

PHILIPPINE BIDDING DOCUMENTS
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
Regional Office XII



**Procurement of Security Services
for FY 2024**

ITB No. DENR XII -07-2023

Section I. Invitation to Bid



Republic of the Philippines
Department of Environment and Natural Resources
Office of the Regional Executive Director
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INVITATION TO BID FOR THE PROCUREMENT OF SECURITY SERVICES FOR FY 2024

1. The **Department of Environment and Natural Resources (DENR XII)**, through the **GAA 2024** intends to apply the sum of **ONE MILLION SEVEN THOUSAND (Php1,700,000.00) PESOS** only being the Approved Budget for the Contract (ABC) to payments under the contract for Procurement of **Security Services for FY 2024 ITB No. DENR XII-07-2023**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DENR XII** now invites bids for **Procurement of Security Services for FY 2024**. Delivery of the Services is required **for one (1) year from contract signature, including the time needed for mobilization of personnel, equipment and other resources**. Bidders should have completed, within one (1) year from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents.
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 **DENR XII Bids and Awards Committee (BAC) Secretariat, Procurement Section** and inspect the Bidding Documents at the address given below during regular office hours from 8:00 am to 5:00 pm Mondays to Fridays
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 28, 2023** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, below:

DESCRIPTION/SPECIFICATION	Cost of Bidding Document
PROCUREMENT OF SECURITY SERVICES FOR FY 2024	Php5,000.00

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

6. The **DENR XII** will hold a Pre-Bid Conference on **November 14, 2023** at **1:30 pm.** at the **DENR XII Function Hall, Aurora Street, Koronadal City**, which shall be open to prospective bidders.
7. Bids must be duly received by the **BAC Secretariat at the DENR XII Function Hall, 3rd Floor, Koronadal City** on or before **November 28, 2023** at **12:00 pm.** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 19.
8. Bid opening shall be on **November 28, 2023** at **1:00 pm.** at the **DENR XII Function Hall, 3rd Floor, Koronadal City.** Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
9. The **DENR XII** 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.
10. For further information, please refer to:

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Head, BAC Secretariat
Procurement Section
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Koronadal City, South Cotabato
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ENGR. MAMA G. SAMAON
ARD for Technical Services
Chairperson, Bids and Awards Committee

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity, **Department of Environment and Natural Resources Regional Office XII** wishes to receive Bids for the **Procurement of Security Services for FY 2024 with ITB No. DENR XII-07-2023**.
- 1.2. The Procurement project or work (referred to herein as “project/services”) is One (1) item, the details of which are described in Section VII (Term of Reference).

2. Source of Funds

- 2.1 The GOP through the source of funding as indicated below for 2024 in the amount of **One Million Seven Hundred Thousand Pesos (Php1,700,000.00)**.

3. Bidding Requirements

- 3.1 The Bidding for the project/ services shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.
- 3.2 Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or ITB by the BAC through the issuance of a supplemental or bid bulletin.
- 3.3 The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this project/ services, including other factors that may affect the cost, duration and execution or implementation of the contract, project/ services and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 4.1 Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and service provider 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.

4.2. 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 4.1(a).

4.3. 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.

5. Conflict of Interest

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

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of other contractors in more than one bid;
- (f) A Bidder who participated as a service provider in the preparation of the design or term of reference and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in services provider for the preparation related to procurement for or implementation of the project/ services, if the personnel would be involved in any capacity on the same project/ services.

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

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

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

6. Eligible Bidders

- 6.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 6.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the services sought to be procured are not available from service provider; or
- 6.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 6.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the project/ services and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

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

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

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects/ services under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}$$

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

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

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

7. Bidder's Responsibilities

- 7.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. as required in **ITB** Clause 13.1(b)(iii).

7.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 11.4.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

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

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

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

7.3. The Bidder is expected to examine all instructions, forms, terms, and specifications/TOR in the Bidding Documents.

7.4. 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/Services; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project/Services.

7.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.

7.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project/ services in any way.

7.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

8. Origin of Services

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 28.1.

9. Subcontracts

9.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the services 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/ services.

9.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting

of such portion of the services shall be disallowed.

- 9.3. The Bidder may identify the subcontractor to whom a portion of the services 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

10. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this project/ services on November 14, 2023@ 1:30 p.m at DENR XII Function Hall, Aurora Street, Koronadal City, South Cotabato through face-to-face meeting as indicated in paragraph 6 of the **ITB**.

11. Clarification and Amendment of Bidding Documents

- 11.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 11.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 11.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 11.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 24.

C. Preparation of Bids

12. Language of Bids

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

13. Documents Comprising the Bid: Eligibility and Technical Components

13.1. 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 bidder 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 (with duly signed certificate of completion by the service provider) 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 19. 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 term of reference, as enumerated and specified in Sections VI and VII of the Bidding Documents; and

(iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII.

(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/services.

14. Documents Comprising the Bid: Financial Component

14.1. 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 16.1 and 16.4;

(b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 28, unless otherwise provided in the **BDS**; and

(c) Any other document related to the financial component of the bid as stated in the **BDS**.

14.2. (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 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 estimates
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of project/services.

15. Alternative Bids

15.1 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.

15.2 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.

16. Bid Prices

16.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the total amount and the expected services to be rendered under this project/services.

16.2. The Bidder shall fill in rates and prices for services 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.

16.3. 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.

16.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For services offered from within the Procuring Entity's country:

- (i) The price of the services 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 services to their final destination; and

(iv) The price of other (incidental) services, if any, listed in the BDS.

(b) For services offered from abroad:

(i) Unless otherwise stated in the **BDS**, the price of the services 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

16.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 25.

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

17. Bid Currencies

17.1. Prices shall be quoted in the following currencies:

(a) For services that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

(b) For services that the Bidder will render 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.

17.2. If so, allowed in accordance with **ITB** Clause 17.1, 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.

17.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

18. Bid Validity

- 18.1. 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.
- 18.2. 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.

19. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	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.	
<i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	

(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%)
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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.

19.2. 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.

19.3. 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 19.2.

19.4. Upon signing and execution of the contract pursuant to **ITB** Clause 33, and the posting of the performance security pursuant to **ITB** Clause 34, 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 19.2.

19.5. The bid security may be forfeited:

(a) if a Bidder:

- (i) withdraws its bid during the period of bid validity specified in ITB Clause 20;
- (ii) does not accept the correction of errors pursuant to **ITB** Clause 29.3(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 33; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 34.

20. Format and Signing of Bids

- 20.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. on or before the deadline specified in the **ITB** Clauses 22 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 13.1, 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.
- 20.2. Forms as mentioned in **ITB** Clause 20.1 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.
- 20.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 13 and 14. 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.
- 20.4. 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.
- 20.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

21. Sealing and Marking of Bids

- 21.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 13 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”.
- 21.2. 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.
- 21.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 21.4. 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 22.
- 21.5. 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

22. 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**.

23. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 22, 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.

24. Modification and Withdrawal of Bids

- 24.1. 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.

24.3. Bids requested to be withdrawn in accordance with **ITB** Clause 24.1 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.

24.4. 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 19.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

25. Opening and Preliminary Examination of Bids

25.1. 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.

25.2. 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 13, 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”.

25.3. 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 14.2, 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.

25.4. 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.

- 25.5. 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.
- 25.6. In the case of an eligible foreign bidder as described in **ITB** Clause 6, 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.
- 25.7. 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.
- 25.8. 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.
- 24.8 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.
- 24.9 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

26. Process to be Confidential

- 26.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 26.2. 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.

27. 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.

28. Domestic Preference

28.1. 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.

28.2. 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 or services 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 or services of the growth, production, or manufacture, as the case may be, of the Philippines.

29. Detailed Evaluation and Comparison of Bids

29.1. 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 25, in order to determine the Lowest Calculated Bid.

29.2. 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.

29.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:

- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this

regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

29.4. 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**.

29.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.

29.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

29.7. 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.

30. Post-Qualification

30.1. 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 6, 13, and 14.

30.2. 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.

30.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 13 and 14, as well

as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days.

- 30.4. 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.
- 30.5. 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.
- 30.6. 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.
- 30.7. 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.

31. Reservation Clause

- 31.1. 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.
- 31.2. 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/services are no longer necessary as determined by the HoPE; and
- (iii) If the source of funds for the project/services has been withheld or reduced through no fault of the Procuring Entity.

31.3. 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

32. Contract Award

32.1. Subject to **ITB** Clause 30, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

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

32.3. 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 34;
- (c) Signing of the contract as provided in **ITB** Clause 33; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

32.4. 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.

33. Signing of the Contract

33.1. 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.

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

33.3. 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.

33.4. 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**.

34. Performance Security

34.1. 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.

34.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)

<p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

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

35. 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.

36. Protest Mechanism

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

G. Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1	<p>The Procuring Entity is <i>DENR XII</i></p> <p>The name of the Contract is <i>PROCUREMENT OF SECURITY SERVICES FOR FY 2024</i></p> <p>The identification number of the Contract is <i>ITB No. DENR XII -07-2023.</i></p>
2	The reference is: <i>PROCUREMENT OF SECURITY SERVICES FOR FY 2024</i>
3	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>GAA 2024</i> in the amount of <i>P1,700.000.00.</i></p> <p>The name of the Project is: <i>PROCUREMENT OF SECURITY SERVICES FOR FY 2024.</i></p>
4	No further instructions.
5	No further instructions.
6	Foreign bidders, except those falling under ITB Clause 6.2(b), may not participate in this Project/services.
7	<i>For the procurement of Non-expendable Supplies and Services:</i> The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
8	No further instructions.
9	Subcontracting is not allowed.
10	Not applicable.
11	The Procuring Entity will hold a pre-bid conference for this Project/services on November <i>14, 2023</i> at <i>1:30p.m.</i> at the <i>DENR XII Function Hall, Aurora Street, Koronadal City.</i>

12	<p>The Procuring Entity's address is:</p> <p>DENR XII, Aurora St., Koronadal City</p> <p>C/O</p> <p>ENGR. MAMA G. SAMAON <i>ARD for Technical Services</i> <i>Chairperson, BAC</i> <i>Tel No. (083) 228 -3593</i></p>
13	No further instructions.
14	The bidder's SLCC similar to the contract to be bid should have been completed within <i>thirty (30) days</i> prior to the deadline for the submission and receipt of bids.
15	No additional requirements.
16	No further instructions.
17	No additional requirements.
18	The ABC is <i>Ph1,700,000.00</i> . Any bid with a financial component exceeding this amount shall not be accepted.
19	No incidental services are required.
20	Not applicable.
21	Not applicable.
22	Not applicable.
23	Bids will be valid until 120 days from opening of bids.
24	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>ABC Ph1,700,000.00</p> <ol style="list-style-type: none"> 1. The amount of not less than <i>Ph34,000.00</i> if bid security is in cash, cashier's/manager's check, bank draft/guarantee irrevocable letter of credit; or 2. The amount of not less than <i>Ph85,000.00</i> if bid security is in Surety Bond.

25	The bid security shall be valid until <i>120 calendar days</i> from opening of bids.
26	Each Bidder shall submit <i>one (1)</i> original and <i>two (2)</i> copies of the first and second components of its bid.
27	<p>The address for submission of bids is: <i>The Chairperson, Bids and Awards Committee (BAC) c/o The BAC Secretariat, DENR XII, Aurora St., Koronadal City.</i></p> <p>The deadline for submission of bids is <i>12:00 noon</i> on <i>November 28, 2023.</i></p>
28	<p>The place of bid opening is <i>DENR XII Function Hall, 3rd Floor, DENR XII Compound, Aurora Street, Koronadal City.</i></p> <p>The date and time of bid opening is <i>1:00 p.m.</i> on <i>November 28, 2023.</i></p>
29	No further instructions.
30	No further instructions.
31	No further instructions.
32	Not applicable
33	No further instructions.
34	No additional requirement.
35	No additional requirement.

H. Section IV. General Conditions of Contract

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 service provider, 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 service provider under the Contract for the full and proper performance of its contractual obligations.
- (c) “The services” are in accordance with the term of reference.
- (d) “GCC” means the General Conditions of Contract contained in this Section.
- (e) “SCC” means the Special Conditions of Contract.
- (f) “The Procuring Entity” means the organization purchasing the services, as named in the SCC.
- (j) “The Procuring Entity’s country” is the Philippines.
- (h) The “Funding Source” means the organization named in the SCC.
- (i) “The Project Site/work,” where applicable, means the place or places named in the SCC.
- (g) “Day” means calendar day.
- (k) The “Effective Date” of the contract will be the date of signing the contract, however the service provider shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (l) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and

similar acts as provided in Republic Act 3019.

- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The service provider shall permit the Funding Source to inspect the service provider's accounts and records relating to the performance of the 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 services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. This Contract shall include all such items/services, 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 services, if allowed in the **BDS**, does not relieve the service provider of any liability or obligation under this Contract. The service provider will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the service provider's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the service provider 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 services shall be disallowed.

8. Procuring Entity's Responsibilities

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

9. Prices

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

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the services have been rendered in accordance with the terms of this Contract and have been duly accepted.
- 10.2. The service provider's request(s) for payment shall be made to the Procuring Entity in writing, accompanied with the certificate of Services performed, and related 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 claim by the service provider. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Service provider 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 service provider.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the HOPE, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the HOPE 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.

12. Taxes and Duties

The service provider, 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 34.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the service provider after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the service provider or the surety company filed by the Procuring Entity;
 - (b) The service provider 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 service provider 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 service provider's performance under this Contract if so, required by the Procuring Entity.

15. Standards

The service provided under this Contract shall conform to the standards mentioned in the Section VII. Term of Reference'

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to confirm their conformity to the Contract term of reference at no extra cost to the Procuring Entity. The **SCC** and Section VII. Term of reference shall specify what inspections and/or the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the service provided in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. The Procuring Entity or its designated representative shall be entitled to attend 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.

17. Warranty

- 17.1. The Procuring Entity shall promptly notify the service provider in writing of any claims arising under this warranty.

18. Delays in the service provider's Performance

- 18.1. Delivery of the services and/or performance of Services shall be made by the service provider in accordance with the time schedule prescribed by the Procuring Entity.
- 18.2. If at any time during the performance of this Contract, the service provider or its Subcontractor(s) should encounter conditions impeding timely delivery of the performance of Services, the service provider 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 service provider's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the service provider'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 service provider in the performance of its obligations shall render the service provider 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 service provider fails to satisfactorily perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the service provider 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 services 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 service provider any monies due the service provider.

21. Liability of the service provider

- 21.1. The service provider'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 service provider 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 service provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the service provider'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 service provider 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 service provider. 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 service provider 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 service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the service provider fails to deliver or perform any or all of the services 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 service provider 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 service provider is unable to deliver or perform any or all of the services, 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 service provider fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Services

similar to those undelivered, and the service provider shall be liable to the Procuring Entity for any excess costs for such similar Services. However, the service provider shall continue performance of this Contract to the extent not terminated.

- 23.3. In case the delay in the delivery of the 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 service provider, the Procuring Entity may terminate this Contract, forfeit the service provider's performance security and award the same to a qualified service provider.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the service provider 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 service provider, 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 service provider.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project/services 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 services that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the service provider's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For services 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

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the service provider service provider 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 4.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the service provider conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the service provider 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 service provider shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the service provider 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 service provider's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the service provider's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the service provider of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the service provider of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The service provider 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 service provider 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.

I. Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	The Procuring Entity is <i>DENR XII</i> .
2	The Service Provider is <i>[to be inserted at the time of contract award]</i> .
3	The Funding Source is the Government of the Philippines (GOP) through the <i>GAA 2024</i> in the amount of <i>PI,700,000.00</i> .
4	The Project Site is <i>DENR XII, Aurora Quezon Street, Zone IV, Koronadal City, South Cotabato</i> .
5	No further instructions.
6	The Procuring Entity's address for Notices is: <i>The Chairperson, Bids and Awards Committee (BAC) c/o The Head, BAC Secretariat, DENR XII, Aurora St., Koronadal City, Telephone No. (083)228-3593</i> . The Service Provider's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i>
7	Not applicable
8	Not applicable
9	Not applicable.
10	Payment using LC is not allowed.
11	Not applicable.
12)	No further instructions.
13	No further instructions.
14	<i>One (1) year</i> after acceptance by the Procuring Entity of the delivered Goods.
15	The period for correction of defects in the warranty period is <i>30 calendar days</i> .
16	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

J. Section VI. Schedule of Requirements

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

Number	Description	Quantity	Delivered, Weeks/Months
1	Security Services	9 security guards	January to December 2024

***K. Section VII. Technical Specifications/
Terms of Reference***

Item	Description	Quantity
1	Security Services	9 security guards



TERMS OF REFERENCE (TOR) FOR DENR XII SECURITY SERVICES REQUIREMENT

I. Objective

The required services are the Deployment of Security Guards at DENR RXII.

II. Period of Services execution

One year from Contract Signature, including the time needed for mobilization of personnel, equipment and other resources. This period is subject to extension upon needs assessment and upon agreement by both parties (the contractor and the service provider).

III. General Information

1. Ensure 24-hour man guarding service at the following DENR RXII premises at Aurora Street, Zone IV, Koronadal City, South Cotabato.
 - ☐ Main gate of the DENR RXII premises
 - ☐ Gate to the Land Records Building
2. Provide 24-hour QRF (Quick Reaction Force) service to respond to any emergency as required.
3. Ensure that security officials on all sites are always equipped with a baton and torch-light.
4. To comply with Standard Operation Procedures for post by DENR (Please refer to Section SOP for more details in this TOR). These procedures will mainly include:
 - a. Site specific instructions for access control to address the movement of personnel, vehicles and equipment entering and leaving the DENR R12 premises;
 - b. Fire detection;
 - c. Action to be taken when confronting a suspect;
 - d. Emergency procedures and action to be taken upon any emergency;
 - e. On-site re-training monthly;
 - f. Management and supervision;
 - g. Replacement of officials due to any reason, and of absentees;
 - h. Monitoring of the two adjacent streets (within the physical limits of the building) for any criminal activity and reacting promptly in support to the affected DENR R12/staff and their property;
 - i. Check the removal and movement of incoming/outgoing equipment and items. Keep records of items going out of or coming into the DENR R12 building, as may be necessary;
 - j. To be compliant with Access Control Procedures (please refer to section Access Control procedures in this TOR);
5. Monitor access to and movement within the DENR R 12 premises, including restricted areas and report on procedures violation;

6. Verify that all DENR R12 office doors and windows are properly locked and those left open inadvertently are properly locked, and reported thereafter;
7. To provide third party liability insurance to the value agreed between DENR R12 and agency during the contracting period;
8. Provide trained, equipped and qualified security supervisors, with reasonable knowledge of international languages;
9. Adhere to all national and local legislation regarding the legalization of the agency, taxes, labour practice and any other regulation relevant to the security industry;
10. Conduct adhoc inspections to ensure that all services are guaranteed by the security guards of the agency;
11. Oversight of DENR R12 official and staff vehicles parked in the parking lot behind the DENR R12 premises and inside of the DENR R12 compound and within the sight horizon of the boundaries of the compound including across the street;
12. Control of vehicle access into and out of the compound parking facilities;
13. Ensure that vehicles entering the parking space are parked in the appropriate space assigned to the DENR vehicle belongs to and assisted to that effect by the guards;
14. Maintain control of the parking access;
15. Ensure timely payment of salaries of the guards posted at the DENR R12 premise. The DENR R12 reserves the right to impose a penalty to the contractor should the delay in payment of salaries to the guards result in poor service quality;
16. Ensure timely delivery of food supplies, hygiene supplies to the guards posted at the DENR R12 premises;
17. Ensure that the guards posted at the DENR R12 premises are properly dressed in uniforms to portray a good image to visitors;
18. Advise the DENR R12 on possible security measures to improve security service delivery in the DENR R12 premises.

IV. Required Shifts

1st Shift: 07:00 A.M. – 15:00 P.M. local time

Posts 1 st Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Main Gate	2	2	2	2	2	1	1
Gate 2	1	1	1	1	1	1	1
Land Records Bldg							

2nd Shift: 15:00 P.M.-23:00 P.M. local time

Posts 1 st Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Main Gate	2	2	2	2	2	1	1
Gate 2	1	1	1	1	1	1	1
Land Records Bldg							

3rd 23:00 P.M.-07:00 A.M. local time

Posts 1 st Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Main Gate	2	2	2	2	2	1	1
Gate 2	1	1	1	1	1	1	1
Land Records Bldg							

The service provider must ensure that they adhere to the labor laws when formulating their shift structure and determining the hours each person is to work per 24-hour period.

V. Required Personnel

☐ Nine (9) Guards.

☐ 3 Guards are required during the 1st Shifts scheduled from 07:00 A.M. to 15:00 P.M. local time, the 2nd Shifts scheduled from 15:00 P.M. to 23:00 P.M. and the 3th Shifts scheduled from 23:00 P.M. to 07:00 A.M. local time, Monday to Sunday.

There must be One Senior guard on Duty during each shift from Monday to Sunday.

VI. Statement of Work, requirements for the security services and responsibility of services provider

1. Requirements

a. The security agency must be fully licensed and have in possession all required legal permits for provision of unarmed security services. Certified copies of these documents will be provided to DENR

b. All personnel to be provided by the security agency for performance of work under this Statement of Work shall be fully qualified as Security Guards, in accordance with all relevant statutes within the DENR.

c. The security agency shall also be required to provide additional security personnel on an as-and when-required basis, following the receipt of authorized written request from the GSS Officer or his/her designated representative, at the rates set out in the Contract.

2. Responsibilities of the security agency

A. Access Control

- i. The security agency, security personnel will be unarmed and tasked to prevent unauthorized personnel or vehicular entry into the DENR R12 controlled areas.
- ii. There are numerous employee/visitor entrances or points of entry. At each point of entry, the security agency shall maintain a "Visitors' Book" for non-DENR personnel visiting DENR R12 for official or social purposes.
- iii. The security agency will be required to maintain pedestrian and/or vehicular traffic records at selected posts. Any violations are to be immediately reported to the GSS Officer.
- iv. Personnel movement in areas identified by Agency as "restricted" shall be closely controlled and monitored.
- v. Patrol Duties. The security agency shall patrol the contracted installations, i.e. provide physical security of the exterior of all buildings, monitor compound fence lines and protect DENR R12 Agency-Owned Equipment (DAOE), using continuous roving patrol guards in minimal intervals of 30-45 minutes. There will also be numerous visitors to various DENR activities, which will necessitate a screening/escorting process.
- vi. Unauthorized Removal of Property. At each point of entry/exit, the agency shall prevent the unauthorized removal at DENR premises. This will entail a visual, nondestructive and non-invasive search of vehicles entering and exiting the DENR compounds, as well as a search of hand-carried items. DENR Material and Package Passes are to be employed for the carriage of authorized DENR Owned Equipment. A copy of this pass will be collected by the security agency's security personnel from the driver/pedestrian at the point of entry and submitted to the GSS along with the Daily Occurrence Book (DOB) for that shift.

B. Fire Inspections

- i. The security agency shall train its personnel to identify potentially unsafe conditions, such as fire or explosions and react to their occurrence.
- ii. Upon detection of fire in any DENR installation or vehicle, the security agency shall ensure that the compound residents are immediately alerted, the incident reported to the General Services Section Officer and Bureau of Fire, and immediate action is taken to extinguish the fire.
- iii. The security agency shall ensure that all its security personnel are fully trained in the use of "inhouse" fire-fighting equipment and are aware of the actions necessary to minimize damage and expedite fire-fighting assistance, as required. The in-house fire-fighting equipment currently consists of ABC fire extinguishers and 52mm fire hydrants with hoses. The security agency shall have 45 days to train its personnel on the use of the equipment.
- iv. The security agency, security personnel shall immediately report all unsafe conditions noted on their patrol routes to the GSS Officer. These will be recorded in the Daily Occurrence Book at the end of each shift or be dealt with immediately, if required.

C. Fire Drills

- i. While DENR shall include the security agency in fire drills when scheduled, this does not preclude the security agency from conducting its own fire drills to maintain the competency of its personnel.
- ii. All the security agency's security personnel must have fire prevention and fire-fighting training before deployment.
- iii. The security agency shall also ensure that all its security personnel deployed to the contracted work sites are familiar with the fire evacuation plan and execution thereof.

D. First Aid

- i. All the security agency's personnel should hold an internationally recognized first-aid certificate, which includes Cardiopulmonary Resuscitation (CPR).
- ii. DENR shall provide the First-Aid Kits to all static posts, with the security agency responsible for replenishment and maintenance to the standard as issued.

E. Coverage

- i. The security agency shall ensure that all posts are continuously manned throughout the duration of each shift. Security guards will exercise maximum awareness and be fully alert during their shift.
- ii. DENR has suffered several critical attacks on its personnel and premises over past several years, thus it is absolutely critical that security guards are continuously present at their designated posts. Sleeping and/or absence from the post will immediately imply non-payment for the whole eight (8) hours shift.

F. Crime Scene Protection

- i. The security agency is to immediately report to the DENR GSS Officer any evidence of theft, break-in, fire, vehicle accidents/incidents and any other occurrences affecting DENR personnel and/or property within and including the compound perimeter. The security agency shall immediately mark and secure the scene of such occurrences in order to prevent unauthorized access prior to the arrival of the investigating officer.

G. Motor Vehicles

- i. The security agency shall enforce the policies established by DENR, to promote the safe operation of motor vehicles. These policies are made available in the GSS office, and violations are to be immediately reported to the GSSO. The security agency shall be authorized to direct traffic at or in the immediate vicinity of a point of entry, if such a necessity arises.

3. Administrative Planning

- a. Standard Operating Procedures

The security agency shall be responsible for familiarization and updating with the DENR R12 Agency Standard Operating Procedures (SOP's) for all guard force security functions.

- b. Emergency Plans
 - i. The security agency shall be familiar with the DENR R12 relevant operational plans to meet emergencies, including, but not necessarily limited to, those caused by weather, earthquakes, riots, felonious intrusions and explosive incidents.
 - ii. The DENR XII will have such plans made available to the security agency upon written request.

4. Records and Reports

a. A summary of required reports is listed below. The security agency may utilize formats or combine reports for efficiency in preparation, insofar as the basic information is provided within the specified timeframe. All administrative files, including details of security personnel on duty at each location at any given time, complaints, incidents, investigations, post and radio logs, shift reports, work schedules, equipment inventories, lost and found property, etc., shall be maintained at the DENR facilities and will be the property of DENR.

- i. Daily Occurrence Book;
- ii. Visitors' Log; and
- iii. Staff Working After Hours Log.

5. Performance Meetings

Regular performance meeting will be held between the GSS Officer and the security agency manager or its senior representative, not less than once per month. Written minutes of the meetings shall be prepared by security agency and forwarded to the Agency and copy furnished to the GSSO.

6. The Security Agency Personnel

a. Deployment - The security agency shall ensure that same personnel is continuously deployed at the same posts. In cases when designated personal cannot be deployed to its standard deployment post, the security agency will consult with the GSS Officer about adequate replacement minimum twenty-four (24) hour prior deploying. In cases when new staff has been deployed to the location without prior approval from the GSS Officer, services provided for that particular shift will not be compensated. The security agency will on its' own cost provide a file with pictures of all security guards designated to the specific location. This file will be visibly displayed on the main assess point.

B. Individual Files - The security company shall maintain personnel files, which include the Police background check on all of its personnel assigned to perform under the contract. These files shall be maintained by the security company and are subject to inspection by the RO, UNDSS or his/her designated representatives at any time.

C. Qualifications

The security agency shall ensure that all its personnel employed and assigned to perform under the contract meet or exceed the following minimum criteria.

1. must be at least 20 to 60 years of age;
2. be physically able to perform all general patrol duties, functions and activities;
3. be free from all communicable diseases;
4. be well proportioned, as to height and weight;
5. be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
5. have binocular vision correctable to 20/30; and
7. have adequate colour acuity and be capable of hearing normal conversation at three (3) metres with both ears, without the benefit of a hearing aid.

The security company shall conduct pre-hire physical examinations at its own cost and expense, to ensure compliance with the above-mentioned requirements. Any request for waivers must be approved in advance by the GSS Officer in writing.

Understanding printed regulations, detailed written orders, training instructions and materials. Also, they must be capable of understanding oral and able to communicate in the same language.

The security agency will make every effort to ensure that deployed personnel can understand very basic instructions in oral English.

No employee shall have been terminated from any previous employment other than honourable circumstances.

No employee shall have been convicted of a felony or misdemeanor.

All employees must possess the capacity to acquire a good working knowledge in all aspects of the position requirements of the contracted security force, i.e. post orders.

d. Personal Appearance

- i. The security agency shall provide all uniform apparel and equipment to its personnel. Uniformed personnel are expected to keep a clean, neat appearance and present a professional bearing. On a duty shift, they shall be cleanly shaven and with their uniform items in good order, clean and properly pressed, with black shoes or boots properly polished. Sport or training shoes are not to be worn.
- ii. The security agency shall ensure that its personnel are physically capable of standing watch, patrol i.e. not having consumed alcoholic beverages or other types of intoxicants within the previous twelve (12) hours, and are sufficiently rested for minimum of eight (8) hours before each shift. The security agency shall ensure that its personnel does not exceed working shift of eight (8) hours. The security agency will make every effort that security guards are replaced on time. The DENR will not be charged for guard services where guard duty exceeds eight (8) hours shift.
- iii. Smoking while working is not permitted.

- iv. The security agency shall ensure that all its personnel are informed of and understand the guard assignments and special instructions.
- v. Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses may be worn, provided however that eyeglasses that are faddish in style or in colour (bright, iridescent or fluorescent orange, yellow, red, etc.) shall not be worn. Mirrored or opaque sunglasses may not be worn. Sunglasses or darkly tinted glasses shall not be worn inside the buildings, unless deemed medically necessary by a licensed physician.
- vi. No lettering, design or coloured undergarment shall be visible through the uniform shirt.
- vii. No visible body piercing or tattoos are permitted.

e. Special Requirements – Male Guards

- i. Male guards shall keep their hair clean, neat, and combed at all times. The length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. In no case will the length and/or bulk of the hair interfere with the normal wearing of uniform headgear, neither will it be so long as to cover the top of the ears or collar.
- ii. Sideburns are permitted, provided that they are neatly trimmed. The base will be a clean-shaven horizontal line. Sideburns will not extend downward below the lowest part of the exterior ear lobe.
- iii. A moustache, if worn by the security agency's personnel, shall be short and neatly trimmed, so as not to appear bushy and may not extend over the upper or beyond the corners of the mouth.
- iv. Beards, if worn, must be neatly trimmed close to the face and, in any case, no longer than 1 cm.
- v. Male guards shall not wear earrings, nose studs or any other forms of facial piercing.

7. Training Requirements

- a. Training of Security Personnel Prior to Deployment - Each of the security agency's security personnel must complete the training programs listed in Appendix IV to this document.
- b. Approval of Training Programme - The security agency shall advise the GSSO on the development of a training programme that meets the above-mentioned requirements. Approval must be granted by the Security Agency prior to the commencement of any training programme. As a minimum, the programme will be in writing and will include subject descriptions, schedules, class hours, instructors, including their qualifications and experience, training materials to be used and testing methods.
- c. Training Inspection - The Security Agency or his/her designated representatives shall have access to monitor all training sessions conducted by the security personnel, irrespective of locations, and shall have the right to make final determination on the adequacy of such training.
- d. Training Records
The security agency shall maintain and make available to the GSSO, when requested, a training file on each of its personnel. The training file shall include the following information:
 - i. Employee's name;

ii. Position occupied; and

iii. Contractor's training classes attended and scores, if applicable.

8. Organizational Considerations

a. The Security Agency shall designate a Chief Security to serve as the primary point of contact between the security agency and the DENR on a 24-hour basis. The Chief Security shall have authority to act on behalf of the security agency at the work sites. The security agency shall also designate an alternate to fill in during the chief security's absence. As a minimum, these individuals shall have primary responsibility on the employee conduct and staffing considerations mentioned in paragraphs 9b and 9c below.

b. Employee Conduct - The security agency shall ensure that its employees maintain satisfactory standards of competency, conduct, appearance and integrity. The security agency shall take appropriate actions, as necessary, to ensure compliance with these standards. The Chief Security of all security guards appointed by the security agency shall be made available to the GSSO or his/her designated representatives.

c. Staffing Considerations - The security agency shall deploy a well-training, organized and properly equipped security force. The security force at each location of the contracted sites shall have a viable communications system, supplied by the security agency, which will ensure that individual guards can instantly report suspicious occurrences and/or summon assistance, as required.

9. Uniforms

a. For the purposes of this Contract, uniform is defined as jacket, trousers/skirt, boots/shoes and duty belt, all of which are provided by the security agency on a scale of issue that will ensure all uniformed personnel can achieve and maintain the appearance standards set by the DENR XII.

b. Complete uniforms shall be worn by all uniformed members of the security force at all times while engaged in the performance of duties. Such uniforms and the wearing of the same shall in general conform to acceptable standards and usage. The security agency's security personnel shall wear the same colour and style of uniform.

c. The security agency, if such clothing does not substantially interfere with their performance of duties. that are not specified in the Contract or approved by shall be worn or displayed on the uniform.

d. No decorations, awards or other ornaments e. All the security agency's uniformed security personnel shall wear a name/rank plate on the outermost garment. The nameplate shall be centred along the top right pocket seam of the shirt/blouse or jacket. Nameplates shall be uniform in size, material, size of letters and colour. No DENR reference shall be included on the nameplates or the uniforms supplied by the security agency.

e. Uniforms and equipment shall consist of the following items. Minor variations may be approved by the Security Agency, insofar as the intent of each item is met:

- i. Shirt, long and short sleeves;
- ii. Trousers, and;
- iii. Jacket, "Bomber" style;
- iv. Shoulder patches;

- v. Name/rank plate;
- vi. Insignia or rank, as appropriate;
- vii. Shoes/boots;
- viii. Duty belt;

10. Equipment - The security agency shall provide all equipment and/or supplies necessary to meet the requirements of this Contract, including communications equipment to its staff.

11. Disclosure of Information - Neither the security agency nor any of its personnel is allowed to disclose or cause the dissemination of any information concerning the operations, staff or assets of the DENR. All inquiries, comments, or complaints, arising from any matter observed, experienced, or learned of as a result of, or in connection with, the performance of this Contract and the resolution of which may require dissemination of official information, will be directed to the GSSO. Deviations from or violations of any of these provisions may, in addition to all other criminal and civil remedies provided by law, subject to the security agency to immediate termination for cause, and/or the individuals involved to a withdrawal of the DENR acceptance and approval of their employment.

12. Removal from Duty - The DENR Regional Executive Director or GSSO has the authority to direct the security agency for immediate removal of any employee from the work site should it be determined that an individual is not suitable to perform the guard duties.

VII. Required Qualifications:

The service provider shall provide proofs of all below required qualifications.

- ☐ Minimum of a secondary school qualification.
- ☐ Must be able a little bit to speak, read, and write English.
- ☐ Must not have a criminal record/background.
- ☐ Having a military, a police or security background is preferred.
- ☐ Should preferably have experience in supervising guards in a similar environment.

VIII. Drug dependency and medication

Must not be dependent on alcohol or other drugs; if using prescribed medication, such medications must not hinder the performance of assigned guard duties. All personal assigned must undergo annual physical examination by a licensed physician to ascertain their health completion and ability to fulfill their expected functions.

IX. Education and literacy

The minimum level of education should be sufficient to allow effective participation in guard training. Guards must be able to read and write, (reasonable working knowledge of English is mandatory for the supervisor), understand orders and client specific requirements, plus maintain logs and reports.

X. Guard Experience

All guards assigned to work at DENR 12 post must have a minimum of 6 months experience as a qualified "security guard"

XI. Legal Status

All assigned personnel must be free of criminal records.

XI. The Agency:

- ☐ Must have an official license for security personnel to carry radios issued by the Lao authorities.
- ☐ Must have experience in the security industry and provide at least 3 (three) references of past and current contracts of nature similar to the services required in this project.
- ☐ Must provide a communication plan to ensure successful management of the contract.
- ☐ Must demonstrate a capability to manage their personnel on the ground at all times.
- ☐ Must demonstrate that they have an acceptable security training program and that the personnel offered will receive proper security training
- ☐ Must be able to provide replacement guards on a short notice.
- ☐ Must be registered
- ☐ Must ensure that security personnel are given sufficient rest-days in accordance with the labor laws.
- ☐ Must submit proof that their security personnel has proper knowledge in the:
 - o Use and care of: fire extinguishers
 - o Role and function of security personnel and Patrolling procedures
 - o Access control procedures, Radio and Telephone procedures
 - o Emergency procedures (bomb threats, evacuation, fire, medical, demonstrations, unruly behavior, etc).
 - o Basic First Aid
 - o Incident reporting procedures
 - o Taking part in controlled incidents as directed by the GSS Officer and To their Security Agency
 - o Keeping proper security occurrence and incident log
 - o Uniform care, presentation and Personal hygiene

XII. Equipment to be supplied by the Security Agency:

- ☐ The service provider is to equip each of the security personnel (and limited to) with a full set of uniforms and communication equipment, tounch and baton.

XIII. DENR office will provide:

- ☐ Drinking water
- ☐ Hand detector

XIV. Duties and Responsibilities of Security Guards

The security agency's Security Guard shall perform access control functions on 24/7 basis listed but not limited to below;

1. Control all entry/exit points and ensure adequate security of the organization's premises as per issued policies and procedures;
2. Ensure that all staff and visitors are properly screened and registered and when required issue with adequate building passes, (visitors, contractors etc).
3. Ensure that routine patrols are conducted within the DENR premises and that they are properly documented.
4. Patrol assigned areas; maintain continual surveillance against fire, water leakage and any other action which could damage DENR premises or injure its personnel.
5. Log all movement of equipment in/out of DENR premises.

6. Properly screen all items carried into the premises to prevent and determine entrance of dangerous, illegal or suspicious looking materials or items.
7. Investigate and report all incidents on the DENR grounds that involve a breach of safety, security procedures, injuries and theft.
8. Intervene personally to resolve problems or refer them immediately to the Supervisor.
9. Respond to personnel and telephone enquiries and provide appropriate information or suggest alternative sources of information.
10. Provide emergency assistance and assist staff and visitors during contingencies.
11. Assist staff, visitors and guests on DENR premises as a courtesy and service.
12. Report for duty as and when necessary (on call).
13. Perform other related security duties outlined in the contract as required.
14. Open and close buildings, offices etc.
15. Check that all office machines, air conditioners, lights, etc. are turned off after working hours.

XV. Training requirements

The security agency shall complete the training programs for all its security personnel on his own cost prior to deployment. The security agency shall provide training materials of its security personnel. Certification for completion of training of all deployed Security Guards must be given to the DENR XII Regional Office.

Prepared by:

SGD
MAY ANNE M. ADAM
Chief, General Services Section

Recommending Approval:

SGD
IKI M. ONTAWAR
Chief, Administrative Division

Approved by:

SGD
ATTY. FELIX S. ALICER
Regional Executive Director

***L. Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s)

1. Bid Form

Date: _____
Invitation to Bid¹ N°: _____

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/Services]* 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/services 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 19.2 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

¹ _____
If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 6 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 _____

For Goods/services Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid⁴ Number _____. Page of _____ .

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

4 If ADB, JICA and WB funded projects, use IFB.

2. 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 service provider]* of *[city and country of service provider]* (hereinafter called “the service provider”) of the other part:

WHEREAS the Entity invited Bids for certain ancillary services, viz., *[brief description of services]* and has accepted a Bid by the Service Provider for the performance of those 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 Service Provider’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 Term of Reference;
- (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 service provider as hereinafter mentioned, the service provider hereby covenants with the Entity to provide the 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 service provider in consideration of the provision of the 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).

3. Omnibus Sworn Statement

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

A F F I D A V I T

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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

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

6. Select one, delete the rest:

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

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

Roll of Attorneys No. _____

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

Doc No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

4. Bank Guarantee Form for Advance Payment

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

Gentlement and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of General Conditions of Contract to provide for advance payment, *[name and address of service provider]* (hereinafter called the “service provider”) shall deposit with the PROCURING ENTITY a bank 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 Service Provider, 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 Service Provider, 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 Contract documents which may be made between the PROCURING ENTITY and the Service Provider, 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 full effect from the date of the advance payment received by the Service Provider under the Contract until *[date]*.

Yours truly,

Signature and Seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. 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/We⁵, 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.

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

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

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

[Insert Signatory's Legal Capacity]

Affiant

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

Roll of Attorneys No. _____

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

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

Doc No. _____

Page No. _____

Book No. _____

Series of _____