2018 (Monday), 3:00 p.m.</u></p> |
| 24.1 | <p>The place of bid opening is CIAC Board Room, Civil Aviation Complex, Clark Freeport Zone, Pampanga, Philippines</p> <p>Date and Time of Bid Opening is on <u>19 February 2018 (Monday), 3:15 p.m.</u></p> |
| 24.2 | No further instructions. |
| 27.1 | No further instructions. |
| 28.3 | No further instructions. |
| 28.3 (b) | Bid modification is not allowed. |
| 28.4 | No further instructions. |

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| 29.2 (a) | <p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p>The Bidder shall submit Certified True Copy of the following documents filed using the Electronic Filing and Payment System (EFPS):</p> <ul style="list-style-type: none"> a. INCOME TAX RETURN- refer to the latest ITR (BIR Form No. 1702 for Corporation and Partnership) for the Calendar/Fiscal Year 2016; and b. BUSINESS TAX RETURNS- refers to the: <ul style="list-style-type: none"> b.1 Value Added Tax Return (Monthly-BIR Form No. 2550-M; Quarterly-BIR Form No. 2550-Q); b.2 Percentage Tax Returns (BIR Form No.2551-M) covering the previous six (6) months immediately preceding the date of submission and opening of bids. <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p> |
| 29.2 (c) | No further instructions. |
| 32.4 (g) | No further instructions. |

Section IV. General Conditions of Contract

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1. Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The “Funding Source” means the organization named in the SCC.
- (k) “The Project Site,” where applicable, means the place or places named in the SCC.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to

the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or

international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

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

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

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 21. (a).

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

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

5. Notices

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

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

6. Scope of Contract

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

7. Subcontracting

- 7.1 Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2 If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

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

9. Prices

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

under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

- 10.1 Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** 17.
- 10.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3 Pursuant to **GCC** Clause 10.2., payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4 Unless otherwise specified in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5 Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
 - a. On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section

VIII. Bidding Forms.

- b. On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- c. On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

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

13. Performance Security

- 13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.1.
- 13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.

- 13.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2 Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

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

16. Inspection and Tests

- 16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2 If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3 Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of tenth (1/10) of one (1) percent of the cost of the unperformed portion for everyday of the delay until actual delivery or performance. The maximum deduction shall be ten (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

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

22. Force Majeure

- 22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2 For purposes of this Contract the terms “force majeure” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by force majeure.

23. Termination for Default

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

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not

limited to, fortuitous event(s) or changes in law and national government policies.

- 25.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

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

27. Procedures for Termination of Contracts

- 27.1 The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of

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

notice by the Procuring Entity.

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1.1(g) | The Procuring Entity is the Clark International Airport Corporation. |
| 1.1(i) | The Supplier is _____ |
| 1.1(j) | The Funding Sources is: The Government of the Philippines (GOP) through the CIAC Corporate Budget CY 2018 <i>as approved by the CIAC Board</i> in the amount of PESOS: Eleven Million Seven Hundred Eighty One Thousand Four Hundred Ninety Eight (Php11,781,498.00) |
| 1.1(k) | The Project site is at the Clark International Airport, Corporation, Civil Aviation Complex, Clark Freeport Zone, Pampanga, Philippines |
| 2.1 | No further instructions. |
| 5.1 | <p style="text-align: center;">The Procuring Entity’s address for Notices is:</p> <p style="text-align: center;"><i>BAC Chairman</i></p> <p style="text-align: center;"><i>Clark International Airport Corporation</i></p> <p style="text-align: center;"><i>C/O Office of the BAC Secretariat, CIAC Corporate Office Building,</i></p> <p style="text-align: center;"><i>Civil Aviation Complex, Clark Freeport Zone, Pampanga</i></p> <p style="text-align: center;"><i>Direct Line: (+6345) 599-2888 local 183</i></p> <p style="text-align: center;"><i>Fax No: (+6345) 599-2888 local 181</i></p> <p style="text-align: center;"><i>Email: bacsecretariat@clarkairport.com</i></p> <p>The Supplier’s address for Notices is: _____</p> <p>_____</p> |

| GCC Clause | |
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| 6.2 | <p>Delivery and Documents</p> <p>Delivery of the Security Services/Goods shall be made by the Supplier/Contractor on a monthly basis covering the period in accordance with the terms in the Schedule of Requirements.</p> <p>Upon Delivery of the Security Services to the project site, the Contractor shall notify the Procuring Entity and submit the following documents:</p> <ol style="list-style-type: none"> 1. Original and four (4) copies of the Monthly Deployment Report (MDR) duly accomplished by the Contractor at the end of month stating the names of the guards and supervisors, salary rates and actual attendance; 2. Proof of remittances of premiums to SSS, Philhealth, Pag-ibig and ECC for the benefit of the security guards. |
| 10.4 | Not applicable. The currency in which payment is made to the supplier under this contract shall be in Philippine peso. |
| 13.4(c) | No further instruction. |
| 16.1 | Spot inspection in the performance of guards, equipment and essential security paraphernalia at any time it is deemed necessary. |
| 17.3 | Not applicable. |
| 17.4 | Not applicable. |
| 21.1 | All partners to the joint venture shall be jointly and severally liable to the Procuring Entity. |

Section VI. Schedule of Requirements

Schedule of Requirements

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

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|-------------|--|----------|-------|--|
| 1 | Services of Ninety Five (95) Private Aviation Security Agency Guards including Six (6) qualified Shift-In-Charge, with One (1) Chief Security Officer/Detachment Commander (without additional cost to CIAC) | 95 | 95 | Deployment of Ninety Five (95) Private Aviation Security Agency Guards including Six (6) qualified Shift-In-Charge, with One (1) Chief Security Officer/Detachment Commander (without additional cost to CIAC) for six (6) months from receipt of the Notice to Proceed. |

Conformed:

Name and Signature of Authorized Signatory

Section VII. Technical Specifications

| ITEM | SPECIFICATIONS |
|-----------------------------|---|
| <p>Article 1</p> | <p>SCOPE OF WORK AND SERVICES</p> <p>The scope of work and services includes the provision of all necessary personnel, vehicles, equipment, materials, personnel and logistics supervision and other items necessary to perform, provide and maintain civil aviation security services for CIAC Security requirements.</p> <p>The following shall be the duties and responsibilities of the Ninety Five (95) Private Aviation Security Agency Guards including Six (6) qualified Shift-In-Charge, to wit:</p> <p>PRIVATE AVIATION SECURITY AGENCY GUARDS</p> <ol style="list-style-type: none"> 1. Strictly Implement security procedures as provided in the CIAC Airport Security Program; 2. Strictly implement standing rules, regulations, guidelines and policies laid down by the CIAC management; 3. Strictly implement CIAC standard access control procedure; 4. Protect and prevent loss of lives and loss and damage to properties within the assigned areas of responsibility; 5. Secure airport facilities and installations by conducting foot patrol on a buddy system aim to monitor, detect, respond and report any suspicious/unusual behavior; 6. Man every access points; check/inspect all vehicles, persons and their items before gaining entry into the security restricted areas; 7. Report and provide assistance in cases of any sign of disorder, riots, strike or any serious violation of the law; 8. Provide assistance in cases of emergency situations, such as, but not limited to, vehicular accident, fire, typhoon, natural calamities and disabled or crash aircraft; 9. Perform tasks in accordance with the Eleven General Orders, Code of Ethics and Code of Conduct of Security Guards as provided for in RA 5487; 10. Maintain peace and order within the civil aviation complex; 11. Maintain high degree of customer service and professional attitude in dealing with CIAC clientele, passengers and the general public. 12. Report to the Airport Security Department any violations of CIAC regulation, guidelines and security policies of the Airport Security Program; 13. Prohibit the commission of any unlawful or illegal acts within the CIAC premise or its area of responsibility. |

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| <p>Article 2</p> | <p>MANPOWER QUALIFICATIONS:</p> <p>The contractor shall provide CIAC the total number of Ninety Five (95) Private Aviation Security Agency Guards including Six (6) qualified Shift-In-Charge. The Shift-In-Charge to be designated must have earned at least 72 units in college of any course and with valid Security Officer’s License. One (1) Over-all Supervisor, a graduate of any four (4)-year course, should possess a valid Security Officer’s License and must have at least three (3) years experience as Security Officer with Aviation Security Training.</p> <p>Private Aviation Security Agency Guards to be deployed, in addition to the qualifications set forth under Section 5 of RA 5487 in order to be employed as security guards, must conform to the following minimum qualifications required by CIAC, to wit:</p> <ol style="list-style-type: none"> 1. Must have valid security license issued by the PNP-SOSIA; 2. Must have a Basic Aviation Security Training Certificate issued by an accredited Aviation Security Training School with two (2) years validity from date of issue. 3. Must have completed at least 72 Units of College Education; 4. Preferably 5 feet 7 inches in height for male and 5 feet 3 inches for female, and at least 21 but not more than 45 years old; 5. Must be of good moral character; 6. Must be physically and mentally fit for security duty; 7. Conversant with the English language; 8. With pleasing personality. <p>Note: CIAC will not accept security personnel with previous criminal or administrative case(s) and/ or terminated with cause from the service.</p> |
| <p>Article 3</p> | <p>Assignment/Replacement of Security Personnel</p> <ol style="list-style-type: none"> 1. Initial deployment of security personnel must have the prior approval of the CIAC-ASD Technical Review & Administrative Committee (TRAC) which is composed of the ASD Manager, the Assistant Manager, Administrative Supervisor and other concerned ASD Supervisors. In the event that new security personnel will be deployed, the same must have passed the interview, screening and selection process of the said committee (TRAC) prior to deployment and Certification of Acceptance issued by ASD. 2. The post location or assignment of security personnel to be deployed shall be determined by the Manager, ASD through the concerned ASD Supervisors based on Security Risk Assessment. The Manager - ASD, whenever the situation warrants, may change the said post location or |

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| | <p>assignment of security personnel without prior notice to the Contractor.</p> <ol style="list-style-type: none"> 3. No changes, replacement, or substitution of security personnel shall be made by the Contractor without prior approval of the ASD Manager or his authorized representative/s. 4. CIAC, upon the recommendation of its ASD Manager, may order the immediate replacement of any security personnel found to be unsatisfactorily performing his/her duties and responsibilities without the need for any further justification. 5. CIAC may, upon a written request, increase the present number of contracted security personnel whenever the exigency of service or emergency situation so requires, pursuant to Annex D Sections 1.2 to 1.4 of IRR of RA 9184. |
| <p>Article 4</p> | <p>Schedule of Work</p> <p>The Contractor shall deploy the total number of contracted security personnel in <i>three (3) shifts at eight (8) hours tour of duty</i> including Saturdays, Sundays and Holidays. The schedule of deployment of security personnel shall be as follows:</p> <p style="text-align: center;">FIRST SHIFT ----- 7:00 AM to 3:00 PM</p> <p style="text-align: center;">SECOND SHIFT ----- 3:00 PM to 11:00 PM</p> <p style="text-align: center;">THIRD SHIFT ----- 11:00 PM to 7:00 AM</p> <p>The Ninety Five (95) Private Aviation Security Agency Guards including Six (6) qualified Shift-In-Charge, and One (1) Detachment Commander without additional cost to CIAC shall be deployed at the following areas:</p> <ol style="list-style-type: none"> 1. Landside Area 2. Passenger Terminal Building (Arrival and Departure) 3. Airside Area <p>The Contracted Private Aviation Security Guards may be posted to any of the above given post locations as determined by the Aviation Security Department.</p> <p><i>In no case shall the Contractor adopt a new shifting schedule other than what is prescribed by the TOR, unless approved by the CIAC Management.</i></p> |
| <p>Article 5</p> | <p>Uniform and Appearance Standards</p> <p>Following shall be the Appearance Standards for the Ninety Five (95) Private Aviation Security Agency Guards:</p> <ol style="list-style-type: none"> 1. All contracted aviation security personnel shall wear the prescribed set of uniform in accordance with RA 5487 and or a special set of security uniform as prescribe by the ASD and approved by PNP SOSIA. 2. Uniform of the contracted security personnel shall be neat and clean in |

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| | <p>appearance and shall be worn appropriately;</p> <ol style="list-style-type: none"> 3. The contracted Private Aviation Security Agency Guards shall have a complete security paraphernalia, to wit: <ol style="list-style-type: none"> a) Handcuff b) Flashlight c) Reflective Safety Vest (Red/Orange in color) d) First Aid Kit e) Baton f) Whistle g) Pocket Notebook h) Ball Pen 4. Contracted security personnel must be initially provided by the agency with at least two (2) sets of security uniform, a pair of shoes (Charol), rain coat and rain boots.; 5. No security guards shall be deployed within CIAC premises without any of the following: appropriate uniform, CIAC Access Pass, Private Security License, Duty Detail Order (DDO) and the required firearm and equipment. |
| <p>Article 6</p> | <p>Scope and Method of Payment</p> <ol style="list-style-type: none"> 1. 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 Aviation Security Department. 2. The Contractor shall open an ATM Payroll account with any Commercial Bank intended, exclusively, for salary payment of its security personnel deployed in CIAC within fifteen (15) days upon the start of the contract. 3. A duly notarized Affidavit stating that all personnel listed in the billing statement were fully paid of their salary with proof of payment or authenticated copies of Official Receipts of Monthly Payments made to SSS, PAG-IBIG and PhilHealth shall be required from the Contractor during submission of billing statement to CIAC to ensure continuous compliance of the Contractor with its legal obligations. 4. The Contractor shall submit its monthly billing statement on or before the 20th of the month. <p>Note: The Contractor shall post a cash bond to CIAC which is equivalent to one (1) month of billing statement for the services rendered. The amount of the cash bond shall depend on the stipulated contract price per month. In case of delay in the payment guard's salary (which shall not exceed to 1 month), the salary shall be paid through the cash bond. Hence, the Contractor is required to replenish the depleted cash bond without the need of notice from CIAC.</p> |

Article 7**Equipment and Materials**

The Contractor shall provide all security equipment, tools and materials and must be in conformity to applicable standards and shall be covered with appropriate and valid licenses and documents, particularly for issued firearms, hand-held radios, vehicles, motorcycles, etc. A summary inspection report of all equipment, radios and firearms shall be submitted daily to the Aviation Security Department for record/notation.

| Item No. | Description | Quantity |
|-----------------|--|-----------------|
| 1. | Pistol - 9mm semi-automatic with 2 magazines, basic load of ammunitions. (Full Metal Jacket/ New Ammos) | 32 units |
| 2. | Vehicle – AUV type or equivalent equipped with beacon lights mobile radio, and remote controlled search light system 360°, with CIAC logo and marked with “Aviation Security” on both sides to be used for roving inspections/visibility patrols for Landside and Airside. | 1 unit |
| 3. | Motorcycle – not less than 125 cc (Four Strokes) with rotating beacon light for patrolling on every sector area. | 2 units |
| 4. | Handheld Radios – UHF operating frequency (High Band/NTC-licensed) with Headset accessories and battery pack. | 32 units |
| 5. | Base Radio – UHF operating frequency (High Band), with own Power Antenna, power supply and with current NTC License. | 1 unit |
| 6. | 12 Gauge Shotgun (branded with butt), sling and basic load ammunitions. | 5 units |
| 7. | Handheld Metal Detectors, 9-volt battery powered, 2KH2 audio frequency, 95 KH2 operating frequency. | 10 units |

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| 8. | Radio spare batteries | 32 pieces |
| 9. | All weather reflective vests marked with “Aviation Security”. | 32 pieces |
| 10. | Individual baton | 32 pieces |
| 11. | Under chassis inspection mirror with steel handle wheels. | 10 pieces |
| 12. | Search light (Re-chargeable candle power spotlight) | 15 pieces |
| 13. | Binocular (10x image magnification) | 3 pieces |

Note:

1. All equipment above shall be in good operational condition, and must pass the testing of the ASD prior to the contract implementation.
2. Vehicles and motorcycles to be provided by the Contractor must be 2016 year model or newer.
3. The Contractor shall provide separate vehicle for deployment/posting of its security personnel at the Landside, Airside and Terminal Building Area.

Article 8 OTHER REQUIREMENTS AND CONDITIONS:

- A. The following documentary requirements shall be submitted during post-qualification stage within twelve (12) calendar days upon receipt of the notice from CIAC-BAC to wit:
 1. Availability of pertinent documents such as purchase order, proof of ownership, licenses, etc., for all tools and equipment stated in Article 7 hereof to be used exclusively for the said project;
 2. Valid Certificate of License to Operate issued by PNP- SOSIA;
 3. Current Certificate of Security Accreditation of Contractor issued by CIAC;
 4. Certification of Good Standing issued by the PNP-SOSIA and PADPAO covering the first quarter of 2017;
 5. Valid Certificate of Registration issued by PADPAO;
 6. Physical Fitness Training Program with Martial Arts/Self Defense/Arnis training module to ensure the physical capability of AVSEC guards in the performance of their duties;
 7. Resume of at least thirty (30) Private Aviation Security Agency Guards with Basic Aviation Security Training Certificate;
 8. Resume of the six (6) Shift in Charge and one (1) Detachment Commander with Private Security Officers License;
 9. Absorption of existing AVSEC guards deployed in CIAC shall have prior clearance from the existing security provider and ASD-Technical Review and Administrative Committee (TRAC).

B. Pre-Deployment Requirements.

Prior to deployment of all security personnel, the following shall be provided by the Contractor:

1. Basic Aviation Security Training Certificate of all Security guards to be deployed;
2. Barangay, Police and NBI Clearance of all Security Guards to be deployed;
3. Drug Test Result and Nuero-Psychiatric Exam Result of all Security Guards;
4. Result of Physical Examination of all Security Guards;
5. Firearm Proficiency Training Certificate issued by a SOSIA Accredited Training Center;
6. Valid Certificate of Security Accreditation issued by CIAC;
7. Results of the screening and selection process of the ASD Technical Review and Administrative Committee (TRAC) in accordance with the Terms of Reference (TOR);
8. Attend the orientations/seminars as required by CIAC such as but not limited to the following:
 - a. CIAC Corporate Values Orientation;
 - b. Aviation Security Standard Operating Procedures (Terminal and all other access gates/Inspection Standards);
 - c. Customer Relations Seminar; and
 - d. Passenger and Baggage Handling and Screening Seminar (Airport and Airline Operations)
 - e. Behavioral Analysis
 - f. AVSEC Awareness Seminar

The Contractor must coordinate with the CIAC-ASD for the planning/scheduling of the abovementioned orientations/seminars at least a week prior to deployment. Any incidental expenses in conducting the said orientations/seminars (e.g. refreshment, honoraria etc.) shall be shouldered by the Contractor.

Note:

Under no circumstances that the Contractor shall deploy any of its security guards without attending to the above stated orientations/seminars.

9. Original copies of necessary tests such as, but not limited to, medical examination, neuro-psychiatric and drug tests shall be submitted to the Aviation Security Department for verification/authentication that such tests were conducted by a DOH accredited medical testing facility. The CIAC company physician will be requested to interpret tests results and determine the health condition of the guards.

C. During Contract Implementation:

1. All security personnel including Shift-in-charge must secure a Restricted Radio Telephone Operator's Certificate for Radio Land Mobile Permit (RLMP) issued by the National Telecommunication Commission (NTC).
2. The Contractor shall conduct at least quarterly proficiency firing to all its security personnel.
3. The contractor shall conduct regular martial arts training (hand to hand combat) to all its security personnel and provide monthly report to the ASD manager regarding the same.
4. The Contractor shall ensure that its security guards shall familiarize themselves with CIAC's officers and personnel, and must accord to them the highest respect and courtesy at all times.
5. Guards who will be found out with any records of drugs, violent crimes, theft of any type and extortion, fraud and/or forgery shall be recommended for replacement.
6. The Contractor shall strictly comply with its duties and obligations as provided for in its Security Services Contract and shall perform it in accordance with CIAC standards and practices.
7. The Contractor must maintain throughout the contract period competent manpower, adequate supplies of equipment, and tools to provide said services. It shall be directly responsible for the work shift schedule, deployment and posting and relieving of its security personnel.
8. The Contractor being the employer shall assume full responsibility for the acts of its security personnel during the performance of their duties.
9. The Contractor shall be responsible for the safety of their employees in the conduct of security services. Adherence to all safety and security measures and procedures prescribed by CIAC Management shall be observed. The Contractor must also provide his employees with a group insurance with a minimum coverage of One Hundred Thousand Pesos (Php100,000.00) each AVSEC guards within Thirty (30) days after deployment.
10. The Contractor shall be responsible and accountable in all losses and/or damages in their areas of responsibility due to theft and pilferages as a result of negligence on the part of its security personnel.
11. The Contractor must have a satellite/branch office located within the Angeles City, Clark or Mabalacat City area within the duration of the contract which must be established within thirty (30) days after initial deployment. In order to maintain close coordination and communication with the Contractor, CIAC may allow the use of an office space to the contractor for its on-duty Shift-In-Charge(s)/Detachment Commander and for safekeeping of files and other equipment.
12. The Contractor through its Shift-In-Charge(s) shall submit every morning to CIAC-ASD the shift guard mounting reports/Daily Time Records, as well as reports of all incidents of loss, injury or damage to life and property, involving CIAC's property and personnel or any other incidents that

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| | <p>occurred in its area of responsibility during the previous day.</p> <p>13. The Contractor must provide and install at least two (2) units of biometric time keeping system to monitor the attendance of its security personnel.</p> <p>14. CIAC shall have access to records of payment of salaries and/or right to audit over the payroll of the Contractor.</p> |
| <p>Article 9</p> | <p>Performance Evaluation and Inspection</p> <ol style="list-style-type: none"> 1. Daily inspection (per shift) of vehicles, tools, equipment, and other related requirements will be conducted by the ASD Deputy Chief(s)/Shift Inspector(s) to determine its compliance with the prescribed technical specifications and operational readiness. 2. Summary of daily Discrepancy/Violations of Individual Guards with the conformity of the S.I.C on duty shall be submitted by the ASD Supervisors on a monthly basis. In addition, assessment of the performance of the Contractor in terms of Contract Compliance, Manpower Requirements/attendance, Supplies Inspection, Vehicle & Equipment Compliance and Inspection, Discrepancy or Losses on assigned AOR, Discrepancy/Violations of Individual Guards, Personnel/Work Performance will form part of the Quarterly Performance Review of the Contractor. The ASD Manager shall evaluate the same, and endorse it to the management for appropriate action. 3. On the other hand, the Contractor shall establish an Internal Quality Control Assurance Program to ensure that the requirements in the contract are implemented as specified. A copy of the Contractor's Quality Control Program shall be submitted to CIAC-ASD and Airport Security Quality Control Office (ASQCO) prior to contract implementation. The program shall include but not be limited to the following: <ol style="list-style-type: none"> a) An Inspection Report covering all services that has to be performed by the Contractor. b) A method for identifying and correcting deficiencies in the quality of services rendered, before the level of performance becomes unacceptable. c) Files of all inspections and what corrective actions that were taken by the Contractor. d) Monthly Performance Report containing the scope of work accomplished and significant events covered. |
| <p>Article 10</p> | <p>Action on Offenses</p> <p>CIAC shall impose the appropriate penalties and sanctions on any violation or negligence on the part of the Contractor in the performance of its duties and obligations under its Service Contract.</p> <p>Among others, the following infraction shall be considered violations of the contract;</p> |

| CONTRACTOR VIOLATION/S | | PENALTY |
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| a) | Contractor failed to complete the required number of security guards in any shift, on any given time. | • Deduction of Php 500 per guard from the billing. |
| b) | Contractor assigned/deployed any security personnel for more than 10-hour work duty except during inclement weather, calamities or disasters and/or as authorized by the CIAC Management. | • Deduction of Php300 per guard from the billing. |
| c) | Contractor failed to issue firearm or any other required paraphernalia (as specified under Article 5, Item 3) to posted guard. | Deduction from the billing of Php500 per post/item per shift. |
| d) | Contractor failed to issue the equipment required by the Contract, like vehicles, motorcycles, communication equipment, metal detectors etc. or has issued, but unserviceable. | Deduction from the billing of Php500 per post/item per day. |
| e) | Contractor issued a defective firearm or unserviceable/unusable/substandard paraphernalia (as specified in Article 5, Item 3) to a posted guard. | Deduction from the billing of Php500 per post/item |
| f) | Contractor posted a guard/reliever that is not qualified as per Contract. | Deduction from the billing of Php500 per guard per day. |
| g) | Contractor failed to issue the required ammunitions as per Contract or has issued defective ammunitions. | Deduction from the billing of Php 500 per unavailable ammo. |
| h) | Contractor failed to submit its monthly billing statement for the prescribed period of submission i.e within One (1) month after the billing period. | Deduction from the billing of Php 500 per day for each day of delay of submission. |
| <p>CIAC shall impose on the Contractor the penalties for offenses committed by its security guards as listed below:</p> | | |
| OFFENSES | | PENALTY |
| a) | Abandonment of post by the assigned security personnel without being | • Deduction of Php 1,000 per guard |

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| | properly relieved; | involved from the billing. <ul style="list-style-type: none"> • The guard shall be recommended for replacement. |
| b) | Involvement of contracted security personnel in extortion or mulcting activities and other offenses punishable by law and company policy committed within the Area of Responsibility (AOR); | <ul style="list-style-type: none"> • Deduction of Php 1,000 per guard involved from the billing. • Dismissal of the involved guard/s' upon receipt of notice from CIAC. |
| c) | Security guard found sleeping on duty. | <ul style="list-style-type: none"> • Deduction of Php 1,000 per guard from the billing. • Suspension or dismissal of the guard upon recommendation of the ASD. |
| e) | Security guard observed playing with his service firearm or allowed others to play or tinker with his firearm, improper/unsafe handling his firearm or fired his firearm indiscriminately/accidentally. | <ul style="list-style-type: none"> • Deduction of Php 1,000 per guard involved from the billing. • Suspension or dismissal of the guard upon recommendation of the ASD. • The Contractor shall be responsible and accountable in all losses and/or damages (to person and property) incurred by the indiscriminate/accidental firing of its personnel. |
| f) | Under the influence of prohibited drug while in the performance of duty; | <ul style="list-style-type: none"> • Deduction of Php 1, 000 per guard from the billing and dismissal of the guard. |
| g) | Taking alcoholic beverages or being drunk while in the performance of duty; | <ul style="list-style-type: none"> • Deduction of Php 1,000 per guard from the billing. • Suspension and/or dismissal of the guard upon recommendation of the ASD. |
| h) | Security guard apprehended for alarm scandal or disorderly conduct within the premises of the aviation complex on or off duty. | <ul style="list-style-type: none"> • Deduction of Php 2, 000 per guard involved from the billing. • Dismissal of the guard. |

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|----|--|---|
| i) | Inappropriate appearance and improper/incomplete uniform of deployed security personnel; | <ul style="list-style-type: none"> • Deduction of Php 500 per guard from the billing. |
| j) | Manifested or display of discourteous or rude manner or failure to render appropriate respect or courtesy to CIAC's official, employee, clientele, passenger or visitor. | <ul style="list-style-type: none"> • Deduction of Php500 per guard from the billing. • Suspension/dismissal of the guard. |
| k) | Providing confidential information to unauthorized persons. | <ul style="list-style-type: none"> • Deduction of Php1,000 per guard from the billing. • Dismissal of the guard. |
| l) | Abuse or acting beyond the scope of authority | <ul style="list-style-type: none"> • Deduction of Php1,000 per guard from the billing. • Suspension/Dismissal of the guard. |
| m) | Failure to carry out lawful orders from immediate superiors (e.g. proper conduct of access control procedures and other standard operating procedures being implemented by the Aviation Security Department) | <ul style="list-style-type: none"> • Deduction of Php1,000 per guard from the billing. • Suspension/dismissal of the guard. |

As a due process for the monitoring and recording of any violation committed, the Contractor shall agree to the following:

1. The ASD Deputy Chief(s)/Division Chief(s) shall submit report/s of violation/s committed by the Contractor on a daily/per shift basis to be concurred by the Shift-In-Charge of the Contractor.
2. The ASD Manager shall furnish the Contractor a summary of its committed violations within Two (2) days after each billing period for their information and guidance. The Contractor in turn shall furnish CIAC through the ASD its corrective action plan regarding the said violations within Two (2) days upon receipt.

Thereafter, the ASD Manager shall submit the consolidated monthly report of the committed violation(s) together with the acknowledgment/ corrective action plan of the Contractor to the Vice President for Airport Operations Management Group (AOMG), copy furnished the P/CEO. The same shall be the basis for the monetary penalty / deduction to be imposed to the Contractor's billing statement.

| | |
|------------------------------|--|
| <p>Article 11</p> | <p>RIGHTS OF CIAC TO TERMINATE THE CONTRACT</p> <ol style="list-style-type: none"> 1. It shall be understood herein that the relationship of the Contractor with CIAC is based purely on trust and confidence of the latter with the former and that CIAC shall have the right to terminate the Contract in case of loss of said trust and confidence in the Contractor, upon thirty (30) calendar days prior written notice to the Contractor. 2. CIAC shall have the right to terminate the Contract, after a thirty (30) calendar day written notice to the Contractor on any of the following grounds: <ol style="list-style-type: none"> a. When the Contractor’s guard has willfully and intentionally or through negligence caused the death of, or has inflicted serious physical injury on any person or any CIAC personnel inside CIAC premises while on official duty. b. When the Contractor’s guard through negligence caused irreparable damage to the prestige or any vital interest of CIAC, great destruction of CIAC properties and equipment, or huge economic loss by personal participation. c. When the Contractor has violated other obligation/s under this Contract and refused to comply and/or remedy the violation within the reasonable period given by CIAC. d. When the Contractor fails to pay the salary of any guard in accordance with the Contract for two (02) consecutive billing periods without just cause. e. When upon result of the audit investigation, CIAC finds the Contractor resorting to unauthorized, illegal, involuntary and unreasonable deductions resulting from underpayment of salaries of guards thereby affecting their state of morale and efficiency. 3. CIAC as its interest may require, shall have the right to cancel or terminate the award of this Contract when the Contractor, upon written notice, fails to comply any or all of the following, before the initial posting: <ol style="list-style-type: none"> a. Present physically to CIAC all the equipage requirement under this Contract, including the security guards to be posted; and/or 4. Serious violation of any established/written CIAC policies, rules, and regulations on security management and operations shall constitute sufficient grounds for the termination of the security services contract without prejudice to CIAC’s rights to initiate the appropriate legal action. |
| <p>Article 12</p> | <p>SEPARABILITY CLAUSE</p> <p>If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.</p> |

| | |
|------------------------------|--|
| <p>Article 13</p> | <p>DURATION OF THE CONTRACT</p> <p>The Contract shall be for a period of Six (6) months from receipt of the Notice to Proceed (NTP).</p> |
| <p>Article 14</p> | <p>FREE AND HARMLESS CLAUSE</p> <p>The contractor shall indemnify the CIAC against claims or actions filed by the Contractor's guards where the CIAC is made a correspondent/defendant. In the event where the CIAC is subjected to any judicial or administrative action filed by the contractor's guard/personnel, the Contractor shall shoulder all legal expenses that will be incurred by the CIAC in its defense. In the event that the engagement of a counsel would be deemed necessary by the CIAC to defend itself in such cases, the selection of the counsel shall be done at the sole discretion of the CIAC and the Contractor shall fully shoulder the expenses for services performed by the legal counsel.</p> |

Section VIII. Bidding Forms

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Bid Form

Date: _____
Invitation to Bid¹ N^o: _____

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

Gentlemen and/or Ladies:

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

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

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

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

(if none, state "None")

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

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

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

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

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Contract Agreement Form

THIS AGREEMENT made the ____ day of _____ 20 ____ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed

in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

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

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Bank Guarantee Form for Advance Payment

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

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

X-----X

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

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

I/We³, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

**COST DISTRIBUTION FOR SECURITY SERVICES
CONTRACTING THE SERVICES OF NINETY FIVE (95) PRIVATE
AVIATION SECURITY AGENCY GUARDS**

| ITEM NO. | DESCRIPTION | | | | TOTAL PRICE |
|----------|--|----------------------|---------------------------|------------|-------------------------|
| | No. of days worked per month | No. of days per year | No. of hours work per day | Daily wage | |
| | 32.79 | 393.5 | 8 | 400.00 | |
| | Basic Salary Per Month | | | | PHP 13,116.67 |
| | Night Differential | | | | 437.22 |
| | 13 Month Pay | | | | 1,013.89 |
| | Service Incentive Pay | | | | 166.67 |
| | Uniform Allowance | | | | 100.00 |
| | Hazard Pay | | | | 250.00 |
| A | TOTAL AMOUNT DIRECTLY TO GUARD | | | | 15,084.44 |
| | Retirement Pay | | | | 750.00 |
| | SSS Premium | | | | 967.70 |
| | PhilHealth Contribution | | | | 162.50 |
| | State Insurance | | | | 10.00 |
| | Pag-Ibig Fund | | | | 100.00 |
| B | TOTAL AMOUNT TO GOV'T IN FAVOR OF GUARD | | | | 1,990.20 |
| C | TOTAL AMOUNT TO GUARD AND GOVERNMENT (A+B) | | | | 17,074.64 |
| D | ADMIN. OVERHEAD AND MARGIN EXCLUSIVE OF VAT (20%) | | | | 3,414.93 |
| E | TOTAL AMOUNT RATE PER GUARD PER MONTH FOR EIGHT (8) HOURS | | | | PHP 20,489.57 |
| F | TOTAL NUMBER OF GUARDS | | | | 95 |
| G | TOTAL COST PER MONTH | | | | PHP1,946,509.15 |
| H | TOTAL COST FOR 6 MONTHS | | | | PHP11,679,054.90 |