



PHILIPPINE RECLAMATION AUTHORITY
(Public Estates Authority)

Bidding Documents

**SECURITY SERVICES
FOR PRA PROPERTIES
PROJECT ID NO. GOODS 16-001**

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PHILIPPINE RECLAMATION AUTHORITY
(Public Estates Authority)

Section I. Invitation to Bid



Republic of the Philippines
PHILIPPINE RECLAMATION AUTHORITY
(Public Estates Authority)

7/F Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legaspi Village, 1226 City of Makati
Tel. Nos.(02) 459-5000; Facsimile No. (02)815-2662;Website: www.pea.gov.ph

INVITATION TO APPLY FOR ELIGIBILITY AND TO BID

PROCUREMENT OF SECURITY SERVICES (PBGoods 16-001)

1. The Philippine Reclamation Authority (PRA) will be accepting bids for the **Procurement of Security Services (PBGoods 16-001)**. The Approved Budget for the Contract (ABC) is **Sixteen Million One Hundred Seventy Three Thousand Nine Hundred Sixty Nine Pesos and 84/100 (Php 16,173,969.84)** for the first year of the Multi-Year Contract.
2. The PRA now invites bids from eligible bidders for Security Services to provide competent and qualified security services for the purpose of providing security services at the principal office of PRA and other project sites. Bidders should have completed, within the last three (3) years from the date of submission and receipt of bids, a contract similar to the Contract at hand. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Pursuant to Implementing Rules and Regulation (IRR) of Republic Act (RA) 9184, Appendix 14, the contract period shall be for three (3) years which shall commence on the date provided under the Notice to Proceed (NTP). The ABC stated above is for the first year only.

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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

4. Interested bidders may obtain further information from the Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at 7th Floor, Legaspi Towers 200, Paseo de Roxas, Makati City from Monday to Friday at 9:00 a.m. to 5:00 p.m.

A complete set of Bidding Documents may be purchased by interested Bidders on March 22, 2016 to April 22, 2016, upon payment in cash of non-refundable fee in the amount of Php25,000.00.

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

5. The PRA will hold a Pre-Bid Conference on April 08, 2016, 10:00 a.m. at the PRA Conference Room, 6th Floor, Legaspi Towers 200, Paseo de Roxas, Makati City, which shall be open to all interested parties.
6. Bids must be delivered to the address below on or before April 22, 2016 at 1:30 PM. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on April 22, 2016, 2:00 PM at 6th Floor Legaspi Towers 200, Paseo de Roxas, Makati City. Bids will be opened in the presence of Bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.

The PRA reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

7. For further information, please refer to:

Approved by:

SGD
BAC Chairperson

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

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

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

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

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the

events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

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

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

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

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

5. Eligible Bidders

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

prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

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

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

Where:

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

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3.

- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

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

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

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

7. Origin of Goods

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

8. Subcontracts

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

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- (b) *The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.*
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to

know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

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

C. Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

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

- (a) Eligibility Documents –

Class "A" Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - (iii.1) name of the contract;
 - (iii.2) date of the contract;
 - (iii.3) kinds of Goods;
 - (iii.4) amount of contract and value of outstanding contracts;
 - (iii.5) date of delivery; and
 - (iii.6) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (iv) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (v) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and

Class "B" Document:

- (vi) If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
- (b) Technical Documents –
- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

- (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
- (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.

- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a system to monitor and report bid prices relative to ABC and procuring entity's estimate. The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

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. Bid Prices

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

- (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
- (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.
- (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
- (iii) The price of other (incidental) services, if any, listed in the **BDS**.
- (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

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

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

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

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

17. Bid Validity

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

18. Bid Security

- 18.1. The bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

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

insurance company duly certified by the Insurance Commission as authorized to issue such security.	
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

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

19. Format and Signing of Bids

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.
- 19.2 Forms as mentioned in **ITB** Clause 0 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.

- 19.4 The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.
- 24.2. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall

forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class “A” Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(v) by any of the joint venture partners constitutes compliance.
- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid

price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

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

26. Clarification of Bids

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

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
 - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
 - (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
 - (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be,

subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.
- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

29. Post-Qualification

- 29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
 - (a) Tax clearance per Executive Order 398, Series of 2005;
 - (b) Latest income and business tax returns in the form specified in the **BDS**;
 - (c) Certificate of PhilGEPS Registration; and
 - (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12

and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion.

- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder’s Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.
- 29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
 - (a) If there is *prima facie* evidence of collusion between appropriate public 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 head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;

- (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - (d) Performance Security;
 - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
 - (f) Notice of Award of Contract; and
 - (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

- 33.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

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

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

34. Notice to Proceed

- 34.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.
- 34.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is PHILIPPINE RECLAMATION AUTHORITY, (Public Estates Authority)
1.2	The lot(s) and reference is/are: Project ID No. PBGOODS 16-001 SUPPLY FOR SECURITY SERVICES Sixty Three (63) Security Guards
2	The Funding Source is: The Government of the Philippines (GOP) through the Philippine Reclamation Authority Corporate Budget 2016 in the amount of Sixteen Million One Hundred Seventy Three Thousand Nine Hundred Sixty Nine Pesos and 84/100 (Php 16,173,969.84) . The name of the Project is: SUPPLY FOR SECURITY SERVICES (Multi-Year Contract) The ABC is for the first year only.
3.1	No further instructions.
5.1	No further instructions.
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2(a), may not participate in this Project.
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(iii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The Date and Venue of the Pre-Bid Conference is: April 08, 2016 at 10:00 a.m. Room 601, 6th Floor, Conference Room, Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legaspi Village, Makati 1226

10.1	<p>The PROCURING ENTITY's address is:</p> <p>7th Floor, Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legaspi Village, Makati City 1226</p> <p>BAC CHAIRPERSON Contact No.: (02) 459-5000 Fax No.: (02) 815-2662 www.pea.gov.ph</p>
12.1(a)	No further instructions.
12.1(a)(i)	No other acceptable proof of registration is recognized.
12.1(a)(iii)	The Statement of all on-going and completed government and private contracts shall include all such contracts within 3-year period prior to the deadline for submission and receipt of bids.
13.1	No additional requirements.
13.1(b)	No further instructions.
13.2	The ABC is Sixteen Million One Hundred Seventy Three Thousand Nine Hundred Sixty Nine Pesos and 84/100 (Php 16,173,969.84). Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iii)	No incidental services are required.
15.4(b)	No incidental services are required.
16.1(b)	"The bid price shall be quoted in Philippine Peso"
16.3	Not applicable
17.1	Bids will be valid One Hundred Twenty (120) Calendar Days from the date of the Opening of Bids
18.1	<p>The bid security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of P323,479.40, shall be the bid security if in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of P808,698.49 shall be the bid security if in Surety Bond; or 3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security. 4. Bid Securing Declaration pursuant to GPPB Res. No. 03-2012

18.2	The bid security shall be valid for One Hundred Twenty (120) Days
20.3	Each Bidder shall submit one (1) original copy and two (2) photocopies of the first and second components of their bid.
21	The Address for Submission of Bids is: 7th Floor Lobby, Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legaspi Village, Makati City 1226 The deadline for Submission of Bids is: 1:30 P.M. (PRA Wall Clock Time) on April 22, 2016
24.1	The place of Bid opening is: Room 601, 6th Floor Conference Room, Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legaspi Village, Makati City 1226 . The date and time of Bid opening is: 2:00 P.M. (PRA Wall Clock Time) on April 22, 2016
24.2	No further instructions.
27.1	No further instructions.
28.3	Not applicable.
28.3(b)	Bid modification is not allowed.
28.4	No further instructions.
29.2(a)	No further instructions.
29.2(b)	Filing of Tax Returns shall be through Electronic filing and Payment System (EFPS). Note: the latest income and business tax returns are those within the last six months preceding the date of bid submission.
29.2(d)	License to Operate from SOSIA/PNP
32.4(g)	<i>1) Organizational Set-Up & Minimum Qualifications of Security Guards 2) Duly signed Statement of Availability of the following: (as specified in the Technical Requirements)</i> <i>a. Firearms b. Vehicles, Motorboat, bicycle units, and c. Security Plan and the total number of guards to be deployed. d. Base/Handheld Radio, friskers, spotlight/flashlight/binoculars</i>

ANNEX “A”

DOCUMENTS COMPRISING THE BID

I. FIRST ENVELOPE (Technical Component)

A. Eligibility Requirements

(a) Class “A” Documents

1. SEC/DTI/CDA Certificate of Registration or any proof of registration
2. Mayor’s Permit
3. Statement of the prospective bidder of all its ongoing and completed government and private contracts, including contracts but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the relevant period as provided in the Bidding Documents
4. Latest Tax Clearance Certificate as per EO 398, series of 2005
5. Bidder’s computation of the Net Financial Contracting Capacity(NFCC) per GPPB Resolution No. 20-2013.

(b) Class “B” Documents

6. Valid Joint Venture Agreement(JVA) in case the joint venture is already in existence or duly notarized statements from all the potential jv partners

B. Technical Documents

1. Bid Security
2. Technical Specifications
3. Sworn Statement by the prospective bidder in the form prescribed by GPPB
4. Schedule of Requirements
5. Organizational Set-up
6. Duly signed statement of availability of duly licensed security guards that will be assigned/deployed or available for the contract, with corresponding license numbers issued by the PNP.
7. Duly signed statement of availability of equipment owned or leased that shall be used for the contract such as:
 - a. Firearms with corresponding license numbers
 - b. Vehicles (utility vehicle, bicycle, mountain bike) including the copies of CR and latest OR
 - c. Base/handheld radio

- d. Spotlight/flashlight
- e. Metal Detector/Electric Friskers
- f. Binoculars
- 8. Duly signed commitment to provide the required motorboat with 16 HP engine and ten person capacity, upon signing of the contract.
- 9. Security Plan

II. SECOND ENVELOPE (Financial Component)

- 1. Bid Form
- 2. Bill of Quantities/Price Schedule
- 3. Breakdown of Cost (Cost Distribution per month)

Note to Bidders:

- A. Each Bidder shall submit one (1) original copy and two (2) photocopies of its Technical and Financial Components.
- B. To facilitate checking of the eligibility documents, these must be sorted in the same sequence listed above and separated by tabs or page separators.
- C. The Standard Forms are MS Word documents issued by the Government Procurement Policy Board (GPPB) and are included in the CDROM.
- D. Note that the forms for SF-Good-13a and SF-Good-13b also require additional supporting documents as attachments.
- E. In accomplishing the Standard Forms, please consider the following information:

Procuring Entity:	PHILIPPINE RECLAMATION AUTHORITY
Address of Procuring Entity:	7th Floor Legaspi Towers 200 Bldg. 107 Paseo de Roxas St. Legaspi Village Makati City 1226
Project Reference/ID Number:	PBGOODS 16-001
Name of the Project:	SECURITY SERVICES FOR PRA OFFICES/PROPERTIES
Name of Head of the Procuring Entity:	PETER ANTHONY A. ABAYA
Position of Head of Procuring Entity:	General Manager & CEO

- F. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialled, by the duly authorized representative/s of the Bidder.

Section IV. General Conditions of Contract

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1. Definitions

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

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

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

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

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

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

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

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

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

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

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

5. Notices

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

SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

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

6. Scope of Contract

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

7. Subcontracting

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

8. Procuring Entity's Responsibilities

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

9. Prices

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

bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

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

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
 - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate

is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

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

13. Performance Security

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

14. Use of Contract Documents and Information

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

15. Standards

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

16. Inspection and Tests

- 16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

- 16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its

cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

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

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they

otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

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

22. Force Majeure

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

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

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

24. Termination for Insolvency

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

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

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

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is PHILIPPINE RECLAMATION AUTHORITY (PRA) (Public Estates Authority).
1.1(i)	The Supplier is _____.
1.1(j)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the Corporate Budget of the Philippine Reclamation Authority for Security Services for 2016 in the amount of Sixteen Million One Hundred Seventy Three Thousand Nine Hundred Sixty Nine Pesos and 84/100 (P16,173,969.84).</p>
1.1(k)	<p>The Project Sites are:</p> <ol style="list-style-type: none"> 1. Big Island and Coastal Patrol Group (CPG-Bay City) <ol style="list-style-type: none"> a. Off-shore patrol b. Big Island; 2. Aguinaldo Highway (R-1 Landstrip). To include the Former Floating Houses near PFW Parañaque City, former Total Health Mission Foundation Inc. and 20 Meters easement Libertad Channel in Pasay City; 3. Asiaworld/DOTC Intermodal Transport Terminal; 4. Coastal Plaza Condominium and WTS former MMDA impounding area; 5. PRA's Head Office, 7th, 8th & 9th Floors, Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legaspi Village, Makati City 1226. 6. BASECO Reclamation. 7. Asean Avenue 8. Former FUCC Vacant lot
5.1	<p>The PROCURING ENTITY's address for Notices is:</p> <p>7th Floor, Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legaspi Village, Makati City 1226</p> <p>PRA Contact Person: NOEL F. CASIN OIC- Admin. Services Dept.</p> <p>Telephone Nos.: (02) 459-5000 Facsimile No.: (02) 815-2662</p> <p>The Supplier's address for Notices is:</p> <p>_____</p> <p>_____</p>

Responsibilities of the CONTRACTOR

1. The **CONTRACTOR** agrees to efficiently and effectively implement and perform all the tasks and responsibilities it has outlined in the Security Plan (**Annex “B”**) as prepared by the **CLIENT**.

Provided however, that in the course of the execution on the site and as new situations may warrant, the **CONTRACTOR** and the **CLIENT** may agree to adjust or revise the Plan or that the **CLIENT** may demand the implementation of a new plan which it deems most suited to the existing situation and conditions at the site. It does not, however, preclude the **CLIENT** from increasing or decreasing the number of guards posting as situation warrants.

2. In the execution of the PRA-approved Security Plan, the **CONTRACTOR** shall ensure that it shall assign and provide the **CLIENT** with qualified and trained guards who possess the following minimum qualifications:

a. Must at least be a high school graduate;

b. At least with one (1) year relevant experience

c. Must be physically and mentally fit, at least 5 feet, 4 inches in height; weight of no less than 120lbs. and at least 22 years of age and not more than 45 years; and not addicted to or dependent on prohibited drugs or intoxicating liquor;

d. Must be of good moral character and possess no derogatory records from the Philippine National Police;

The **CONTRACTOR** shall ensure that the security guards are duly and currently licensed as private security guards in accordance with Republic Act 5487. The **CONTRACTOR** shall submit certified true copies of said licenses to the **CLIENT** before deployment of guards.

Any violation of the foregoing provision shall be considered as substantial contractual breach by the **CONTRACTOR** and shall entitle the **CLIENT** to immediately terminate this Contract with forfeiture of any and all sums due or payable the **CONTRACTOR** under this Contract.

3. The **CONTRACTOR** shall provide the **CLIENT** with a total number of SIXTY THREE (63) uniformed security guards and shall be directly supervised by the **CLIENT**'s Security Officers. Any increase or decrease in the number of guards as provided in this Contract shall be effected by a written request by the **CONTRACTOR** or the **CLIENT**, as the case may be, and upon a written approval or order from the **CLIENT**, and without the need of execution of a new contract;

4. The **CONTRACTOR** shall provide at its own expense, the necessary firearms, vehicles and other logistical facilities required by it for the execution of the Security Plan as provided in **Annex “B”** as well as provide the uniforms of the guards assigned to their area of responsibility as enumerated in Article 1 hereof. All logistical equipment and facilities shall be in accordance with the prescribed specifications and shall be duly licensed and registered at all times.

	<p>The CONTRACTOR hereby warrants that each guard shall be familiar with the use and care of the weapons/equipment entrusted to them, and shall undergo periodic training and practice to improve their proficiency in the use of the same.</p> <p>5. The CONTRACTOR shall ensure a 24-hour posting of guards at all area components of the cluster, scheduled in three (3) shifts per day, every day of the week in accordance with the guard postings prescribed in the Security Plan as approved by PRA. Each guard shall render eight (8) hours of continuous service per shift.</p> <p>6. The 24-hour guard duty shall be complimented with and at the CONTRACTOR's expense, the necessary firearms, properly marked and functional patrol vehicles and motor boat with at least ten (10) person capacity, a UHF radio communications systems, extra handheld radios, <i>or cellular phones</i> shall be provided to PRA Security Officers on loan basis for prompt monitoring and quick response and other equipment which the CONTRACTOR pledged to provide to the CLIENT pursuant to Annex "B" of this Contract;.</p> <p>7. The CONTRACTOR shall submit to the CLIENT bi-monthly periodic Situationer Reports from the various detachments as well as render incident/spot reports at any occasion as deemed necessary.</p> <p>8. The CONTRACTOR shall ensure that the discipline and management of security guards shall be in conformity to the rules and regulations of the Philippine National Police – Security Agencies and Guards Supervision Division (PNP-SAGSD) and other pertinent legal issuances, as well as those of the CONTRACTOR, other government agencies duly authorized for the purpose and/or rules and policies laid down by the CLIENT on the matter. It shall be recognized further that the security guards assigned to the properties of the CLIENT shall be subject to the instructions of the duly designated security officers of the CLIENT.</p> <p>The CONTRACTOR shall have the exclusive and absolute right, to select, rotate, reassign, suspend, terminate and/or impose disciplinary action over the security guard assigned to the CLIENT. Provided that the CLIENT shall have the right to screen, refuse, seek replacement or substitute entry to any security guard found guilty of acts inimical to the CLIENT's interest and/or seek replacement or substitution from the CONTRACTOR. The judgment of the CLIENT on such matters shall be final and binding and should the CONTRACTOR refuse to abide, the former may consider the same a valid cause for the immediate termination of the Contract.</p> <p>For any violation of the rules, regulations and policies hereby laid down, and/or unsatisfactory or non-performance of duties set forth under the Security Plan of the CONTRACTOR as approved and accepted by the CLIENT, the CONTRACTOR shall be duly penalized in accordance with <i>Article VII</i> of the Contract, without prejudice to the termination of this Contract by the CLIENT.</p> <p>9. It is expressly agreed and understood that the guards of the CONTRACTOR are not employees of the CLIENT and as such, the CLIENT shall not in any way or manner be liable or responsible for any personal injury or damage to</p>
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properties, including death sustained by or caused to or by any of the **CONTRACTOR's** employees or guards assigned to the premises of the **CLIENT** during the performance of their duties. Insofar as any and all guards assigned to the **CLIENT** are concerned, the **CONTRACTOR** shall at all times stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations, including the Labor Code, Social Security Law, Employees' Compensation Act, Medicare Act, HDMF Law and other related welfare legislations/issuances, and the **CONTRACTOR** hereby further agrees and binds itself to save and hold the **CLIENT** free from any liability with respect thereto and/or which may arise therefrom. The **CONTRACTOR** hereby agrees to hold the **CLIENT** free and harmless from all and any damages and liabilities that may be filed against the security guards by reason of their employment by the **CONTRACTOR** under decrees and/or law pertinent to employer-employee relationship.

10. The determination of wages or compensation of the security guards shall be the exclusive prerogative of the **CONTRACTOR** but not lower than the prescribed minimum wage law.

CONTRACTOR shall submit to **CLIENT** the following documents:

- a.) Copy of the BIO-DATA of each security guard enclosed with Security Guard License, local clearances, Medical Report, Drug Test Result, Certificates of Training;
- b.) Copy of payroll or pay slips duly signed by the security guard assigned to **CLIENT** every billing;
- c.) Log book entries and daily time records of the guards shall be submitted every billing;
- d.) Duly authenticated copy of SSS and Medicare premium remittances showing the names of the guards assigned to **CLIENT** every quarter, or in monthly basis payment;
- e.) Duly authenticated copy of PAG-IBIG Fund premium remittances showing the names of the guards assigned to **CLIENT**; and
- f.) Monthly bank statements indicating the amount received by the guards per billing period.

Non-submission of the foregoing documents shall be a sufficient basis for the **CLIENT** to withhold payments to the **CONTRACTOR** under the contract, and/or immediately terminate this Contract by giving the **CONTRACTOR** a 30-day prior written notice therefore. A **Liability Fund** shall be maintained to answer for any liability that may arise in the event that the **CLIENT** is made finally liable for any violation by **CONTRACTOR** of wage order, rules or regulations relating to employee benefits and thereby **CLIENT** is required by order of any judicial or quasi-judicial bodies to pay penalties, damages, and wages due to non-payment or deficiency in payment to the **CONTRACTOR's** employees assigned to **CLIENT** under this contract. **Ten percent (10%)** from every progress billing shall be retained by the **CLIENT** and shall be deposited in a bank account held in trust by the **CLIENT**. The interest thereon and the original retained money shall constitute as the **Liability Fund** to be used to satisfy the money claims that the employees may

have against the **CONTRACTOR**. This fund shall be retained for **three (3) years** from the expiration of the contract of security services, subject to extension until the employee's meritorious monetary claim, or decision requiring the payment thereof, has been satisfied. Such extension, however, shall only occur if an employee has filed a complaint within the three (3) year retention period. Upon the expiration of the retention period, the remaining fund and interest thereon shall be released to the **CONTRACTOR** provided that there are no pending litigations against the **CLIENT**. However, should the liability fund be insufficient to answer for any monetary claims adjudged by any judicial or quasi-judicial bodies, the **CONTRACTOR**, shall upon demand of the **CLIENT**, reimburse the latter for any or all amounts paid by **CLIENT** to such **CONTRACTOR's** employees including penalties, damages and other charges for which **CLIENT** is made liable. In addition, **CLIENT** shall be entitled to collect from the **CONTRACTOR** by way of liquidated damages the amount of **three percent (3%)** per month of the amount due until full reimbursement of the sum paid by the **CLIENT** pursuant to this foregoing provision.

- 11.** The **CONTRACTOR** shall assume full responsibility for any loss, damages, theft, robbery, trespass or injury to life and/or property within its area under its security and protection due to the willful act or negligence of its guards. Such loss or damage shall be reported by the **CLIENT** to the **CONTRACTOR's** guards within a reasonable time from discovery thereof by the **CLIENT**. The **CONTRACTOR**, however, shall not be responsible for such damage or injury the **CLIENT** may suffer in the premises whenever such loss, damage or injury shall be due to force majeure or fortuitous events, negligence of the officers, agents and other employees of the **CLIENT**.
- 12.** For investigation of cases involving injuries, losses and/or damages on the **CLIENT's** properties, the **CONTRACTOR** shall actively provide the necessary assistance to the local police agencies at its own cost. For the purpose of filing cases, any assigned guards of the **CONTRACTOR** are expressly authorized to act as witness for and in behalf of the **CLIENT**.
- 13.** In line with principal objective of the Security Plan to prevent the proliferation of squatter structures and upon the effectivity of this contract, the **CONTRACTOR** shall at its own initiative and subject to existing laws, rules and regulations, stop and demolish any unauthorized structure that is being built or has been constructed within their areas of responsibility without due notice from the **CLIENT** except in areas to be specified by the **CLIENT** in which case any demolition shall be properly coordinated with the **CLIENT**. Should any personnel of the **CLIENT** determine the presence of any additional unauthorized structures at the site at any point in time upon which the **CONTRACTOR** has not taken appropriate action, such shall be subject to the liquidated damages as provided in Article VII of this Contract.
- 14.** Upon signing of the Contract, the **CONTRACTOR** shall post a performance security either in the form of cash, manager's check, cashier's check, bank draft, irrevocable letter of credit or Surety Bond callable on demand in accordance with the following:

 - a) Cash, manager's check, cashier's check, irrevocable letter of credit, bank draft – five percent (5%) of the total contract price.
 - b) Surety Bond (Callable upon Demand with Official Receipt) – thirty percent (30%) of the total contract price.

This performance bond shall be posted in favor of the **CLIENT** and shall guarantee the payment of the amount of the bond as penalty in the event it is established that the **CONTRACTOR** is in default in his obligations as stipulated in this Contract.

This performance bond shall be co-terminus with the duration of this Contract and may be released only upon written order of the **CLIENT**.

15. The **CONTRACTOR** shall report in writing to the **CLIENT** through its appointed Head Guard within twenty-four (24) hours from its occurrence or discovery, any incident of loss, damage or injury to its properties or personnel or any person within the premises of the **CLIENT's** properties.

Billing and Manner of Payment

1. The above-mentioned consideration shall be billed semi-monthly and shall be paid the **CLIENT** within fifteen (15) days from its receipt of the statement of account of the **CONTRACTOR**, unless there shall be any points of verification needed in the processing of the payment.
2. The statement of account or billing for the services rendered by the **CONTRACTOR** shall at all times be submitted with adequate and appropriate supporting documents, to include properly accomplished daily attendance sheets, payroll or pay slips from each detachment, SSS & Medicare Premiums and log book entries for each detachment. *Failure to submit the complete supporting documents within a period of thirty (30) days from the date of submission of monthly billing which shall be a cause of delay in the payment of security service fees provided herein, shall be a ground for termination of this contract.*
3. The **CONTRACTOR** shall deposit thru an ATM Account the salaries of each security guard assigned to the **CLIENT's** properties. This is to ensure that the guards have been given their appropriate wages based on the Minimum Wage Law and other employee benefits accorded by law. Further, the **CONTRACTOR** shall submit to the **CLIENT** a Bank statement or certification as proof of payment.

Liquidated Damages and Penalties

- I. For the unsatisfactory performance of the **CONTRACTOR** insofar as the inability to prevent the proliferation of unauthorized structures, the **CLIENT** shall be paid by the **CONTRACTOR** the amount of **Fifty Thousand Pesos (P50,000.00)** for each additional structure/shanty built within his area of responsibility. The following are also subject to liquidated damages:
 - a.) Expansion/build up of existing structures/shanties to any size – fine, **P35,000.00** each unit.
 - b.) Conversion of structures/shanties from commercial to residential and vice versa – fine, **P35,000.00** each unit.
 - c.) Vendor(s) stalls, eatery stall, recreational stall, animal, stalls and other related stalls – fine, **P35,000.00** each unit.

- d.) For the Marine Patrol CPG – fine, **P35,000.00** for each construction of fish traps, stilt houses, banca platforms, floating houses and mussel plantation and other similar structures. Fine of **P500.00** per unauthorized bamboo pole erection.
- e.) Unauthorized repair of structures/shanties – fine, **P10,000.00** per unit.

Such will be applied upon verification and confirmation of said additional structures during the effectivity of the Contract and/or upon the survey/census of the properties concerned to be conducted jointly by both parties quarterly. Immediately after confirmation/verification of the existence of unauthorized shanty/structure/stall, the **CONTRACTOR** shall notify the Owner of unauthorized shanty/structure/stall to remove/demolish his shanty/stall/structure within seven (7) days from receipt of notice. Should the owner of unauthorized shanty/structure/stall fail to remove/demolish the same within the specified period of time, the **CONTRACTOR** shall be responsible for the removal/demolition of the said unauthorized shanty/stall/structure, including all cost appurtenant thereto, within another period of seven (7) days upon the expiration of the 7-day period. The **CLIENT** shall hold from the **CONTRACTOR's** periodic billing, the equivalent amount of the liquidated damages, for a 30-day period within which the **CONTRACTOR** shall have to demolish the illegal structure/s. Should the **CONTRACTOR** not be able to demolish said structures within the said period, the **CLIENT** shall have the right to deduct the amount held from the periodic billing as payment for liquidated damages without prejudice to termination of contract.

2. The **CLIENT** hereby imposes and the **CONTRACTOR** hereby agrees to undertake the appropriate compensatory action and/or effect payment of penalties for the loss, damage and any form of unsatisfactory performance in the conduct of the responsibilities as stated in the approved Security Plan as follows:

- a.) Loss or damage of materials/equipment at the area of responsibility; the actual value of the loss or extent of damages of such property;
- b.) Unauthorized dumping of materials; undertake the clearing/hauling of the materials at its own cost or the deduction by the **CLIENT** from subsequent billings, the equivalent cost of hauling of said materials;
- c.) Incomplete equipment/facilities on site as committed under this contract: **One Thousand Pesos (P1,000.00)** per lacking item to be deducted from billing for the period;
- d.) Incomplete guard posting; one day guard's pay deduction per absentee guard posting from the billing for the period;
- e.) Improper uniform, drunkenness, misbehavior of guards during their tour of duty; replacement of guards concerned and deduction of one day guard's pay per guard involved from the billing for the period.

The **CLIENT**, however may allow the payment of such penalties sustained by the **CONTRACTOR** from the performance bond posted by it. Should the performance bond be insufficient, unavailable or if to the **CLIENT's**

	<p>judgment is not expeditious to effect payment by the CONTRACTOR for such penalties, the amount due shall be deducted by the CLIENT from any money due to the CONTRACTOR under this Contract.</p> <p>3. Tampering/falsification of individual time records of the guards shall be a ground for termination of the Contract.</p> <p>PRICE ESCALATION</p> <p>For the given scope of work in this Contract as awarded, all bid prices are considered fixed for a duration of one (1) year, and therefore not subject to price escalation during contract implementation, except under:</p> <ol style="list-style-type: none"> 1. Extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A. 2. Increase in the minimum daily wage pursuant to law or new wage order issued after date of bidding; 3. Increase in taxes; 4. If during the term of the Contract, the Procuring Entity sees the need for an increase or decrease in the number of security guards, the resulting cost of said increase or decrease, provided that the ABC for the relevant year is not exceeded
10.4	Not applicable.
13.4(c)	No further instructions.
16.1	The inspections and tests that will be conducted are: inspections of committed firearms, licenses, vehicles, handheld radios/UHF radios and communication systems.
17.3	Not applicable
17.4	Not applicable
21.1	No additional provision.

Section VI. Schedule of Requirements

Schedule of Requirements

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

Item Number	Description Project Site	Quantity	Total	Delivered, Weeks/Months
1.	Big Island and Coastal Patrol Group (CPG-Bay City) a. off-shore patrol b. Big Island	8		
2.	Aguinaldo Highway (R-1 Landstrip). To include the Former Floating Houses near PFW Parañaque City, former Total Health Mission Foundation Inc. and 20 meters easement Libertad Channel in Pasay City	11		
3.	Asiaworld/DOTC Intermodal Transport Terminal	8		
4.	Coastal Plaza Condominium & WTS former MMDA impounding area	12		
5.	PRA Main Office Bldg., Makati City	6		
6.	Baseco Reclamation Project	6		
7.	Asean Avenue	6		
8.	Former FUCC vacant lot	6		
9.	Firearms: (Licensed, functional, with sufficient ammunition of at least 12 rounds for every shotgun and 18 rounds for pistol) -shotgun 12 gauge -pistol cal. 9mm	24 2		
10.	Vehicles: (Registered, roadworthy, functional, including fuel requirements -Utility Vehicle (1 unit) -Motorboat: 16HP and above, sea worthy with life vest -bicycle/mountain bike	1 1 2		
11	Other Equipment: Corresponding license, functional, including batteries) -Base radio communication (Head Office and CPCP) -handheld radio -metal detector /electric frisker	2 22 4		

	-Heavy duty spotlight/flashlight	21		
	-Binoculars	2		

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance												
1.	SECURITY GUARD <ul style="list-style-type: none"> - a total of sixty three (63) security guards - must be at least high school graduate - must be physically and mentally fit, at least 5 feet 4 inches; weight of not less than 120 lbs. and at least 22 years old of age, not more than 45 years old; not addicted to or dependent on prohibited drugs or intoxicating liquor - must be of good moral character and possess no derogatory records from the Philippine National Police - duly and currently licensed as private security guards in accordance with Republic Act 5487 - one(1) year relevant experience 													
2	Firearms: (Licensed, roadworthy, functional, with sufficient ammunition of at least 12 rounds for every shotgun and 18 rounds for every pistol) <ul style="list-style-type: none"> - shotgun 12 gauge (24 units) - pistol cal. 9mm (2 units) 													
3	Vehicles: (Registered, functional, including fuel requirements) <ul style="list-style-type: none"> - Utility Vehicle (1 unit) - Motorboat: (1 unit) 16HP and above, sea worthy with life vest - bicycle/mountain bike (2 units) 													
4	Other Equipment: Corresponding license, functional, including batteries) <ul style="list-style-type: none"> - Base radio communication (2) (Head Office and CPCP) - handheld radio (22) - metal detector/Electric Frisker (4) - Heavy duty spotlight/flashlight (21) - Binoculars (2) 													
5	Security Plan with Scope of Work and Deployment Schedule													
6	Performance Criteria for Renewal of Contract: <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">1. Quality of service delivered</td> <td style="text-align: right; padding-left: 20px;">40%</td> </tr> <tr> <td style="padding-left: 20px;">2. Time management</td> <td style="text-align: right; padding-left: 20px;">5%</td> </tr> <tr> <td style="padding-left: 20px;">3. Management and suitability of personnel</td> <td style="text-align: right; padding-left: 20px;">25%</td> </tr> <tr> <td style="padding-left: 20px;">4. Contract administration and management</td> <td style="text-align: right; padding-left: 20px;">25%</td> </tr> <tr> <td style="padding-left: 20px;">5. Provision of regular progress reports</td> <td style="text-align: right; padding-left: 20px;">5%</td> </tr> <tr> <td style="padding-left: 40px;">TOTAL RATING</td> <td style="text-align: right; padding-left: 20px;">100%</td> </tr> </table>	1. Quality of service delivered	40%	2. Time management	5%	3. Management and suitability of personnel	25%	4. Contract administration and management	25%	5. Provision of regular progress reports	5%	TOTAL RATING	100%	
1. Quality of service delivered	40%													
2. Time management	5%													
3. Management and suitability of personnel	25%													
4. Contract administration and management	25%													
5. Provision of regular progress reports	5%													
TOTAL RATING	100%													

Section VIII. Bidding Forms

Bid Form

Date: _____
Invitation to Bid¹ N^o: _____

To: **PHILIPPINE RECLAMATION AUTHORITY**
7th Floor, Legaspi Towers 200 Bldg.,
107 Paseo de Roxas St., Legaspi Village
1226 City of Makati

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 **Security Services for PRA Properties** in conformity with the said Bidding Documents for the sum of [*total Bid amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

(if none, state "None")

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

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

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

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Contract Agreement Form

CONTRACT FOR SECURITY SERVICES

THE PUBLIC IS INFORMED:

This contract made and entered into this ____ day of _____, 2016 at Makati City, Metro Manila, by and between:

PHILIPPINE RECLAMATION AUTHORITY (Public Estates Authority), a government owned and corporation created by P.D. No. 1084, as amended, with offices at the 7th & 8th Floors, Legaspi Towers 200 Bldg., Paseo de Roxas, Makati City, Metro Manila, represented herein by its duly authorized General Manager and CEO, **PETER ANTHONY A. ABAYA**, hereinafter referred to as the “**CLIENT**”;

-and-

_____ a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at _____, represented herein by its duly authorized General Manager, _____, hereinafter referred to as the “**CONTRACTOR**”.

ANTECEDENTS:

The **CLIENT** need to engage the services of a competent and qualified security services **CONTRACTOR** for the purpose of providing security services at the principal office of the **CLIENT**, located at 7th, 8th, and 9th floors of Legaspi Towers 200 Building, Paseo de Roxas, Makati City, and other project sites of the **CLIENT** and such other project sites that the **CLIENT** may acquire later on.

The **CLIENT**'s Board of Directors, under its Resolution No. _____, Series of 2015, attached as Annex “A”, approved the proposed procurement of the Security Services and appropriated an amount of **Sixteen Million One Hundred Seventy Three Thousand Nine Hundred Sixty Nine Pesos and 84/100 (Php16,173,969.84), VAT (%) inclusive**, for the first year of the three (3) years (Multi-Year) Contract of **Security Services** as well as granted authority to the **CLIENT**'s General Manager/CEO to sign and enter into a contract with the winning bidder.

Pursuant to and in compliance with Republic Act No. 9184 (R.A. No. 9184) otherwise known as the “Government Procurement Reform Act” and its Implementing Rules and Regulations (IRR), the Invitation to Bid for Security Services for PRA Offices/Properties was published in a newspaper of general circulation on _____, 2016, and duly posted in the PhilGEPS website, the **CLIENT**'s website and at conspicuous place within the **CLIENT**'s Office premises.

Public bidding was conducted on _____, 2016. After evaluation of the bid/technical and financial proposals submitted by the **CONTRACTOR** and upon post-qualification pursuant to and in compliance with R.A. No. 9184 and its IRR, the **CONTRACTOR**'s Bid was rated and declared as the Lowest Rated and Responsive Bid.

On _____ the **CLIENT**'s Board of Directors under its Resolution No. _____, Series of 2016, approved the recommendation of the **CLIENT**'s BAC to award the Contract to the **CONTRACTOR**, attached as Annex “B”

A Notice of Award was issued on _____, 2016 to the **CONTRACTOR**.

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

ARTICLE I CONTRACT DOCUMENTS

The following Bidding documents shall be deemed to form and be read and construed as part of this Contract:

- a) PRA Board Resolution No. ____, Series of _____ as Annexes “A”;
- b) PRA Board Resolution No. ____, Series of _____ as Annexes “B”;
- c) The Bid Form and the Price Schedule, Bill of Quantities submitted by the **CONTRACTOR** as Annex “C”;
- d) The Invitation to Bid as Annex “D”;
- e) Instruction to Bidders as Annex “E”;
- f) The Bid Data Sheet as Annex “F”;
- g) The General Conditions of the Contract as Annex “G”;
- h) The Special Conditions of Contract as Annex “H”;
- i) Schedule of Requirements as Annex “I”;
- j) Technical Specification as Annex “J”;
- k) Performance Security Bond submitted by the **CONTRACTOR** as Annex “K”;
- l) Security Plan submitted by the **CONTRACTOR** as Annex “L”;
- m) The Procuring Entity’s Notice of Award as Annex “M”.

ARTICLE II OBJECT OF THE CONTRACT

The **CONTRACTOR** shall provide the security services required by the **CLIENT** for the following areas, owned/managed by the **CLIENT**, namely:

1. Big Island and Coastal Patrol Group (CPG-Bay City)
2. Aguinaldo Highway (R1 Landstrip). To include the Former Floating Houses near PFW Parañaque City, former Total Health Mission Foundation Inc. and 20 meters easement Libertad Channel in Pasay City
3. Asiaworld/DOTC Intermodal Transport Terminal
4. Coastal Plaza Condominium and WTS former MMDA impounding area
5. PRA Head Office
6. Baseco Reclamation Project
7. Asean Avenue
8. Former FUCC vacant lot
9. Such other areas that may later on be identified by the **CLIENT**.

The security services to be rendered by the **CONTRACTOR** shall be in accordance with the Security Plan submitted by the **CONTRACTOR** and accepted by the **CLIENT** which is attached herewith as **Annex “L”**.

ARTICLE III RESPONSIBILITIES OF THE CONTRACTOR

Section 1. The **CONTRACTOR** agrees to efficiently and effectively implement and perform all the tasks and responsibilities it has outlined in the Security Plan as accepted by the **CLIENT**.

Provided however, that in the course of the execution on the site and as new situations may warrant, the **CONTRACTOR** and the **CLIENT** may agree to adjust or revise the Security Plan or that the **CLIENT** may demand the implementation of a new plan which it deems most suited to the existing

situation and conditions at the site. It does not, however, preclude the **CLIENT** from increasing or decreasing the number of security guards posting as situation warrants.

Section 2. In the execution of the **CLIENT**-approved Security Plan, the **CONTRACTOR** shall ensure that it shall assign and provide the **CLIENT** with qualified and trained security guards who possess the following minimum qualifications:

- a. Must at least be a high school graduate;
- b. Must be physically and mentally fit, at least 5 feet, 4 inches in height; weight of no less than 120lbs. and at least 22 years of age and not more than 45 years; and not addicted to or dependent on prohibited drugs or intoxicating liquor;
- c. Must be of good moral character and possess no derogatory records from the Philippine National Police (PNP);
- d. Must have one (1) year relevant experience.

The **CONTRACTOR** shall ensure that the security guards are duly and currently licensed as private security guards in accordance with Republic Act 5487. The **CONTRACTOR** shall submit certified true copies of said licenses to the **CLIENT** before deployment of the security guards.

Any violation of the foregoing provision shall be considered as substantial contractual breach by the **CONTRACTOR** and shall entitle the **CLIENT** to immediately terminate this Contract with forfeiture of any and all sums due or payable to the **CONTRACTOR** under this Contract.

Section 3. The **CONTRACTOR** shall provide the **CLIENT** with a total number of **SIXTY THREE (63)** uniformed security guards and shall be directly supervised by the **CLIENT**'s Security Officers. Any increase or decrease in the number of security guards as provided in this Contract shall be effected by a written request by the **CONTRACTOR** or the **CLIENT**, as the case may be, and upon a written approval or order from the **CLIENT**, and without the need of execution of a new contract.

Section 4. The **CONTRACTOR** shall provide at its own expense, the necessary firearms, vehicles and other logistical facilities required by it for the execution of the Security Plan as provided in **Annex "L"** as well as provide the uniforms of the security guards assigned to their area of responsibility as enumerated in Article 1 hereof. All logistical equipment and facilities shall be in accordance with the prescribed specifications and shall be duly licensed and registered at all times.

The **CONTRACTOR** hereby warrants that each security guard shall be familiar with the use and care of the weapons/equipment entrusted to them, and shall undergo periodic training and practice to improve their proficiency in the use of the same.

Section 5. The **CONTRACTOR** shall ensure a 24-hour posting of security guards at all area components of the cluster, scheduled in three (3) shifts per day, every day of the week in accordance with the guard postings prescribed in the Security Plan as approved by PRA. Each security guard shall render eight (8) hours of continuous service per shift.

Section 6. The 24-hour security guards on duty shall be complimented with and at the **CONTRACTOR**'s expense, the necessary firearms, properly marked and functional patrol vehicles, a motor boat with at least ten (10) person capacities, UHF radio communications systems and other equipment pursuant to **Annex "I"** of this Contract. The **CONTRACTOR** shall also provide an extra handheld radios or *cellular phone/s* to the **CLIENT**'s Security Officers for quick response and prompt monitoring.

Section 7. The **CONTRACTOR** shall submit to the **CLIENT** bi-monthly periodic Situationer Reports from the various detachments as well as render incident/spot reports at any occasion as deemed necessary.

Section 8. The **CONTRACTOR** shall ensure that the discipline and management of security guards shall be in conformity to the rules and regulations of the Philippine National Police – Security Agencies and Guards Supervision Division (PNP-SAGSD) and other pertinent legal issuances, as well as those of the **CONTRACTOR**, other government agencies duly authorized for the purpose and/or rules and policies laid down by the **CLIENT** on the matter. It shall be recognized further that the security guards assigned to the properties of the **CLIENT** shall be subject to the instructions of the duly designated security officers of the **CLIENT**.

The **CONTRACTOR** shall have the exclusive and absolute right, to select, rotate, reassign, suspend, terminate and/or impose disciplinary action over the security guard assigned to the **CLIENT**. Provided that the **CLIENT** shall have the right to screen, refuse, seek replacement or substitute entry to any security guard found guilty of acts inimical to the **CLIENT**'s interest and/or seek replacement or substitution from the **CONTRACTOR**. The judgment of the **CLIENT** on such matters shall be final and binding and should the **CONTRACTOR** refuse to abide, the former may consider the same a valid cause for the immediate termination of the Contract.

For any violation of the rules, regulations and policies hereby laid down, and/or unsatisfactory or non-performance of duties set forth under the Security Plan of the **CONTRACTOR** as approved and accepted by the **CLIENT**, the **CONTRACTOR** shall be duly penalized in accordance with *Article VII* of the Contract, without prejudice to the termination of this Contract by the **CLIENT**.

Section 9. It is expressly agreed and understood that the security guards of the **CONTRACTOR** are not employees of the **CLIENT** and as such, the **CLIENT** shall not in any way or manner be liable or responsible for any personal injury or damage to properties, including death sustained by or caused to or by any of the **CONTRACTOR**'s employees or security guards assigned to the premises of the **CLIENT** during the performance of their duties. Insofar as any and all the security guards assigned to the **CLIENT** are concerned, the **CONTRACTOR** shall at all times stand solely liable and/or responsible for the enforcement and compliance with all existing laws, rules and regulations, including the Labor Code, Social Security Law, Employees' Compensation Act, Medicare Act, HDMF Law and other related welfare legislations/issuances, and the **CONTRACTOR** hereby further agrees and binds itself to save and hold the **CLIENT** free from any liability with respect thereto and/or which may arise therefrom. The **CONTRACTOR** hereby agrees to hold the **CLIENT** free and harmless from all and any damages and liabilities that may be filed against the security guards by reason of their employment by the **CONTRACTOR** under decrees and/or law pertinent to employer-employee relationship.

Section 10. The determination of wages or compensation of the security guards shall be the exclusive prerogative of the **CONTRACTOR** but not lower than the prescribed minimum wage law.

CONTRACTOR shall submit to **CLIENT** the following documents:

- a.) Copy of the BIO-DATA of each security guard enclosed with Security Guard License, local clearances, Medical Report, Drug Test Result, Certificates of Training;
- b.) Copy of payroll or pay slips duly signed by the security guard assigned to **CLIENT** every billing;
- c.) Log book entries and daily time records of the security guards shall be submitted every billing;
- d.) Duly authenticated copy of SSS and Medicare premium remittances showing the names of the security guards assigned to **CLIENT** every quarter, or in monthly basis payment;
- e.) Duly authenticated copy of PAG-IBIG Fund premium remittances showing the names of the security guards assigned to **CLIENT**; and

- f.) Monthly bank statements indicating the amount received by the security guards per billing period.

Non-submission of the foregoing documents *within the period of thirty (30) days from the date of the submission of the billing* shall be a sufficient basis for the **CLIENT** to immediately terminate this Contract by giving the **CONTRACTOR** a 30-day prior written notice therefore. A **Liability Fund** shall be maintained to answer for any liability that may arise in the event that the **CLIENT** is made finally liable for any violation by **CONTRACTOR** of wage order, rules or regulations relating to employee benefits and thereby **CLIENT** is required by order of any judicial or quasi-judicial bodies to pay penalties, damages, and wages due to non-payment or deficiency in payment to the **CONTRACTOR's** employees assigned to **CLIENT** under this Contract. **Ten percent (10%)** from every progress billing shall be retained by the **CLIENT** and shall be deposited in a bank account held in trust by the **CLIENT**. The interest thereon and the original retained money shall constitute as the **Liability Fund** to be used to satisfy the money claims that the employees may have against the **CONTRACTOR**. This fund shall be retained for **three (3) years** from the expiration of the contract of security services, subject to extension until the employee's meritorious monetary claim, or decision requiring the payment thereof, has been satisfied. Such extension, however, shall only occur if an employee has filed a complaint within the three (3) years retention period. Upon the expiration of the retention period, the remaining fund and interest thereon shall be released to the **CONTRACTOR** provided that there are no pending litigations against the **CLIENT**. However, should the liability fund be insufficient to answer for any monetary claims adjudged by any judicial or quasi-judicial bodies, the **CONTRACTOR**, shall upon demand of the **CLIENT**, reimburse the latter for any or all amounts paid by **CLIENT** to such **CONTRACTOR's** employees including penalties, damages and other charges for which **CLIENT** is made liable. In addition, **CLIENT** shall be entitled to collect from the **CONTRACTOR** by way of liquidated damages the amount of **three percent (3%)** per month of the amount due until full reimbursement of the sum paid by the **CLIENT** pursuant to this foregoing provision.

Section 11. The **CONTRACTOR** shall assume full responsibility for any loss, damages, theft, robbery, trespass or injury to life and/or property within its area under its security and protection due to the willful act or negligence of its security guards. Such loss or damage shall be reported by the **CLIENT** to the **CONTRACTOR's** guards within a reasonable time from discovery thereof by the **CLIENT**. The **CONTRACTOR**, however, shall not be responsible for such damage or injury the **CLIENT** may suffer in the premises whenever such loss, damage or injury shall be due to force majeure or fortuitous events, negligence of the officers, agents and other employees of the **CLIENT**.

Section 12. For investigation of cases involving injuries, losses and/or damages on the **CLIENT's** properties, the **CONTRACTOR** shall actively provide the necessary assistance to the local police agencies at its own cost. For the purpose of filing cases, any assigned security guards of the **CONTRACTOR** are expressly authorized to act as witness for and in behalf of the **CLIENT**.

Section 13. In line with principal objective of the Security Plan to prevent the proliferation of squatter structures and upon the effectivity of this Contract, the **CONTRACTOR** shall at its own initiative and subject to existing laws, rules and regulations, stop and demolish any unauthorized structure that is being built or has been constructed within their areas of responsibility without due notice from the **CLIENT** except in areas to be specified by the **CLIENT** in which case any demolition shall be properly coordinated with the **CLIENT**. Should any personnel of the **CLIENT** determine the presence of any additional unauthorized structures at the site at any point in time upon which the **CONTRACTOR** has not taken appropriate action, such shall be subject to the liquidated damages as provided in Article VII of this Contract.

Section 14. The **CONTRACTOR** shall report in writing to the **CLIENT** through its appointed Head Guard within twenty-four (24) hours from its occurrence or discovery, any incident of loss, damage or injury to its properties or personnel or any person within the premises of the **CLIENT's** properties.

ARTICLE IV
RESPONSIBILITIES OF THE CLIENT

Section 1. The **CLIENT** shall provide the **CONTRACTOR** with the basic, necessary information on the properties subject of the Security Plan as follows:

- a.) The latest census reports on the properties concerned, a joint verification of which shall be conducted by both parties upon effectivity of this contract;
- b.) A survey plan of the properties concerned to define the boundaries of said areas, a joint ocular inspection for which shall likewise be conducted for the purpose upon the turn-over of responsibilities;
- c.) An inventory of any or all materials, facilities, fixtures and other physical properties of the **CLIENT** on site which shall be turned-over to the **CONTRACTOR** for security and protection;
- d.) The set of administrative rules, regulations and policies that the **CLIENT** observe in the conduct of its affairs on the properties; the **CLIENT** shall likewise furnish the **CONTRACTOR** any further rules and/or policies that would be relevant to the conduct of its tasks;
- e.) A list of authorized **CLIENT's** personnel whom the **CONTRACTOR** shall coordinate with in the performance of its tasks.

Section 2. The **CLIENT** shall provide any structural requirements on the site such as standard guard outposts, detachment stations or barracks and signboards.

ARTICLE V
CONTRACT PRICE

Section 1. For and in consideration of the satisfactory services to be rendered by the **CONTRACTOR**, the **CLIENT** shall pay the **CONTRACTOR**, the amount of _____ (**Php** _____) per month inclusive of VAT for the **SIXTY THREE (63)** security guards posted at PRA offices and project sites provided under Article 1 of this Contract or for the total amount in **Pesos:** _____ (**Php** _____) per year.

Such monthly payments shall be made within fifteen (15) days from receipt of the semi-monthly billings. The rates shall strictly comply at all times with the PADPAO adjusted rate as approved by the Chief, Philippine National Police, but excluding the retirement benefit.

Section 2. It is understood and agreed upon that should there be new laws or issuances promulgated by the Government, which may increase the *minimum wage* or SSS, HDMF, Medicare, Employee's Compensation premium, PAG-IBIG Fund premium, bonuses or taxes presently applicable there shall be a corresponding adjustment in the contract price in the amount consistent with approved PNP-SAGSD/PADPAO adjusted rates to the effect on the effectivity date of such adjustment upon the request of the **CONTRACTOR**. The claim on such adjustment must be supported by a request by the **CONTRACTOR** and other documents requested by the **CLIENT** for the processing.

ARTICLE VI
BILLING AND MANNER OF PAYMENT

Section 1. The above-mentioned consideration shall be billed semi-monthly and shall be paid the **CLIENT** within fifteen (15) days from its receipt of the statement of account of the **CONTRACTOR**, unless there shall be any points of verification needed in the processing of the payment.

Section 2. The statement of account or billing for the services rendered by the **CONTRACTOR** shall at all times be submitted with adequate and appropriate supporting documents, to include properly accomplished daily attendance sheets, payroll or pay slips from each detachment, SSS & Medicare

Premiums and log book entries for each detachment. Failure to submit the complete supporting documents within a period of thirty (30) days from the date of submission of the billing statement shall be a ground for the termination of the Contract/Agreement.

Section 3. The **CONTRACTOR** shall deposit thru an ATM Account the salaries of each security guard assigned to the **CLIENT**'s properties. This is to ensure that the guards have been given their appropriate wages based on the Minimum Wage Law and other employee benefits accorded by law. Further, the **CONTRACTOR** shall submit to the **CLIENT** a Bank statement or certification as proof of payment.

ARTICLE VII LIQUIDATED DAMAGES AND PENALTIES

Section 1. For the unsatisfactory performance of the **CONTRACTOR** insofar as the inability to prevent the proliferation of unauthorized structures, the **CLIENT** shall be paid by the **CONTRACTOR** the amount of **Fifty Thousand Pesos (P50,000.00)** for each additional structure/shanty built within his area of responsibility. The following are also subject to liquidated damages:

- a.) Expansion/built up of existing structures/shanties to any size – fine, **P35,000.00** each unit.
- b.) Conversion of structures/shanties from commercial to residential and vice versa – fine, **P35,000.00** each unit.
- c.) Vendor(s) stalls, eatery stall, recreational stall, animal, stalls and other related stalls – fine, **P35,000.00** each unit.
- d.) For the Marine Patrol CPG – fine, **P35,000.00** for each construction of fish traps, stilt houses, banca platforms, floating houses and mussel plantation and other similar structures. Fine of **P500.00** per unauthorized bamboo pole erection.
- e.) Unauthorized repair of structures/shanties – fine, **P10,000.00** per unit.

Such will be applied upon verification and confirmation of said additional structures during the effectivity of the Contract and/or upon the survey/census of the properties concerned to be conducted jointly by both parties quarterly. Immediately after confirmation/verification of the existence of unauthorized shanty/structure/stall, the **CONTRACTOR** shall notify the Owner of unauthorized shanty/structure/stall to remove/demolish his shanty/stall/structure within seven (7) days from receipt of notice. Should the owner of unauthorized shanty/structure/stall fail to remove/demolish the same within the specified period of time, the **CONTRACTOR** shall be responsible for the removal/demolition of the said unauthorized shanty/stall/structure, including all cost appurtenant thereto, within another period of seven (7) days upon the expiration of the 7-day period. The **CLIENT** shall hold from the **CONTRACTOR**'s periodic billing, the equivalent amount of the liquidated damages, for a 30-day period within which the **CONTRACTOR** shall have to demolish the illegal structure/s. Should the **CONTRACTOR** not be able to demolish said structures within the said period, the **CLIENT** shall have the right to deduct the amount held from the periodic billing as payment for liquidated damages without prejudice to termination of contract.

Section 2. The **CLIENT** hereby imposes and the **CONTRACTOR** hereby agrees to undertake the appropriate compensatory action and/or effect payment of penalties for the loss, damage and any form of unsatisfactory performance in the conduct of the responsibilities as stated in the approved Security Plan as follows:

- a.) Loss or damage of materials/equipment at the area of responsibility; the actual value of the loss or extent of damages of such property;
- b.) Unauthorized dumping of materials; undertake the clearing/hauling of the materials at its own cost or the deduction by the **CLIENT** from subsequent billings, the equivalent cost of hauling of said materials;

- c.) Incomplete equipment/facilities on site as committed under this contract: **One Thousand Pesos (P1,000.00)** per lacking item to be deducted from billing for the period;
- d.) Incomplete guard posting; one day guard's pay deduction per absentee guard posting from the billing for the period;
- e.) Improper uniform, drunkenness, misbehavior of guards during their tour of duty; replacement of guards concerned and deduction of one day guard's pay per guard involved from the billing for the period.

The **CLIENT**, however may allow the payment of such penalties sustained by the **CONTRACTOR** from the performance bond posted by it. Should the performance bond be insufficient, unavailable or if to the **CLIENT's** judgment is not expeditious to effect payment by the **CONTRACTOR** for such penalties, the amount due shall be deducted by the **CLIENT** from any money due to the **CONTRACTOR** under this Contract.

Section 3. Tampering/falsification of individual time records of the security guards shall be a ground for termination of the Contract.

ARTICLE VIII DURATION OF THE CONTRACT AND TERMINATION

This Contract shall be for a period of three (3) years to commence on the date provided under the Notice to Proceed.

The **CLIENT** shall conduct an assessment or evaluation of the performance of the **CONTRACTOR** based on the criteria set forth in Annex "**J**" hereof three (3) months before the end of each contract year. If the **CONTRACTOR** fails to satisfactorily comply with the said performance criteria, the **CLIENT** will issue a written notice to the **CONTRACTOR** to show cause within seven (7) calendar days from receipt of notice why the contract should not be terminated. The **CLIENT** shall decide within ten (10) calendar days whether or not to terminate the contract after receipt of the reply of the **CONTRACTOR**. Failure of **CONTRACTOR** to show cause shall entitle **CLIENT** to terminate the contract.

Should the **CLIENT** decide to terminate the contract after evaluation of **CONTRACTOR's** show cause reply or due to the failure to show cause, **CLIENT** shall serve a written notice to the **CONTRACTOR** **thirty (30) days** before the intended date of termination.

ARTICLE IX TAXES

Section 1. Pursuant to Executive Order 398 dated January 12, 2005, the **CONTRACTOR** shall regularly present, within the duration of this contract, a tax clearance from the BIR as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

Section 2. All taxes due and payable by reason of this Contract shall be for the account of the **CONTRACTOR**.

ARTICLE X PROCEDURE FOR SETTLEMENT OF CONFLICTING CLAIMS

Any disputes concerning questions of facts, as to the proximate cause of loss, damage or injury mentioned in this Contract that may be sustained by the **CLIENT**, shall be jointly determined by

investigators of both parties with the assistance or participation of any government law-enforcement or investigating body. A joint written report of the results of such investigations shall be submitted by the investigators to the **CLIENT's** General Manager, who shall finally determine the party liable based on the joint written report.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

Section 1. In the event of failure by the **CONTRACTOR** to satisfactorily perform and render the service stated in this Contract or declaration of a strike by the guards against either party or both, or of intervening legal impediments, the **CLIENT** shall have the right to terminate this Contract. If the **CONTRACTOR** is culpable, the **CLIENT** may likewise confiscate or forfeit the performance bond of the **CONTRACTOR**, without prejudice to payment by the **CONTRACTOR** of penalties as well as property losses or damages that the **CLIENT** may have suffered as a result thereof.

Section 2. The **CONTRACTOR** warrants that none of its officials or representatives have given or promised to give any money or gift to any employee/official of the **CLIENT** or the Government to influence the decision regarding the awarding of this Contract, nor has the **CONTRACTOR** or any of its officials or representatives exerted or utilized any unlawful influence to solicit to secure the contract through an agreement to any commission, percentage, brokerage or contingent fee from the contract price, without prejudice to the **CONTRACTOR's** or any other person's civil, administrative or criminal liability under the Anti-Graft Law and other applicable laws. Any violation of this warranty shall be sufficient ground for revocation/cancellation of this Contract.

Section 3. The **CONTRACTOR** warrants that it shall comply with all the existing pertinent laws, rules and regulations and any violation thereof which adversely affects the quality and efficiency of the service shall be a ground for termination of this Contract.

**ARTICLE XII
EFFECTIVITY OF THE CONTRACT**

This Contract shall be effective on the date provided in the Notice to Proceed (NTP) to be issued by the **CLIENT** to the **CONTRACTOR**.

IN WITNESS WHEREOF, the parties have signed these presents on the date and place first above-mentioned.

**PHILIPPINE RECLAMATION AUTHORITY
(PUBLIC ESTATES AUTHORITY)**
Client

Contractor

By:

By:

PETER ANTHONY A. ABAYA
General Manager/CEO

(Name of Contractor)

SIGNED IN THE PRESENCE OF:

Availability of Funds:

EVANGELINE C. CARO
Manager, Budget and Treasury Dept.

ACKNOWLEDGMENT

Republic of the Philippines)
Makati City)S.S.

x ----- x

BEFORE ME, a Notary Public for and in the City of _____, this _____ day of _____ 2016 personally appeared:

NAME
PETER ANTHONY A. ABAYA

GOV'T. ISSUED I.D.
DATE/PLACE ISSUED
Philippine Passport No.: XX4688777
Expiry Date : 30 September 2014
Issued at : DFA Manila

known to me to be the same parties who executed the foregoing instrument, and they acknowledge to me that the same is their true and voluntary act and deed as well as the entities herein represents.

This instrument refers to a Contract for Janitorial Services consisting of thirteen (13) pages including this page where the acknowledgement is written, signed by the parties and their instrumental witnesses on each page hereof.

WITNESS MY HAND AND SEAL on the date and place above written.

Doc. No.: _____;
Page No.: _____;
Book No.: _____;
Series of 2016

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

If a sole proprietorship: I am the sole proprietor 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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

Bidder's Representative/Authorized Signatory

[JURAT]

* This form will not apply for WB funded projects.

Philippine Reclamation Authority

Project Reference Number: PBGOODS 16-001
 Security Services for PRA Properties
 PRA Main Office

Standard Form Number: SF-GOOD-13a
 Revised on: July 28, 2004

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
							Total Cost	

Note: This statement shall be supported with any of the following:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner; or
3. Certificate of Accomplishments signed by the owner or authorized representative

Submitted by : _____
 (Printed Name & Signature)

Designation : _____

Date : _____

One of the documents required to be in the Eligibility Envelope of a prospective bidder is a list of all its on-going, and awarded but not yet started contracts. Only the five (5) biggest contracts/projects for the past three (3) years shall be submitted with the required attachments.

Standard Form Number: SF-GOOD-13b
 Revised on: July 28, 2004

Statement of all completed Government & Private Contracts which are similar in nature

Business Name : _____
 Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with the following:

1. Contract
2. Certificate of Completion and/or Acceptance

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

One of the technical documents required to be in the Eligibility envelope of a prospective bidder is a list of all contracts which are similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder's largest single completed contract, adjusted to current prices using the National Statistics Officer (NSO) consumer price indices available at the G-EPS website, and similar to the contract to be bid, must be at least fifty percent (50%) of the approved budget for the contract to bid. Only the five (5) biggest contracts/projects for the past three (3) years shall be submitted with the required attachments.

Bill of Quantities

Name of Bidder _____

PBGOODS 16-001

Instructions:

The schedule of Prices contains a list to which unit prices are to be supplied by the Bidder.

There should be no change in unit prices due to variation of actual quantities.

In case of discrepancy between the unit prices due and the total cost, the unit prices will prevail.

Prices must be inclusive of **12% R-VAT**.

DESCRIPTION	QTY.	RATE/MO. (PHP)	ADMIN. EXPENSES & VAT	TOTAL AMOUNT (PHP)
Security Guard	63			
			TOTAL	

TOTAL BID PRICE IN WORDS:

Name and Signature of Bidder _____

ANNEX “B”

Security Plan

SUMMARY OF DEPLOYMENT OF GUARDS

PROJECTS/SITES	Proposed Number of Guards
Big Island and Coastal Patrol Group (CPG-Bay City)	8
Aguinaldo Highway (R1 Landstrip). To include the Former Floating Houses near PFW Parañaque City, former Total Health Mission Foundation Inc. and 20 meters easement Libertad Channel n Pasay City	11
Asiaworld/DOTC Intermodal Transport Terminal	8
Coastal Plaza Condominium and WTS former MMDA impounding area	12
PRA Head Office	6
Baseco Reclamation Project	6
Asean Avenue	6
Former FUCC vacant lot	6
TOTAL	63

SUMMARY OF EQUIPMENT

PROJECT/SITE	SHOT GUN	PISTOL	RADIO		VEHICLES	Metal Detector/ Electric Frisker	HEAVY DUTY SPOTLIGHT	BINOCULARS
			Handheld	Base				
Big Island:	1		1	-	Bicycle (1)		1	1
Coastal Patrol Group (Bay City)	4		3	-	Motor Boat (1)		-	1
Aguinaldo Highway R-1 Landstrip	5	-	4	-	Utility Vehicle (1) Four (4) wheel		5	-
Asiaworld/DOTC Intermodal transport terminal	4	-	4	-	-		4	-
CPCP & WTS former MMDA impounding area	4	-	3	1	Bicycle (1)	2	3	-
PRA Head Office	-	2	1	1	-	2	2	-
Asean Avenue	2	-	2	-	-		2	-
Baseco Reclamation Project	2	-	2	-	-		2	-
Former FUCC vacant lot	2	-	2	-	-		2	-
TOTAL	24	2	22	2	4	4	21	2

I. BIG ISLAND AND COASTAL PATROL GROUP (CPG-Bay City) – 24 Hours

a. Project Description

The Detachment is based at the Big Island within the 750 hectares Three Islands Project, mostly underwater from Paranaque River Channel extending to Talaba, Bacoor, Cavite.

b. Proposed Number of Guards: Eight (8) Security Guards including Headguard

Assignment	SHIFT			TOTAL	LOGISTICS			Heavy Duty Spotlight	Binoculars
	1 st	2 nd	3 rd		Shotgun	Radio	Vehicle		
Off-Shore Patrol (7:00 am-3:00 pm)	4	-	-	4	4	3	Motorboat (1)	-	1
Big Island	1	1	2	4	1	1	Bicycle (1)	1	1
TOTAL				8	5	4	2	1	2

c. Logistics Requirements

Description		Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	5
2	Handheld Radio: Licensed and functional.	4
3	Motorboat: 16 Horsepower, capacity: ten (10) persons, functional including fuel requirements, sea worthy with life vests.	1
4	Bicycle: in good running condition.	1
5	Heavy Duty Spotlight: with batteries/functional.	1
6	Binoculars	2

d. Duties and Responsibilities

1. Prevent the construction of fish cages, mussel poles, fish traps, stilt and floating houses at the Bay area.
2. Prevent entry of intruders before reaching the island.
3. Intercept intruders before reaching the island.

4. To monitor/spot possible intruders to the Big Island from La Huerta and Bacoor entry points
5. Secure PRA representatives during routine inspection and official business in the area.
6. Submit a written report to the Estates Management Dept. of any incident transpired in the area
7. Log daily activities.

II. AGUINALDO HIGHWAY (R-1 Landstrip) – 24 Hours

a. Project Description

Stretch of land parallel to Manila-Cavite Coastal Road from NAIA road, Tambo, Paranaque City to MERALCO Sub Station Barangay Aldana, Las Piñas City. To include the former Floating Houses located near the PFW Parañaque City, former Total Health Mission Foundation Inc. (vacant lot) in Brgy. Don Gallo, Parañaque City and 20 meters easement Libertad Channel in Pasay City.

- b. **Proposed Number of Guards:** Eleven (11) Security Guards including Det. Commander, Asst. Det. Commander and Officer-in-charged.

Aguinaldo Highway (R-1 Landstrip)	SHIFT			Total	LOGISTICS			
	1 st	2 nd	3 rd		Shotgun	Radio	Vehicle	Heavy duty Spotlight
Mobile Patrol	3	3	3	9	3	2	1	1
20 meters easement Libertad Channel (Stationary Guard 11:00 pm-7:00 am)	-	-	2	2	2	2	-	2
TOTAL	3	3	5	11	5	4	1	3

c. Logistic Requirements

Description		Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	5
2	Handheld Radio: Licensed and functional.	4
3	Utility Vehicle: Registered, including fuel requirements and functional.	1
4	Heavy Duty Spotlight: with batteries and functional.	3

d. Duties and Responsibilities

1. Prevent construction, improvement, extension, repair of residential, commercial and other form of structures.
2. Conduct motorized patrols at least five (5) trips per shift from Tambo NAIA Road up to MERALCO Sub-station in Barangay Aldana, Las Piñas.
3. Prevent squatters attempting to settle at PRA properties.
4. Dismantle all illegal structures, extension and improvements built in the area.
5. Conduct motorized patrols at least five (5) trips per shift at formerly floating house near PFW Parañaque City, former Total Health Mission Foundation Inc. and 20 meters easement Libertad Channel in Pasay City.
6. Submit a written report to the Estates Management Dept. of any incident transpired in the area.
7. Secure PRA representatives during routine inspection and official business at the area.
8. Log all daily activities.

III. Asiaworld/DOTC Intermodal Transport Terminal – Twenty Four (24) Hours

a. Project Description

A parcel of land situated in Barangay Tambo and Don Gallo in Parañaque City intended for DOTC project..

b. Proposed Number of Guards: Eight (8) Security Guards

Asiaworld/ DOTC Intermodal transport terminal	SHIFT			Total	LOGISTICS			
	1 st	2 nd	3 rd		Shotgun	Radio	Vehicle	Heavy duty Spotlight
Post 1	1	1	2	4	2	2		2
Post 2	1	1	2	4	2	2		2
TOTAL	2	2	4	8	4	4		4

c. Logistic Requirements

Description		Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	4
2	Handheld Radio: Licensed and functional.	4
3	Spotlight: with batteries, heavy duty and functional.	4

d. Duties and Responsibilities

1. Prevent all proliferation of illegal settlers in the area.
2. Dismantle all illegal structures notice in the area.
3. Secure PRA and DOTC representatives during routine inspection and official business in the area.
4. Submit a written report to the Estates Management Dept. of any incident transpired in the area.
5. Log all daily activities.

IV. COASTAL PLAZA CONDOMINIUM & WTS former MMDA impounding area – 24 Hours

a. Project Description

Eight (8) four-storey cluster buildings in a four (4) hectare compound along Manila Cavite Coastal Road at Brgy. Daniel Fajardo, Las Pinas City secured by four (4) feet high concrete walls as base with six (6) feet high cyclone wire on top.

b. Proposed Number of Guards: Twelve (12) security guards

Location	Shift			Total	LOGISTICS					
	1 st	2 nd	3 rd		Shotgun	Radio		Vehicle	Metal Detector/ Electric Frisker	Heavy Duty Spotlight
						Base	Hand held			
Main Gate	1	1	1	3	1	1			1	
Roving	1	1	1	3	1		1	1		1
Gate 4	1	1	1	3	1		1			1
WTS Gate	1	1	1	3	1		1		1	1
TOTAL	4	4	4	12	4	1	3	1	2	3

c. Logistic Requirements

	Description	Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	4
2	Bicycle: Heavy duty and functional	1
3	Handheld Radio: Licensed and functional.	3
4	Base Radio: with batteries, and functional.	1

5	Metal Detector/Electric Frisker	2
6	Heavy Duty Spotlight: with batteries and functional	3

d. Duties and Responsibilities

1. Gate guards controls the entry of persons/vehicles.
2. Gate guards inspect vehicles coming in and out of the CPC compound.
3. Roving guards patrol within and around the building, preventing any unauthorized entry to vacant condominium units.
4. Roving guards shall secure the condominium units from theft, looters, vandals and vagrants.
5. Secure PRA representatives during routine inspection, official business. Roving guard is temporarily detailed in front of CPCP Administration Office to secure the CPCP Administrator during collection day.
6. Submit a written report to the Estates Management Dept. if any incident transpired in the CPCP premises.
7. Prevent the entry of illegal occupants at WTS former MMDA impounding area..
8. Log all daily activities.

V. PRA HEAD OFFICE – 24 Hours

a. Project Description

Office at the 7th, 8th and 9th floors of Legaspi Towers 200 Bldg., 107 Paseo de Roxas St., Legaspi Village, Makati City.

b. Proposed Number of Guards: Six (6) Security Guards

PRA	Shift			Total	LOGISTICS				
	1 st	2 nd	3 rd		Pistol	Radio		Metal Detector/ Frisker	Heavy Duty Spotlight
						Base	Hand held		
7 th Floor	1	1	1	3	1	1		1	1
8 th Floor	1	1	1	3	1		1	1	1
TOTAL	2	2	2	6	2	1	1	2	2

c. Logistic Requirements

Description		Quantity
1	Pistol 9MM: Licensed, functional and with sufficient ammunition.	2
2	Base Radio: Licensed and functional.	1

3	Handheld Radio: Licensed and functional.	1
4	Electronic Frisker: Functional	2
5	Flashlight: with batteries, heavy duty and functional.	2

d. Duties and Responsibilities

1. Ensure the safety of employees and safeguard documents, equipment and facilities of PRA.
2. Observe and record the movements of equipment and facilities inside the PRA premises.
3. Inspect visitors and issue Visitor's Slip in exchange of IDs of visitors and clients transacting business in the office.
4. Detailed night guards should secure passageways.
5. Turn-off electrical equipment and utilities not in use after office hours.
6. Submit a written report to the **ADMIN. DEPT.** of any incident transpired PRA premises.
7. Log all daily activities.

VI. BASECO RECLAMATION PROJECT – 24 Hours

a. Project Description

A partially reclaimed project of PRA which covers less than 10 hectares located in BASECO Area, Tondo, Manila.

b. Proposed Number of Guards: Six (6) Security Guards

Baseco Reclamation Project	Shift			Total	LOGISTICS		
	1 st	2 nd	3 rd		Shotgun	Handheld Radio	Heavy Duty Spotlight
Roving	2	2	2	6	2	2	2
TOTAL	2	2	2	6	2	2	2

c. Logistic Requirements

	Description	Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	2
2	Handheld Radio: Licensed and functional.	2
3	Heavy Duty Spotlight: with batteries, heavy duty and functional	2

d. Duties and Responsibilities

1. Secure the area from trespassers and squatters.
2. Dismantle all illegal structures notice in the area.
3. Secure PRA representatives during routine inspection and official business in the area.
4. Submit a written report to the Estates Management Dept. of any incident transpired in the area
5. Log all daily activities.

VII. Asean Avenue – Twenty four (24) Hours

a. Project Description

Eight lanes road owned by PRA serve as access going to Solaire Resort and Casino and CBP-1.

b. Proposed Number of Guards: Six (6) Security Guards.

Asean Avenue	Shift			Total	LOGISTICS		
	1 st	2 nd	3 rd		Shotgun	Radio	Heavy Duty Spotlight
Post 1	1	1	1	3	1	1	1
Post 2	1	1	1	3	1	1	1
TOTAL	2	2	2	6	2	2	2

c. Logistic Requirements

Description		Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	2
2	Handheld Radio: Licensed and functional.	2
3	Heavy Duty Spotlight: with batteries, heavy duty and functional.	2

d. Duties and Responsibilities

1. Log all delivery trucks and construction materials passing through ASEAN AVENUE.
2. Secure PRA representatives during routine inspection and official business at the area.

3. Submit a written report to the Estates Management Dept. of any incident transpired in the area.
4. Log all daily activities.

VIII. Former FUCC Vacant Lot – Twenty four (24) Hours

a. Project Description

Former FUCC vacant lot situated besides Our Lady of Peace Hospital in Barangay San Dionisio, Parañaque City and Barangay Aldana, Las Piñas City. At present, this area is being claimed by a certain Rosemarie Ramboyong of Bagong Lahing Pilipino (BPL) as the original owner under Torens Title.

b. Proposed Number of Guards: Six (6) Security Guards.

Asean Avenue	Shift			Total	LOGISTICS		
	1 st	2 nd	3 rd		Shotgun	Radio	Spotlight
Post 1	1	1	1	3	1	1	1
Post 2	1	1	1	3	1	1	1
TOTAL	2	2	2	6	2	2	2

c. Logistic Requirements

Description		Quantity
1	Shotgun 12 Gauge: Licensed, functional and with sufficient ammunition.	2
2	Handheld Radio: Licensed and functional.	2
3	Spotlight: with batteries, heavy duty and functional.	2

d. Duties and Responsibilities

1. Prevent the proliferation of squatters and construction of any materials at the former FUCC vacant lot.
2. Dismantle all illegal structures notice in the area.
3. Secure PRA representatives during routine inspection and official business in the area.
4. Submit a written report to the Estates Management Dept. of any incident transpired in the area.
5. Log all daily activities.