



Republic of the Philippines  
COMMISSION ON ELECTIONS  
M a n i l a

**PROVISION OF FORWARDING  
SERVICES FOR THE  
DEPLOYMENT OF ELECTION  
FORMS, SUPPLIES AND  
PARAPHERNALIA FOR THE  
OCTOBER 28, 2013 BARANGAY  
AND SANGGUNIANG  
KABATAAN ELECTIONS**

BAC Reference No. 06 - 2013 BSKE

**BIDS AND AWARDS COMMITTEE  
2013**

*Lot No.6-0001*

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Republic of the Philippines  
COMMISSION ON ELECTIONS  
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**SECTION I**  
**Invitation to Bid**

**PROVISION OF FORWARDING  
SERVICES FOR THE  
DEPLOYMENT OF ELECTION  
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PARAPHERNALIA FOR THE  
OCTOBER 28, 2013 BARANGAY  
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**BIDS AND AWARDS COMMITTEE**  
**2013**



Republic of the Philippines  
COMMISSION ON ELECTIONS  
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**Invitation to Bid**

For

**PROVISION OF FORWARDING SERVICES FOR THE  
DEPLOYMENT OF ELECTION FORMS, SUPPLIES AND  
PARAPHERNALIA FOR THE OCTOBER 28, 2013  
BARANGAY AND SANGGUNIANG KABATAAN  
ELECTIONS**

BAC Reference No. 06 - 2013 BSKE

1. The COMMISSION ON ELECTIONS (COMELEC), through its Bids and Awards Committee (BAC), invites interested bidders to apply for eligibility and to bid for the Deployment of Election Forms, Supplies and Paraphernalia with the Approved Budget for the Contract (ABC) of ONE HUNDRED TWENTY ONE MILLION ONE HUNDRED FIVE THOUSAND NINE HUNDRED FIFTY TWO PESOS AND EIGHTY SEVEN CENTAVOS (Php121,105,952.87), inclusive of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies, particularly described as follows:

LOT	AREA OF COVERAGE	APPROVED BUDGET FOR THE CONTRACT (ABC)
6A	Cordillera Administrative Region, Regions I, II and III	<b>Php 26,326,179.89</b> Twenty Six Million Three Hundred Twenty Six Thousand One Hundred Seventy Nine and 89/100
6B	National Capital Region, Regions IV-A, IV-B and V	<b>Php 24,487,624.85</b> Twenty Four Million Four Hundred Eighty Seven Thousand Six Hundred Twenty Four and 85/100
6C	Regions VI, VII and VIII	<b>Php 18,496,350.50</b> Eighteen Million Four Hundred Ninety Six Thousand Three Hundred Fifty and 50/100
6D	Regions IX, X, XI, XII, CARAGA and ARMM	<b>Php 51,795,797.63</b> Fifty One Million Seven Hundred Ninety Five Thousand Seven Hundred Ninety Seven and 63/100

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. Bidders should have completed, within **SEVEN (7) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the "Government Procurement Reform Act".
4. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.
5. A complete set of Bidding Documents may be purchased by interested Bidders from **July 31, 2013 to August 22, 2013 (before the deadline of the submission of bids)**, weekdays only from **8:00 AM to 5:00 PM** from the address below and upon payment of a nonrefundable fee for the Bidding Documents in the amount of **Twenty Five Thousand Pesos (Php 25,000.00) for sub-lots 6A, 6B and 6C, and Fifty Thousand Pesos (Php 50,000.00) for sub-lot 6D.**

**BAC SECRETARIAT OFFICE**

***Commission on Elections***

*7<sup>th</sup> Floor, Palacio del Gobernador Bldg.,*

*Gral. Luna cor. Postigo Sts., Intramuros, Manila*

*E-mail Address: [comelecbac@gmail.com](mailto:comelecbac@gmail.com)*

*[www.comelec.gov.ph](http://www.comelec.gov.ph)*

6. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity at [www.comelec.gov.ph](http://www.comelec.gov.ph), provided that Bidders who wish to submit their bids shall pay the nonrefundable fee not later than the date of submission of bids.
7. The COMELEC will hold a **Pre-Bid Conference on August 9, 2013** at 10:00 am at the **COMELEC Session Hall, 8th Floor Palacio del Gobernador Bldg., Gral. Luna cor. Postigo Sts., Intramuros, Manila**, which shall be open only to all interested parties who have purchased the Bidding Documents.

8. **Submission of Bids** shall be on **August 22, 2013 on or before 09:00 am at the BAC Secretariat Office**, 7<sup>th</sup> Floor Palacio del Gobernador Bldg., Gral. Luna cor. Postigo Sts., Intramuros, Manila. **Opening of Bids** shall be on the same day **August 22, 2013 at 10:00 am at the Bureau of the Treasury Convention Hall**, 3<sup>rd</sup> Floor, Palacio del Gobernador Bldg., Gral. Luna cor. Postigo Sts., Intramuros, Manila.
9. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18. Late bids shall not be accepted.
10. The COMELEC reserves the right to accept or reject any bid, to annul the bidding process, to reject all bids at any time prior to contract award, or to reduce the corresponding ABC and Terms of Reference (TOR) based on the final outcome of the Barangay and SK Registrations, without thereby incurring any liability to the affected bidder or bidders.

(sgd) **HELEN G. AGUILA-FLORES**  
BAC Chairperson



Republic of the Philippines  
COMMISSION ON ELECTIONS  
M a n i l a

## **SECTION II**

### **Instructions to Bidders**

# **PROVISION OF FORWARDING SERVICES FOR THE DEPLOYMENT OF ELECTION FORMS, SUPPLIES AND PARAPHERNALIA FOR THE OCTOBER 28, 2013 BARANGAY AND SANGGUNIANG KABATAAN ELECTIONS**

BAC Reference No. 06 - 2013 BSKE

**BIDS AND AWARDS COMMITTEE**

**2013**

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## A. General

### 1. Scope of Bid

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

### 2. Source of Funds

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

### 3. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

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

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a)
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3

#### **4. Conflict of Interest**

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
  - b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
  - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
  - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
  - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
  - (b) If the Bidder is a partnership, to all its officers and members;
  - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
  - (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

## 5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;

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

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

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

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

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

Where:

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

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

## 6. Bidder's Responsibilities

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

- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

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

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other



factors that may affect the cost, duration, and execution or implementation of this Project.

- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## 7. **Origin of Goods**

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

## 8. **Subcontracts**

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

to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

## **B. Contents of Bidding Documents**

### **9. Pre-Bid Conference**

9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

*(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.*

9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

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

### **10. Clarification and Amendment of Bidding Documents**

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

10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt

of bids. Any modification to the Bidding Documents shall be identified as an amendment.

- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

### **C. Preparation of Bids**

#### **11. Language of Bid**

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

#### **12. Documents Comprising the Bid: Eligibility and Technical Components**

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

- (a) Eligibility Documents -

##### Class "A" Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;

- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
  - (iii.1) name of the contract;
  - (iii.2) date of the contract;
  - (iii.3) kinds of Goods;
  - (iii.4) amount of contract and value of outstanding contracts;
  - (iii.5) date of delivery; and
  - (iii.6) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (iv) Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (v) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and

Class "B" Document:

- (vi) If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
  - (vii) Social Security Clearance (SSS);
  - (viii) Department of Labor and Employment Clearance (DOLE);
  - (ix) Court Clearance (Regional Trial Court)
- (b) Technical Documents -

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
  - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
  - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII Bidding Forms.

### **13. Documents Comprising the Bid: Financial Component**

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
  - (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
  - (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
  - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2.
  - (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
  - (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
    - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity,

payment could be made upon the submission of bids.

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

#### **14. Alternative Bids**

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

#### **15. Bid Prices**

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided,

but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

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

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

(i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or

(i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.

(ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.

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

(b) For Goods offered from abroad:

(i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may

obtain insurance services from any eligible source country.

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

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

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

## 16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.



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

## 17. Bid Validity

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

## 18. Bid Security

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

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

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

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

information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

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

## **19. Format and Signing of Bids**

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain

the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.

- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for un-amended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## **20. Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_ - TECHNICAL COMPONENT" and "COPY NO. \_\_\_ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;

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

20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

## **D. Submission and Opening of Bids**

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

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

### **22. Late Bids**

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

### **23. Modification and Withdrawal of Bids**

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

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.

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

## **24. Opening and Preliminary Examination of Bids**

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.2. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

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

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

## **E. Evaluation and Comparison of Bids**

### **25. Process to be Confidential**

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

### **26. Clarification of Bids**

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

### **27. Domestic Preference**

- 27.1. Unless otherwise stated in the **BDS** the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
  - (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
  - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
  - (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-



Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.

- (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

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

27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

## **28. Detailed Evaluation and Comparison of Bids**

28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

28.2. The Lowest Calculated Bid shall be determined in two steps:

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

fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

## 29. Post-Qualification

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

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

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

that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

- 29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

### **30. Reservation Clause**

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

- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
  - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

## **F. Award of Contract**

### **31. Contract Award**

- 31.1. Subject to **ITB** Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;
  - (b) Posting of the performance security in accordance with **ITB** Clause 33;
  - (c) Signing of the contract as provided in **ITB** Clause 32; and
  - (d) Approval by higher authority, if required.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI Schedule of Requirement.

## **32. Signing of the Contract**

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

- (f) Notice of Award of Contract; and
- (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

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

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

#### **34. Notice to Proceed**

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





Republic of the Philippines  
COMMISSION ON ELECTIONS  
M a n i l a

**SECTION III**  
**Bid Data Sheet**

**PROVISION OF FORWARDING  
SERVICES FOR THE  
DEPLOYMENT OF ELECTION  
FORMS, SUPPLIES AND  
PARAPHERNALIA FOR THE  
OCTOBER 28, 2013 BARANGAY  
AND SANGGUNIANG  
KABATAAN ELECTIONS**

BAC Reference No. 06 - 2013 BSKE

**BIDS AND AWARDS COMMITTEE**  
**2013**

*Section III*  
**BID DATA SHEET**

ITB Clause											
1.1	The Procuring Entity is <b>COMMISSION ON ELECTIONS (COMELEC)</b>										
1.2	<p>The lot/s, item/s and reference number are:</p> <table border="1" data-bbox="500 615 1373 1087"> <thead> <tr> <th data-bbox="500 615 716 657">Lot No.</th> <th data-bbox="716 615 1373 657">Area of Coverage</th> </tr> </thead> <tbody> <tr> <td data-bbox="500 657 716 772">6A</td> <td data-bbox="716 657 1373 772">Cordillera Administrative Region, Regions I, II and III</td> </tr> <tr> <td data-bbox="500 772 716 888">6B</td> <td data-bbox="716 772 1373 888">National Capital Region, Regions IV-A, IV-B and V</td> </tr> <tr> <td data-bbox="500 888 716 968">6C</td> <td data-bbox="716 888 1373 968">Regions VI, VII and VIII</td> </tr> <tr> <td data-bbox="500 968 716 1087">6D</td> <td data-bbox="716 968 1373 1087">Regions IX, X, XI and XII, CARAGA and ARMM</td> </tr> </tbody> </table> <p><b>BAC Reference No. 06-2013BSKE</b></p>	Lot No.	Area of Coverage	6A	Cordillera Administrative Region, Regions I, II and III	6B	National Capital Region, Regions IV-A, IV-B and V	6C	Regions VI, VII and VIII	6D	Regions IX, X, XI and XII, CARAGA and ARMM
Lot No.	Area of Coverage										
6A	Cordillera Administrative Region, Regions I, II and III										
6B	National Capital Region, Regions IV-A, IV-B and V										
6C	Regions VI, VII and VIII										
6D	Regions IX, X, XI and XII, CARAGA and ARMM										
2.1	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) in the total amount of <b>Php121,105,952.87</b>.</p> <p>The name of the Project is:</p> <p style="text-align: center;"><b>PROVISION OF FORWARDING SERVICES FOR THE DEPLOYMENT OF ELECTION FORMS, SUPPLIES AND PARAPHERNALIA FOR THE OCTOBER 28, 2013 BARANGAY AND SANGGUNIANG KABATAAN ELECTIONS</b></p>										
3.1	No further instructions.										
5.1	No further instructions.										

5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under 5.2(b), may not participate in this Project.
5.4	<p>The Bidder must have completed, within seven (7) years before the submission of bids, a single contract that is similar to this Project. <b>The required similar contract must be equivalent to at least 50% of the ABC per lot/aggregate of lots subject of bid.</b></p> <p>For this purpose, similar contract shall refer to <b>the freight forwarding services/deployment and delivery of documents, supplies, equipment or paraphernalia to any region in the Philippines.</b></p> <p>The single largest contract (SLC) must have been awarded to the bidder participating in the procurement project at hand. Hence, the contract of parent/holding company or any of its subsidiaries or affiliates cannot be used by the participating bidder as its single largest contract unless it was a partner thereto under a joint venture agreement (JVA).</p>
6.7	Bidder shall comply with the following laws, <i>i.e.</i> , Notarial Act of 2004; National Internal Revenue Code (NIRC) and all other applicable local and national laws.
7.0	No further instructions.
8.0	Sub-contracting shall not be allowed.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on August 9, 2013, 10:00 A.M. at the COMELEC Session Hall, 8 <sup>th</sup> Floor, Palacio del Gobernador Building, Intramuros, Manila
10.1	<p>The Procuring Entity's address is:</p> <p style="text-align: center;"><b>ATTY. HELEN G. AGUILA-FLORES</b> <b>BAC Chairperson</b></p>

	<b>Commission on Elections</b> <b>7th Floor, Palacio del Gobernador</b> <b>Intramuros, Manila 1002</b>
12.1	No further instructions.
12.1(a)(i)	<p>Bidders shall submit the following documents:</p> <p>(i) <b>Certified true copy</b> of Registration Certificate with attached Articles of Incorporation (AOI) from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration;</p> <p>(ii) <b>Certified true copy</b> of current and valid Mayor’s/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located;</p> <p>(iii) <b>Sworn statement</b> of all its ongoing and completed government and private contracts, including the single largest contract, contracted or undertaken within SEVEN (7) YEARS prior to the deadline for the submission and opening of bids, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:</p> <p style="padding-left: 40px;">(iii.1) name of the contract;</p> <p style="padding-left: 40px;">(iii.2) date of the contract;</p> <p style="padding-left: 40px;">(iii.3) kinds of services;</p> <p style="padding-left: 40px;">(iii.4) amount of contract and value of outstanding contracts;</p> <p style="padding-left: 40px;">(iii.5) date/period of delivery; and</p> <p style="padding-left: 40px;">(iii.6) end user’s acceptance or official receipt(s) issued for the contract, if completed.</p> <p>(iv) <b>Sworn statement</b> of the <b>SINGLE COMPLETED SIMILAR</b> contract using the prescribed form.</p> <p>(v) Copy of audited financial statements (AFS), stamped “received” by the Bureau of Internal Revenue (BIR) or its</p>

duly accredited and authorized institutions, for **years 2010-2011 and 2011-2012**, which shall include the following:

- (v.1) Balance Sheet;
- (v.2) Income Statement; and
- (v.3) Independent Auditor's Report certifying that he/she has examined/audited the financial statement.

(vi) Net Financial Contracting Capacity (NFCC) reflecting actual computation which must be equal to the ABC to be bid, **OR** a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC) equivalent to at least ten percent (10%) of the ABC.

(vii) In case of a JV, copy of a duly notarized Joint Venture Agreement (JVA) signed by all the members thereof;

(viii) List of Branches/ Offices in Areas Subject of Bidder's Bid with Address and Telephone/Fax duly signed by the authorized representative;

(ix) List of Vehicle Service Fleet with proof of ownership (CR/OR of vehicle) or lease contract of vehicles duly signed by the authorized representative;

(x) **Certified true copy** of Civil Aeronautics Board (CAB) Certificate to Operate as Airfreight Forwarder, if applicable;

(xi) **Original copy** of certification from an airline company, with at least fifteen (15) destinations in the Philippines, stating that the bidder is **acargo agent thereof and with a credit line**, if applicable.

(xii) **Original copy** of the current and valid certificate of accreditation and credit line with a shipping line/s with destinations/areas of operations subject of bidder's bid, if applicable;

	<p>(xiii) <b>Certified true copy</b> of Inland Marine Insurance;</p> <p>(xiv) <b>Certified true copy</b> of certificate of accreditation issued by Philippine Shipper’s Bureau (PSB) and Department of Trade and Industry;</p> <p>(xv) Deployment Plan, in hard and soft copies (in excel format and power point presentation), which shows:</p> <p style="padding-left: 40px;">(xv.1) The mode of transportation;</p> <p style="padding-left: 40px;">(xv.2) Timelines indicating the tentative pick-up date of cargoes, duration of transit from National Printing Office (NPO)/COMELEC Warehouse to gateways, if applicable, and up to the consignees indicated in the Shipping Guide.</p> <p style="padding-left: 40px;">(xv.3) fleet/transport vehicles;</p> <p style="padding-left: 40px;">(xv.4) staffing pattern;</p> <p style="padding-left: 40px;">(xv.5) security provisions;</p> <p style="padding-left: 80px;">(xv.6) risk management or contingency plan;</p> <p style="padding-left: 40px;">(xv.7) tracking and monitoring plan</p> <p>(xvi) Tracking and Monitoring Plan containing the proposed system of tracking and monitoring based on minimum technical specifications under Section VII</p> <p>(xvii) Project Management Plan containing the organizational structure or set-up, the names, designations and contact numbers</p>
13.1	<p><b>The bidder shall submit its financial bid through a duly accomplished Bid Form and Financial Proposal provided under Section VIII of this Bidding Documents.</b></p>
13.2	<p>The total ABC for this Project is <b>Php121,105,992.87.</b></p> <p>Any bid with a financial component exceeding the ABC per lot shall not be accepted.</p>
15.4 (b)	<p>No further instructions.</p>
15.5	<p>Bid rates shall be fixed. Adjustable rate proposals shall be treated as non-responsive and shall be rejected.</p>

15.6	Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of COMELEC.
16.1(b)	No further instructions.
16.3	No further instructions.
17.1	No further instructions.
18.1	<p>The bid security shall be in the following amount:</p> <ol style="list-style-type: none"> <li>1. <i>2% of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. <i>5% of ABC</i>, if bid security is in Surety Bond; or</li> <li>3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</li> </ol> <p><b>In lieu of Bid Security, Bidders may submit Bid Securing Declaration pursuant to GPPB Circular 03-2012 dated January 27, 2012.</b></p>
18.3	The bid security shall be valid until one hundred twenty (120) days from the date of opening of bids. Bids with bid security valid for a shorter period shall be rejected outright as non-responsive.
18.5(a)(iv)	<p>Additional grounds for forfeiture of bid security:</p> <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</li> </ol>

	<p>another for purposes of public bidding;</p> <ol style="list-style-type: none"> <li>4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;</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. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.</li> <li>9. 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.</li> </ol>
19.4	<b>Each and every page of the bidding documents must be signed/initialed by the bidder's duly authorized representative.</b>
20.1	No further instructions.
20.3	Each Bidder shall submit <i>one (1)</i> original and <i>four (3)</i> copies of the first and second components of its bid with appropriate labels or ear tabs for easy checking of the required documents.
21	<p>The address for submission of Bids:</p> <p>The BAC Secretariat Office, 7th Floor, Palacio del Gobernador Bldg., Gen. Luna cor. PostigoSts., Intramuros,</p>



	<p>Manila.</p> <p>The deadline for submission of bids is on <b>August 22, 2013 at 9:00 am.</b></p>
24.1	<p>The place of bid opening is at the Bureau of Treasury Convention Hall, 3rd Floor Palacio del Gobernador Bldg., Gen. Luna cor. PostigoSts., Intramuros, Manila.</p> <p>The date and time of bid opening is on <b>August 22, 2013, 10:00 A.M.</b></p>
25.1	No further instructions.
27.1	No further instructions.
28.3	No further instructions.
28.3(b)	Bid modification based on the arithmetical corrections is allowed.
28.5	<p>All the required documents shall be subject to actual validation during post-qualification. Non-compliance with the requirements shall be a ground for the disqualification of the bidder and the rejection of its bid.</p> <p>In case of a <b>tie</b> between two or more Bidders, GPPB Circular No. 06-2005 dated August 5, 2005 governing tie-breaking mechanism shall apply.</p>
29.2(b)	<p>Bidders shall have the option to submit final adjustment return or annual incometax returns filed manually or through the Electronic Filing and Payments System (EFPS) of the Bureau of Internal Revenue.</p> <p>It is understood however that the latest income and business tax return are those within the last six (6) months preceding the date of submission.</p>
29.2(d)	No other requirements.
32.4(g)	No other requirements.

34.2	The effective date of the Contract shall be <b>the date specified in the Notice to Proceed</b> . Upon acknowledgement of the Notice to Proceed, the contract becomes binding upon the parties.
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Republic of the Philippines  
COMMISSION ON ELECTIONS  
Manila

## SECTION IV

# General Conditions of Contract

# PROVISION OF FORWARDING SERVICES FOR THE DEPLOYMENT OF ELECTION FORMS, SUPPLIES AND PARAPHERNALIA FOR THE OCTOBER 28, 2013 BARANGAY AND SANGGUNIANG KABATAAN ELECTIONS

BAC Reference No. 06 - 2013 BSKE

BIDS AND AWARDS COMMITTEE

2013

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## 1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The "Funding Source" means the organization named in the SCC.

- (k) "The Project Site," where applicable, means the place or places named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## **2. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or

the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

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



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

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

### **3. Inspection and Audit by the Funding Source**

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

### **4. Governing Law and Language**

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

### **5. Notices**

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

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

## **6. Scope of Contract**

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

## **7. Subcontracting**

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

## **8. Procuring Entity's Responsibilities**

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

## **9. Prices**

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## **10. Payment**

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

## **11. Advance Payment and Terms of Payment**

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
  - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
  - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
  - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.
- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

## **12. Taxes and Duties**

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

## **13. Performance Security**

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

#### **14. Use of Contract Documents and Information**

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

## **15. Standards**

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

## **16. Inspection and Tests**

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

repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

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

## **17. Warranty**

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

necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## **18. Delays in the Supplier's Performance**

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

## **19. Liquidated Damages**

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

## **20. Settlement of Disputes**



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

## **21. Liability of the Supplier**

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

## **22. Force Majeure**

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to

the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

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

### **23. Termination for Default**

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
  - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased; or

- (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

#### **24. Termination for Insolvency**

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

#### **25. Termination for Convenience**

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

not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

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

## **26. Termination for Unlawful Acts**

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

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

## **27. Procedures for Termination of Contracts**

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or

upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier

of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

## **28. Assignment of Rights**

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

## **29. Contract Amendment**

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

## **30. Application**

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



Republic of the Philippines  
COMMISSION ON ELECTIONS  
Manila

**SECTION V**  
**Special Conditions of Contract**

**PROVISION OF FORWARDING  
SERVICES FOR THE  
DEPLOYMENT OF ELECTION  
FORMS, SUPPLIES AND  
PARAPHERNALIA FOR THE  
OCTOBER 28, 2013 BARANGAY  
AND SANGGUNIANG  
KABATAAN ELECTIONS**

**BAC Reference No. 06 - 2013 BSKE**

**BIDS AND AWARDS COMMITTEE  
2013**

*Section V*  
**SPECIAL CONDITIONS OF CONTRACT**

<b>GCC Clause</b>	
1.a	<p><b>Definition of Terms</b> -In addition to Clause 1.1 of the GCC, the following terms are hereby defined and understood to mean as follows:</p> <p><b>Break Bulk Agent</b> refers to the one who receives cargoes at the gateways, processes and segregates according to destination/consignee.</p> <p><b>City limits or "on-line" areas</b> are those within a local government unit where the branch or field office of the forwarder is located and are within their service area.</p> <p><b>Committee</b> refers to the Packing and Shipping Committee or PSC of the Commission on Elections.</p> <p><b>Consignee</b> refers to the person to whom the cargo is to be delivered. They may either be any one of the following: The Regional Election Director (RED), the Provincial Election Supervisor (PES) Provincial Treasurer (PT), the City Election Officer (CEO), City Treasurer (CT) the Municipal Election Officer (EO), Municipal Treasurer (MT), and/or any person or organization indicated in the Bill of Lading upon supplemental verbal and/or written instructions by the PSC, subject to written confirmation by the Commission <i>En Banc</i>, as the case may be).</p> <p><b>Daily Transaction</b> involves issuance to, and acceptance by, the forwarder of a single or multiple Bills of Lading (BL) for shipment on a particular day.</p> <p><b>Delivery Agent</b> is the one who delivers cargoes from the gateways to the consignees.</p> <p><b>Diverted routes</b> shall pertain to the shipment of cargoes using alternate airport or seaport as point of entry or trans-shipment routes due to justifiable reasons such as frequency of flights/ voyages, cargo traffic, cargo capacity of aircraft servicing the usual route.</p> <p><b>Forwarder</b> pertains to any person, natural or juridical,</p>



	<p>government or private, who has been authorized by the Commission on Elections to deliver Accountable and Non-Accountable Forms, Supplies and Paraphernalia to the intended consignee as indicated in the Bill of Lading.</p> <p><b>Gateways</b> are those areas with airports and/or seaports pre-identified by COMELEC per list supplied and the "online" areas as submitted by the forwarding company in the eligibility documents.</p> <p><b>General Project Manager</b> is the over-all coordinator or supervisor who sees to it that all roles, functions, duties and obligations and most especially operational details pertaining to the movement of cargoes intended for the areas awarded/assigned are faithfully performed and complied with.</p> <p><b>Master Consolidator</b> pertains to the one who consolidates, facilitates the processing and moves the cargoes as released by the Packing and Shipping Committee in whatever order or sequence that is practically available from identified pick-up point/s.</p> <p><b>Outside city limits or "off-line"</b> – those areas outside the geographical jurisdiction of identified gateways. <b>Add on", "offline" and out of town delivery charges</b> have the same meaning and can be used interchangeably.</p> <p><b>Routes-</b> refer to a single route or connection of route/s in the shipment or transshipment/s of cargoes. For purposes of this bidding, the usual or ordinary routes shall be the basis (<i>e.g.</i>, the usual airports or ports point of entry).</p>
1.1(g)	The Procuring Entity is <b>COMMISSION ON ELECTIONS</b>
1.1(i)	The Forwarder is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The funding source is the Government of the Philippines (GOP) through the GAA in the amount of <b>PhP121,105,952.87</b>.</p> <p>The above ABC is merely an estimate for budget purposes based on the estimated weight of cargoes stated in Annex "B" hereof, and does not entitle the winning bidder to claim the entire amount thus proposed/bid out per lot or lots. Payments to the</p>

	Forwarder shall be based on the actual/exact volume of weight of delivered parcels/cargoes up to two (2) decimal points, as indicated in the Bill of Lading/waybill to be multiplied by the all-in rate offered by the Forwarder during the submission of bids.
1.1(k)	Pick-Up Points: <b>National Printing Office:</b> Official Ballots and Election Returns <b>COMELEC Warehouse, FSMDC Building, Port Rea, Manila:</b> Non-Accountable Forms and Supplies, and Other Accountable Forms and Supplies
5.1	The Procuring Entity's address for notices is:  <p style="text-align: center;">THE COMMISSION ON ELECTIONS c/o ATTY. HELEN G. AGUILA-FLORES <i>Deputy Executive Director for Administration</i> BAC CHAIRMAN Commission on Elections 7<sup>th</sup>Floor Palacio del Gobernador Bldg., Intramuros, Manila</p> <p>The Forwarder's address for notices is: [Insert address including, name of contact, fax and telephone number <i>(to be inserted at the time of contract award)</i>.]</p>
6.2	The Forwarder shall deliver within the period specified in <i>Section VI. Schedule of Requirements</i> the full quantity of the cargoes subject matter of the contract to the consignees based on the Shipping Guide. Risk shall pass from the Forwarder to the appropriate consignee upon receipt and acceptance of cargoes by the latter except for misdelivered items. In case of misdelivery at the fault of Forwarder, the latter is required to deliver the item/s to the appropriate consignee through the fastest means available at no cost to COMELEC.  The release of cargoes shall be made pursuant to the Schedule of Dispatch to be provided by the PSC as soon as the contract takes effect. Geographically challenged areas, e.g., far-flung or island municipalities, shall be given priority in the release and deployment.  Additional charges for additional services not mentioned in the Bidding Documents shall be subject to stipulation during contract negotiation or implementation in accordance with the provisions of Republic Act No. 9184 and its revised Implementing Rules and Regulations.  For insurance purposes, the declared value COMELEC cargoes is PhP5,000.00 per bundle, each bundle weighs approximately 10

	kilos.
13.4(c)	No further instructions.
16.1	No further instructions.
17.3	No further instructions
19.1	<p>The applicable rate is one tenth (1/10) of one percent (1%) of the cost of unperformed portion for every day of delay.</p> <p>The COMELEC reserves the right to rescind the contract once the delay reaches ten percent (10%) of the total amount of the contract, without prejudice to other courses of action and remedies available to COMELEC.</p>
20.4	Any dispute arising from this contract, the same shall be resolved in accordance with the pertinent provisions of Republic Act No. 9285 ("Alterative Dispute Act of 2004").
21.1	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



Republic of the Philippines  
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## **SECTION VI**

# **Schedule of Requirements**

# **PROVISION OF FORWARDING SERVICES FOR THE DEPLOYMENT OF ELECTION FORMS, SUPPLIES AND PARAPHERNALIA FOR THE OCTOBER 28, 2013 BARANGAY AND SANGGUNIANG KABATAAN ELECTIONS**

**BAC Reference No. 06 - 2013 BSKE**

**BIDS AND AWARDS COMMITTEE  
2013**

*Section VI*  
**SCHEDULE OF REQUIREMENTS**

Requirement	Schedule "TIME IS OF THE ESSENCE FOR THIS PROJECT"	Statement of Compliance						
I. Deployment	<p>The forwarder must deliver all the election forms, supplies and paraphernalia to the consignees stated in the Bills of Lading based on the following schedules, without prejudice to changes in the dispatch schedule during contract implementation:</p> <table border="1" data-bbox="531 801 1155 1240"> <thead> <tr> <th data-bbox="531 801 890 880">Activity</th> <th data-bbox="890 801 1155 880">Schedule</th> </tr> </thead> <tbody> <tr> <td data-bbox="531 880 890 1066">Shipment of Non-Accountable Forms and Supplies</td> <td data-bbox="890 880 1155 1066">August 31-October 23, 2013</td> </tr> <tr> <td data-bbox="531 1066 890 1240">Shipment of Official Ballots and Other Accountable Forms and Supplies</td> <td data-bbox="890 1066 1155 1240">October 18-October 23, 2013</td> </tr> </tbody> </table>	Activity	Schedule	Shipment of Non-Accountable Forms and Supplies	August 31-October 23, 2013	Shipment of Official Ballots and Other Accountable Forms and Supplies	October 18-October 23, 2013	
Activity	Schedule							
Shipment of Non-Accountable Forms and Supplies	August 31-October 23, 2013							
Shipment of Official Ballots and Other Accountable Forms and Supplies	October 18-October 23, 2013							
II. Tracking and Monitoring System	Not later than three (3) calendar days from effectivity of the Contract, the winning bidder shall provide the Packing and Shipping Committee (PSC) with a tracking and monitoring system with specifications described in Section VII.							
III. Deployment Plan For Official Ballots , other Accountable And Non-Accountable Forms, Supplies and Paraphernalia	<p>Upon effectivity of the Contract, the winning bidder shall deliver to the PSC the following:</p> <p>(a) <u>Deployment and Security Plan for the delivery of Official Ballots, Election Returns, Statement of Votes by Precinct, Certificate of Canvass and Proclamation and Other Accountable Supplies and Forms;</u></p> <p>(a) Deployment and Security Plan</p>							

	<p>for the delivery of Non-Accountable Forms, Supplies and Paraphernalia;</p> <ul style="list-style-type: none"> <li>• Mode of Transportation/List of Vehicles, Plate Numbers/Name of Drivers (if applicable and available), from the pick-up point to the consignee</li> </ul>	
IV. Project Management Structure/ Complement	Not later than three (3) calendar days from effectivity of the Contract, the winning bidder shall submit the names, positions and contact numbers of its personnel involved in project management and deploy a competent representative/s at the dispatch venues for immediate and proper coordination with PSC personnel on the dispatch activities	

### **BIDDER'S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to deliver and perform the above described requirements.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this SCHEDULE OF REQUIREMENTS shall be binding on us.

\_\_\_\_\_

Name of Company (in print)

\_\_\_\_\_

Signature of Company's Authorized Representative

\_\_\_\_\_

Name & Designation (in print)

\_\_\_\_\_

Date



Republic of the Philippines  
COMMISSION ON ELECTIONS  
Manila

## SECTION VII

# Technical Specifications

# PROVISION OF FORWARDING SERVICES FOR THE DEPLOYMENT OF ELECTION FORMS, SUPPLIES AND PARAPHERNALIA FOR THE OCTOBER 28, 2013 BARANGAY AND SANGGUNIANG KABATAAN ELECTIONS

BAC Reference No. 06 - 2013 BSKE

BIDS AND AWARDS COMMITTEE  
2013

*Section VII*  
**TECHNICAL SPECIFICATIONS**

**INSTRUCTION:** 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 equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. 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 and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB** Clause 3.1(a)(ii) and/or **GCC** Clause 2.1(a)(ii).

<i>Requirements</i>	<i>Statement of Compliance (State "Comply" or "Not Comply")</i>
<p>A. The winning bidder shall be responsible for the deployment of the following:</p> <ul style="list-style-type: none"> <li>a. Official Ballots;</li> <li>b. Other Accountable Forms and Supplies;</li> <li>c. Non-Accountable Forms and Supplies</li> </ul>	
<p>B. The winning bidder shall have prior coordination with COMELEC field offices and treasurers before the actual deployment of forms and supplies (names and addresses shall be provided by PSC during contract implementation.)</p>	
<p>C. In coordination with the PSC and PMO, the winning bidder shall plan for the deployment of election forms and supplies</p>	
<p>D. The winning bidder shall provide the following deployment requirements:</p> <ul style="list-style-type: none"> <li>a. Internet-Based Tracking and Monitoring System which:</li> </ul>	



<p>i. provides real-time information and facilitate timely management of accidents or breakdowns, route diversion, if any, or other relevant information in case there would be inevitable delay in the deployment;</p> <p>ii. allows COMELEC to view and print the updated-status of shipments on the internet, basically, the following information/events:</p> <ul style="list-style-type: none"> <li>ii.1. Description of Forms, Supplies and Paraphernalia/Quantity;</li> <li>ii.2. Bill of Lading Number;</li> <li>ii.3. Origin/point of pick-up</li> <li>ii.4. Time and date of pick-up;</li> <li>ii.5. Vehicle Used/Plate Number/Driver;</li> <li>ii.6. Flight/voyage details, port of entry (if any) and port of destination (if any);</li> <li>ii.7. Destination/consignee</li> <li>ii.8. Date/time of receipt by consignee;</li> <li>ii.9. Problems encountered, if any;</li> <li>ii.10. Other events that must be reported to COMELEC</li> </ul> <p>iii. allows the use of either Short Messaging Service (SMS) or General Packet Radio Services (GPRS) for uninterrupted communication to the internet or cellular phone, with data rates of 50 to 110 Kbps;</p> <p>iv. allows exclusivity of user by using reference number/pass code</p>	
<p>b. Deployment Plan in hard and soft copies, which shows:</p> <ul style="list-style-type: none"> <li>(1) The mode of transportation;</li> <li>(2) Timelines indicating the tentative pick-up date of cargoes, duration of transit from the point of origin to the point of destination;</li> <li>(3) fleet;</li> <li>(4) staffing pattern;</li> <li>(5) security provisions;</li> <li>(6) risk management or contingency plan, including coordination with the COMELEC</li> </ul>	

field officials and the Philippine National Police/Armed Forces of the Philippines;  
(7) tracking and monitoring plan

Bidder shall also submit the deployment plan in powerpoint presentation. Bidder with the Lowest Calculated Bid shall present the same before the Project Management Office, the BAC and the BAC TWG during post-qualification proceedings.

c. Project Management Plan which contains among others:

1. Project Management Structure/Complement, e.g,
  - Project Manager
  - Assistant Project Manager for Operations
  - Secretariat or Monitoring Group
  - For field operations; Regional Coordinator, Provincial Coordinator, Asst. Provincial Coordinator, Municipal Coordinator, Asst. Municipal Coordinator and Handlers of cargoes as deemed necessary to ensure effective and efficient implementation of operations plan.

The names of those mentioned above shall be submitted during the opening of bids as part of its Technical Eligibility.

Other personnel tapped or hired for the project shall be reported to COMELEC during the contract implementation. (All personnel tapped or hired shall be politically neutral or have no partisan political affiliations).

2. Project planning;
3. Task estimation;
4. Work allocation;
5. Reporting to the COMELEC;
6. Problem resolution (usual deployment issues and the possible resolution thereto);
7. Change request procedures (in case of variation order brought about by the changes in the project or requirements);

<p>E. The service provider should have their own Project Management Command Center aside from the usual requirement with:</p> <p>a. At least three (3) telefax lines aside from mobile phones used by manpower complement per lot and should be exclusively dedicated for purposes of coordination and monitoring of deployments;</p> <p>b. Staff that can answer 24/7 queries on the whereabouts of cargoes and other concerns.</p>	
<p>F. All OBs dispatched from the NPO should be transported directly to the designated airports/ports of origin from Manila. No unauthorized holding shall be allowed at the warehouses/hubs of logistics/forwarding companies or unless the necessity for said holding is clearly established.</p>	
<p>G. To ensure the safety of the OBs, it shall be the responsibility of the provider to request the assistance of the local PNP/AFP and to coordinate with the local COMELEC officials for security purposes.</p>	
<p>H. The winning bidder shall fully comply with the terms and conditions provided in the <i>Terms of Reference</i> appended as Annex "A" and made integral part of this Bidding Documents.</p>	

#### BIDDER'S UNDERTAKING

I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract/order confirmation is prepared and signed, these TECHNICAL SPECIFICATIONS shall be binding on us.

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Name of Company (in print)

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Signature of Company Authorized Representative

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Name & Designation (in print)

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Date





Republic of the Philippines  
COMMISSION ON ELECTIONS  
M a n i l a

## SECTION VIII

# Bidding Forms

# PROVISION OF FORWARDING SERVICES FOR THE DEPLOYMENT OF ELECTION FORMS, SUPPLIES AND PARAPHERNALIA FOR THE OCTOBER 28, 2013 BARANGAY AND SANGGUNIANG KABATAAN ELECTIONS

BAC Reference No. 06 - 2013 BSKE

# SPECIAL BIDS AND AWARDS COMMITTEE 2013

**A. Bid Form**

Date:

BAC Reference No.:

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

Gentlemen and/or Ladies:

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

We undertake, if our Bid is accepted, to deliver the election forms, supplies and paraphernalia in accordance with the delivery schedule specified in the Schedule of Requirements, including the delivery of requirements/plans stated therein. If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.3 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, in \_\_\_\_\_.

*(Signature over printed name]*

(Capacity/Position/Designation)

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_.



## B. FINANCIAL PROPOSAL

FINANCIAL PROPOSAL										REGULAR RATE			
Deployment of Election Forms and Supplies													
October 28, 2013 Barangay and SK Elections													
Lot 1	Region	ABC (Php)		Rate Offer per kilo (Php)									
				VIA LAND			VIA SEA			VIA AIR			
	Rate	Tax	Total	Rate	Tax	Total	Rate	Tax	Total	Rate	Tax	Total	
	CAR	2,382,886	26,326,179.89				N/A	N/A	N/A				
	I	8,567,871					N/A	N/A	N/A				
	II	5,743,655					N/A	N/A	N/A				
	c/o EO/MT, Aparri and Gattaran, Cagayan						N/A	N/A	N/A				
	c/o EO/MT, Calayan, Cagayan						N/A	N/A	N/A				
	Batanes						N/A	N/A	N/A				
	III	9,131,759					N/A	N/A	N/A	N/A	N/A	N/A	
Lot 2	Region	ABC (Php)		Rate Offer per kilo (Php)									
				VIA LAND			VIA SEA			VIA AIR			
	Rate	Tax	Total	Rate	Tax	Total	Rate	Tax	Total	Rate	Tax	Total	
	NCR	2,715,850	24,487,624.85				N/A	N/A	N/A	N/A	N/A	N/A	
	IV-A	10,677,646					N/A	N/A	N/A	N/A	N/A	N/A	
	4,522,918.96						N/A	N/A	N/A	N/A	N/A	N/A	
	c/o EO/MT, Infanta, Quezon						N/A	N/A	N/A	N/A	N/A	N/A	
	c/o EO/MT, Atimonan, Quezon						N/A	N/A	N/A	N/A	N/A	N/A	
	c/o EO/MT, Gumaca, Quezon						N/A	N/A	N/A	N/A	N/A	N/A	
	EO/MT, Lucban, Mauban and Sampaloc, Quezon						N/A	N/A	N/A	N/A	N/A	N/A	
	IV-B	4,522,919											
	c/o EO/MT, San Jose Occ. Mindoro												
	c/o EO/MT, Lubang, Occidental Mindoro												
	c/o EO/MT, San Agustin, Romblon												
	c/o EO/MT, Coron, Palawan												
	c/o EO/MT, Cuyo, Palawan												
c/o EO/MT, Bataza, Palawan													
V	6,571,209												
Lot 3	Region	ABC (Php)		Rate Offer per kilo (Php)									
				VIA LAND			VIA SEA			VIA AIR			
	Rate	Tax	Total	Rate	Tax	Total	Rate	Tax	Total	Rate	Tax	Total	
	VI	5,986,417	16,496,358.58				N/A	N/A	N/A				
VII	5,507,266					N/A	N/A	N/A					
VIII	7,008,645												
Lot 4	Region	ABC (Php)		Rate Offer per kilo (Php)									
				VIA LAND			VIA SEA			VIA AIR			
	Rate	Tax	Total	Rate	Tax	Total	Rate	Tax	Total	Rate	Tax	Total	
	IX	7,284,500	51,795,797.83				N/A	N/A	N/A				
	X	9,985,556					N/A	N/A	N/A				
	XI	9,936,048					N/A	N/A	N/A				
	XII	8,087,310					N/A	N/A	N/A				
	CARAGA	6,513,139					N/A	N/A	N/A				
	C/o Bislig City												
	ARMM	10,007,905					N/A	N/A	N/A				
	Maguindanao												
	Lanao del Sur												
	Basilan												
	Sulu												
Tawi-Tawi													
MT/CT, Wao and Bumbawan, Lanao del Sur						N/A	N/A	N/A					
Name of Company _____													
Office Address: _____													
Authorized Representative: _____										Contact No. : _____			

# Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES            )  
CITY/MUNICIPALITY OF \_\_\_\_\_        ) S.S.

## AFFIDAVIT

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

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

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

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

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

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

*If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];*

**3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. ***Select one, delete the rest:***

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

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

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

7. *If an owner in case of single proprietorship, partners, officers, directors or controlling stockholders of the corporation or the joint venture:* That they are not related to any incumbent elective city, district, provincial, regional or national official up to the fourth civil degree of consanguinity or affinity; Provided, that if there is any such relationship, the bidder entity may still bid if the concerned partner, officer, director or controlling stockholder divests himself/herself of all his/her interest in such partnership, corporation or joint venture at least three (3) days prior to the submission of bids.
8. *[Name of Bidder]* complies with existing labor laws and standards; and
9. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;

- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/ Authorized Signatory

*[[URAT]]*

\* This form will not apply for WB funded projects.

#### D. Bank Guarantee Form for Advance Payment

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

*[name of Contract]*

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

*[name of bank or financial institution]*

*[address]*

*[date]*

**E. Contract Agreement Form**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
between:

COMMISSION ON ELECTIONS, a constitutional body, with principal address at Palacio del Gobernador Building, Postigo Street, Intramuros, Manila, represented herein by its Chairman, Hon. SIXTO S. BRILLANTES, JR., hereinafter referred to as the COMELEC;

-and-

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

hereinafter referred to as the FORWARDER ;

WHEREAS the COMELEC invited Bids for certain Services and ancillary services, viz., [*brief description of Services and services*] and has accepted a Bid by the Forwarder for the supply of those Services and services in the sum of [*contract rate in words and figures*] (hereinafter called "the Contract rate").

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 Bid Form and the Schedule of Rates submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Terms of Reference;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Notice of Award.

3. In consideration of the payments to be made by the COMELEC to the Forwarder as hereinafter mentioned, the Forwarder hereby covenants with the COMELEC to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract;

4. The COMELEC hereby covenants to pay the Forwarder in consideration of the provision of the Services and services and the remedying of defects therein, not exceeding the Contract rate in the total amount \_\_\_\_\_, 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 HEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Commission:

For the Forwarder :

SIXTO S. BRILLANTES, JR.

*Chairman*

\_\_\_\_\_

(ACKNOWLEDGMENT)

## TERMS OF REFERENCE

**Section 1. Roles or functions of the Forwarding Company.** In order for the forwarding company to fully comply with the Door-to-Door mode of delivery and other service requirements of the Commission on Elections (COMELEC), it shall assume the roles and functions of the Master Consolidator, Break Bulk Agent, Delivery Agent and General Project Manager.

**Section. 2. Definition of Terms** - For purposes of this bidding, the following terms are hereby defined and understood to mean as follows:

- 2.1. **Break Bulk Agent** refers to the one who receives cargoes at the gateways, processes and segregates according to destination/consignee.
- 2.2. **City limits or "on-line" areas** are those within a local government unit where the branch or field office of the forwarder is located and are within their service area.
- 2.3. **Committee** refers to the Packing and Shipping Committee or PSC of the Commission on Elections.
- 2.4. **Consignee** refers to the person to whom the cargo is to be delivered. They may either be any one of the following: The Regional Election Director (RED), the Provincial Election Supervisor (PES) Provincial Treasurer (PT), the City Election Officer (CEO), City Treasurer (CT) the Municipal Election Officer (EO), Municipal Treasurer (MT), and/or any person or organization indicated in the Bill of Lading upon supplemental verbal and/or written instructions by the PSC, subject to written confirmation by the Commission *En Banc*, as the case may be).
- 2.5. **Daily Transaction** involves issuance to, and acceptance by, the forwarder of a single or multiple Bills of Lading (BL) for shipment on a particular day.



- 2.6. **Delivery Agent** is the one who delivers cargoes from the gateways to the consignees.
- 2.7. **Diverted routes** shall pertain to the shipment of cargoes using alternate airport or seaport as point of entry or trans-shipment routes due to justifiable reasons such as frequency of flights/voyages, cargo traffic, cargo capacity of aircraft servicing the usual route.
- 2.8. **Forwarder** pertains to any person, natural or juridical, government or private, who has been authorized by the Commission on Elections to deliver Accountable and Non-Accountable Forms, Supplies and Paraphernalia to the intended consignee as indicated in the Bill of Lading.
- 2.9. **Gateways** are those areas with airports and/or seaports pre-identified by COMELEC per list supplied and the "online" areas as submitted by the forwarding company in the eligibility documents.
- 2.10. **General Project Manager** is the over-all coordinator or supervisor who sees to it that all roles, functions, duties and obligations and most especially operational details pertaining to the movement of cargoes intended for the areas awarded/assigned are faithfully performed and complied with.
- 2.11. **Master Consolidator** pertains to the one who consolidates, facilitates the processing and moves the cargoes as released by the Packing and Shipping Committee in whatever order or sequence that is practically available from identified pick-up point/s.
- 2.12. **Outside city limits or "off-line"** - those areas outside the geographical jurisdiction of identified gateways. **Add on", "offline"** and **out of town delivery charges** have the same meaning and can be used interchangeably.

**2.13. Routes-** refer to a single route or connection of route/s in the shipment or transshipment/s of cargoes. For purposes of this bidding, the usual or ordinary routes shall be the basis (*e.g.*, the usual airports or ports point of entry).

**Sec.3. Basis of Shipment** – The Bill of Lading [General Form No. 9(A)] shall exclusively govern the terms and conditions of the shipment of election forms, supplies and paraphernalia for the October 28, 2013 Barangay and Sangguniang Kabataan Elections.

**Sec.4. Details of Shipment-** All information and details of shipment are contained in the Bill of Lading such as name of consignee, destination, number of bundles or packages, weight and estimated value.

**Sec.5. Documentation-** Forwarders must strictly follow the documentation requirements indicated in the Bill of Lading. Failure to comply therewith may be a ground for the refusal or disallowance of claims for payment.

**Sec.6. Valuation of Cargoes-** For purposes of determining claims due to loss of cargo, the value indicated in the Bill of Lading shall be controlling.

**Sec.7. Prioritization of destination-** For purposes of prioritizing destination routes, cargo intended for island municipalities or those called “priority areas” and those “far-flung” municipalities known to be difficult to reach by reason of geographic location or inadequate access roads or public transportation shall be given priority in the shipment to ensure that they arrive on time.

**Sec.8. Means of transportation-** To save funds, the use of the cheapest and fastest means of transportation is hereby mandated. As a general rule, cargoes intended for Luzon shall be transported by land while those intended for Visayas and Mindanao shall be transported by sea.

However, in case of urgency, the forwarder may employ all the necessary means, including transport by air or diversion of routes, to ensure that cargo shall arrive at its intended destination on time for the electoral exercises, subject to prior approval by the PSC Chairman.

Forwarders who failed to employ the most economical means of transportation as warranted by circumstances, or have been proven to have misrepresented in its urgent or instant request to divert route/s detrimental to the interest of the COMELEC, shall reimburse to the COMELEC the difference in the rate/charge if the same were transported by the most economical mode of transport (land or sea). This is without prejudice to civil and/or criminal actions that maybe taken against them and *motu proprio* termination of any existing contract or agreement with the Commission.

**Sec.9. Mandatory cargo monitoring system-** It is mandatory for all the forwarders to have an accurate, regular and timely cargo monitoring system or **tracking device** to regularly and frequently up-date the Committee of all cargo movements from point-to-point. Forwarders proposing to participate in the movement of election forms, supplies and paraphernalia should have, among other efficient means of updating, valid and active e-mail accounts to enable them to update the Committee through e-mail.

Moreover, the forwarder should provide the PSC with the mobile phone numbers of all its personnel in-charge of actual delivery of the Accountable and Non-Accountable Forms, Supplies and Paraphernalia to all consignees nationwide.

**Sec.10. Obligation of Forwarders** - Once the service of the forwarder is engaged or contracted by the Commission, it shall mean:

10.1 Acceptance by the forwarder to transport, ship and deliver COMELEC cargo to any designated destination, the classification and quantity of which is indicated in the Bill of Lading.

10.2 Forwarder shall be prohibited from:

10.2.1 Bumping-off COMELEC cargo in favor of other clients;

10.2.2 Refusing to deliver COMELEC cargo;

10.2.3 Exercising stoppage *in transitu* or other analogous circumstances, which would halt any COMELEC cargo in transit from its destination, except in cases of fortuitous events and force majeure, or when a co-loader or sub-contractor fails, for any justifiable reason, to fulfill the terms and conditions of co-loading and sub-contracting agreements with the forwarder; and

10.2.4 Ceasing transport, shipment and delivery operations involving COMELEC cargo intended for an electoral exercise.

**Sec.11. Mistake in delivery** - There shall be a mistake in delivery when the forwarder delivers to a person other than the intended Consignee or its duly authorized representative/s. In such case, the forwarder is obliged to re-deliver the cargo by taking the fastest means available without additional shipment or freight cost to the Commission.

**Sec.12. Liquidated Damages** - The forwarder shall be liable for liquidated damages in case of default pursuant to the provisions of GCC and SCC, without prejudice to any action that may be undertaken by the Commission under R.A. 9184; Provided, that the forwarder shall not be responsible for any failure to comply with, or for any delay in the performance of its functions under the terms of its contract with the Commission where failure or delay was due to cause/causes beyond the forwarder's reasonable control, including but not limited to, acts of God or known public enemy, war, riot, embargo, fire, explosion, sabotage, flood, accident and any other similar or analogous causes.

**Sec.13. Loss of cargo** - Cargo lost or stolen when in the custody of the forwarder shall be compensated by the forwarder to the COMELEC in an amount equal to the value of the cargo lost, based on the declared value in the Bill of Lading.

**Sec.14. Notice of loss**- The liability of the forwarder for any loss, theft, damage or for any other similar cause shall be governed by existing, pertinent and relevant laws on the matter. However, in case of loss or theft of the cargo, the forwarder shall notify the COMELEC immediately from forwarder's discovery of such loss or theft.

**Sec.15. Charging of rates**- In the quotation of rates, the following general parameters shall be considered in the bid offers:

**15.1. Per kilogram or actual volumetric weight**, for cargo movement using air, sea or land transportation, whichever is higher.

Volumetric weight of cargoes shall be computed according to International Airfreight Transportation Association (IATA) standard, which is volume weight in kilos equals length x width x height in centimeter (cm.) divided by 3,500.

**15.2. Collective/Single Billing Policy.** For purposes of billing, all consignees situated within the same jurisdiction, as defined in Sec. 2.4 and enumerated in the Shipping Guide (Annex \_\_\_\_), shall be billed as one.

**Sec. 16. Reportorial Requirements.** The day after each delivery, the forwarder should submit a clear/ legible copy of duly accomplished Bills of Lading, with signature over legibly written printed name including the date and time the cargo was actually received by the consignee and official designation of the recipient, including its summary report to the Secretariat of the PSC at the Foreign Surface Mail Distribution Center, Port Area, Manila. The summary report shall show the following data: the Bills of Lading Code or Number, date and time the cargo was picked up, weight, date and time received by the consignee and the name and position of the actual recipient of the shipment.

Said report is a prerequisite for Billing/claims/collection of the services rendered.

**Sec. 17. The Requirements for the claim of payments** for services rendered are the following.

**Sec.17.1 For billing purposes,** the supplied pro-forma billing form shall be utilized in the submission of billings for ease and expediency in the review and for uniformity of billing presentations. The billing presentation shall primarily show, the Bills of Lading Code or Number, pick-up date, weight, the consolidation of the cargoes for out of town deliveries, date and time received by consignee, the rate of the winning bidder and the cost in the manner as stipulated in this Terms of Reference (TOR), Bidding Documents, Service Contract and other agreed additional basis by the COMELEC and the forwarder such as deviation of routes and other special cases, if applicable;

**Sec. 17.2 Original (white) Bill of Lading** - It must be duly accomplished, with signature over legibly written printed name including the date and time the cargo was actually received by the consignee and the official designation of the recipient. If the cargoes were received by the consignee's duly authorized representative, the latter should have a permanent status of appointment; otherwise, a written authority for the authorized representative of the consignee shall be included in the supporting documents to be submitted;

**Sec. 17.3 Certification from the PSC on the issuance of Bills of Lading and cargoes for delivery subject of the billings of the claimant forwarder;**

**Sec.17.4 Service Contract, Comelec Resolution, Notice of Award, Authority to Ship and/or other similar documents;**

**Sec.17.5. Written Authority or confirmation to special transactions;** such as deviation on the delivery other than the usual routes, if applicable; and

**Sec. 17.6 Other documents as required** in the usual auditing rules and procedures.

**Sec. 18. Notices, correspondence, etc.** - Because time is of the essence, any notice required under the contract or agreement shall be deemed given or served, if and when personally delivered in writing or faxed to the party or its designated agent/ representative. Notices shall be addressed as follows:

For the COMELEC:

Commission on Elections  
Postigo Street  
Intramuros, Manila  
Telefax: (02) 5239798 and 5270721  
Email: asd@comelec.gov.ph

Attention: **Director J. THADDEUS P. HERNAN**  
*Chairman, Packing and Shipping Committee*

18.1. All notices, requests, consents and other documents ("Notices") shall be deemed served or given if:

a) personally served by delivery and duly received at the address of the party to whom the Notice is given between the hours of 8:00 a.m. and 8:00 p.m. on any business day; and

b) successfully sent by facsimile or email during business hours of any business day;

A party may change its address for purposes of receiving Notices and other communications upon prior notice/advise to the other party.

## SHIPPING GUIDE

REGIONS/PROVINCE/ CITIES/MUNICIPALITIES	ADDRESSEE
<b>CAR</b>	
1 ABRA	PES/PT, BANGUED, ABRA
2 APAYAO	PES/PT, LUNA, APAYAO
<b>Priority Areas</b> 1. Conner, Apayao	c/o RED, TUGUEGARAO CITY
2. Kabugao, Apayao	
3 BENGUET	PES, BAGUIO CITY PT, LA TRINIDAD, BENGUET
1. Baguio City	CEO/CT, BAGUIO CITY
4 IFUGAO	PES/PT, LAGAWE IFUGAO
5 KALINGA	PES/PT, TABUK CITY
1. Tabuk City	CEO/CT, TABUK CITY
6 MOUNTAIN PROVINCE	PES/PT, BONDOC, MOUNTAIN PROVINCE
<b>REGION - I</b>	
1 ILOCOS NORTE	PES/PT, LAOAG CITY
1. LAOAG CITY	CEO/CT, LAOAG CITY
2. BATAK CITY	CEO/CT, BATAK CITY
2 ILOCOS SUR	
1st Legislative District	PES/PT, VIGAN CITY
2nd Legislative District	c/o CEO/CT, CANDON CITY
1. VIGAN CITY	CEO/CT, VIGAN CITY
2. CANDON CITY	CEO/CT, CANDON CITY
3 LA UNION	PES/PT, SAN FERNANDO CITY
1. SAN FERNANDO CITY	CEO/CT, SAN FERNANDO CITY
4 PANGASINAN	PES, DAGUPAN CITY PT, LINGAYEN, PANGASINAN
1. ALAMINOS CITY	CEO/CT, ALAMINOS CITY
2. DAGUPAN CITY	CEO/CT, DAGUPAN CITY
3. URDANETA CITY	CEO/CT, URDANETA CITY
4. SAN CARLOS CITY	CEO/CT, SAN CARLOS CITY
<b>REGION - II</b>	
1 BATANES	PES/PT, BASCO, BATANES
2 NUEVA VIZCAYA	PES/PT, BAYOMBONG, NUEVA VIZCAYA
3 QUIRINO	PES/PT, CABARROGUIS, QUIRINO
4 CAGAYAN	PES/PT, TUGUEGARAO CITY
1. TUGUEGARAO CITY	CEO/CT, TUGUEGARAO CITY
<b>Priority Areas</b>	
A. The Chairman Board of Election Inspector	
1. Fuga Island, Aparri, Cagayan	c/o EO/MT, APARRI, CAGAYAN
2. Camiguin Island, Calayan, Cagayan	c/o EO/MT, CALAYAN, CAGAYAN
3. Dalupiri Island, Calayan, Cagayan	
4. Babuyan Claro Island, Cagayan	
B. Calayan, Cagayan	EO/MT, CALAYAN, CAGAYAN
C. Aparri, Cagayan	EO/MT, APARRI, CAGAYAN
D. Gattaran, Cagayan	EO/MT, GATTARAN, CAGAYAN
5 ISABELA	PES/PT, ILAGAN, ISABELA
1. SANTIAGO CITY	CEO/CT, SANTIAGO CITY
2. CAUAYAN CITY	CEO/CT, CAUAYAN CITY
<b>REGION - III</b>	
1 BATAAN	PES/PT, BALANGA CITY
1. BALANGA CITY	CEO/CT, BALANGA CITY
2 BULACAN	PES/PT, MALOLOS CITY
1. MALOLOS CITY	CEO/CT, MALOLOS CITY

## SHIPPING GUIDE

REGIONS/PROVINCE/ CITIES/MUNICIPALITIES	ADDRESSEE
2. MEYCAUAYAN CITY	CEO/CT, MEYCAUAYAN CITY
3. SAN JOSE DEL MONTE	CEO/CT, SAN JOSE DEL MONTE CITY
3 NUEVA ECIJA	PES, CABANATUAN CITY PT, PALAYAN CITY
1. CABANATUAN CITY	CEO/CT, CABANATUAN CITY
2. GAPAN CITY	CEO/CT, GAPAN CITY
3. SAN JOSE CITY	CEO/CT, SAN JOSE CITY
4. SCIENCE CITY OF MUÑOZ	CEO/CT, SCIENCE CITY OF MUÑOZ
5. PALAYAN CITY	CEO/CT, PALAYAN CITY
4 PAMPANGA	PES/PT, SAN FERNANDO CITY
1. SAN FERNANDO CITY	CEO/CT, SAN FERNANDO CITY
2. ANGELES CITY	CEO/CT, ANGELES CITY
5 TARLAC	PES/PT, TARLAC CITY
1. TARLAC CITY	CEO/CT, TARLAC CITY
6 ZAMBALES	PES/PT, IBA, ZAMBALES
1. OLONGAPO CITY	CEO/CT, OLONGAPO CITY
7 AURORA	PES/PT, BALER, AURORA
<b>Priority Area</b>	
1. Dingalan, Aurora	c/o PES, CABANATUAN CITY ( <i>Non-Accountable</i> ) c/o PT, BALER, AURORA ( <i>Accountable</i> )
<b>REGION - IVA</b>	
1 BATANGAS	PES/PT, BATANGAS CITY
1. BATANGAS CITY	CEO/CT, BATANGAS CITY
2. LIPA CITY	CEO/CT, LIPA CITY
3. TANAUAN CITY	CEO/CT, TANAUAN CITY
2 CAVITE	PES/PT, TRECE MARTIRES CITY
1. TRECE MARTIRES CITY	CEO/CT, TRECE MARTIRES CITY
2. TAGAYTAY CITY	CEO/CT, TAGAYTAY CITY
3. CAVITE CITY	CEO/CT, CAVITE CITY
4. DASMARIÑAS CITY	CEO/CT, DASMARIÑAS CITY
3 LAGUNA	PES/PT, STA. CRUZ, LAGUNA
1. SAN PABLO CITY	CEO/CT, SAN PABLO CITY
2. CALAMBA CITY	CEO/CT, CALAMBA CITY
3. STA. ROSA CITY	CEO/CT, STA. ROSA CITY
4 QUEZON	PES/PT, LUCENA CITY
1. LUCENA CITY	CEO/CT, LUCENA CITY
2. TAYABAS CITY	CEO/CT, TAYABAS CITY
<b>Priority Areas</b>	
A. 1. Jomalig, Quezon	c/o EO/MT, REAL, QUEZON
2. Patnanunga, Quezon	
3. Burdeos, Quezon	
4. Polillo, Quezon	
5. Real, Quezon	
B. 1. General Nakar, Quezon	c/o EO/MT, INFANTA, QUEZON
2. Panukulan, Quezon	
3. Infanta, Quezon	
C. 1. Perez, Quezon	c/o EO/MT, ATIMONAN, QUEZON
2. Alabat, Quezon	
3. Atimonan, Quezon	
D. 1. Gumaca, Quezon	c/o EO/MT, GUMACA, QUEZON
2. Quezon, Quezon	



## SHIPPING GUIDE

REGIONS/PROVINCE/ CITIES/MUNICIPALITIES	ADDRESSEE
<i>E. 1. Lucban, Quezon</i>	EO/MT, LUCBAN, QUEZON
<i>2. Mauban, Quezon</i>	EO/MT, MAUBAN, QUEZON
<i>3. Sampalok, Quezon</i>	EO/MT, SAMPALOK, QUEZON
5 RIZAL	PES, Rizal Provincial Jail Compound, Dolores Tikling, Taytay, RIZAL
1. ANTIPOLO CITY	PT, YNARES CENTER, ANTIPOLO CITY
1. ANTIPOLO CITY	CEO/CT, ANTIPOLO CITY
<b>REGION - IVB</b>	
1 MARINDUQUE	PES/PT, BOAC, MARINDUQUE
2 OCCIDENTAL MINDORO	PES/PT, MAMBURAO, OCC. MINDORO
<b>Priority Areas</b>	
<i>1. Calintaan, Occ. Mindoro</i>	c/o EO/MT, SAN JOSE, OCCIDENTAL MINDORO
<i>2. Magsaysay, Occ. Mindoro</i>	
<i>3. Rizal, Occ. Mindoro</i>	
<i>4. San Jose, Occ. Mindoro</i>	
<i>5. Looc, Occidental Mindoro</i>	c/o EO/MT, Lubang, Occidental Mindoro
<i>6. Lubang, Occidental Mindoro</i>	EO/MT, Lubang, Occidental Mindoro
3 ORIENTAL MINDORO	PES/PT, CALAPAN CITY
1. CALAPAN CITY	CEO/CT, CALAPAN CITY
4 ROMBLON	PES/PT, ROMBLON, ROMBLON
<b>Priority Areas</b>	
<i>A 1. Alcantra</i>	c/o EO/MT, SAN AGUSTING, ROMBLON
<i>2. Calatrava</i>	
<i>3. Sta. Maria</i>	
<i>4. Ferrol</i>	
<i>5. Loc</i>	
<i>6. Odiongan</i>	
<i>7. San Agustin</i>	
<i>8. San Andres</i>	
<i>9. San Jose</i>	
<i>10. Sta. Fe</i>	
<i>B 1. Concepcion, Romblon</i>	c/o PES/PT, CALAPAN CITY
5 PALAWAN	PES/PT, PUERTO PRINCESA CITY
1. PUERTO PRINCESA CITY	CEO/CT, PUERTO PRINCESA CITY
<b>Priority Areas</b>	
<i>A 1. Coron, Palawan</i>	c/o EO/MT, CORON, PALAWAN
<i>2. Linapaca, Palawan</i>	
<i>3. Busuanga, Palawan</i>	
<i>4. Culion, Palawan</i>	
<i>B. (1. Cuyo, Palawan</i>	c/o EO/MT, CUYO, PALAWAN
<i>2. Magsaysay, Palawan</i>	
<i>3. Agutaya, Palawan</i>	
<i>C 1. Bataraza, Palawan</i>	c/o EO/MT, BATARAZA, PALAWAN
<i>2. Balabac, Palawan</i>	
<b>REGION - V</b>	
1 ALBAY	PES/PT, LEGASPI CITY
1. LEGASPI CITY	CEO/CT, LEGASPI CITY
2. TABACO CITY	CEO/CT, TABACO CITY
3. LIGAO CITY	CEO/CT, LIGAO CITY
2 CAMARINES NORTE	PES/PT, DAET, CAMARINES NORTE

## SHIPPING GUIDE

REGIONS/PROVINCE/ CITIES/MUNICIPALITIES	ADDRESSEE
3 CAMARINES SUR	PES/PT, PILI, CAMARINES SUR
1. IRIGA CITY	CEO/CT, IRIGA CITY
2. NAGA CITY	CEO/CT, NAGA CITY
4 CATANDUANES	PES/PT, VIRAC, CATANDUANES
5 MASBATE	PES/PT, MASBATE CITY
1. MASBATE CITY	CEO/CT, MASBATE CITY
6 SORSOGON	PES/PT, SORSOGON CITY
1. SORSOGON CITY	CEO/CT, SORSOGON CITY
2. BACON DISTRICT	c/o CEO/CT, SORSOGON CITY
<b>REGION - VI</b>	
1 AKLAN	PES/PT, KALIBO, AKLAN
2 ANTIQUE	PES/PT, SAN JOSE, ANTIQUE
3 CAPIZ	PES/PT, ROXAS CITY
1. ROXAS CITY	CEO/CT, ROXAS CITY
4 ILOILO	PES/PT, ILOILO CITY
1. ILOILO CITY	CEO/CT, ILOILO CITY
2. PASSI CITY	CEO/CT, PASSI CITY
5 GUIMARAS	PES/PT, JORDAN, GUIMARAS
6 NEGROS OCCIDENTAL	PES/PT, BACOLOD CITY
1. BAGO CITY	CEO/CT, BAGO CITY
2. KABANKALAN CITY	CEO/CT, KABANKALAN CITY
3. CADIZ CITY	CEO/CT, CADIZ CITY
4. LA CARLOTA CITY	CEO/CT, LA CARLOTA CITY
5. SAN CARLOS CITY	CEO/CT, SAN CARLOS CITY
6. SILAY CITY	CEO/CT, SILAY CITY
7. BACOLOD CITY	CEO/CT, BACOLOD CITY
8. SAGAY CITY	CEO/CT, SAGAY CITY
9. VICTORIAS CITY	CEO/CT, VICTORIAS CITY
10. TALISAY CITY	CEO/CT, TALISAY CITY
11. HIMAMAYLAN CITY	CEO/CT, HIMAMAYLAN CITY
12. ESCANTE CITY	CEO/CT, ESCANTE CITY
13. SIPALAY CITY	CEO/CT, SIPALAY CITY
<b>REGION - VII</b>	
1 BOHOL	PES/PT, TAGBILARAN CITY
1. TAGBILARAN CITY	CEO/CT, TAGBILARAN CITY
2 CEBU	PES/PT, CEBU CITY
1. TOLEDO CITY	CEO/CT, TOLEDO CITY
2. MANDAUE CITY	CEO/CT, MANDAUE CITY
3. TALISAY CITY	CEO/CT, TALISAY CITY
4. LAPU-LAPU CITY	CEO/CT, LAPU-LAPU CITY
5. DANAOG CITY	CEO/CT, DANAOG CITY
6. CEBU CITY	
1st District	CEO/CT, 1st District, CEBU CITY
2nd District	CEO/CT, 2ns District, CEBU CITY
7. BOGO CITY	CEO/CT, BOGO CITY
8. CARCAR CITY	CEO/CT, CARCAR CITY
9. NAGA CITY	CEO/CT, NAGA CITY
3 NEGROS ORIENTAL	PES/PT, DUMAGUETE CITY
1. DUMAGUETE CITY	CEO/CT, DUMAGUETE CITY
2. CANLAON CITY	CEO/CT, CANLAON CITY
3. BAIS CITY	CEO/CT, BAIS CITY
4. BAYAWAN CITY	CEO/CT, BAYAWAN CITY

## SHIPPING GUIDE

REGIONS/PROVINCE/ CITIES/MUNICIPALITIES	ADDRESSEE
5. TANJAY CITY	CEO/CT, TANJAY CITY
6. GUIHULNGAN CITY	CEO/CT, GUIHULNGAN CITY
4 SIQUIJOR	PES/PT, SIQUIJOR, SIQUIJOR
<b>REGION - VIII</b>	
1 EASTERN SAMAR	PES/PT, BORONGAN CITY
1. BORONGAN CITY	CEO/CT, BORONGAN CITY
2 LEYTE	PES/PT, TACLOBAN CITY
1. TACLOBAN CITY	CEO/CT, TACLOBAN CITY
2. ORMOC CITY	CEO/CT, ORMOC CITY
3. BAYBAY CITY	CEO/CT, BAYBAY CITY
3 NORTHERN SAMAR	PES/PT, CATARMAN, NORTHERN SAMAR
4 SAMAR	PES/PT, CATBALOGAN CITY
1. CALBAYOG CITY	CEO/CT, CALBAYOG CITY
2. CATBALOGAN CITY	CEO/CT, CATBALOGAN CITY
5 SOUTHERN LEYTE	PES/PT, MAASIN CITY
1. MAASIN CITY	CEO/CT, MAASIN CITY
6 BILIRAN	PES/PT, NAVAL, BILIRAN
<b>REGION - IX</b>	
ISABELA CITY	CEO/CT, ISABELA CITY
1 ZAMBOANGA DEL NORTE	PES/PT, DIPOLOG CITY
1. DAPITAN CITY	CEO/CT, DAPITAN CITY
2. DIPOLOG CITY	CEO/CT, DIPOLOG CITY
<b>Priority Areas:</b>	
1. Baliguian, Zamboanga del Norte	} d/o RED, ZAMBOANGA CITY
2. Siocon, Zamboanga del Norte	
3. Sirawai, Zamboanga del Norte	
4. Sibuco, Zamboanga del Norte	
2 ZAMBOANGA DEL SUR	PES/PT, PAGADIAN CITY
1. PAGADIAN CITY	CEO/CT, PAGADIAN CITY
2. ZAMBOANGA CITY	CEO/CT, ZAMBOANGA CITY
1st district	CEO/CT, 1st District, Zamb. City
2nd District	CEO/CT, 2nd District, Zamb. City
3 ZAMBOANGA SIBUGAY	PES/PT, IPIL, ZAMBOANGA SIBUGAY
<b>Priority Areas:</b>	
1. Talusan, Zamb. Sibugay	} d/o RED, ZAMBOANGA CITY
2. Olutanga, Zamb. Sibugay	
3. Mabuhay, Zamb. Sibugay	
<b>REGION - X</b>	
1 BUKIDNON	PES/PT, MALAYBALAY CITY
1. MALAYBALAY CITY	CEO/CT, MALAYBALAY CITY
2. VALENCIA CITY	CEO/CT, VALENCIA CITY
2 CAMIGUIN	PES/PT, MAMBAJAO, CAMIGUIN
3 MISAMIS OCCIDENTAL	PES/PT, OROQUIETA CITY
1. TANGUB CITY	CEO/CT, TANGUB CITY
2. OROQUIETA CITY	CEO/CT, OROQUIETA CITY
3. OZAMIS CITY	CEO/CT, OZAMIS CITY
4 MISAMIS ORIENTAL	PES/PT, CAGAYAN DE ORO CITY
1. GINGOOG CITY	CEO/CT, GINGOOG CITY
2. CAGAYAN DE ORO CITY	CEO/CT, CAGAYAN DE ORO CITY
3. EL SALVADOR CITY	CEO/CT, EL SALVADOR CITY
5 LANA DEL NORTE	PES, ILIGAN CITY
	PT, TUBOD, LANA DEL NORTE

## SHIPPING GUIDE

REGIONS/PROVINCE/ CITIES/MUNICIPALITIES	ADDRESSEE
1. ILIGAN CITY	CEO/CT, ILIGAN CITY
<b>REGION - XI</b>	
1 DAVAO DEL NORTE	PES/PT, TAGUM CITY
1. TAGUM CITY	CEO/CT, TAGUM CITY
2. PANABO CITY	CEO/CT, PANABO CITY
3. ISLAND GARDEN CITY OF SAMAL	
1. Babak District	CEO/CT, Babak District, IGCS
2. Kaputian District	CEO/CT, Kaputian District, IGCS
3. Samal District	CEO/CT, Samal District, IGCS
2 DAVAO DEL SUR	PES/PT, DIGOS CITY
1. DIGOS CITY	CEO/CT, DIGOS CITY
2. DAVAO CITY	CEO/CT, DAVAO CITY
1st District	CEO/CT, 1st District, Davao City
2nd District	CEO/CT, 2nd District, Davao City
3rd District	CEO/CT, 3rd District, Davao City
3 DAVO ORIENTAL	PES/PT, MATI CITY
1. MATI CITY	CEO/CT, MATI CITY
4 COMPOSTELA VALLEY	PES/PT, NABUNTURAN, COMPOSTELA VALLEY
<b>REGION - XII</b>	
1. COTABATO CITY	CEO/CT, COTABATO CITY
1 NORTH COTABATO	PES/PT, KIDAPAWAN CITY
1. KIDAPAWAN CITY	CEO/CT, KIDAPAWAN CITY
2 SOUTH COTABATO	PES/PT, KORONADAL CITY
1. KORONADAL CITY	CEO/CT, KORONADAL CITY
2. GENERAL SANTOS CITY	CEO/CT, GENERAL SANTOS CITY
3 SULTAN KUDARAT	PES/PT, ISULAN, SULTAN KUDARAT
1. TACURONG CITY	CEO/CT, TACURONG CITY
4 SARANGANI	PES/PT, ALABEL, SARANGANI
<b>CARAGA</b>	
1 AGUSAN DEL NORTE	PES/PT, BUTUAN CITY
1. BUTUAN CITY	CEO/CT, BUTUAN CITY
2. CABADBARAN CITY	CEO/CT, CABADBARAN CITY
2 AGUSAN DEL SUR	PES, SAN FRANCISCO, AGUSAN DEL SUR PT, PROSPERIDAD, AGUSAN DEL SUR
1. BAYUGAN CITY	CEO/CT, BAYUGAN CITY
3 DINAGAT ISLAND	c/o PES/PT, SURIGAO CITY
4 SURIGAO DEL NORTE	PES/PT, SURIGAO CITY
1. SURIGAO CITY	CEO/CT, SURIGAO CITY
5 SURIGAO DEL SUR	PES/PT, TANDAG CITY
1. TANDAG CITY	CEO/CT, TANDAG CITY
2. BISLIG CITY	CEO/CT, BISLIG CITY
<b>Priority Areas:</b>	
1. Hinatuan, Surigao Del Sur	c/o CEO/CT, BISLIG CITY
2. Lingig, Surigao Del Sur	
3. Barobo, Surigao Del Sur	
4. Llanga, Surigao Del Sur	
5. Tagbina, Surigao Del Sur	
<b>ARMM</b>	
1 BASILAN	PES/PT, ISABELA CITY
1. LAMITAN CITY	CEO/CT, LAMITAN CITY
2 MAGUINDANAO	PES, COTABATO CITY PT, SHARIFF AGUAK, MAGUINDANAO

## SHIPPING GUIDE

REGIONS/PROVINCE/ CITIES/MUNICIPALITIES	ADDRESSEE
3 LANA DEL SUR	PES/PT, MARAWI CITY
1. MARAWI CITY	CEO/CT, MARAWI CITY
<b>Priority Areas:</b>	
1. <i>Bumbaran, Lanao Del Sur</i>	SENT DIRECT (EO/MT, Bumbaran, LDS)
2. <i>Wao, Lanao Del Sur</i>	SENT DIRECT (EO/MT, Wao, LDS)
4 SULU	PES/PT, JOLO, SULU
5 TAWI-TAWI	PES/PT, BONGAO, TAWI-TAWI
<b>NATIONAL CAPITAL REGION</b>	
1 CITY OF MANILA	CEO/CT, CITY OF MANILA
1st District	SENT DIRECT
2nd District	SENT DIRECT
3rd District	SENT DIRECT
4th District	SENT DIRECT
5th District	SENT DIRECT
6th District	SENT DIRECT
2 QUEZON CITY	CEO/CT, QUEZON CITY
1st District	SENT DIRECT
2nd District	SENT DIRECT
3rd District	SENT DIRECT
4th District	SENT DIRECT
3 KALOOKAN CITY	CEO/CT, KALOOKAN CITY
1st District	SENT DIRECT
2nd District	SENT DIRECT
4 MAKATI CITY	CEO/CT, MAKATI CITY
1st District	SENT DIRECT
2nd District	SENT DIRECT
5 PASAY CITY	CEO/CT, PASAY CITY
1st District	SENT DIRECT
2nd District	SENT DIRECT
6 LAS PIÑAS CITY	CEO/CT, LAS PIÑAS CITY
7 MANDALUYONG CITY	CEO/CT, MANDALUYONG CITY
8 MARIKINA CITY	CEO/CT, MARIKINA CITY
9 MUNTINLUPA CITY	CEO/CT, MUNTINLUPA CITY
10 PASIG CITY	CEO/CT, PASIG CITY
11 PARANAQUE CITY	CEO/CT, PARAÑAQUE CITY
12 VALENZUELA CITY	CEO/CT, VALENZUELA CITY
13 MALABON CITY	CEO/CT, MALABON CITY
14 NAVOTAS CITY	CEO/CT, NAVOTAS CITY
15 TAGUIG CITY	CEO/CT, TAGUIG CITY
16 SAN JUAN CITY	CEO/CT, SAN JUAN CITY
17 PATEROS	EO/MT, PATEROS, METRO MANILA