

**ILOILO 1 ELECTRIC COOPERATIVE, INC.  
(ILECO - 1)**



**Supply of  
SECURITY SERVICES**

## TABLE OF CONTENTS

<b>Section No.</b>	<b>Description</b>	<b>Page No.</b>
A.	Invitation to Bid	3
B.	Certification	4
C.	Instructions to Bidders	5-22
D.	Bid Data Sheet	23-25
E.	General Condition of Contract	26-38
F.	Special Condition of Contract	39-40
G.	Schedule of Requirements	41
H.	Technical Specifications	42-48
I.	Code of Discipline for Security Guard	49-51
J.	Bidding Forms	52-62
K.	Online Bidding Instruction	63

## A. INVITATION TO BID



### Iloilo I Electric Cooperative, Inc.

(ILECO 1)

5021 Tigbauan, Iloilo, Philippines

Tel. Nos. 511-7822 to 25 Telefax 511-8852 E-mail: ilecoonemain@gmail.com

Coverage Area: Alimodian Oton Cabatuan Pavia Guimbal San Joaquin Igbaras San Miguel Leganes Sta. Barbara Leon Tigbauan Maasin Tubungan Miagao

### INVITATION TO BID NO. 2021-012

The Iloilo I Electric Cooperative, Inc. (ILECO-I) through its Bids and Awards Committee (BAC) now invites bids from interested bidders for the **public bidding** of hereunder contract:

ITEM NO.	LOT NO.	BRIEF DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC) INCLUSIVE OF VAT	NONREFUNDABLE FEE FOR BID DOCUMENTS	DELIVERY SCHEDULE/ COMPLETION SCHEDULE	SOURCE OF FUND
1	1	Supply of Security Services	Php 18,780,000.00	Php 25,000.00	One (1) year	Internally Generated Fund

The procurement process will be conducted via virtual bidding conference. The schedules of the procurement process are shown below:

Item No.	Availability of Documents	Pre-Bid Conference	Bid Opening
1	The Bid document is available starting November 25, 2021 until December 13, 2021, Monday to Friday from 9:00 AM to 12:00 NN and 1:00 PM to 5:00 PM.	December 2, 2021 at 8:30 AM <i>(Via zoom link which will be sent to qualified bidders a day before the activity)</i>	December 14, 2021 at 8:30 AM <i>(Via zoom link which will be sent to qualified bidders a day before the activity)</i>

Bidding documents are downloadable and free of charge at ILECO 1 website: [www.ileco1.com](http://www.ileco1.com). However, only those who have purchased the Non-Refundable Bid Documents are allowed to attend the Pre-bid Conference and submit their bid offer during the Bid Opening. Meeting ID or Link will be provided via e-mail.

Representatives from each bidder/company must submit their notarized authorization letter one (1) day before the Pre-bid conference and Opening of Bids via BAC official email. Failure to comply the above-mentioned will automatically mean disqualification.

The submitted documents of each bidder shall be examined and checked to ascertain they are all present using a non-discretionary "pass/fail" criterion. The HOPE reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract as indicated in the Section 41 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as The Government Procurement Reform Act.

For more queries or clarification, kindly coordinate with our BAC Secretariat, **Joanna G. Estrada/Lyka Rev C. Ellorquez** through their Mobile No.: 0906-657-494/0909-131-2823 or you may email us at [bac.ileco1@gmail.com](mailto:bac.ileco1@gmail.com)

  
**MARICON C. GARRIDO**  
 BAC Chairperson  
 Iloilo I Electric Cooperative, Inc. (ILECO-I)  
 Namocon, Tigbauan, Iloilo  
 November 25, 2021



*We Serve Member-consumer-owners with Integrity Loyalty and Efficiency*

- Oton Area Office: 337-0077
- Guimbal Service Center: 315-5512
- San Miguel Serv. Center: 331-0480
- 24-Hour Hotline: (033) 511-8138 / 0917 314 4410
- Miag-ao Area Office: 513-7080
- Cabatuan Service Center: 522-8142
- Leon Coll. Office: 882-0297
- Sta. Barbara Area Office: 523-8631
- Leganes Service Center: 524-969 8
- San Joaquin Coll. Office: 314-7515

## B. CERTIFICATE OF AVAILABILITY OF FUNDS



### Iloilo 1 Electric Cooperative, Inc.

(ILECO 1)

5021 Tigbauan, Iloilo, Philippines

Tel. Nos. 511-7822 to 25 Telefax 511-8852 E-mail: ogm.ileco1@gmail.com

Alimodian	Cabatuan	Guimbal	Igbaras	Leganes	Leon	Maasin	Miag-ao
Oton	Pavia	San Joaquin	San Miguel	Sta. Barbara	Tigbauan	Tubungan	

## CERTIFICATION

To Whom It May Concern;

This is to certify that the Iloilo I Electric Cooperative, Inc. (ILECO-I) has allocated budget with available fund for Security Guard Services for 2022.

This certification is issued in support for the procurement of the above-mentioned services in consonance with the Procurement Guidelines and Simplified Bidding Procedures for Electric Cooperatives issued by the National Electrification Administration (NEA).

Issued this 8<sup>th</sup> day November, 2021.

Certified by:

**JECTORFER D. ARLOS**

OIC-Finance Services Department

Noted by:

**ENGR. ANGEL A. PAGUNTALAN JR.**

General Manager



We *Serve* Member-consumer-owners with *Integrity* *Loyalty* and *Efficiency*

- Oton Area Office: 336-8443
- Guimbal Service Center: 315-5512
- San Miguel Serv. Center: 331-0480
- 24-Hour Hotline: (033) 511-8138 / 0917 314 4410
- Miag-ao Area Office: 513-7080
- Cabatuan Service Center: 522-8142
- Leon Coll. Office: 882-0297
- Sta. Barbara Area Office: 523-8631
- Leganes Service Center: 524-969 8
- San Joaquin Coll. Office: 314-7515

## C. INSTRUCTION TO BIDDERS

<b>Table of Contents</b>		
<b>Section No.</b>	<b>Description</b>	<b>Page No.</b>
1	Scope of bid	6
2	Source of funds	6
3	Eligible bidders	6
4	Bidder's responsibilities	6-9
5	Contents of bidding documents	9
6	Documents comprising the bids	9-11
7	Bid prices	11-12
8	Bid validity	12
9	Bid security	12-14
10	Format of signing bids	14
11	Sealing and markings of bids	15
12	Deadline for submission of bids	15
13	Late bids	15
14	Opening and preliminary examination of bids	15-16
15	Process to be confidential	16
16	Clarification of bids	17
17	Detailed evaluation and comparison of bids	17-18
18	Post qualification	18
19	Reservation clause	19
20	Contract award	20
21	Signing of the contract	20-21
22	Performance security	21
23	Notes to Proceed	22

## 1. SCOPE OF BID

- 1.1. The Procuring Entity named in the BDS, invites bids for the Supply of Security Services, as described in Section G ("Scope of Work") and H ("Technical Specifications").
- 1.2. The successful Bidder will be expected to complete the Works by the intended completion date specified in SCC Clause 1.17.
- 1.3. The Procuring Entity invites eligible Bidders to Bids for the project "Supply of Security Services"

## 2. SOURCE OF FUNDS

The Source of Fund for this project is from the Internally Generated Fund (IGF) of the Procuring Entity.

## 3. ELIGIBLE BIDDERS

- 3.1 The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted. However, Suppliers under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC).
- 3.2 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

*NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.*

## 4. BIDDER'S RESPONSIBILITIES

- 4.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Form-001.
- 4.2 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 this Project, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s.

- (e) Ensuring that it is not "blacklisted" or barred from bidding by the government or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized.
- (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 existing labor laws and standards, if applicable. Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
  - (i) *Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable. In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended and other social legislations.*
  - (ii) *Comply with occupational safety and health standards and to correct deficiencies, if any.*  
*In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and*

*(iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the;*

4.3 It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including:

- (a) the location and the nature of the contract, project, or work; climatic conditions;
- (c) transportation facilities;
- (d) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and
- (e) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Unless otherwise indicated in the BDS, failure to furnish all information or documentation required in the Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.

4.5 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Bidder out of the data furnished by the Procuring Entity.

4.6 Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the government which may affect the contract in any way.

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



4.8 Bidders should note that the Procuring Entity will only accept bids only from those that have paid the non-refundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## **5. CONTENTS OF BIDDING DOCUMENTS**

### 5.1. PRE-BID CONFERENCE

5.1.1 If so specified in the invitation to bid, 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.

5.1.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidders 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.

5.1.3. 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.

### 5.2. CLARIFICATIONS AND AMENDMENTS TO BIDDING DOCUMENTS

5.2.1 Bidders who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the Invitation to bid at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

5.2.2 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.

5.2.3 Any Supplemental/Bid Bulletin issued by the BAC shall be provided to the bidders within five (5) Calendar Days from Pre-Bid Conference. 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.

## **6. DOCUMENTS COMPRISING THE BIDS**

### **6.1 Eligibility Requirements**

### 6.1.2 CLARIFICATIONS AND AMENDMENTS TO BIDDING DOCUMENTS

1. DTI Business name registration/SEC registration certificate, whichever is appropriate under laws of the Philippines;
2. Valid and current Mayor's permit/municipal license; (principal place of business)
3. BIR Value Added Tax Registration;
4. Omnibus Sworn Statement-Affidavit;
5. Compliance with E.O #398
  - a. Proof of VAT payments for the past six months **(May 2021 to October 2021)**;
  - b. Tax clearance from the BIR to prove bidder's full and timely payment of taxes to the government;
  - c. A certification under oath from the bidder's responsible officers that the bidder is free and clear of all liabilities with the government;
6. Duly signed and Notarized Instructions to Bidders.

#### 6.1.2. Technical Documents - Folder 2 (Envelope I)

1. Statement in matrix form all ongoing and completed government and private contracts (service contracts, maintenance contracts, purchase orders, job orders, etc.) within the relevant period, where applicable, including contracts awarded but not yet started, if any. The statement shall state whether each contract is:
  - a. Ongoing, Completed or Awarded but not yet started; within the relevant period, where applicable. Each contract should include the following:
    - i. The name of the contract;
    - ii. Date of contract;
    - iii. Amount of contract and value of outstanding contracts;
    - iv. Date of delivery;
    - v. End-user's acceptance, if completed
  - b. Statement identifying the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the bidding documents.
2. PCAB License (Philippine Suppliers Accreditation Board) for Infrastructure Projects.

#### 6.1.3. Financial Documents - Folder 3 (Envelope I)

1. Complete set of audited financial statements, stamped "received" by the BIR or for the preceding calendar year which should not be earlier than 2 years from the date of bid submission.

Complete set of financial statement includes the following:

  - 1) Balance Sheet
  - 2) Income Statement

- 3) Statement of Changes in Equity
  - 4) Cash Flow Statement
  - 5) Notes to Financial Statement
  - 6) Statement of Management Responsibility for Financial Statement
2. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) should be equal or more than the ABC, or a commitment from a universal or commercial bank to extend to it a credit line if awarded the contract to be bid, in an amount not lower than the amount set by the procuring entity, which shall be at least equal to ten percent (10%) of the Approved Budget for the Contract (ABC) to be bid.

#### 6.1.4 Class "B" Documents - Folder 4 (Envelope I)

1. Valid joint venture agreement, in case of a joint venture. Each member of the joint venture shall submit the required eligibility documents; and

### **6.2 Eligibility Requirements**

#### 6.2.1. TECHNICAL PROPOSAL - Folder I (Envelope 2)

1. Bid Security as to form, amount and validity period (2% of the ABC)
2. Confirming Statement on Delivery Schedule (Form-005)
3. Confirming Statement on Warranty of being offered (Form-006)
4. Details of Technical Specifications

#### 6.2.2. FINANCIAL PROPOSAL - Folder 2 (Envelope 2)

1. Bid Form which include Bid Price and Bill of Quantities in the prescribed bid form

### **7. BID PRICES**

- 7.1 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.
- 7.2 The Bidder shall fill in rates and prices for all items of the Works 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 nonresponsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for.

- 7.3 All duties, taxes, and other levies payable by the Supplier under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 7.4 All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the HOPE. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, or regulations, 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.

## 8. BID VALIDITY

- 8.1 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.
- 8.2 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 9 should also be extended corresponding to, at least, the extension of the bid validity period. A Bidders may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. Bidders granting the request shall not be required or permitted to modify its bid.

## 9. BID SECURITY

- 9.1. The bid security, issued in favor of the Procuring Entity, in the amount equal to the percentage stated herein of the ABC in accordance with the following forms:

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 drafts/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.	
--	--

- 9.2. The bid security should be valid for the period specified in the Clause 8.1. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 9.3. No bid securities shall be returned to the 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 8. .
- 9.4. Upon signing and execution of the contract pursuant to ITB Clause 21 , and the posting of the performance security pursuant to ITB Clause 22, the Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in ITB Clause 8.
- 9.5. The bid security may be forfeited:
- (a) if a Bidder:
- (iii) has a finding against the veracity of the required documents submitted.
  - (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 Procuring Entity without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post qualification within a period of seven (7) calendar days from receipt of the request for clarification;

- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidders:
- (i) fails to sign the contract in accordance with ITB Clause 21;
  - (ii) fails to furnish performance security in accordance with ITB Clause 22;

## 10. FORMAT OF SIGNING BIDS

10.1. Bidders shall submit their bids in one (1) mother envelope that contains two (two) separate envelopes. First envelope (Envelope 1) should contain the following folders **(1 Original and 1 Photocopy)**:

1. Legal Documents
2. Technical Documents
3. Financial Documents
4. Class B Documents.

The second envelope (Envelope 2) should contain the following folders **(1 Original and 1 Photocopy)**:

1. Technical Proposal
2. Financial Proposal

Each document should be placed in a separate folder with corresponding label. The Prospective Bidders will be checked as to their eligibility by the completeness of their submitted requirements using the non-discretionary "pass/fail" criteria.

The second envelope will not be opened if the requirements for the first envelope (Envelope 1) were not complied.

- 10.2. Forms as mentioned in ITB Clause 10.1 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.
- 10.3. The Bidders shall prepare an original of the first and second envelopes as described in ITB Clauses 6. In addition, the Bidders shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 10.4. The bid, except for unamended printed literature, shall be signed; and each and every page thereof shall be initialled, by the duly authorized representative/s of the Bidders.
- 10.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the duly authorized representative/s of the Bidders.

## **11. SEALING AND MARKINGS OF BIDS**

- 11.1. The Bidders shall enclose their original technical proposal described in ITB Clause 10, in one sealed envelope marked "ORIGINAL - TECHNICAL PROPOSAL", and the original of their financial proposal in another sealed envelope marked "ORIGINAL FINANCIAL PROPOSAL", sealing them all in an outer envelope marked "ORIGINAL BID".
- 11.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. I" - TECHNICAL PROPOSAL" and "COPY NO. I" - FINANCIAL PROPOSAL" and the outer envelope as "COPY NO. I", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 11.3. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidders in capital letters;
  - (c) be addressed to the Procuring Entity's BAC.
  - (d) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids.
- 11.4. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

## **12. DEADLINE FOR SUBMISSION OF BIDS**

### **12.1. Deadline for Submission of Bids**

Bids must be received by the Procuring Entity's BAC at the address and on the opening of bids schedule stated in the Invitation to Bid.

## **13. LATE BIDS**

- 13.1. Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 12, shall be declared "Late" and shall not be accepted by the Procuring Entity.

## **14. OPENING AND PRELIMINARY EXAMINATION OF BIDS**

- 14.1. The BAC shall open the Bids in public on the specified scheduled opening of bids and in case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall reschedule the opening of Bids and shall issue a Notice of Postponement to be posted in the website of the Procuring Entity concerned.

- 14.2. The BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents 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".
- 14.3. 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, 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 or subject for Post Qualification.
- 14.4. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 14.5. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request.
- 14.6. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **15. PROCESS TO BE CONFIDENTIAL**

- 15.1. 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.



- 15.2. 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.

## **16. 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.

## **17. DETAILED EVALUATION AND COMPARISON OF BIDS**

- 17.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids in order to determine the Lowest Calculated Bid.
- 17.2. 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 highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 17.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:
  - (a) Completeness of the bid. Unless the BDS allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, 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 zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity,
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 17.4. Based on the detailed evaluation of bids, those that comply with the abovementioned 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.

- 17.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 17.6. 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.
- 17.7. Bids are being invited for individual lots or for any combination thereof, provided that all „Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately.

## **18. POST QUALIFICATION**

- 18.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified herein.
- 18.2. Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security.
- 18.3. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HOPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 18.4. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.

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

## **19. RESERVATION CLAUSE**

- 19.1. 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.
- 19.2. 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 4 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 ILECO — I as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer

economically, financially or technically feasible as determined by the HOPE;

(ii) If the project is no longer necessary as determined by the HOPE;  
and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

19.3. 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, fail post qualification; or

(d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract.

## **20. CONTRACT AWARD**

20.1. Subject to ITB Clause 18, the HOPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

20.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or 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.

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

(a) Posting of the performance security in accordance with ITB Clause 22;

(b) Signing of the contract as provided in ITB Clause 21 ; and

(c) Approval by higher authority or by HOPE.

## **21. SIGNING OF THE CONTRACT**

21.1. 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.

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

21.3. 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.

21.4. The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

(d) Performance Security;

(e) Notice of Award of Contract; and

(f) Other contract documents that may be required.

## 22. PERFORMANCE SECURITY

22.1. 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.

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

Form of Bid Security	Amount of Performance (Equal to Percentage of the Contract)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
b) Bank drafts/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.	
--	--

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

**23. NOTICE TO PROCEED**

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

## **D. BID DATA SHEET**

1.1	The Procuring Entry is <b>Iloilo 1 Electric Cooperative, Inc. (ILECO-I)</b>
1.3	The name of the Contract is " <b>Supply of Security Services</b> "
4.3	Bidders may visit/inspect the ILECO-I offices and Area offices any time after the Pre-Bid Conference where the security guards shall be deployed/assigned, to give them the idea of the area to be secured.
6.1.2.b	<p>The Bidder must have at least five (5) years experience in undertaking frontline security services.</p> <p>The bidders must have an experience of having completed at least one (1) contract that is similar to the contract to be bid, and whose value, adjusted to current prices, must be at least fifty percent (50%) of the Approved Budget for the contract.</p> <p>For this purpose, similar contracts shall refer to supply of security services on frontline services and <b>with experience on substation tendering</b>.</p>
5.1	<p>The Procuring Entity will hold a Pre-Bid Conference for this project on:</p> <p style="text-align: center;"><b>December 2, 2021 at 8:30 A.M</b>          Iloilo I Electric Cooperative, Inc.          ILECO-I main office, Employee's Hall          Brgy. Namocon, Tigbauan          Tel. No. 511-7822 to 25  <a href="http://www.ileco1.com">www.ileco1.com</a></p>
6.2.3	<p>This shall include the following documents:</p> <p>Each and every page of the Bid Form shall be signed by duly authorized representative/s of the Bidder.</p>
7	The ABC is <b>Eighteen Million Seven Hundred Eighty Thousand Pesos (Php 18,780,000.00)</b> . Any bid with a financial component exceeding this amount shall not be accepted.
7.4	<p>Bid Prices shall be fixed for the term of one (1) year and shall not be adjusted during contract implementation, except for the following:</p> <p>1) Increase in minimum daily wage pursuant to law or new wage order issued after the date of bid opening; and          2 Increase in taxes if any</p>
8.1	Bid offer will be valid for 120 calendar days from the opening of Bids.

9.1	<p>The Bidders shall submit a Bid Security in the amount not less than two percent (2%) of the ABC which is equal to <b>Three Hundred Seventy-Five Thousand Six Hundred Pesos (Php 375,600.00)</b>.</p> <p>Bidders may deposit directly to ILECO-I account, RCBC Savings Account, Jalandoni Branch, Iloilo I Electric Cooperative, Inc., Account # 7590534077, wherein the deposit slip must be emailed through <a href="mailto:bac.ileco1@gmail.com">bac.ileco1@gmail.com</a> before the opening of bids.</p>
9.2	<p>The bid security shall be valid for 120 calendar days from the date of opening of bids.</p>
9.5	<ol style="list-style-type: none"> <li>1. Submission of eligibility requirements containing false information or falsified documents.</li> <li>2. 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</li> <li>3. Allowing the use of one's name, or using the name of the name of another for purpose of public bidding.</li> <li>4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Electric Cooperative without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.</li> <li>5. Refusal or failure to post the required performance security within the prescribed time.</li> <li>6. 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.</li> <li>7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.</li> <li>8. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding or submitting late bids or patently insufficient bids, for at least three (3) times within a year.</li> </ol>
14.1	<p>The place and schedule of the opening of Bids is on:</p> <p style="text-align: center;"><b>December 14, 2021 at 8:30 A.M</b>  Iloilo I Electric Cooperative, Inc.  ILECO-I main office, Employee's Hall  Brgy. Namocan, Tigbauan</p>
18.2	<p>The bidder declared as the Lowest/Single Calculated Bid shall submit the following documents within two (2) calendar days from the opening of bids:</p> <ol style="list-style-type: none"> <li>1) Authenticated photocopy of Valid License to Operate issued by PNP Security Agencies and Guards Supervision Division (SAGSD)</li> <li>2) Authenticated photocopy of Certificate of Membership and Registration with the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO)</li> </ol>



	<p>3) Authenticated photocopy of License issued by the appropriate government agencies required under Section I Schedule of Requirements</p> <p>4) Organizational Chart</p>
22	<p>The Performance Security is equivalent to 5% of the Contract Price (Bid Price), should be paid/posted within 10 calendar days from the receipt of Notice of Award in the form specified in the Clause 22.2 or may deposit directly to ILECO-I account, RCBC Savings Account, Jalandoni Branch, Iloilo I Electric Cooperative, Inc., Account # 7590534077, wherein the deposit slip must be emailed through <a href="mailto:bac.ileco1@gmail.com">bac.ileco1@gmail.com</a>, upon deposit.</p>
23	<p>The effective date of the contract is specified under GCC and SCC.</p>

## **E. GENERAL CONDITIONS OF CONTRACT**

<b>Table of Contents</b>		
<b>Section No.</b>	<b>Description</b>	<b>Page No.</b>
1	Definitions	25
2	The Supplier's Obligations	25
3	Performance Security	25
4	Subcontracting	26
5	Liquidated Damages	26
6	Scope of Contract	27
7	The Procuring Entity, Licenses and Permits	27
8	Supplier's Risk and Warranty Security	27
9	Liability of the Supplier	27
10	Procuring Entity's Risk	27
	Insurance	28
12	Termination for Default of Supplier	29
13	Termination for Default of Procuring Entity	29
14	Termination for Other Causes	29
15	Procedures for Termination of Contracts	30
16	Force Majeure, Release From Performance	32
	Supplier's Right to Claim	32
18	Management Conferences	32
	Bill of Quantities	33
20	Retention	33
21	Delivery of Services	33
22	Notices	34
23	Payment	34
24	Price Adjustment	34

## 1. Definitions

For purposes of this Clause, boldface type is used to identify defined terms.

- 1.1. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.2. **The Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative.
- 1.3. The **Contract** is the contract between the Procuring Entity and the Supplier to execute, complete, and maintain the Works.
- 1.4. The **Contract Effectivity Date** is the date of signing of the Contract. However, the Supplier shall commence execution of the Works on the Start Date as defined in GCC Clause I.21.
- 1.5. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by Contract.
- 1.6. **Contract Time Extension** is the allowable period for the Supplier to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.7. The **Supplier** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.8. The **Supplier's Bid** is the signed offer or proposal submitted by the Supplier to the Procuring Entity in response to the Bidding Documents.
- 1.9. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.10. The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Supplier.
- 1.11. The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Supplier assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
- 1.12. **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.13. **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Supplier and which shall not form or are not intended to form part of the Permanent Works.
- 1.14. The **Intended Completion Date** refers to the date specified in the SCC when the Supplier is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.

- 1.15. **Materials** are all supplies, including consumables, used by the Supplier for incorporation in the Works.
- 1.16. The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Supplier requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.17. The **Procuring Entity** is the party who employs the Supplier to carry out the Works stated in the SCC.
- 1.18. The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering the Contract.
- 1.19. The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Supplier by the Procuring Entity's Representative as forming part of the Site.
- 1.20. Site **Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.21. **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Supplier as established from the work schedule. This is actually described as a percentage of the whole Works.
- 1.22. **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.23. The **Start Date**, as specified in the SCC, is the date when the Supplier is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.24. A **Sub Supplier** is any person or organization to whom a part of the Works has been subcontracted by the Supplier, as allowed by the Procuring Entity, but not any assignee of such person.

## 2. The Supplier's Obligations

- 2.1. Subject to additional provisions, if any, set forth in the SCC, the Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 2.2. 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.

### **3. Performance Security**

- 3.1 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 Supplier shall furnish the performance security in any of the forms prescribed in ITB Clause 22.2.
- 3.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Supplier is in default in any of its obligations under the Contract.
- 3.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 3.4 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.
- 3.5 The Supplier shall post an additional performance security following the amount and form specified in ITB Clause 22.2 to cover any cumulative increase of more than five percent (5%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Supplier shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 3.6 In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, 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.
- 3.7 Unless otherwise indicated in the SCC, the Supplier, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any sub-Supplier be they an individual, firm, partnership, corporation, or association supplying the Supplier with labor, materials and/or equipment for the performance of this Contract.

### **4. Subcontracting**

- 4.1 Subcontracting of any portion of the Works 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 sub-Supplier, 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.
- 4.2 If subcontracting is allowed. The Supplier may identify its Sub-Supplier during contract implementation stage. Sub-Suppliers disclosed and identified during the bidding may

be changed during the implementation of this Contract. In either case, sub-Suppliers must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any sub-Supplier is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

**5. Liquidated Damages**

Subject to CCC Clauses 12, 13 and 14, 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, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to CCC Clause 23, without prejudice to other courses of action and remedies open to it.

**6. Scope of Contract**

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

**7. The Procuring Entity's Responsibilities**

- 7.1 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.
- 7.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with CCC Clause 6.

**8. Warranty Security**

- 8.1 The Supplier shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or	

authenticated by a Universal or Commercial bank, if issued by a foreign bank.	Five percent (5%)
b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	

## 9. Liability of the Supplier

- 9.1 Subject to additional provisions, if any, set forth in the SCC, the Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 9.2 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.

## 10. Procuring Entity's Risk

- 10.1 From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
    - (i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Supplier.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

## 11. Insurance

- 11.1. The Supplier shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
- (a) Supplier's All Risk Insurance;
  - (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Supplier;
  - (c) Personal injury or death of Supplier's employees; and
  - (d) Comprehensive insurance for third party liability to Supplier's direct or indirect act or omission causing damage to third persons.
- 11.2. The Supplier shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a

reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.

- 11.3. The Supplier shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.

- 11.4. If the Supplier fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Supplier, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Supplier pursuant to the provisions of this Contract.

- 11.5. In the event the Supplier fails to observe the above safeguards, the Procuring Entity may, at the Supplier's expense, take whatever measure is deemed necessary for its protection and that of the Supplier's personnel and third parties, and/or order the interruption of dangerous

Works. In addition, the Procuring Entity may refuse to make the payments under CCC Clause 40 until the Supplier complies with this Clause.

- 11.6. The Supplier shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:

(a) The issuer of the insurance policy to be replaced has:

- (i) become bankrupt;
- (ii) been placed under receivership or under a management committee;
- (iii) been sued for suspension of payment; or
- (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
- (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

## **12. Termination for Default of Supplier**

- 12.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

- a. does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;



b. sub-lets any part of this Contract without approval by the Procuring Entity.

### **13. Termination for Default of Procuring Entity**

The Supplier may terminate this Contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

- (b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

### **14. Termination for Other Causes**

- 14.1. . The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HOPE may terminate this Contract for the convenience of the Procuring Entity 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.
- 14.2. The Procuring Entity or the Supplier may terminate this Contract if the other party causes a fundamental breach of this Contract.
- 14.3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
  - (a) The Supplier stops work for five (5) days and was not authorized by the Procuring Entity's Representative;
  - (b) 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. In the case of the Supplier's insolvency, any Supplier's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
  - (c) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Supplier within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
- 14.4. The Funding Source or the 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 corrupt, fraudulent, or coercive practices.
- 14.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 14.6. If this Contract is terminated, the Supplier shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## 15. Procedures for Termination of Contracts

15.1. The following provisions shall govern the procedures for the 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 Procuring Entity 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 Procuring Entity, the HOPE 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. The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HOPE a verified position paper stating why the contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HOPE shall issue an order terminating the contract;
- (d) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (c) 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;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HOPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided in the said notice, 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; and
- (f) The HOPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HOPE.

15.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on Suppliers after the termination of the contract the penalty in accordance with the policy on sanction of the Suppliers who have violated the following:

- (a) Failure of the Supplier, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
- (b) Failure by the Supplier to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Supplier to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
  - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
  - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
  - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- (d) Poor performance by the Supplier or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Supplier shall be construed as poor performance:
  - (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the Supplier; and
  - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the Supplier's fault or negligence.
- (e) Willful or deliberate abandonment or non-performance of the project or contract by the Supplier resulting to substantial breach thereof without lawful and/or just cause. In addition to the penalty of suspension, the performance security posted by the Supplier shall also be forfeited.

## **16. Force Majeure, Release From Performance**

16.1. For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier 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 Supplier.

- 16.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Supplier, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Supplier shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 16.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 16.4. After termination, the Supplier shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
  - (a) any sum to which the Supplier is entitled to claimed.
  - (b) the cost of his suspension and demobilization;
  - (c) any sum to which the Procuring Entity is entitled.
- 16.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

## **17. Supplier's Right to Claim**

If the Supplier incurs cost as a result of any of the events under CCC Clause 9, the Supplier shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

## **18. Management Conferences**

- 18.1. Either the Procuring Entity's Representative or the Supplier may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 18.2. The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

## **19. Bill of Quantities**

- 19.1. The Bill of Quantities shall contain items of work for the services to be done by the Supplier.
- 19.2. The Bill of Quantities is used to calculate the Contract Price. The Supplier is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

- 19.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 19.4. If requested by the Procuring Entity's Representative, the Supplier shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the

## **20. Retention**

- 20.1. The Procuring Entity shall retain from each payment due to the Supplier an amount equal to a percentage thereof using the rate as specified in GCC Sub- Clause 33.2.
- 20.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Supplier prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified thereof
- 20.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Supplier may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted and shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.
- 20.4. On completion of the whole Works, the Supplier may substitute retention money with an "on demand" Bank guarantee in a form acceptable to the Procuring Entity.

## **21. Delivery of Services**

### **21.1. Delivery of Services**

This Contract shall take effect on February 16, 2020 with an issuance of notice to proceed and shall be valid for a period of one (1) year and will automatically renew at the end of each term for a further term of one (1) years unless either

party gives the other written notice of termination at least 30 days prior to the end of the relevant term.

21.2. All documents pertaining to the delivery of Goods from outside the country shall be accommodated and be provided by the supplier to avoid conflicts and problem to the government shipment procedures. Supplier shall provide five (5) copies of each document to the Iloilo I Electric Cooperative, Inc. (ILECO-I).

## **22. Notices**

22.1. 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.

22.2. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **23. Payment**

23.1. Every 1 5<sup>th</sup> and 30<sup>th</sup> day of the month.  
Payment is Inclusive of VAT and all other taxes.

## **24. Price Adjustment**

Except for extraordinary circumstances as determined by Procuring Entity dully approved by the HOPE, no price escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the National Electrification Administration (NEA), 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.

## F. SPECIAL CONDITIONS OF CONTRACT

<u>GCC Clause</u>																																																																												
1.5	The Contract Price is <b>Eighteen Million Seven Hundred Eighty Thousand Pesos Only (Php 18,780,000.00)</b> .																																																																											
1.17	The Procuring Entity is <b>Iloilo 1 Electric Cooperative, Inc. (ILECO-1)</b>																																																																											
1.18	The Procuring Entity's Representative is the Project Monitoring Officer/End-user.																																																																											
1.19	<p style="text-align: center;">The Site where the personnel be assigned:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Count</th> <th style="text-align: center;">Area of Assignment</th> <th style="text-align: center;">No. of Security Guards</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td>Cabatuan Service Center</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">2</td><td>Cabatuan Substation</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">3</td><td>Guimbal Service Center</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">4</td><td>Guimbal Substation</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">5</td><td>Leganes Collection Office</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">6</td><td>Leganes Substation</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">7</td><td>Leon Collection Office</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">8</td><td>Maasin Collection Office</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">9</td><td>Miagao Area Office</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">10</td><td>Miagao Substation</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">11</td><td>Oton Area Office</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">12</td><td>Oton Substation</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">13</td><td>Pavia Collection Office</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">14</td><td>Pavia GT Mall</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">15</td><td>Pavia Substation</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">16</td><td>San Joaquin Collection Office</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">17</td><td>San Joaquin Substation</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">18</td><td>San Miguel Service Center</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">19</td><td>Sta. Barbara Area Office</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">20</td><td>Sta. Barbara Substation</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">21</td><td>Sta. Barbara Café Metering</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">22</td><td>Tigbauan Main Office</td><td style="text-align: center;">6</td></tr> <tr><td style="text-align: center;">23</td><td>Tigbauan Substation</td><td style="text-align: center;">2</td></tr> <tr style="background-color: #ffff00;"> <td colspan="2" style="text-align: center;"><b>Total</b></td><td style="text-align: center;"><b>50</b></td></tr> </tbody> </table>	Count	Area of Assignment	No. of Security Guards	1	Cabatuan Service Center	2	2	Cabatuan Substation	2	3	Guimbal Service Center	2	4	Guimbal Substation	2	5	Leganes Collection Office	2	6	Leganes Substation	2	7	Leon Collection Office	2	8	Maasin Collection Office	2	9	Miagao Area Office	2	10	Miagao Substation	2	11	Oton Area Office	2	12	Oton Substation	2	13	Pavia Collection Office	2	14	Pavia GT Mall	2	15	Pavia Substation	2	16	San Joaquin Collection Office	2	17	San Joaquin Substation	2	18	San Miguel Service Center	2	19	Sta. Barbara Area Office	2	20	Sta. Barbara Substation	2	21	Sta. Barbara Café Metering	2	22	Tigbauan Main Office	6	23	Tigbauan Substation	2	<b>Total</b>		<b>50</b>
Count	Area of Assignment	No. of Security Guards																																																																										
1	Cabatuan Service Center	2																																																																										
2	Cabatuan Substation	2																																																																										
3	Guimbal Service Center	2																																																																										
4	Guimbal Substation	2																																																																										
5	Leganes Collection Office	2																																																																										
6	Leganes Substation	2																																																																										
7	Leon Collection Office	2																																																																										
8	Maasin Collection Office	2																																																																										
9	Miagao Area Office	2																																																																										
10	Miagao Substation	2																																																																										
11	Oton Area Office	2																																																																										
12	Oton Substation	2																																																																										
13	Pavia Collection Office	2																																																																										
14	Pavia GT Mall	2																																																																										
15	Pavia Substation	2																																																																										
16	San Joaquin Collection Office	2																																																																										
17	San Joaquin Substation	2																																																																										
18	San Miguel Service Center	2																																																																										
19	Sta. Barbara Area Office	2																																																																										
20	Sta. Barbara Substation	2																																																																										
21	Sta. Barbara Café Metering	2																																																																										
22	Tigbauan Main Office	6																																																																										
23	Tigbauan Substation	2																																																																										
<b>Total</b>		<b>50</b>																																																																										
1.21	Specification is specified in details in Section G and H.																																																																											

21 .1	<p>This Contract shall take effect on February 16, 2020 with an issuance of notice to proceed and shall be valid until February 16, 2021 and will automatically renew at the end of each term for a further term of one (1) years unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.</p>
23.1	<p>Payment will be processed upon submission of required documents (e.g., billing statement, and all others documents related to this contract.</p> <p>Terms of payment is every 15<sup>th</sup> and 30<sup>th</sup> day of the month.</p> <p>A retention money shall be withheld in accordance to Clause 33 of GCC.</p> <p>Payment is inclusive of VAT and all other taxes subject to corresponding withholding tax, auditing and accounting rules and regulations of the Cooperative.</p>



## **G. SCHEDULE OF REQUIREMENTS**

Item No.	Description	Quantity
1	Valid Licensed Service Firearms (9 mm Pistol and at least 8 units shot guns with Twelve (12) gauge Live Ammunitions Each) – Minimum Requirement	One (1) per guard on duty
2	VHF Portable Handheld Radio, with extra battery pack and battery charger	One (1) per guard on duty
3	Metal Detector	One (1) per office
4	Flashlights with batteries	One (1) per guard on duty
5	Policeman Club “Batuta”	One (1) per guard on duty
6	Handcuffs	One (1) per guard on duty
7	Medical kit	One (1) per office
8	Raincoat	One (1) per guard on duty
9	Rain Boots	One (1) per guard on duty
10	Whistle	One (1) per guard on duty
11	Megaphone	One (1) per office
12	Uniform must have a Type A and Type B uniform	
13	Other tools and equipment, if there is any (specify)	
14	Agency should be a DOLE accredited	

## H. TECHNICAL SPECIFICATIONS

Item	Specifications	Statement of Compliance
<b>I</b>	<b>PERFORMANCE CRITERIA</b>	
	<p>The Bidder shall comply with the following performance criteria:</p> <ul style="list-style-type: none"> <li>(a) Quality of service delivered;</li> <li>(b) Time management;</li> <li>(c) Management and suitability of personnel;</li> <li>(d) Contract administration and management;</li> <li>(e) Provision of monthly accomplishment report and incident report as the need arises;</li> <li>(f) Attentiveness and presence of mind of guards on duty;</li> <li>(g) Compliance with Office policies/guidelines</li> </ul>	
<b>II</b>	<b>TECHNICAL EVALUATION PARAMETERS (supported by Company Profile)</b>	
	<p><b>1. Stability</b></p> <ul style="list-style-type: none"> <li>(a) Years of Experience: at least five (5) years in front line security service</li> <li>(b) Liquidity of the Contractor: At least Php500,000 (Current Assets minus stocks minus current liabilities based on latest Balance Sheet as of December 31 , 2018)</li> <li>(c) Organizational Set-up: with good office set-up, personnel, and office tools and equipment</li> </ul>	
	<p><b>2. Resources</b></p> <ul style="list-style-type: none"> <li>(a) Number and Kind of Equipment and Supplies: with the minimum number and kind of equipment and supplies as specified in Section VI. Schedule of Requirements</li> <li>(b) Number of Licensed Guards: At least 50 security guards qualified, licensed, bonded, uniformed, highly trained and armed security guards</li> <li>(c) Supervisors: with at least two (2) supervisors</li> </ul>	
	<p><b>3. Security Plan</b></p> <ul style="list-style-type: none"> <li>(a) Tailored fit for ILECO-I especially areas with frontline services in accordance with the minimum requirements below. Statement / enumerate the specific methodology to execute the Plan.</li> </ul>	

	<p><b>4. Other Factors</b></p> <p>(a) Recruitment and Selection Criteria: training conducted for the Security Guards before deployment, educational and age requirements , among others, as such:</p> <p>i. Not less than 25 but not more than 45 years of age ii. With at least five (5) relevant trainings relative to frontline services iii. Physically and mentally fit iv. With clearance from NBI, PNP, PDEA, psychiatry test v. With clearance on Pendency / Non —Pendency of administrative case or unsatisfactory performance from previous work (b) Completeness of Uniform and other Paraphernalia as prescribed under RA No. 5487 and its IRR (c) Proof of paid remittances for the following government agencies: SSS, PHIC and HDMF in the form of a certification issued by the said agencies (d) Copies of the licenses, results of neuropsychiatric examination, training certificates and other requirements of the guards shall be furnished to ILECO-I Re ion III.</p>	
<b>III</b>	<b>SECURITY PLAN</b>	
<b>A</b>	<b>SECURITY OF HUMAN RESOURCES</b>	
<b>A.1</b>	<b>Member Consumer</b>	
	1. Exercise tact and courtesy at all times especially in answering queries related to power interruption and coop concerns.	
	2. Check baggage for security purposes.	
	3. Provide direction within the premises.	
	4. Answering queries related to Office procedures are not encouraged.	
	5. Assist in the smooth operations of the Office frontline services as required ILECO I.	
	6. Immediate response in case of emergency/untoward incident, and prepare necessary report to the ILECO I management.	
	7. Prevent entry to security/restricted areas without proper authorization/clearance.	
	8. Regular reports of untoward incidents/complaints from the public shall be forwarded by the Supervisor	

	of Security Agency and co furnished the ILECO I management.	
	9. Monthly submission of written report.	
<b>A.2</b>	<b>ILECO I Officials</b>	
	1. Provide close-in security as may be required.	
	2. Exercise courtesy and tact at all times.	
<b>A.3</b>	<b>Guest/Visitors</b>	
	1. Check big bags/ plastic bags/boxes for security.	
	2. Provide directions and parking area within the premises.	
	3. Monitor/search for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of visitors.	
	4. Prevent/detect any form of breach of ILECO I rules and regulations and if possible, report or cause the arrest of the perpetrator/s.	
	5. Prevent entry to security/restricted areas without proper authorization/clearance.	
	6. Maintain logbook	
	7. Prevent entry after office hours including Saturdays, Sundays, and Legal Holidays unless authorized.	
	8. Prohibit loitering in the premises ++.	
<b>A.4</b>	<b>ILECO I Employees</b>	
	1. Monitor/render report in the strict implementation of "NO ID, NO ENTRY" rule.	
	2. Monitor/search for deadly weapons, explosives, toxic chemicals, drugs and contraband items/harmful materials upon reasonable grounds for suspicion, cause arrest of employees.	
	3. Check big bags/plastic bags, boxes going in and out of the office for security purposes.	
	4. Prevent/detect any form of breach of ILECO I rules and regulations and if possible, report or cause the arrest of the perpetrator/s.	

	5. Implement strictly the "NO ENTRY" to security/restricted areas without proper authorization/clearance	
	6. Exercise tact and courtesy at all times.	
	7. Assist employees as requested.	
	8. Maintain logbook for personnel and property/equipment movements.	
	9. No Entry and stay in the office after office hours including Saturdays, Sundays and Legal Holidays unless authorized.	
	10. Full concentration on security work.	
	11. Monthly report on observation of employees not observing the Code of Employee Discipline and not wearing proper uniform.	
<b>B</b>	<b>SECURITY FOR PHYSICAL RESOURCES</b>	
<b>B.1</b>	<b>Vehicle Control</b>	
	1. Monitoring and conducting inspection to outgoing/incoming vehicles in ILECO I premises.	
	2. Inspection of materials released versus gate pass and Materials Requisition Charge Ticket (MRCT)	
	3. Maintain a logbook on the arrival and departure of ILECO I vehicles.	
	4. Control flow of traffic and direct drivers in parking their vehicles properly.	
	5. Safeguard and protect vehicles from pilferage of accessories and other attachments.	
	6. Required trip ticket for outgoing ILECO I vehicles duly assigned by the approving authorities.	
	7. Prohibit overnight parking for non ILECO I vehicles.	
	8. Recommend parking/proper traffic signs.	
<b>B.2</b>	<b>Facilities &amp; Buildings</b>	
	1. Post Notice prohibiting entry or carrying of deadly weapons at entrance building.	
	2. Disallow access to restricted areas for unauthorized persons.	
	3. Record authorized persons entering restricted area/s using logbook.	
	4. Check that all doors and windows are closed and locked after office hours.	
	5. Disallow entry for peddlers and unauthorized vendors.	
	6. Identify need for lighting and recommend measures.	
	7. Identify fire hazard and recommend measures.	

	8. Switch off all lights and unplugged all electrically operated office equipment within ILECO I premises when occupants of the office are all out.	
	9. Prohibition of unauthorized person and unrecognized individuals (including deliveries unless otherwise with clearance) in the premises especially during weekends and holidays.	
<b>B.3</b>	<b>Supplies and Equipment</b>	
	1. All outgoing properties must be covered with appropriate documents duly signed by the authorized signatories indicating serial/property number, person moving the equipment, time, date, and other necessary details as may be required.	
	2. Personal properties shall be covered by personal property slip issued by the security detachment.	
	3. Access to supply rooms and areas will be allowed to authorize personnel only.	
	4. Ensure security of supplies, equipment, documents at all times.	
<b>C</b>	<b>CONTINGENCY PLAN FOR VARIOUS RISK</b>	
<b>C.1</b>	<b>Fire</b>	
	1. Inform Fire Department immediately.	
	2. Know status and location of firefighting equipment.	
	3. Knows how to operate firefighting equipment.	
	4. Be familiar with fire exit and electrical control switches.	
	5. Initiate fire alarm.	
	6. Report fire and any fire hazard.	
	7. Report insufficient water supply and non-availability/damaged firefighting equipment.	
	8. Recommend and assist in the formation of fire brigade.	
	9. Post appropriate fire sign.	
	10. Assist in the evacuation of employees, records and equipment.	
	11. In case of fire, clear driveways for easy entry of fire fighter team, medical team and police officers.	
<b>C.2</b>	<b>Theft, Pilferage and Burglary</b>	
	1. Secure all entry and exit points.	
	2. Conduct investigation and submit written report within 24 hours to ILECO I management.	

	3. Identify witnesses, if possible	
	4. Apprehend culprit within the premises, secure incident area to protect evidence.	
	5. Coordinate with appropriate nearest PNP station.	
	6. Assist in controlling violence.	
	7. Limit number of entry to premises to as few as possible.	
<b>C.3</b>	<b>Trespassing</b>	
	1. Challenge identity and detain trespassers.	
	2. Turn-over trespassers.	
	3. Report to the management	
<b>C.4</b>	<b>Hostage Situation</b>	
	1. Notify PNP, ILECO I management and all guards	
	2. Act as temporary negotiator until the arrival of the expert negotiator.	
<b>C.5</b>	<b>Earthquake</b>	
	1. Prevent panic and maintain calm.	
	2. If possible, urge personnel to seek refuge under strong piece of furniture and keep away from dangerous falling objects.	
	3. Assist in evacuation of personnel, supplies, materials, and equipments.	
<b>C.6</b>	<b>Flood and Typhoon</b>	
	1. Prevent exit when there are strong winds outside the building	
	2. Assist in evacuation of personnel, supplies, materials and equipments.	
<b>C.7</b>	<b>Sabotage</b>	
	1. Cordon the affected area to secure evidence	
	2. In case of explosion, help evacuate all personnel from affected area.	
	3. Inform fire Department and PNP.	
<b>C.8</b>	<b>Bomb Threat</b>	
	1. Immediately report to PNP.	
	2. Inform ILECO I management	

	3. Assist evacuation of personnel	
	4. Secure ILECO I property and clear from unauthorized persons	
<b>C.9</b>	<b>Crowd Control</b>	
	1. Inform ILECO I management.	
	2. Maximum tolerance must be observed.	
	3. Ensure that entrance gate must not be blocked by the unruly public.	
	4. Non-obstructive action must not be interrupted. Exert efforts to regain ILECO I business as normally as possible.	
	5. Disruptive actions should be controlled in accordance with ILECO I authorized	
<b>C.10</b>	<b>Proposed Deployment Of Guards (Annex A)</b>	
	1. Each shall render services for eight (8) hours daily, including Saturdays, Sundays and Holidays to be rotated on a 12-hour working schedule daily at two (2) working shifts. No guard shall be allowed to render double or straight duty.	
<b>C.11</b>	<b>Other Requirements</b>	
	<b>1. Certification</b>	
	<b>2. Company Profile</b>	
	<b>3. Security Plan</b>	
<b>C.12</b>	<b>Other Offers, if any</b>	

**NOTES:**

1. *The specifications given are the minimum requirements unless indicated otherwise. A bidder's proposal must match or exceed the specifications.*
  
2. *Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each specification stating the corresponding performance parameter of the item being offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent.*



## **I. CODE OF DISCIPLINE FOR SECURITY GUARDS**

Every Security Guard is required to perform his duties in the Co-op regularly and punctually. He shall follow the official time set for his shift in reporting and leaving for work.

Legend:

R - Reprimand

DS - Days Suspension

D - For Dismissal/Replacement

<b>NATURE OF OFFENSES</b>	<b>REMEDIAL PENALTY FOR EACH OFFENSE</b>			
	<b>VIOLATIONS WITHIN A 12-MONTH PERIOD</b>			
<b>Performance of Duty</b>	FIRST	SECOND	THIRD	FOURTH
Sleeping while on duty.	R	1 DS	3 DS	D
Failure to wear complete uniform, or observe proper grooming	R	1 DS	3 DS	D
Violation or failure to follow general safety rule or practice.	R	3 DS	D	
Operating or tampering switches, controls, installations, or other machinery or equipment without authorization.	5 DS	D		
Other acts of negligence or carelessness committed during working time or within Co-op premises resulting in personal injury or damage to property belonging to the Co-op or to third parties, or otherwise causing losses to be incurred by the Co-op.	5 DS	D		
Fighting, provoking or instigating another employee/s to engage in a fight, within the Co-op premises or during office hours.	5 DS	D		
On working time, or within Co-op premises, engaging in horseplay, or using abusive, threatening or profane language.	R	1 DS	3 DS	D

Insult, use of foul language, disrespect or discourtesy towards member-consumers, co-employees and Co-op officers whether in person or through any electronic means or social media account(s).	R	1 DS	3 DS	D
<b>NATURE OF OFFENSES</b>	<b>REMEDIAL PENALTY FOR EACH OFFENSE</b>			
	<b>VIOLATIONS WITHIN A 12-MONTH PERIOD</b>			
<b>Performance of Duty</b>	FIRST	SECOND	THIRD	FOURTH
Engaging in any conduct that violates common decency and morality within Co-op or work premises, regardless of whether or not committed during working time, including exhibition or distribution of pornographic materials or persistently telling smutty jokes that are found offensive by others within Co-op or work premises.	R	1 DS	3 DS	D
Any and all acts of constituting sexual harassment and/or any motives committed against co-employees regardless of position, rank, gender or sexual reference.	R	1 DS	5 DS	D
Failure to remit collections/monies and/or failure to turn over materials/equipment due to Co-op within the required period pursuant to existing Co-op policies.	5 DS	D		
Concealing defective work which directly results in prejudice or loss to the Co-op	5DS	D		
Stealing or unauthorized taking out of documents, records or properties belonging to the Co-op	5DS	D		
Using company time and/or material and/or equipment to do unauthorized work within or outside the premises, for personal gain which includes using company time and facilities.	R	1 DS	3 DS	D

Any act constituting disrespect and disregard of authority of company superiors and officers.	R	1 DS	3 DS	D
Any act which constitutes resistance, threat, intimidation or assault against a person of authority in the company or any of this agent.	R	1 DS	3 DS	D
Without authority, allowing a third person/party to operate or tinker with Co-op vehicles, operating machines, special tools or equipment.	1 DS	3 DS	D	

NATURE OF OFFENSES	REMEDIAL PENALTY FOR EACH OFFENSE			
	VIOLATIONS WITHIN A 12-MONTH PERIOD			
Performance of Duty	FIRST	SECOND	THIRD	FOURTH
Smoking within prohibited area.	R	1 DS	3 DS	D
Littering or dirtying up of the Co-op interior and exterior surroundings.	R	1 DS	3 DS	D
Discharging explosives or firearms within Co-op remises.	5 DS	D		
Drinking of alcoholic beverages during working time or within Co-op premises except at Co-op authorized occasions.	3 DS	D		
Entering Co-op premises or performing work while under the influence of liquor or narcotics.	3 DS	D		

Note:

1. For the Suspension and Dismissal of personnel, the agency shall be responsible in providing the replacement of the involve personnel.

# J. BIDDING FORMS

Form-OO I

## BID FORM

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

To: \_\_\_\_\_  
\_\_\_\_\_

Gentlemen and/or Ladies:

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, Supply for Security Services in the conformity with the said Bidding Documents for the sum of \_\_\_\_\_ Php ( \_\_\_\_\_ ) or such other sums may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to perform/conduct the construction in accordance with the schedule specified in the Delivery Schedule.

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

We agree to abide by this Bid for the Bid Validity Period specified in the Instruction to Bidders (ITB) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per Instruction to Bidders (ITB) Clause No. 4 of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Bid for on behalf of \_\_\_\_\_



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 members of the joint venture);

3. \_\_\_\_\_ is not blacklisted or barred from  
(Name of Bidder)  
bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, or Electric Cooperatives, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, or Electric Cooperatives.

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's provided therein are true and correct;

5. \_\_\_\_\_ is authorizing the Head of the Procuring Entity  
(Name of Bidder)  
or its duly authorized representative(s) to verify all the documents submitted;

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

a. If 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, or the end-user unit, and the project Bidders by consanguinity or affinity up to the third civil degree;

b. If a partnership or cooperative:

None of officers and members of \_\_\_\_\_,  
(Name of Bidders)

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, or the end-user unit, and the project Bidders by consanguinity or affinity up to the third civil degree;

c. If a corporation or joint venture:

None of officers and members of \_\_\_\_\_,  
(Name of Bidders)

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, or the end-user unit, and the project Bidders by consanguinity or affinity up to the third civil degree;

7. \_\_\_\_\_ complies with the existing labor laws and standards;

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 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 Electric Cooperative in relation to any procurement project or activity.

## CONTRACT AGREEMENT

---

THIS AGREEMENT made in the day of \_\_\_\_\_ between **ILOILO I ELECTRIC COOPERATIVE, INC. (ILECO-I)** of the Philippines (hereinafter called "the Entity") of the one part and \_\_\_\_\_ of the Philippines (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited for the Supply of Security Services and has accepted a Bid by the Supplier for the supply of those services in the sum of \_\_\_\_\_ (Php ) hereinafter called "the Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) the Performance Bond;
  - b) the Entity's Notification of Award;
  - c) the Bid Form and the Price Form submitted by the Bidder;
  - d) the Statement of Delivery Schedule submitted by Bidder;
  - e) the After Sales Service Warranty submitted by Bidder;
  - f) the Technical Specifications;
  - g) the Schedule of Requirements;
  - h) the Code of Discipline for Security Guard
  - i) the Instructions to Bidders;
  - j) the Bid Bulletin No. \_\_\_\_\_;
  - k) the General Conditions of Contract; and
  - l) the Special Conditions of Contract;
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and tear first above written.

Signed and delivered by **LARRY P. NACIONALES** the Board President of **ILOILO I ELECTRIC COOPERATIVE, INC. (ILECO-I)**.

Signed and delivered by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_.

**LARRY P. NACIONALES**

President, Board of Director

\_\_\_\_\_  
\_\_\_\_\_

Witnessed by:

For the Purchaser:

For the Supplier:

\_\_\_\_\_  
**ENGR. MIGUEL A. PAGUNTALAN JR.**

General Manager

Iloilo I Electric Cooperative, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

---

Republic of the Philippines)  
City/Province of \_\_\_\_\_ ) S.S.  
x\_\_\_\_\_x

**BEFORE ME**, A Notary Public for and in the above jurisdiction, on this \_\_\_\_ day of \_\_\_\_\_ 2021, at \_\_\_\_\_, personally came appeared the above-named persons and presented integrally complete documents, identified by the undersigned Notary Public through their Competent evidence of identity to wit:

**LARRY P. NACIONALES**  
Board President, ILECO-I  
Senior Citizens ID No: 4426

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and represented to the undersigned Notary Public that the signatures on the Contract Agreement were voluntarily affixed by them for the purposes stated in the instrument or document and declared that they have executed the instrument consisting of three (3) pages including this page and its annexes as their free and voluntary act and deed.

**WITNESS MY HAND AND SEAL.**

Doc. No.\_\_\_\_\_  
Page No.\_\_\_\_\_  
Book No.\_\_\_\_\_  
Series of 2021.

## CONFORMING DELIVERY SCHEDULE

---

Project Name: Supply of Security Services

Invitation to Bid No. 2021-012

I/We, the undersigned do hereby certify that we conformed on the delivery of services started on \_\_\_\_\_ for the Supply of Security Services in accordance with the Special Condition of Contract.

Prepared by:

\_\_\_\_\_  
\_\_\_\_\_

**BID OFFER FOR**

---

Count	Place of Duty	No. of Guards	Rate per month/personnel	TOTAL OFFER
	ILECO-I Main Office, Substations, Area Offices, Service Centers and Coll. Office	50		
	TOTAL	50		

---



## STATEMENT OF ALL GOVERNMENT AND PRIVATE CONTRACTS COMPLETED WHICH ARE SIMILAR IN NATURE

NAME OF PROSPECTIVE BIDDER: \_\_\_\_\_

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

Note: This statement shall be supported with (to be submitted during Post qualification):

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by \_\_\_\_\_ (Printed name and Signature)

Designation \_\_\_\_\_

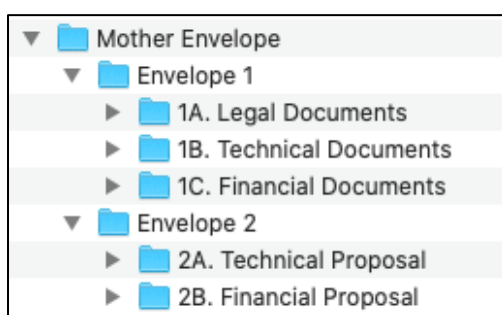
Date \_\_\_\_\_



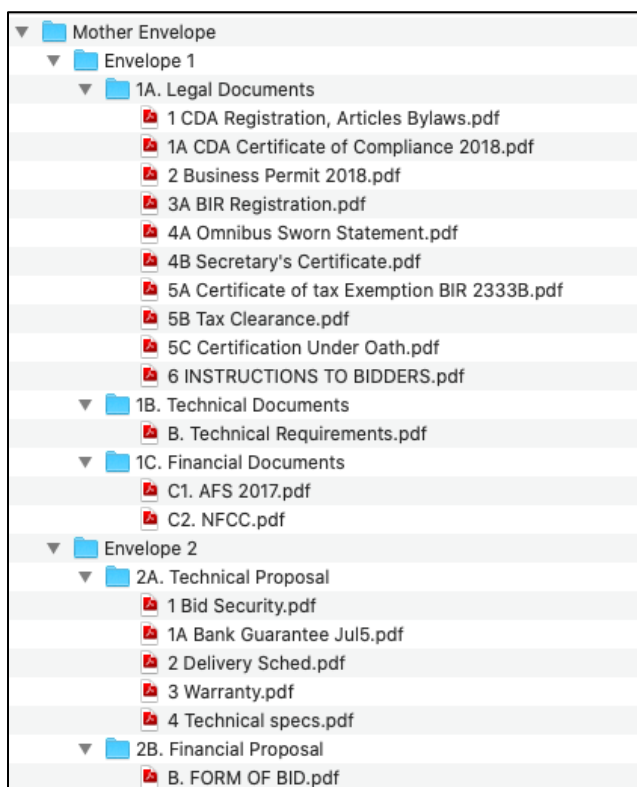
## ONLINE BIDDING SUBMISSION AND RECEIPT OF BIDS INSTRUCTION MANUAL

### A. BID FORMAT PREPARATION (For Bidders)

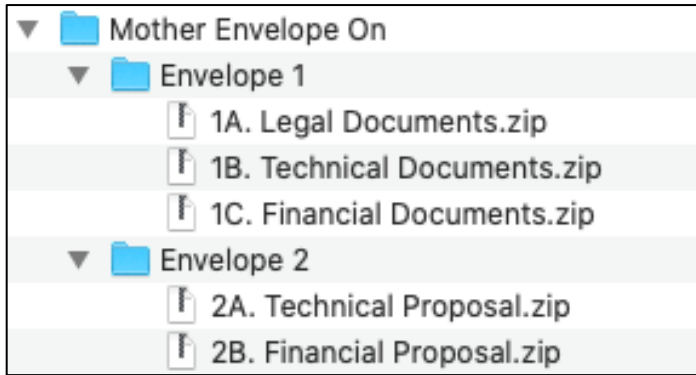
1. Prepare the following prescribed folder arrangement: One (1) Mother Envelope that contains two (2) separate Envelopes. Each Envelope must contain the prescribed Folders.



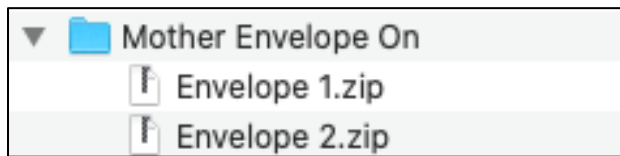
The content of each Folder should be saved as a PDF file with numerical prefix in each file name according to the checklist of eligibility requirements.



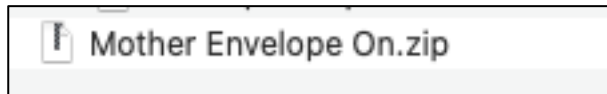
2. Compress each Folder. Each Folder must be password protected.



3. Compress each Envelope. Each Envelope must be password protected.



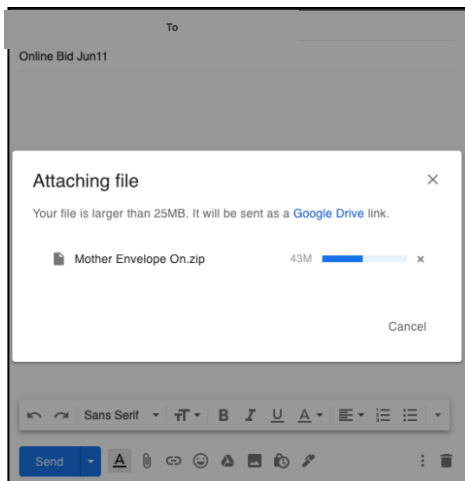
4. Compress Mother Envelope. The Mother Envelope must be password protected.



## B. SUBMISSION OF BID (For Bidders)

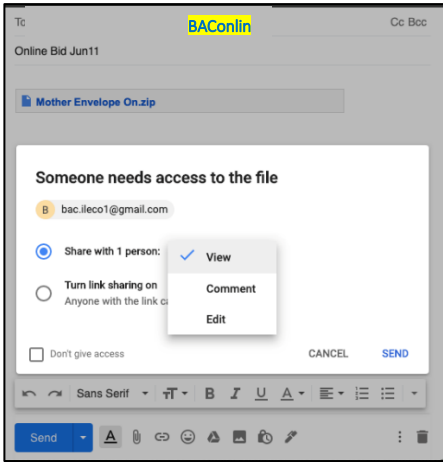
1. Compose email and send to [BAOnline.ileco1@gmail.com](mailto:BAOnline.ileco1@gmail.com).

Files over 25MB will be sent as a Google Drive link.



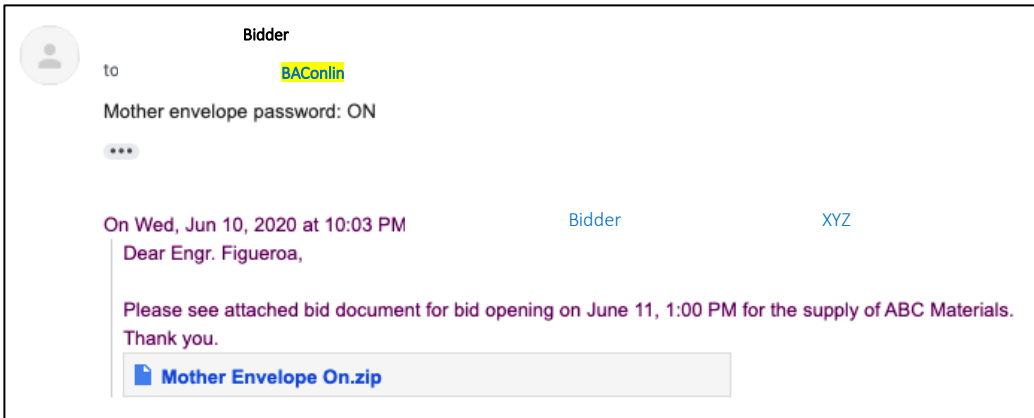


2. Click Send and allow BAC Viewing access to the file.



3. Wait for the instruction from the BAC Chairman to provide password to open the Folders during the online bid opening procedures via Zoom.

The Password for each Folder should be sent via Zoom Chat Room. Passwords should only be sent every after the BAC Chairman instructs the bidder to do so during the Zoom meeting. Sending of Passwords in advance is highly discouraged. Further, the Password must be sent within ten (10) minutes from the instruction from the BAC Chairman. Failure to do so may mean the bidder's disqualification.



### C. OPENING OF BIDS (For BAC)

#### Before Bid Opening

1. After the Pre-bid conference, schedule a Zoom meeting on the Bid Opening.

**Schedule Meeting**

**Topic**  
Ileco 1 Bid Opening Zoom Meeting - Supply of ABC Materials

**Date**  
6/11/2020 2:00 PM to 6/11/2020 2:30 PM  
 Recurring meeting Time Zone: Philippine Standard Time

**Meeting ID**  
 Generate Automatically  Personal Meeting ID 677 873 5524

**Password**  
 Require meeting password 0u54x2

**Video**  
Host  On  Off Participants  On  Off

**Calendar**  
 iCal  Google Calendar  Outlook  Other Calendars

**Advanced Options**  
 Enable Waiting Room  
 Enable join before host  
 Mute participants upon entry  
 Automatically record meeting on the local computer

Cancel Schedule

2. Email the Zoom Meeting invitation to Bidders with verified payment for bid documents at least one (1) day before bid opening.

Chat Meetings Contacts Search

**ILECO 1 Bid Opening - Supply of ABC M...**

2:00 PM - 2:30 PM  
Meeting ID: 712 5079 2971

Start Copy Invitation Edit Delete

Join from a Room

Show Meeting Invitation

3. Set-up Zoom meeting Screen Sharing settings: Only the Host (BAC) can screen share during the bid opening.

Advanced Sharing Options

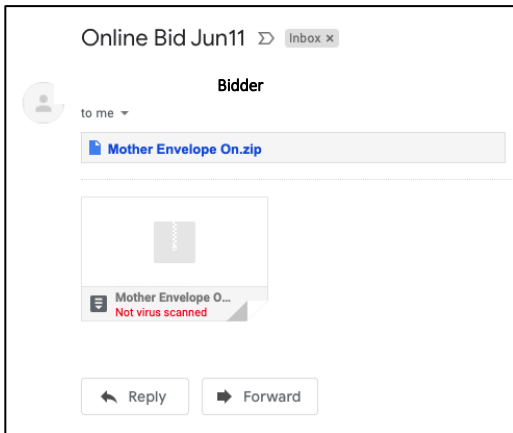
**How many participants can share at the same time?**  
 One participant can share at a time  
 Multiple participants can share simultaneously (dual monitors recommended)

**Who can share?**  
 Only Host  All Participants

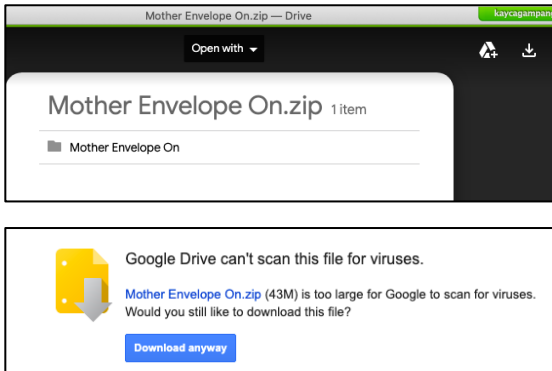
**Who can start sharing when someone else is sharing?**  
 Only Host  All Participants

4. Open the email from the Bidder containing their bid documents, then click the zip file link.

The email from the Bidder should be received at least a one (1) hour before bid opening.



5. Download the zip file one (1) hour before bid opening to be ready for screen sharing.

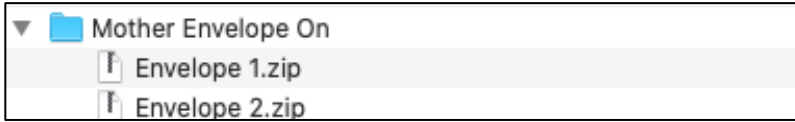


## **DURING BID OPENING**

1. Click the zoom meeting Record button.
2. Share Screen the bidding requirement checklist for all participants to view.
3. Request the Password of the Mother Folder from the Bidder to be sent via Zoom Chat Room. Double click the Mother Envelope file. Enter the Password to open the file.



4. Proceed in the opening of the Envelopes and its Folder contents according the regular bidding procedure of one (1) folder at a time as long as the Bidder Pass the required criteria.



5. Present the Abstract of the bid opening via Share Screen. Save the Chat Room logs.