



Philippine Rice Research Institute
Central Experiment Station
Maligaya, Science City of Muñoz, 3119 Nueva Ecija

Quality Rice. Quality Life.

BIDDING DOCUMENT
FOR THE
PROCUREMENT OF ONE (1) LOT PROVISION OF
SECURITY SERVICES FOR PHILRICE CES (CY 2021)
PB 21-01-05

Table of Contents

| | |
|---|-----------|
| Section I. Invitation to Bid..... | 3 |
| Section II. Instructions to Bidders | 7 |
| 1. Scope of Bid..... | 8 |
| 2. Funding Information | 8 |
| 3. Bidding Requirements | 8 |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices | 8 |
| 5. Eligible Bidders | 8 |
| 6. Origin of Goods | 9 |
| 7. Subcontracts..... | 9 |
| 8. Pre-Bid Conference..... | 9 |
| 9. Clarification and Amendment of Bidding Documents | 9 |
| 10. Documents comprising the Bid: Eligibility and Technical Components..... | 10 |
| 11. Documents comprising the Bid: Financial Component | 10 |
| 12. Bid Prices | 10 |
| 13. Bid and Payment Currencies..... | 11 |
| 14. Bid Security | 11 |
| 15. Sealing and Marking of Bids | 11 |
| 16. Deadline for Submission of Bids | 12 |
| 17. Opening and Preliminary Examination of Bids | 12 |
| 18. Domestic Preference | 12 |
| 19. Detailed Evaluation and Comparison of Bids..... | 12 |
| 20. Post-Qualification | 13 |
| 21. Signing of the Contract | 13 |
| Section III. Bid Data Sheet | 14 |
| Section IV. General Conditions of Contract | 17 |
| 1. Scope of Contract..... | 18 |
| 2. Advance Payment and Terms of Payment | 18 |
| 3. Performance Security..... | 18 |
| 4. Inspection and Tests..... | 18 |
| 5. Warranty | 18 |
| 6. Liability of the Supplier | 19 |
| Section V. Special Conditions of Contract..... | 20 |
| Section VI. Schedule of Requirements..... | 22 |
| Section VII. Technical Specifications | 23 |
| Section VIII. Checklist of Technical and Financial Documents | 27 |
| Section IX. Bidding Forms | 30 |
| 1. Bid Form | 31 |
| 2. Price Schedule for Goods Offered from Abroad..... | 32 |
| 3. Price Schedule for Goods Offered from within the Philippines | 33 |
| 4. Contract Agreement | 34 |
| 5. Omnibus Sworn Statement | 36 |
| 6. Bid Securing Declaration | 38 |
| 7. Performance Securing Declaration | 39 |

Section I. Invitation to Bid

INVITATION TO BID
FOR THE PROCUREMENT OF ONE (1) LOT PROVISION OF SECURITY SERVICES FOR
PHILRICE CES CY 2021 (PB 21-01-05)

1. The **Philippine Rice Research Institute**, through the **2021 Corporate Fund Budget and as part of the Early Procurement Activities**, *intends* to apply the sum of **EIGHT MILLION SEVEN HUNDRED THREE THOUSAND FIVE HUNDRED PESOS ONLY (Php 8,703,500.00)** being the ABC to payments under the contract for the **PROCUREMENT OF ONE (1) LOT PROVISION OF SECURITY SERVICES FOR PHILRICE CES (PB 21-01-05)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Rice Research Institute** now invites bids for the above Procurement Project. Delivery of the Goods is required within the period specified in the Schedule of Requirements. Bidders should have completed, within **two (2) 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 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. 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 No. 5183.
4. Prospective Bidders may obtain further information from *PhilRice* through telecommunication or video conferencing during office hours and inspect the Bidding Documents at the PhilGEPS and PhilRice websites. (Please refer to the schedule below).
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of **Eight Thousand Seven Hundred Pesos Only (Php 8,700.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees either by facsimile, or through other electronic means.

We encourage bidders to download the bidding documents through PhilGEPS or the PhilRice website and pay through bank. Please coordinate with the BAC Secretariat through the email address and contact number given below for the bank details and procedure.
6. The Philippine Rice Research Institute will hold a Pre-Bid Conference through video conferencing or webcasting via zoom/webex on the date specified below which shall be open to all prospective bidders. A Personal Meeting ID will be sent through SMS or email for each participant at least one day before the event. Prospective bidders need to signify their intention to participate by sending an email to the address given below.
7. Bids must be duly received by the BAC Secretariat at the address below one (1) day before the opening of bids. (i) manual submission or through courier at the office address indicated below. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be on **December 02, 2020; 10:30AM** at the address given below via Zoom/Webex. Bids will be opened in the presence of the bidder's representatives who choose to attend the activity.

9. The **Philippine Rice Research Institute** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. Please refer to the following schedule of activities:

| Activity | Date/Time | Remarks |
|--|---|--|
| Acceptance of queries through telephone or video call with the BAC Secretariat | November 12-13, 16-20, 23-27 ,30 and December 1, 2020 8:00AM to 12:00 noon | Queries on the bidding documents only. Queries on the technical specifications should be in formal writing sent through email or fax, addressed to the BAC Chairperson through the BAC Secretariat. |
| Availability of Bidding documents and acceptance of Payment | November 12 to December 02, 2020 | Downloadable through PhilGEPS, PhilRice Website and can be requested through email. Please call the BAC Secretariat for the procedures on online payment |
| Pre-Bid Conference | November 19, 2020 Roll Call: 9:00AM Meeting Proper: 9:30 AM | Interested bidders shall signify intention to bid through email. A Personal Meeting ID will be sent through email to confirmed participants. |
| Deadline for the submission of bids | On or before December 01, 2020 5:00PM | Through personal delivery or through courier at the BAC Secretariat Office. |
| Bid Opening | December 02, 2020 Meeting Proper: 10:30 AM | A Personal Meeting ID will be sent to participants who submitted bid proposals on time. |

For further information, please refer to:

THE BAC SECRETARIAT
 Procurement Management Division
 Philippine Rice Research Institute
 Maligaya, Science City of Munoz, Nueva Ecija
 Telefax: (044) 456-0650
 Mobile No. 09209135104
 Website: www.philrice.gov.ph

You may visit the following websites:
 For downloading of Bidding Documents:
www.philrice.gov.ph and www.philgeps.gov.ph
 Date: October 13, 2020

GENARO S. RILLON
 Chairperson, BAC for Goods and Services

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Rice Research Institute – Central Experiment Station as part of the 2021 Early Procurement Activities** wishes to receive Bids for the **Provision of One (1) Lot Security Services for PhilRice CES under (PB 21-01-07)**

The Procurement Project (referred to herein as “Project”) is composed of **Provision of Security Services for PhilRice CES**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2021 Corporate Fund Budget** in the amount of **Eight Million Seven Hundred Three Thousand Five Hundred and 00/100 Pesos Only (Php 8,703,500.00)**.

2.2. The source of funding is:

a. The **2021 General Appropriations Act** or Special Appropriations.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2.

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. 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;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Non Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least **fifty percent (50%)** of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **see the Schedule of activities above** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, **at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.**

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting

Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. 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);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (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.
 - i.** The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. 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.
- 13.2. Payment of the contract price shall be made in:
 - a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid **for 120 calendar days from the date of opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

Bidders shall enclose their original eligibility and technical documents 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”.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or

any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|------------|--|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Provision of Security Services for PhilRice CES under (PB 21-01-07) b. Completed within two (2) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>No further instructions.</i> |
| 10 | <p>A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid liable for rejection.</p> <p>Proof of evidence: The supplier must provide evidence that the specifications are met through:</p> <ul style="list-style-type: none"> A. Company profile – to include years in operation, liquidity, etc. B. Organizational structure C. Proposed Security Plan D. Resources <ul style="list-style-type: none"> 1. List of licensed firearms 2. Communication devices 3. Motor vehicles and other security equipment, 4. List of licensed guards with photocopy of license. E. Recruitment and Selection Process F. Performance Evaluation Procedure G. Certificate of undertaking to abide in the conditions required in the Qualification Standards of Security Guard. H. List of Clients for the past five (5) years, ongoing & completed I. Certification that the company has a good standing in remittance of Philhealth, SSS, Insurance (Life & Accident) benefits of security guards. |
| 12 | <p>The price of the Goods shall be quoted DDP and deliver to Philippine Rice Research Institute, Brgy. Maligaya, Science City of Munoz, Nueva Ecija or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a The amount of not less than <u>One Hundred Seventy Four Thousand Seventy Pesos and 00/100 Only (PhP 174,070.00</u> <i>which is the amount equivalent to two percent (2%) of the ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b The amount of not less than <u>Four Hundred Thirty Five Thousand One Hudred Seventy Five Pesos and 00/100 Only (PhP 435,175.00</u> <i>which is the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond. |

| | |
|------|---|
| 19.3 | <p>The name of the Contract is PROVISION OF SECURITY SERVICES FOR PHILRICE CES</p> <p>The identification number of the Contract is PB 21-01-05</p> |
| 19.4 | <p>Grouping and Evaluation of Lots –</p> <p>Award will be one lot. Evaluation will take into consideration the track record of the company and compliance to rules and regulations.</p> |
| 20.2 | <p>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) for the last six months</p> <p>VAT Returns (Form 2550M & 2550Q) or Percentage Tax Return (2552M) with proof of payment</p> |
| 21.2 | No further instruction. |

Section IV. General Conditions of Contract

1. Scope of Contract

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. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within **ten (10) calendar** days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (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.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1

of the 2016 revised IRR of RA No. 9184.

5.2 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, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1 | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered to PhilRice, Maligaya, Science City of Munoz, Nueva Ecija. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered to PhilRice, Mailgaya, Science City of Munoz, Nueva Ecija. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <i>Deputy Executive Director for Administrative Services and Finance, Mr. Abner T. Montecalvo</i> or his authorized representative.</p> |
| 2.2 | <p>The terms of payment shall be on a monthly basis as per billing period or issuance of SOA.</p> |
| 4 | <p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> If applicable, the inspections and tests may be conducted on the premises of the Supplier at point of delivery, and/or at the goods’ final destination. If conducted on the premises of the Supplier 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. 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. 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. 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. |

Section VI. Schedule of Requirements

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

| Item no. | Description | Qty | Unit | Total ABC | Division | Delivery Period |
|----------|--|-----|------|------------------|----------|---------------------|
| 1. | <p>One lot provision of Security Services to safeguard the Offices, Experimental/Production Areas, Laboratory, Material Recovery Facility, Staff Dormitory, Training Dormitory, Housing area and the whole PhilRice compound.</p> <p>Twenty-one (21) well trained guards: 10 guards with 12-hr day shift, 11 guards with 12-hr night shift</p> <p>Contract duration: Twelve (12) Months</p> <p>With basic security equipment and devices, office equipment, vehicle, communication equipment, service firearms and ample rounds of ammunition, regular uniform & polo uniform with embroidered company logo.</p> <p>Guards to assist in traffic management during peak hours in front of gates and ensure cleanliness in their respective posts.</p> <p>Agency to provide EACH GUARD fuel allowance, heavy duty flashlight, radio, reflectorized vest, handheld blinkers. These shall be issued to each guard individually.</p> <p>Inclusive of the provision of guards during special occasions and escort services for company VIPs. The guards during special occasions will come from the off-duty guards.</p> <p>Upon request of management and as deemed expedient, the agency must be ready to respond to requests for reshuffling of guards.</p> <p>The agency must have a good standing in remittance of Philhealth, SSS and Insurance (Life & Accident) benefits of security guards.</p> <p>Relievers should be readily available in case of absence or sickness of a guard on official duty</p> | 1 | lot | Php 8,703,500.00 | ODA | Upon receipt of NTP |

SECTION VII. Technical Specifications

| Item | Specification | Statement of Compliance |
|------|--|---|
| | | <p>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 applicable laws and issuances.</p> |
| 1. | <p>One lot provision of Security Services to safeguard the Offices, Experimental/Production Areas, Laboratory, Material Recovery Facility, Staff Dormitory, Training Dormitory, Housing area and the whole PhilRice compound.</p> <p>Twenty-one (21) well trained guards: 10 guards with 12-hr day shift, 11 guards with 12-hr night shift Shifting Hours: 6AM and 6PM</p> <p>Contract duration: Twelve (12) Months</p> <p>With basic security equipment and devices, office equipment, vehicle, communication equipment, service firearms and ample rounds of ammunition, regular uniform & polo uniform with embroidered company logo.</p> <p>Guards to assist in traffic management during peak hours in front of gates and ensure cleanliness in their respective posts.</p> <p>Agency to provide EACH GUARD fuel allowance, heavy duty flashlight, radio, reflectorized vest, handheld blinkers. These shall be issued to each guard individually.</p> <p>Agency to provide ample supply of face masks, face shields, and 70% alcohol to</p> | <p>Other required security provisions:</p> <ol style="list-style-type: none">Eleven (11) units of FM portable handheld transceivers with output power of 7W.Five (5) units of 16-inch Traffic Wand 1000 Lumen Small Red LED Safety Signal Baton Work Light Flashlight with Cone Flashing Modes, Wrist Lanyard (see below) <p>16 inch Traffic Wand 1000 Lumen Small Red LED Safety Signal Baton</p> <p>3.1cm 16.1cm 3.4cm 2.8cm 2.4cm 25.5cm 41.5cm</p> |

| | | |
|--|--|--|
| | <p>its guards.</p> <p>Inclusive of the provision of guards during special occasions and escort services for company VIPs. The guards during special occasions will come from the off-duty guards.</p> <p>Upon request of management and as deemed expedient, the agency must be ready to respond to requests for reshuffling of guards.</p> <p>The agency must have a good standing in remittance of Philhealth, SSS and Insurance (Life & Accident) benefits of security guards.</p> <p>Relievers should be readily available in case of absence or sickness of a guard on official duty.</p> | |
| | <p>Qualifications of Security Personnel to be assigned/detailed in PhilRice:</p> <ul style="list-style-type: none"> • For Officer: college graduate with at least 10 years' security management experience; for regular guard: high school graduate with security guard experience of five (5) years. • Graduate of Basic Security Course; • With valid security guard's license to exercise profession or SOSIA Accredited • At least 5'4" in height and weighs 60 to 90kls for male and 5" in height and weighs 50 to 70 for female. • Physically and mentally fit (supported by a medical certificate); • Neuro-psychiatric clearance validated by PNP health service; drug test; NBI clearance; • Able to write spot and blotter report/s • Good moral reputation (supported by barangay certificate) • With positive attitude, courteous & alert, peacemaker, emotionally stable even under pressure • Not related up to third degree of affinity and consanguinity to any PhilRice staff and up to second degree for co-security guards; • Training and knowledge on emergency | |

| | | |
|--|--|--|
| | <p>preparedness (fire and earthquake) and traffic management are preferred.</p> <p>Age of not less than 20 and not more than 50 years old (per RA 5487)</p> | |
| | <p>Qualifications of the Agency:</p> <ol style="list-style-type: none"> 1. The Agency must be in operation for five (5) years and above with two (2) years experience in providing security services to government institution of the same area or scope (land area & number of buildings); 2. The Agency preferably must have an office located within Nueva Ecija complete with communication devices like telephone, fax machine, computer, internet connection, camera and other office equipment; 3. The Agency must have a base Radio Communication Station duly licensed and authorized by the National Telecommunication Commission; 4. The Agency can readily respond to PRRI's need for vehicle during emergencies and official activities. 5. The Agency is capable to conduct security assessment and prepare and execute a Security Plan and Program in response to disaster (natural and man-made), violence, and terror activities. | |
| | <p>Other inclusions: The security agency shall provide these equipment but not limited to the following:</p> <ol style="list-style-type: none"> 1. Functional firearms: kind and number of firearms shall form part of the security plan submitted by the bidder 2. Per security guard on post: hand cuffs, hand-held radio, rattan truncheon, flash light, tear gas, whistle 3. For the security office: 1 unit desktop or laptop computer with printer, necessary office supplies, 1 unit typewriter (in case of power cutoff), 1 unit electric fan, 1 unit digital camera for documentation <p>Communication allowance for Detachment Commander</p> <ol style="list-style-type: none"> 4. One under-chassis mirror (for the main gate) 5. One metal detector (for the main building) 6. Rechargeable lamps (as many as deemed needed) | |

| | | |
|--|--|--|
| | <p>7. Traffic management gears (for main gate and second gate; two guards in each gate)</p> <p>8. First Aid kits (at least two)</p> | |
| | <p>EVIDENCE FOR SUBMISSION DURING THE OPENING OF BIDS:</p> <p>A. Company profile – to include years in operation, liquidity, etc.</p> <p>B. Organizational structure</p> <p>C. Proposed Security Plan</p> <p>D. Resources</p> <ol style="list-style-type: none"> 1. List of licensed firearms 2. Communication devices 3. Motor vehicles and other security equipment, 4. List of licensed guards with photocopy of license. <p>E. Recruitment and Selection Process</p> <p>F. Performance Evaluation Procedure</p> <p>G. Certificate of undertaking to abide in the conditions required in the Qualification Standards of Security Guard.</p> <p>H. List of Clients for the past five (5) years, ongoing & completed</p> <p>I. Certification that the company has a good standing in remittance of Philhealth, SSS, Insurance (Life & Accident) benefits of security guards.</p> | |
| | <p>OTHER REQUIREMENTS UNDER LEGAL DOCUMENTS:</p> <ul style="list-style-type: none"> • Certified photocopy of License to Operate and • Certified photocopy of PADPAO Certification/Accreditation | |

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

Checklist of Technical and Financial Documents

The Eligibility & Technical Component shall contain the following: Kindly put tab markings on each of the requirements and arrange the documents in proper order. Please refer to ITB Clause 15 Sealing and Marking of Bids.

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
 - ☐ (l) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (n) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

POST-QUALIFICATION REQUIREMENTS

prepare in three (3) copies, one (1) original and two (2) duplicate copies

Bidders please SUBMIT the following documents DURING the Bid Opening (*to be included in the Financial Proposal*):

- a) Latest Income & Business Tax Return (6 months)
VAT Returns (Form 2550M & 2550Q) or Percentage Tax Returns (2552M) with proof of payment.

Section IX. Bidding Forms

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No.: _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

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

(if none, state “None”) /

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____.

[shall be submitted with the Bid if bidder is offering goods from Abroad]

Name of Bidder _____ Project ID No. _____ Page ____ of ____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|-------------|----------------------|----------|---|---|---|---|--|
| Item | Description | Country of origin | Quantity | Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination) | Total CIF or CIP price per item (col. 4 x 5) | Unit Price Delivered Duty Unpaid (DDU) | Unit price Delivered Duty Paid (DDP) | Total Price delivered DDP (col 4 x 8) |
| | | | | | | | | |

Legal Capacity: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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 or authorized representative of [Name of Bidder] with office address at [address of Bidder];

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

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

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

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

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

- 7. *[Name of Bidder]* complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]
Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

—
*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*
[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]