BID DOCUMENTS

PROVISION OF JANITORIAL SERVICES

(July 1 – December 31, 2018)

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Section I.
Invitation to Bid

INVITATION TO BID

The Philippine Ports Authority (PPA), through the Corporate Operating Budget (COB) for CY 2018, intends to apply the sum of **ONE MILLION TWO HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-SIX PESOS & 43/100 (Php 1,257,276.43),** inclusive of 12% VAT, being the Approved Budget for the Contract (ABC) for payment of the **PROVISION OF JANITORIAL SERVICES** for the Port Management Office- Misamis Occidental / Ozamiz. Bids received in excess of the ABC shall automatically be rejected at the bid opening.

PPA now invites bids for the **PROVISION OF JANITORIAL SERVICES** of the following:

Lot No.	Item & Description	No. of Personnel	Position
1	Provision of Janitorial Services	Fifteen (15)	Janitors

The duration of the project is Six (6) Months from July 1, 2018 – December 31, 2018**.** The description of an eligible bidder is contained in the Bidding documents, particularly, in Section II, Instructions to Bidders.

The bidder should have a completed single contract similar to the contract to be bid whose value must be at least fifty (50%) percent of the ABC.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
Bidding is restricted to Filipino citizens/sole proprietorships, 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 subject to Commonwealth Act 138.

Interested bidders may obtain further information from BAC Secretariat, Bids & Awards Committee, For Procurement of Goods and Consultancy Services (PMO-Misamis Occidental/Ozamiz-BAC-PGCS) and For Engineering Projects (PMO-Misamis Occidental/Ozamiz-BA-EP), Philippine Ports Authority (PPA), Port Management Office Misamis Occidental / Ozamiz at Telephone Number 088-5210238 local 105 and secure the Bidding Documents at Port Area, Ozamiz City during regular office hours.

PPA will hold a **Pre-Bid Conference on <u>May 25, 2018 2:00 p.m.</u>** at the Conference Room, PPA – PMO Mis. Occ./ Ozamiz, Port Area, Ozamiz City.

Submission of Bids shall be on or before June 7, 2018, 10:00 a.m at the Administrative Division, PPA – PMO Mis. Occ. / Ozamiz, Port Area, Ozamiz City. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **Instruction to Bidders**.

Opening of Bids shall be on June 7, 2018, 2:00 p.m. at the Conference Room, PPA – PMO Misamis Occidental / Ozamiz, Port Area, Ozamiz City. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address stated above. Late bids shall not be accepted.

A complete set of Bidding Documents may be purchased by interested bidders starting **May 17, 2018,** upon payment of a non-refundable fee in the amount of Five **Thousand Pesos (Php 5,000.00),** inclusive of 12% VAT. Bidding Documents may also be downloaded free of charge from the websites of PhilGEPS at **http://www.philgeps.net** and PPA at **http://www.ppa.com.ph** provided that Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

PPA 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.

MA. ESTELA SOTERA K. CARPIO
Chairperson
Bids and Awards Committee (BAC)
PMO Misamis Occidental/Ozamiz

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

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 described in Section VII – Technical Specifications. (herein after referred to as the "Goods").

1.1. 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;

(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or

(g) A bidder who lends, or temporarily seconds, its personnel to firms or organizations which engaged in consulting services for the preparation related to procurement for implementation of the project, if the personnel would be involved in any capacity on the same project.

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

(a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

(b) If the Bidder is a partnership, to all its officers and members;

(c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;

(d) If the bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; or

(e) 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) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

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.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR. For purposes of computing the foreign bidder's NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards.

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 Clauses 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, or the equivalent document for Exclusive Economic Zones or Areas;

In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the IRR.

(iii) Tax Clearance per E.O. 298, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

(iv) 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:

(iv.1) name of the contract;

(iv.2) date of the contract;

(iv.3) kinds of Goods;

(iv.4) amount of contract and value of outstanding contracts;

(iv.5) date of delivery; and

(iv.6) end user's acceptance or official receipt(s) issued for the contract, if completed.

(v) 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;

(vi) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and

Class "B" Document:

(vii) 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. Failure to enter into a joint venture in the event of a contract award shall be a ground for the forfeiture of the bid security.

(b) Technical Documents –

(i) PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of the IRR, except foreign bidder participating in the procurement by a Philippine Foreign Service Office of the Post, which shall submit their eligibility documents under Section 23.1 of the IRR: Provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of this IRR;

(ii) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

(ii.1) Bid Securing Declaration;

(ii.2) 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

(ii.3) 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;

(iii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and

(iv) 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.

(v) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

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

(a) Financial Bid Form, which includes bid prices and the 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 insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

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 the ITB Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In 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 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 0;

(d) bear the specific identification of this bidding process indicated in the **ITB** Clause 0; 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. Unsealed or unmarked envelopes shall be rejected. However bid envelopes that are not properly sealed and marked, as required in the Bid Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such conditions of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 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)(vi) 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 five (5) calendar days from receipt by the bidder of the notice from the BAC that the bidder has the Lowest Calculated Bid, the Bidder shall submit to the BAC the following documentary requirements:

(a) Latest income and business tax returns in the form specified in the **BDS**; and

(b) 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.

The criteria shall include verification and/or inspection and testing of the goods/product, after sales and/or maintenance capabilities, in applicable cases, as well as checking the following:

a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts;

b. If any of these contracts shows the bidders failure to deliver or perform any or all the goods or services within the period(s) specified in the contract or within any extension thereof granted by

the Procuring Entity pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or

c. Unsatisfactory performance of the supplier's obligation as per contract terms and conditions of the time of inspection.

If the BAC verifies any of these deficiencies to be due to the bidders fault or negligence, the BAC shall disqualify the bidder from the award, for the procurement of Goods.

The ABC shall also ascertain the authenticity of the bid security and its correctness as to type, amount, form and wording, and validity period, as required in the Bidding Documents.

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%)

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	The Procuring Entity is the PHILIPPINE PORTS AUTHORITY (PPA) – PMO MISAMIS OCCIDENTAL / OZAMIZ
1.1	The lot*(s)* and name of the project is/are: One (1) lot **PROVISION OF JANITORIAL SERVICES**
2	The Funding Source is: Approved Corporate Operating Budget (COB) of the Philippine Ports Authority for CY 2018 is **ONE MILLION TWO HUNDRED FITY-SEVEN THOUSAND TWO HUNDRED SEVENTY-SIX PESOS & 43/100 (P1,257,276.43)** VAT Inclusive
5.1	No further instructions.
5.2	None of the circumstances mentioned in the **ITB** Clause exists in this Project. Foreign bidders, except those falling under **ITB** Clause 5.2(b), may not participate in this Project.
5.4	The bidder should have a completed single contract similar to the contract to be bid within the last five years from bid opening whose value must be at least fifty percent (50%) of the ABC.
5.5	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable
9.1	PPA will hold a Pre-Bid Conference on: **May 25, 2018 – 2:00 p.m.** **Conference Room** **Phil. Ports Authority –PMO Mis. Occ./Ozamiz** **Port Area, Ozamiz City**
10.1	Request for written clarification shall be addressed to: **MA. ESTELA SO. K. CARPIO** Chairperson Bids and Awards Committee (BAC)

	PHILIPPINE PORTS AUTHORITY PMO Misamis Occidental / Ozamiz Port Area, Ozamiz City THRU: **YUSAH S. BIAO** Head Secretariat Tel. No. 5210238
12.1(a)	The following eligibility and technical documents shall be required for submission: **ELIGIBILITY** (i) PhilGEPS Certificate of Registration (ii) Registration Certification from SEC or DTI or CDA (ii1) Current Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located. (iv) Tax Clearance Certificate per EO 398 s. 2005, as finally reviewed and approved by the BIR (v) The statement of all ongoing government and private contracts. (vi) The statement of single largest similar contract within five (5) years prior to the deadline for the submission and receipt of bids. **TECHNICAL** (v) List of Key Personnel & their Biodata (vi) Certificate of Site Inspection to be issued by the Port Manager (vii) 2017 Audited Financial Statement stamped "received" by the BIR or its duly accredited and authorized institutions. (vi) NFCC Computation or CLC (vii) Joint Venture Agreement, if applicable (viii) Bid Security (ix) Technical Proposal (x) Omnibus Sworn Statement
13.1	No additional requirements.
13.1(b)	No further instructions.
13.2	No further instructions.
15.4(a)(iii)	No incidental services are required.
15.5	All bid prices shall be considered as fixed prices and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances.

16.1(b)	No further instructions.
16.3	Payment shall be made in Philippine currency.
17.1	Bids will be valid for one hundred twenty (120) calendar days from the date of opening of bids.
18.1	The bid security shall be in any of the following amount or form: 1. Bid Securing Declaration in accordance with the required format. 2. Cash, Cashier's/Manager's Check issued by a Universal or Commercial Bank at least in the amount of **Twenty-Five Thousand One Hundred Forty-Five Pesos & 53/100 (P 25,145.53)** or 2% of the ABC. 3. 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, at least in the amount of **Twenty-Five Thousand One Hundred Forty-Five Pesos & 53/100 (P 25,145.53)** or 2% of the ABC. 4. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such authority at least in the amount of **Sixty-two Thousand Eight Hundred Sixty-three Pesos & 82/100 (P 62,863.82)** or 5% of the ABC
18.2	The bid security shall be valid for **one hundred twenty (120)** calendar days from the date of the opening of bids.
18.5	Grounds for the forfeiture of the bid security are as follows: a If a bidder withdraws its bid during the period of bid validity specified in ITB Clause 17 b. does not accept the correction of errors pursuant to ITB Clause 28.3(b) c. fails to submit the requirements within the prescribed period or a finding against their veracity d. submits eligibility requirements containing false information or falsified documents e. submits 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 stage of the public bidding f. allows the use of one's name, or using the name of another for purposes of public bidding g. withdraws bid, or refuses to accept an award, or enter into contract with the Government without justifiable cause, after the bidder had been

	adjudged as having submitted the Lowest Calculated and Responsive Bid h. refuses or fails to post the required performance security within the prescribed time i. refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification j. any documented attempt by a bidder to unduly influence the outcome of the bidding in his favour k. failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful l. 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 m. If the **Successful Bidder** fails to sign the contract in accordance with ITB Clause 32 or n. fails to furnish performance security in accordance with ITB Clause 33
20	All bid documents shall be book-bound (cloth-bound, hard-bound or paper-bound) and properly labelled. Failure of the bidder to comply with the requirements of the BAC on format and signing, sealing and marking and packaging of bids shall be grounds for disqualification.
20.1	Bidders shall enclose their marked original and marked as copies of the eligibility and technical documents in one sealed envelope (first envelope) marked "**TECHNICAL COMPONENT**" and the marked original and marked as copies of the financial component in another sealed envelope (second envelope) marked "**FINANCIAL COMPONENT**" sealing them all in an outer envelope marked as follows: **PROVISION OF JANITORIAL SERVICES** Bids and Awards Committee (BAC) Philippine Ports Authority-PMO Misamis Occidental/Ozamiz Port Area, Ozamiz City _____ COMPANY NAME : _____ Envelope 1 : Eligibility and Technical Requirements (Original and Copies) Envelope 2 : Financial Proposal (Original and Copies)

	DO NOT OPEN BEFORE **: June 7, 2018 - 2:00 P.M.** (Date and Time of Opening of Bids) In the event of any discrepancy between the original and the reproduced copy, the original shall prevail.
20.3	One (1) original and Four (4) duplicate copies.
21	The address for submission of bids is: **MA. ESTELA SOTERA K. CARPIO** **Chairperson** **Bids and Awards Committee (BAC)** **PHILIPPINE PORTS AUTHORITY-PMO Mis. Occidental/Ozamiz** **Port Area, Ozamiz City** The deadline for submission of bids is: **June 7, 2018 – 10:00 a.m.** **Phil. Ports Authority – PMO Mis. Occ./Ozamiz** **Port Area,Ozamiz City**
24.1	The place of bid opening is: **Conference Room** **PHILIPPINE PORTS AUTHORITY- PMO Mis. Occ./Ozamiz** **Port Area, Ozamiz City** **The date and time of bid opening is June 7, 2018 – *2*:00 pm**
27.1	No further instructions.
28.3(a)	No further instructions.
28.3(b)	No further instructions.
28.4	No further instructions.
29.2	a. Latest income and business tax returns. b. Other Licenses Required
29.2(a)	Only tax returns filed through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.
29.2(b)	No further instructions.
32.4(g)	No further instruction.

34.2	The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the Contract.

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 Schedule of Requirement

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 Bid Document, 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** shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its

representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the 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 or, in case of Expendable Supplies, after consumption thereof 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 Schedule of Requirement

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 **MAY** 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 contact 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

SCC Clause	
1.1(g)	The Procuring Entity is: PHILIPPINE PORTS AUTHORITY- PMO MISAMIS OCCIDENTAL / OZAMIZ
1.1(i)	The "Supplier" is the bidder declared by the Bids and Awards Committee (BAC), PMO Misamis Occidental/Ozamiz who has submitted the lowest/single calculated and responsive bid.
1.1(j)	The Funding Source is Approved Corporate Operating Budget (COB) of the Philippine Ports Authority for CY 2018.
1.1(k)	Philippine Ports Authority – PMO Mis. Occ./Ozamiz
5.1	The Procuring Entity's address for Notices is: **NOEME W. CALDERON** **Port Manager** **Phil. Ports Authority – PMO Misamis Occidental / Ozamiz**
6.2	As provided in Section VII (Specifications/Terms of Reference).
9	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 RA 9184 and its IRR-A.
10.4	Payment shall be made in Philippine Peso.
13.1	a. Cash or cashier's/manager's check issued by a Universal or a Commercial Bank the amount of which shall be at least equivalent to five percent (5%) of the total contract price. 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; which shall be at least equivalent to five percent (5%) of the total contract price 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 the amount of which shall be equivalent to thirty percent (30%) of the total contract price.
16.1	No further instructions.
17.3	No further instructions.

17.4	Within 10 days from receipt of the notice.
19	The amount of liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity MAY rescind the contract, without prejudice to other courses of action and remedies open to it.
20.4	Arbitration proceedings shall be conducted in accordance with Republic Act no. 9285.
21.1	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section VI.
Schedule of Requirement

Schedule of Requirement

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

Item No.	Description	Quantity	Total	DURATION
1	**PROVISION OF JANITORIAL SERVICES**	**1 lot**		**Six Months (July 1 - December 31,2018)**

_____ _____

Name and Signature of Authorized Representative Date

Section VII.

TERMS OF REFERENCE

PHILIPPINE PORTS AUTHORITY
PMO MISAMIS OCCIDENTAL/OZAMIZ

TERMS OF REFERENCE

FOR THE BIDDING OF JANITORIAL SERVICES

NAME OF PROJECT Provision of Janitorial Services

PROJECT DESCRIPTION Provision of adequate workers, equipment, chemicals and materials/supplies necessary in the conduct of its janitorial business at PMO Misamis Occidental/Ozamiz, eight (8) hours daily, six (6) days a week for fifteen (15) janitors.

APPROVED BUDGET FOR THE CONTRACT

Approved Budget for Contract (ABC) is **ONE MILLION TWO HUNDRED FIFTY SEVEN THOUSAND TWO HUNDRED SEVENTY SIX PESOS & 43/100 (Php1,257,276.43)**

ELIGIBLE BIDDERS

The Instruction to Bidders (ITB) provides for who are eligible to bid. In addition to that, the following conditions are set forth to determine eligible bidders

1. In case the bidder does not meet the requirement in ITB Clause 5.4, the following shall also qualify:

    a. The bidder should have completed at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least the percentage of the ABC as required above; and
    b. The largest amount of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above;

2. The prospective bidder's company must have been in existence for at least three (3) consecutive years, prior to the advertisement of the herein project;

3. Must be duly registered with the proper government authorities not limited to SSS, Philhealth and HDMF (Pag-IBIG);

4. Must have Substantial Capital and/or Investment as required and mandated by DOLE in its Department Order No. 18-A, Series of 2011, which provides and defines that for bidders to be considered to have substantial capital and/or investment, they must have at least Three Million Pesos (Php3,000,000.00) of paid-up capital stocks/shares in the case of corporations, partnerships, and cooperatives, and have at least Three Million Pesos (Php3,000,000.00) of net worth in the case of a single proprietorship on the basis of its financial statement for 2016 and 2017, duly audited and stamped received by the BIR.

OBLIGATIONS AND RESPONSIBILITIES

1. After determining the lowest and most responsive bid in the competitive bidding to be conducted for this purpose, PPA shall grant and award to the winning manpower service provider/contractor the Contract to Provide Janitorial Services for a period of SIX (6) months beginning July 1, 2018 to December 31, 2018.

2. Pursuant to the terms and conditions of the Contract granted by PPA PMO Misamis Occidental/Ozamiz, the contractor shall provide fifteen (15) janitorial personnel.

3. PPA PMO Misamis Occidental/Ozamiz shall pay the contractor the quoted Monthly Billing Rates stipulated in said Contract, subject to existing government auditing and accounting rules and regulations for and in consideration of the services rendered by support personnel deployed by the contractor upon presentation of its billing statement together with the required supporting documents stated in item 5.

4. The contractor shall pay the salaries of its personnel assigned to PPA PMO Misamis Occidental/Ozamiz in accordance with the rates indicated in ANNEX A including the cost of living allowance, 13th month pay, 5-day SIL, and such other benefits and emoluments as may be applicable, and as maybe granted by law, wage orders, and rules and regulations issued by the Department of Labor and Employment (DOLE).

   Additionally, the contractor shall advance the salaries of its personnel assigned to PPA Misamis Occidental/Ozamiz in case the contractor fails to collect from PPA for reasons beyond the control of PPA.

5. Compulsory coverage of all workers assigned to PPA PMO Misamis Occidental/Ozamiz with the SSS, Philhealth, HDMF, and all payments for employees under any and all laws shall be the sole responsibility of the contractor. Proof of payment of salaries, taxes, all government premiums and other benefits, and an affidavit that the contractor has paid all these shall be presented by the contractor to support its billing statement.

6. The contractor shall agree to increase or decrease the number of janitorial personnel to be deployed under the Contract, subject to actual manpower support requirements of the PMO Misamis Occidental/Ozamiz during the effectivity of the Contract.

7. The contractor shall fully assume all official and legal responsibilities over all support personnel that shall be provided and deployed in the PMO Misamis Occidental/Ozamiz under the Contract.

8. The contractor shall exercise sole administrative control and supervision over said janitorial personnel. However, it hereby authorizes PPA PMO Misamis Occidental/Ozamiz to give direct instructions to the personnel assigned during their term of duty and such exercise of power by PPA shall not be deemed as

relinquishment of power by the contractor as the employer of the said personnel.

9. The contractor fully guarantees that the workers assigned at PPA PMO Misamis Occidental/Ozamiz are at least 18 years old, experienced, well-trained, thoroughly screened, physically, mentally, and morally fit, and agrees to any personnel changes that the Authority may require in case the individual work performance of respective janitorial personnel concerned falls below project/work activity expectations.

10. The personnel to be assigned at PPA PMO Misamis Occidental/Ozamiz shall render work of forty eight (48) hours a week, irrespective of the number of hours scheduled per day. In case the need arises, said personnel may be required to render service beyond the approved work schedule, or during holidays or rest days. The payment of such overtime work shall be paid in accordance with applicable government rules and regulations.

11. The contractor shall advance travelling expenses incurred by janitorial personnel for official travel outside their mother unit in relation to the performance of their duties and in the exigency of the service subject to reimbursement by PPA PMO Misamis Occidental/Ozamiz upon submission of complete travel documents, provided such travel shall have prior PPA approval pursuant to existing PPA policies.

12. PPA, PMO Misamis Occidental/Ozamiz reserves the right to reject or replace any or all janitiorial personnel found unfit to cope with PPA job requirements and not limited to the following grounds:

    a. Misconduct
    b. Inefficiency
    c. Dishonesty
    d. Negligence

13. No worker of the contractor assigned to PPA PMO Misamis Occidental/Ozamiz shall ever be deemed as employee or agent of PPA PMO Misamis Occidental/Ozamiz and the contractor shall warrant that no employer-employee relationship exists between the contractor and PPA PMO Misamis Occidental/Ozamiz. Should the PPA be sued by any employee of the contractor, the contractor shall defend PPA and assume any and all liabilities which may be rendered against PPA.

14. The contractor shall provide the following equipment in the maintenance of cleanliness and landscaping upkeep in the Authority's premises:

    a. 1 unit Floor Polisher
    b. 1 unit Grass Cutter
    c. 1 unit Vacuum Cleaner

15. The employees of the contractor assigned at PPA PMO Misamis

Occidental/Ozamiz may use the Authority's equipment, in the event that the contractor lacks the equipment necessary to carry out the services under the contract. Provided, however, that any damage resulting from the use of said equipment may occur, the contractor, at his expense, shall be responsible for the repair and rehabilitation of the same.

16. The contractor shall provide the following chemicals and materials/supplies with the given corresponding average price on a regular monthly basis:

ITEMS/PARTICULARS	**TOTAL AMOUNT**
a. Mophead	770.00
b. Soft Broom	1,190.00
c. Stick Broom	210.00
d. Detergent Powder/Liquid Soap	750.00
e. Rubber Hand Gloves	364.00
f. Scotch Brite Brush	182.00
g. Furniture Rug/ Doormat	182.00
h. Toilet Bowl Brush	86.67
i. Cleanser	173.33
j. Cleanser/Chlorine	420.00
k. Trash Bag Big/Small	68.67
l. Tissue Paper	900.00
m. Deodorizer	303.33
n. Room Freshener	1000.00
o. Floor Deodorizer	400.00
	7,000.00

Supplies and Materials per year = P7,000/month x 6 mos. 42,000.00

TERMINATION OF THE CONTRACT

The services of the contractor shall be automatically terminated after the expiration of the contract, unless a Hold-over Authority shall have been issued.

Similarly, PPA PMO Misamis Occidental/Ozamiz shall have the right to terminate the Contract upon a 30-day written notice to the contractor on the following grounds:

1. In case the contractor unreasonably fails or refuses to perform the obligation in a manner which may be inconsistent with the achievement of the objectives of the Contract;

2. In case the contractor fails to comply with any of the Terms of the Contract; or

3. In case of unavailability of PPA's funds appropriated/allocated for the Contract.

However, in the event that the contractor fails to render the services under the Contract due to a strike by and/or labor dispute with its personnel or any matter related hereto, the services of the contractor shall be automatically terminated without need of any written notice.

Moreover, any violation by the contractor or its personnel of the confidentiality provided in the Contract shall entitle PPA PMO Misamis Occidental/Ozamiz to damages and other remedies and shall be a ground for the unilateral termination of the Contract by PPA PMO Misamis Occidental/Ozamiz without any notice.

VENUE OF ACTION

Any action that may arise from the Contract shall be instituted in the proper court in Ozamiz City and by signing and execution thereof, the parties hereby submit themselves to such exclusive venue.

OTHER CONDITIONS

1. PPA PMO Misamis Occidental/Ozamiz shall not be responsible for any and/or all liabilities arising out of accident, death, or injury to the contractor and its employees occasioned by and/or in connection with performance of the services under the Contract. Neither shall PPA be liable for any injury, loss, or damage caused by the contractor and/or its workers assigned to PPA PMO Misamis Occidental/Ozamiz to any person and/or property in connection with the performance of the services under the Contract. The contractor shall assume all liabilities for any such accident, injury, loss, or damage mentioned and shall save and free PPA PMO Misamis Occidental/Ozamiz therefrom.

2. The contractor shall cooperate with PPA PMO Misamis Occidental/Ozamiz to all extent possible in providing evidence in support of or tending to support any criminal, civil, or administrative case filed by and/or against PPA and/or its employees upon request of PPA.

3. PPA PMO Misamis Occidental/Ozamiz shall have the right to search the contractor's employees assigned to PPA before entering and leaving the office premises as a security and precautionary measure against damage or losses.

4. Any information or data that may come to the knowledge of, acquired and/or obtained by the contractor and its employees in the performance of the services under the Contract with PPA PMO Misamis Occidental/Ozamiz, shall not be made known to anyone without the written permission from PPA. Regardless of the period of the Contract, the contractor and its employees and personnel shall be bound by the absolute confidentiality until such time as said information or data shall have been published or otherwise disclosed to the general public by PPA.

5. The contractor shall require all its employees assigned to PPA PMO Misamis Occidental/Ozamiz to observe all rules and regulations of the Authority in the performance of the services under the Contract and while in the premises of PPA.

6. The contractor shall conduct an orientation on company policies to its personnel assigned to PPA PMO Misamis Occidental/Ozamiz.

7. The contractor shall ensure continuous and uninterrupted rendition of the services under the Contract. In case of absence of the contractor's employees assigned to PPA PMO Misamis Occidental/Ozamiz, the contractor shall effect the immediate replacement of such absent employee/s.

8. The contractor shall provide two (2) sets of appropriate uniforms for each personnel assigned to PPA PMO Misamis Occidental/Ozamiz, and shall see to it that all the personnel wear the provided uniforms or other proper attire, in compliance with guidelines of PPA.

9. The contractor shall maintain a staff in Ozamiz City to facilitate administrative functions, including preparation of payrolls, timesheets and other relevant documents pertinent to the administration of the services herein required. It should be understood, however, that no PPA resources, (time, materials and supplies) shall be used by the personnel deployed by the contractor for any other function other those assigned by PPA.

Recommending Approval:

(Sgd)
LORNA D. BOLLOZOS
Administrative Division Manager
End-user

Approved by:

(Sgd)
NOEME W. CALDERON
Port Manager

ANNEX "A"

COMPUTATION PER POSITION

PPA-PMO OZAMIZ
Eight (8) Hours Duty, 26 Days/Month
(July-December 2018)

	Janitorial Worker	Supplies & Materials
A. AMOUNT PAYABLE TO (Position)		
Monthly Basic Pay	**8,606.00**	**42,000.00**
(ADR x 26 Days)		
Applicable Daily Rate	331.00	
13th Month Pay		
(MBP/12)	717.17	
5 Days Service Incentive Leave		
(ADR x 5/12)	137.92	
TOTAL (Directly to Employee)	**9,461.08**	
B. EMPLOYER'S CONTRIBUTION TO GOVERNMENT		
SSS Contribution (Employer's Share)	636.20	
EC (Employee's Comepnsation)	10.00	
PHILHEALTH (Employer's Share)	100.00	
Pag-IBIG Contribution (per RA 7742)	172.12	
TOTAL	**918.32**	
C TOTAL AMOUNT PAYABLE TO EMPLOYEE		
AND GOVERNMENT	**10,379.40**	
D. ADMINISTRATIVE OVERHEAD AND MARGIN		
(Inclusive of 12% VAT)	2,989.27	**12,096 .00**
E. BASIC CONTRACT RATE/EMPLOYEE/MONTH	**13,368.67**	
Contract Price per Month	**13,368.67**	
Total Contract Price for 6 Months - Labor	**80,212.04**	
No. of Employees	**15**	
SUB-TOTAL -- LABOR & MATERIALS	**1,203,180.60**	**54,096.00**
GRAND TOTAL - LABOR & MATERIALS		**1,257,276.60**

Section VIII.

Bidding Forms

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ANNEX 1

BIDS AND AWARDS COMMITTEE (BAC)
PMO MISAMIS OCCIDENTAL/OZAMIZ

CHECKLIST OF REQUIREMENTS
FOR BIDDERS WITH BLUE MEMBERSHIP IN THE PHILGEPS

Name of Project : _____
Name of Bidder : _____

TECHNICAL COMPONENTS (ENVELOPE 1)

A **LEGAL DOCUMENTS**

1. Certificate of PhilGEPS Registration

2. Business Registration

   2.1 Sole Proprietorship – DTI Business Name Registration
   2.2 Corporation – SEC Registration Certificate
   2.3 Partnership – SEC Registration Certificate
   2.4 Cooperatives – Cooperatives Development Authority Registration

3. Current Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located.

4. Tax Clearance per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the BIR.

5. Joint Valid Joint Venture Agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, 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 shall be included in the bid.

   Each partner of the joint venture shall submit the **legal eligibility documents**. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance.

B **TECHNICAL DOCUMENTS**

6. Statement of prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. The statement shall include all information required in the PBDs prescribed by the GPPB. *(Annex 6)*

7. Statement of Single Largest Contract relevant period as provided in the Bidding Documents. *(Annex 7)*

C **FINANCIAL DOCUMENTS**

8. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should be earlier than two (2) years from the date of the bid submission.

9. The prospective bidder's computation of its Net Financial Contracting Capacity (NFCC) or CLC. The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR through its Electronic Filing and Payment System (EFPS). *(Annex 10)*

D Bid Security in the prescribed form, amount and validity period.

E Schedule of Requirements *(Attach Section VI form)*

F Technical Proposal to include the required documents specified in the Terms of Reference and Delivery Schedule

G Omnibus Sworn Statement by the prospective bidder or its duly authorized representative in the form prescribed by the GPPB with attached duly notarized Secretary's Certificate issued by the corporation. ***(****Annex 5)*

H List of Key Personnel & Their Individual Biodata *(Annex 8)*

I Certificate of Site Inspection *(Annex 9)*

FINANCIAL COMPONENT (ENVELOPE 2)

F Bid Proposal *(Annex 3)*

G Detailed Cost Estimates *(Annex 4)*

ANNEX 1-A

BIDS AND AWARDS COMMITTEE
PMO MISAMIS OCCIDENTAL/OZAMIZ

CHECKLIST OF REQUIREMENTS FOR BIDDERS WITH PLATINUM MEMBERSHIP IN THE PHILGEPS

Name of Project : _____
Name of Bidder : _____

TECHNICAL COMPONENTS (ENVELOPE 1)

A **LEGAL DOCUMENTS**

1. Certificate of PhilGEPS Registration

2. Joint Valid Joint Venture Agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, 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 shall be included in the bid.

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H List of Key Personnel & Their Individual Biodata *(Annex 8)*

I Certificate of Site Inspection *(Annex 9)*

FINANCIAL COMPONENT (ENVELOPE 2)

F Bid Proposal *(Annex 3)*

G Detailed Cost Estimates *(Annex 4)*

ANNEX 2

Bid Form – TECHNICAL PROPOSAL

Date: _____

MA. ESTELA SOTERA K. CARPIO
Chairperson
Bids and Awards Committee (BAC)
Phil. Ports Authority, PMO Mis. Occ./Ozamiz
Port Area, Ozamiz City

Dear Ms. Carpio:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the PROVISION OF JANITORIAL SERVICES in conformity with the said Bidding Documents including its Supplemental/Bid Bulletin/s.

Item No.	Specification Description	Compliance
1	Fifteen (15) - Janitors	

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.

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

We understand that you are not bound to accept the lowest 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 _____ 2018.

_____ _____

[Signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

ANNEX 3

FINANCIAL PROPOSAL / OFFER

_____
Date

MA. ESTELA SOTERA K. CARPIO
Chairperson
Bids & Awards Committee (BAC)
Phil. Ports Authority, PMO Mis. Occ./Ozamiz
Port Area, Ozamiz City

Ma'am:

In response to your advertisement and in accordance with the prescribed Terms of Reference (TOR) for the bidding of janitorial services, hereunder is our bid proposal:

Description	Bid Prices (Inclusive of 12% VAT)
Services per month for 15 janitors (Itemized computation of salaries and benefits per janitor attached)	_____
Cost of chemicals and materials per month (List of chemicals and materials per month attached)	_____
Total price for services of Fifteen (15) Janitors, Chemicals and materials for eight (8) Months	_____

Enclosed is our bond deposit equivalent to _____of the total contract price for 15 janitors in the form of _____ in the amount of _____ (P_____.00).

We have conducted a physical inspection of the grounds, office buildings, equipment, furniture and fixtures to be maintained before submitting our bid and we are amenable to all terms and conditions stipulated in the TOR and as discussed in the pre-bid conference.

Very truly yours,

_____
Printed Name and Signature of Bidder
Authorized Representative

ANNEX 4

DETAILED COST ESTIMATES

DERIVATION OF UNIT COST

Date: July 1, 2018 to December 31, 2018
Unit Cost:
Assumed Qty.: 6 months

Item No. 1

Work Description: PROVISION OF JANITORIAL SERVICES FOR CY 2018
Port of Ozamiz, Ozamiz City

DESCRIPTION/COMPUTATION	UNIT	QTY.	UNIT COST (VAT not Included)	AMOUNT
A. MATERIAL COST				
Mophead	pcs	84		
Soft broom	pcs	84		
Stick broom	pcs	84		
Detergent Powder/Liquid soap	pcs	60		
Rubber Hand Gloves	pcs	28		
Brush	pcs	42		
Furniture Rug/Doormat	pcs	42		
Toilet Bowl Brush	pcs	20		
Cleanser	pcs	40		
Cleanser/Chlorine	pcs	56		
Trash Bag Big/Small	pcs	18		
Tissue Paper	pcs	6		
Deodorizer	pcs	70		
Room Freshener	pcs	30		
Floor Deodorizer	pcs	400		
Sub-total				
B. LABOR	No. of Man	No. of Mos.	Rate per Month	
Basic Pay (P313/day)	15	6		
SSS	15	6		
EC	15	6		
13th Month Pay	15	1		
Philhealth	15	6		
HDMF	15	6		
5-days Service Incentive Leave	15	1		

Sub-total				
C. EQUIPMENT (VAT not Included)	Unit	No. of days	Rate per day	
D. ESTIMATED DIRECT COST				**P**
E. MARK-UPS				
1. Overhead, Contingence, Miscellaneous (OCM) & Expenses 5% of EDC				
2. Contractor's Profit – 10% of EDC Sub-total				
F. VAT, 12% of (EDC + Mark –ups)				
G. TOTAL COST OF WORK ITEM				
H. UNIT COST (Total Cost of Work Item / Assumed Quantity)				

NAME OF BIDDER / SUPPLIER: _____

SIGNATURE: _____

Annex 5

Omnibus Sworn Statement

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

A F F I D A V I T

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

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

   If a sole proprietorship: I am the sole proprietor 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 has no pending case with DOLE;

8. *[Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:*

   a) Carefully examine all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
   d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [name of the Project].

9. *[Name of Bidder]* did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____, 2018 at _____, Philippines.

_____
Bidder's Representative/Authorized Signatory

Republic of the Philippines)
City of _____) s.s.

Subscribed and sworn to before me this __ day of _____, 2018 at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me thorough competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____.

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

_____

NOTARY PUBLIC

Doc. No. __:
Book No. __:
Page No. __:
Series of 2018.

ANNEX 6

STATEMENT OF ON-GOING AND AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that _____(company)_____ has the following ongoing and awarded contracts but not yet started contracts:

NAME OF CONTRACT	DATE OF THE CONTRACT	KIND OF GOODS SOLD	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACTS	BIDDER IS *

*A – Manufacturer
B – Supplier
C – Distributor

_____ _____
Name and Signature of Authorized Representative Date

INSTRUCTIONS:

- State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidded) as of:
- If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- The total amount of the ongoing and awarded contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

Annex 7

Statement of Largest Completed Contract/s of Similar Nature within the Last Five (5) Years from date of Submission and Receipt of Bids equivalent to at least fifty percent (50%) of the ABC;

NAME OF CLIENT	NAME OF THE CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	DATE OF DELIVERY	OFFICIAL RECEIPT NO. & DATE OR END USER'S ACCEPTANCE & DATE (Please attach)

Name and Signature of the Authorized Representative **Date**

Similar Contract/s must be supported by Official Receipts OR End User's Acceptance

Annex 8

LIST OF KEY PERSONNEL AND THEIR INDIVIDUAL BIO-DATA

Agency:

NAME OF OFFICER	POSITION	QUALIFICATION

Note: Include members of the Board of Directors, if the applicant manpower agency is a corporation. Bio-Data of officers must be attached with this list.

_____
Authorized Signing Official

Date: _____

Annex 9

CERTIFICATE OF SITE INSPECTION

To Whom It May Concern:

This is to certify that _____, representative of
(Name)
_____ has inspected the site for the
(Supplier)
_____at the Phil. Ports Authority –
(Project)
PMO Misamis Occidental / Ozamiz on _____.
(Date)

This is to certify further that _____ has examined
(Name)
and recognized the natural condition of the location.

Issued this _____ day of _____2018 at the City of Ozamiz.

NOEME W. CALDERON
Port Manager

ANNEX 10

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

NFCC COMPUTATION

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

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = 15 (current asset – current liabilities) minus value of all outstanding works under ongoing contracts included awarded contracts yet to be started.

NFCC = P _____

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

_____
Name of Supplier/Distributor/Manufacturer

_____
Signature of Authorized Representative

Date: _____

ANNEX 11

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

x----------x

BID-SECURING DECLARATION
Invitation to Bid/Request for Expression of Interest No. 1/: _____*[Insert reference number]*

To: [Insert name and Address of the Procuring Entity]

I/We **2/**, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration **3/** w*ithin fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b),34.2,40.1 and 69.1,except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake* **4/***.*

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

   (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

   (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

   (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid **5/**, and I/we have furnished the performance security and signed the Contract.

_____
1 Select one and delete the other.
2 Select one and delete the other. Adopt same instruction for similar terms throughout the document.
3 Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.
4 Per GPPB Resolution No. 15-2014 dated June 20, 2014.
5 Select one and delete the other.

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

[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. ___
Page No. ___
Book No. ___
Series of ____.

GPPB Resolution No. 03-2012, dated 27 January 2012