

PHILIPPINE BIDDING DOCUMENTS

PUBLIC BIDDING FOR THE PROVISION OF MANPOWER SERVICES FOR GRANEXPORT MANUFACTURING CORPORATION (GMC-2022-001)

Sixth Edition

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as Proposal and Tender. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as civil works or works. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid



**COCONUT INDUSTRY INVESTMENT FUND OIL MILLS GROUP
GRANEXPORT MANUFACTURING CORPORATION**

Invitation to Bid No.: **GMC-2022-001**

Date: 16 July 2022

INVITATION TO BID

FOR THE PROVISION OF MANPOWER SERVICES

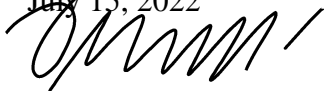
1. The Coconut Industry Investment Fund - Granexport Manufacturing Corporation (GRANEX), through the approved Corporate Budget for Year 2022 intends to apply the sum of **Thirty-Two Million Seventy-One Thousand Four Hundred Eighty-Two Pesos and 76/100 inclusive of VAT(Php 32,071,482.76)**, being the Approved Budget for the Contract (ABC) to payments under the contract for **Provision of Manpower Services**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Coconut Industry Investment Fund - Granexport Manufacturing Corporation (GRANEX) now invites bids for the above Procurement Project. Delivery of the Goods as specified in the schedule of requirements. Bidders should have completed, within 3 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 (Instruction 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 citizen/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 Coconut Industry Investment Fund – Granexport Manufacturing Corporation and inspect the Bidding Documents at the address given below during 9:00 A.M. to 4:00 P.M. (*except on Saturdays, Sundays and Holidays*).
5. A complete set of Bidding Documents may be acquired by interested Bidders on July 16, 2022 from the given 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 TWENTY-FIVE THOUSAND PESOS (PHP 25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. GRANEX will hold the Pre-Bid Conference on **July 25, 2022, 2:00 P.M.** at CIIF-OMG, Rizal Conference, 16th Floor, UCPB Building, Makati Avenue, Makati City and/or through video

conferencing or webcasting via *Zoom Application* (**Meeting ID: 851 0245 6227; Passcode: 514049**) which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **August 8, 2022, 11:00 A.M.** 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.
9. Bid opening shall be on **August 8, 2022, 1:00 P.M.** through a hybrid set-up, i.e., bidders may wish to participate through video conferencing via Zoom Application (**Meeting ID: 897 7332 3204**) or be physically present at CIIF-OMG, Rizal Conference Room 16th Floor UCPB Building, Makati Avenue, Makati City.
10. GRANEX 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 Section 35.6 and 41 of the 2016 revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. Angelita G. Rapada
Head, BAC Secretariat
CIIF OMG -Granexport Manufacturing Corporation
16th Floor UCPB Building Makati Avenue, Makati City
Telephone Number: (632) 8892-2927
Email Address: arapada@ciif.ph

July 15, 2022



Al Matthew P. Umali
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Coconut Industry Investment Fund - Granexport Manufacturing Corporation wishes to receive Bids for the **Provision of Manpower Services** with identification number **GMC-2022-001**.

The Procurement Project (referred to herein as “Project”) is composed of 1 lot - Manpower Services 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 CY 2022 in the amount of **Thirty-Two Million Seventy-One Thousand Four Hundred Eighty-Two Pesos and 76/100 inclusive of VAT(Php 32,071,482.76)**.

2.2 The source of funding is the Approved Corporate Operating Budget

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:

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:

- b. Subcontracting is not allowed.

7.2 [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3 [If subcontracting is allowed during the contract implementation stage, state:] The

Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

7.4 Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the 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

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 at **CIIF-OMG, Rizal Conference Room, 16th Floor UCPB Building, Makati Avenue, Makati City** and/or through **video conferencing** 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 **three (3) 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 the BDS.
 - 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.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

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 until 120days 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.

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

The Bidders shall submit on the specified date and time and either at its physical address 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 Entity's 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 14 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. *Not applicable*
- 20.2. 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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Manpower Services. b. The bidder's SLCC similar to the contract to be bid should have been completed within three (3) years prior to the deadline for the submission and receipt of bids. <i>(Use attached Annex "A-I")</i>
7.1	Sub-contracting is not allowed
12	No further Instructions
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <u>PHP 641,429.66</u> [2% of ABC], 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>PHP 1,603,574.14</u> [5% of ABC] if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) original, one (1) duplicate and one (1) PDF file in USB copies of the first (technical) and second (financial) components of its bid. Documents to be submitted shall be properly tabbed and labeled. "Do not open before 1:00 P.M. August 8, 2022"
19.3	The Approved Budget for the Contract for the Procurement of Manpower Services for a 12-month period is Thirty-Two Million Seventy-One Thousand Four Hundred Eighty-Two Pesos and 76/100 inclusive of VAT(Php 32,071,482.76).
20.2	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.
21.1	Submission of the following documents/certificates for each personnel will be required prior to deployment to GRANEX: <ol style="list-style-type: none"> 1. Curriculum vitae/Personal Data Sheet; 2. Data on work experience 3. NCII TESDA Certificate for skilled personnel; 4. NBI Clearance; 5. Police Clearance 6. Barangay Clearance 7. Physical, Medical, Health Certificates from DOH-accredited health centers, 8. Drug Test; 9. Covid Vaccination Card (Fully Vaccinated)

21.3	The contract shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of the contract.
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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 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 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 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.

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>1. DURATION OF CONTRACT</p> <p>The Service Provider shall undertake manpower services as herein mentioned, covering a 12-month period.</p> <p>Delivery of the Goods (i.e., Manpower Services, supplies and equipment) shall be made by the Provider 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:</p> <p style="text-align: center;">Ms. Clarissa Balansag Mobile Number: 0919-069-5208</p> <p>2. QUALIFICATION REQUIREMENTS OF THE MANPOWER SERVICE PROVIDER</p> <p>I. The Manpower Service Provider shall submit the following documentary requirements prior to posting of personnel:</p> <ul style="list-style-type: none"> a. Personal Data Sheet; b. Data on work experience; c. NBI Clearance; d. Police Clearance; e. Barangay Clearance; f. Physical, Medical, Health Certificates from DOH-accredited health centers; g. Drug Test; and h. Covid Vaccination Card (Fully Vaccinated) i. NCII TESDA Certificate for skilled personnel (if applicable); <p>II. The Manpower Service Provider shall submit to GRANEX a copy of monthly detailed payroll, including deductions (previous month). As need arises, GRANEX may require to submit the proof of the following:</p> <ul style="list-style-type: none"> a. Wages and Overtime (OT) pay; b. 13th Month Pay c. Remittances to Social Security System (SSS), Pag-ibig, PhilHealth, Employees Compensation Commission (ECC), and Bureau of Internal Revenue (BIR); and d. All other salary deductions (e.g. health card, insurance, loans, etc.) aside from the above cited. <p>GRANEX shall in no case be liable for any interest, penalty or for any delayed payments of the remittances to SSS, Pag-ibig, PhilHealth, ECC and BIR.</p>

	<p>III. The Manpower Service Provider, shall take the responsibility for providing full medical, personal injury, death and/or disability insurance coverage to personnel to be deployed to GRANEX, without any right to reimburse the premiums paid from GRANEX.</p> <p>IV. The Manpower Service Provider shall pay on its own account, and as mandated by law, the salaries/wages/other monetary benefits of all its personnel assigned to GRANEX. Payment shall be made through an Automated Teller Machine (ATM) arrangement. Further, the Service Provider shall not terminate the employment contract of personnel who report to GRANEX issues concerning their employment contracts and/or compensation.</p> <p>V. The Manpower Service Provider shall be liable to GRANEX and its clients for any downtime or interruption in the services to be provided due to causes other than fortuitous events.</p> <p>VI. The Manpower Service Provider shall ensure <u>on-time</u> payment of salaries to all personnel, and to ensure the financial stability of the Manpower Service Provider, shall assume the payment for the first two months' salaries of its personnel. Failure to pay salaries on time will be considered as one of the bases for the pre-termination of the contract.</p> <p>VII. The Manpower Service Provider shall submit the monthly Billing Statement, including copies of pay slips, within fifteen (15) calendar days after each month of service. Compliance thereto is a criterion for Performance Evaluation.</p> <p>VIII. GRANEX has the right to reject any output or any task which fails to meet the minimum standards that may be agreed upon by GRANEX and the Service Provider. In such instances, the Service Provider shall make the necessary corrections or revisions to the output or task to meet the minimum standards agreed upon. For tasks that have been accomplished, the Service Provider must first secure from the PE's authorized representative a signed certificate of completion and/or acceptance before claiming payment.</p> <p>IX. The Contract Price for the twelve (12) month period that corresponds to the Manpower Agreement, which may be renewed annually for no more than two (2) consecutive years, shall be fixed and shall not be adjusted during contract implementation, except in the following instances:</p> <ul style="list-style-type: none"> a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding; b. Increase in Taxes;
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	<p>X. Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to One- Tenth of One Percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay.</p> <p>Once the cumulative amount of liquidated damages reaches Ten Percent (10%) of the amount of the contract, GRANEX may rescind the contract, without prejudice to other courses of action and remedies open to it.</p> <p>XI. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Makati City. In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts; and</p> <p>XII. Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.</p>
2.2	<p>Partial payment is not allowed.</p> <p>Payment by GRANEX to the Manpower Service Provider shall be on a monthly basis, upon submission of the following:</p> <ol style="list-style-type: none"> 1. Billing Statement 2. Proof of Remittance to the concerned government agency or Duly Notarized Affidavit of the authorized representative of the Service Provider that it has complied with the provisions of all applicable labor law/regulations, such as those pertaining to compensation, taxes and contributions to Social Security System (SSS), PhilHealth, Pag- IBIG and Employees Compensation Commission (ECC). 3. Daily Time Record (Acknowledged by PE's Authorized Signatories) 4. For Overtime proof of approval from PE's Authorized representative. 5. Certificate of Completion and/or Acceptance (if applicable)
4	<p>The representatives of GRANEX shall actually inspect the performance of the Manpower Service Provider, their supplies, equipment and other essential paraphernalia at any time it is deemed necessary or as referred to Section VII. Technical Specifications.</p>

Section VI. Schedule of Requirements

Schedule of Requirements

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

Item No.	DESCRIPTION	QUANTITY	SCHEDULE
1	<p>Qualified, skilled and unskilled personnel with sufficient experience in the position stated in Section VII. Technical Specifications, of good moral character, psychologically, mentally and physically fit:</p> <p>1. Regular Casual - who shall have a regular working schedule of eight (8) hours a day from Mondays to Saturdays.</p> <p>2. On-call - no regular working schedule but should be available for work as the need arises (no work, no pay will apply)</p> <p>To be deployed/ assigned in different area as follows:</p>	41 - Regular casual and 81 - on call	Within 5days after receipt of Notice to Proceed
SKILLED PERSONNEL			
		On-Call	Regular Casual
GRANEX PLANT			
LOCATION: WAREHOUSING/TERMINAL			
Crane Operator for Unloading		2	-
Watchman		1	
LOCATION: MANUFACTURING (OIL MILLING/REFINERY)			
Bobcat Operator (cocoshell)		3	-
LOCATION: MAINTENANCE (OIL MILLING/REFINERY)			
Welder		6	2
Mechanic		-	3
Electrician		-	3
Machinist		-	1
LOCATION: HR			
Driver		-	1
SUB-TOTAL:		12	10
UNSKILLED PERSONNEL			
GRANEX PLANT			
LOCATION: WAREHOUSING/TERMINAL			
Switchroom Operator		-	2
Laborer (Loading)		20	-
Laborer (Inland Copra Entrada)		-	10
LOCATION: QC/QA AND R&D			
Sampler		4	8
LOCATION: MANUFACTURING/MAINTENANCE (OIL MILLING/REFINERY)			
Firewood Tender (Boiler Operator)		7	-

Filterman (CNO)	6	-
Acidulation Operator	3	-
Filterman (Cochin)	6	-
Shift Conveyor 510 Tender	3	
Filter Crew	3	
LOCATION: SAFETY/PCO		
Wastewater Treatment Operator	1	2
Laborer	3	-
Pollution Control Staff	-	1
LOCATION: COPRA BUYING		
Tolling/Documentation Staff	-	1
LOCATION: FINANCE		
Accounting Staff	-	2
LOCATION: HR		
Utility Worker	-	2
Grass Cutter	3	
SUB-TOTAL:	59	28
CBS		
LOCATION: MASBATE		
Sampler	-	1
LOCATION: PALAWAN		
Laborer	10	-
Sampler	-	1
LOCATION: PAGADIAN		
Sampler	-	1
SUB-TOTAL:	10	3
GRAND TOTAL:	81	41
<p>Manpower Service Provider shall make available at all times, trained and qualified relievers and/or replacements to ensure continuous and uninterrupted service in case of absence of the assigned personnel for whatever reason; provided, however, that no personnel shall serve for more than twelve (12) hours of duty per day, except in emergency cases.</p> <p>Should the need arise, the Manpower Service Provider shall augment the personnel deployed at the foregoing GRANEX in the number as required by the circumstances pursuant to a written request from GRANEX.</p>		

The Contract to be awarded shall be subject to existing DBM Guidelines on Cash-Based Budgeting (NBC No.583 dated 4 January 2021) and other relevant regulations. Accordingly, the Service Agreement shall be for a period of twelve (12) months, commencing within 5days from receipt of Notice to Proceed which may be renewed annually but not exceed one (1) year based on the provisions of Appendix 24 entitled Guidelines on the extension of contracts for general support services of the 2016 Revised Implementing Rules and Regulations of RA 9184. In case that the amount of the performance bond falls below the limit set forth, the security service provider shall ensure to replenish the difference or issue a new performance bond equivalent to the amount set forth.

In the event that the resulting contract period is less than twelve (12) months, the annual financial

bid of the LCRB shall be divided by twelve (12) to arrive at the monthly fee for the manpower services, which shall not exceed the foregoing ABC divided by twelve (12).

I hereby undertake to comply and deliver all the above requirements.

Company Name

Name and Signature of Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

[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 Bidder’s 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.]

Item	Specification	Statement of Compliance	
I.	1. SCOPE OF UNDERTAKING		
	The Service Provider shall provide a total of forty-one (41) regular casual and eighty-one (81) on-call qualified and skilled personnel with sufficient experience in the position provided in Section VI. Schedule of Requirements.		
	1.1. Qualifications of personnel		
	GRANEX ILIGAN PLANT		
	POSITION	LOCATION	QUALIFICATION
	Switchroom Operator	Warehousing/ Terminal	-Graduate of any 4-year course -21 years old and above -With 1 year relevant job experience
	Laborer (Loading)		-At least High School graduate -18 years old and above
	Laborer (Inland Copra Entrada)		-At least High School graduate -18 years old and above
	Crane Operator for Unloading		-At least High School graduate -With NCII TESDA Certificate -With 1 year relevant job experience

	Watchman		-Graduate of any marine or nautical related course -With at least 1 year of relevant job experience - competent in life saving, CPR, first aid, general maintenance and mechanics	
	Sampler	QC/QA and R&D	-At least High School graduate -With at least 6 months relevant job experience	
	Bobcat Operator (cocoshell)	Manufacturing	-At least High School graduate -NCII TESDA Certificate -With 1 year relevant job experience	
	Firewood Tender		-At least High School graduate	
	Filterman (CNO)		-At least High School graduate -With 1 year relevant job experience in manufacturing	
	Acidulation Operator		-At least High School graduate	
	Filterman (Cochin)		-At least High School graduate -With 1 year relevant job experience in manufacturing	
	Shift Conveyor 510 Tender		-At least High School graduate -With at least 6 months relevant job experience	
	Filter Crew		-At least High School graduate -With at least 6 months relevant job experience	
	Welder	Maintenance	-Graduate of 2-year vocational course -With 2 years relevant experience -With NCII certificate	

	Mechanic		-Graduate of 2-year vocational course -With 2 years relevant experience -With NCII certificate	
	Electrician		-Graduate of 2-year vocational course -With 2 years relevant experience -With NCII certificate	
	Machinist		-Graduate of 2-year vocational course -With 2 years relevant experience -With NCII certificate	
	Wastewater Treatment Facility Operator	Safety/PCO	-At least College level -With at least 6 months relevant job experience	
	Laborer		-At least High School graduate -With at least 6 months relevant job experience	
	Pollution Control Staff		-Graduate of any engineering course (Chemical Engineering or Engineering Technology is an advantage) -With 2 years relevant job experience	
	Tolling/Documentation Staff	Copra Buying	-Graduate of 4-year business or management course -With at least 6 months relevant job experience	
	Accounting Staff	Accounting	-Graduate of BS-Accountancy -With 2 years relevant job experience	
	Utility Worker	HR/Admin	-At least High School graduate -With at least 6 months relevant job experience	
	Driver		-At least High School graduate	

		-With Professional Driver Licensed (Restriction Code 1,2 & 4) -With 1 year relevant job experience
Grass Cutter		-At least High School graduate -With at least 6 months relevant job experience
COPRA BUYING STATIONS		
Laborer		-At least high school graduate
Sampler		-At least High School graduate -With at least 6 months relevant job experience
<p>1.2 The regular casual (skilled and unskilled) personnel assigned by the Manpower Service Provider shall render at least eight (8)-hour work per day, six (6) days a week (Monday to Saturday) in accordance with the scope of service/work, standards, approved manpower compliment. No overtime pay shall be allowed except upon prior approval of the PE's authorized representative.</p> <p>On-call (skilled and unskilled) personnel assigned by the Manpower Service Provider shall render at least eight (8) hours of work per day but no regular work schedule in accordance with the scope of service/work, standards, approved manpower compliment. No overtime pay shall be allowed except upon prior approval of the PE's authorized representative.</p> <p>1.3 In the event of resignation, termination, or absence (with or without authorized leave of the personnel), the Service Provider undertakes to immediately deploy a substitute/replacement, without need of demand from GRANEX. In case of failure of the Service Provider to comply with this provision, GRANEX has the right to make corresponding deductions from the monthly billing.</p> <p>1.4 The Service Provider shall endorse and submit the names and information of the forty-one (41) regular casual and seventy-one (71) on-call personnel that will be deployed in each location</p> <p>1.5. The Service Provider shall be responsible in supervising and monitoring its employees to ensure that they efficiently perform</p>		

	<p>their duties and responsibilities as herein indicated;</p> <p>1.6. The Service Provider shall always ensure that all the tools and equipment as required in the contract be available for use and that there will be no delays in the provision of services such as general cleaning and maintenance. (Please see Annex “C”)</p>	
	<p>2. PERFORMANCE ASSESSMENT</p> <p>The Service Provider shall maintain satisfactory level of performance throughout the duration of the contract as prescribed in GPPB Resolution No. 24-2007 dated September 28, 2007. The performance assessment shall be done every six (6) months.</p>	
	<p>3. TECHNICAL CAPABILITIES</p> <p>The Technical Proposal of prospective bidders shall also be evaluated in terms of the Bidders’ technical competence to deliver efficient and quality manpower services to GRANEX, as prescribed in the GPPB Resolution No. 24-2007 (September 28, 2007).</p>	
	<p>4. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER</p> <p>4.1. Provide and deliver, at its own expense all the required services, personnel, supplies/materials; equipment and tools as indicated in Table 1 - Schedule of Requirements to the GRANEX at the start of operations, without need of demand (Please see Annex “C”);</p> <p>4.2. The Service Provider shall ensure that all personnel are to be provided with proper uniforms and paraphernalia, and other related equipment in accordance with SCC (under GCC Clause 4);</p> <p>4.3. The Service Provider shall be held responsible for any damage/destruction to any office furniture and fixtures, equipment, and plumbing fixtures due to the fault or negligence of its personnel.</p> <p>4.4. Observe office rules and regulations prescribed by GRANEX including subjecting all employees to appropriate security inspection every time they enter and leave the premises.</p> <p>4.5. The Service Provider shall comply with existing applicable labor laws, rules and regulations and warrant the payment of salaries and allowances to its personnel within the legal rates provided under applicable laws, rules and regulations</p> <p>4.6. Statutory increase in salaries, allowances, benefits, additional compensation shall be borne by GRANEX but the agency fee</p>	

	<p>shall not be included in the computation of the increase.</p> <p>4.7.Require their employees to always wear the prescribed uniform, identification card and safety gadgets.</p> <p>4.8.The Service Provider must provide all necessary equipment and/or transportation services, if necessary, to its personnel in case of community emergencies or calamities to continuously provide its service to GRANEX.</p>	
	<p>5. Provide for the increase or decrease on the number of personnel as required by the GRANEX from time to time as the need arises. Likewise, the Service Provider shall change or relieve from duty any personnel assigned to GRANEX within twenty-four (24) hours from receipt of the notification.</p>	
II.	<p>DOCUMENTARY REQUIREMENTS</p> <p><i>Please submit the following documents as part of the submission under this Section VII (Technical Specifications), which shall be checked using a non-discretionary “pass/fail” criteria.</i></p>	
	<p>Certificate of pending / no pending labor standards violations/ case/s or Clearance issued by:</p> <ol style="list-style-type: none"> 1. National Labor Relations Commission (NLRC) having jurisdiction over the principal office address of the prospective bidder; and 2. Department of Labor and Employment (DOLE) having jurisdiction over the principal office address of the prospective bidder. <p>Certificate must be issued within six (6) months from submission and receipt of bids.</p>	
	Original copy of bank guarantee or cash deposit certification of at least Two Million Pesos (PHP2,000,000.00)	
	Certification of completed contracts/satisfactory services rendered for at least one (1) year from at least three (3) clients for the last five (5) years	
	Valid and Existing Department of Labor and Employment (DOLE) DO174 - Certificate of Registration	

Conforme : _____

Signature over Printed Name of Bidder/Authorized Representative

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

II. 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

- ☐ (e) 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**
- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) 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

- ☐ (j) 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**

- ☐ (k) 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

- ☐ (l) 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.

III. FINANCIAL COMPONENT ENVELOPE

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**
☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (o) *[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.
☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Bidding Forms

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]

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 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 of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

(if none, state "None")]

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

We understand that you are not bound to accept the Lowest 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: _____

For Goods Offered from Within the Philippines

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

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

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

Annex “A”

***Instructions:**

Statement of Ongoing and Awarded But Not Yet Started Contracts

Name of Contract	Date of Contract	Duration of Contract	Owner’s Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

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

Name and Signature of Authorized
Representative

Date

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

Annex “A-1”

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that _____ has the largest completed contract within the **last five (5) years:**

Name of Contract	Date of Contract	Duration of Contract	Owner’s Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User’s Acceptance or Official Receipt(s) or Sales Invoice (If completed)

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) Cut-off date: The day before the deadline of submission and opening of bids.
In the column for “End-User’s Acceptance”, indicate the date of acceptance or Official Receipt(s) or Sales Invoice.

Financial Annex “B”

Name of Bidder_____. Invitation to Bid Number_____.

Particulars	Total Bid (PhP)
Provision of Manpower Services for Granexport Manufacturing Corporation	

Note: The financial bid shall include an administrative fee of not more than nineteen percent (19%) pursuant to relevant laws.

Instruction:

- ☐ *The Bidder shall provide the total bid amount, inclusive of all applicable government taxes and service charges.*
- ☐ *Zero (0) bid, alternative bid, discounted bid, and any blank on the financial bid shall be a ground for disqualification.*

Annex “B-1”

Location	Region IV-B - (PALAWAN)	Region V -(MASBATE)	Region IX - (PAGADIAN)
Category	Unskilled	Unskilled	Unskilled
No. of Personnel	11	1	1
Daily Rate (DR)	(Minimum Wage)	(Minimum Wage)	(Minimum Wage)
No. of days per month	26.08	26.08	26.08
No. of days per year	313	313	313
No. of months required	12	12	12
PART A. LABOR COST			
I. Amount of compensation directly paid to employee			
a.) Basic Monthly Salary (DR x no. of days per year / 12)			
b.) Overtime Pay			
b.1) Regular Overtime (maximum of 4 hrs/day)***			
b.2) Night Differential (maximum of 8 hrs/day) ****			
c.) 13th Month Pay (BS/12)			
d.) 5 days Service Incentive Leave (SIL) (DR x5/12)			
e.) Separation Pay (BMS/2/12)			
f. Sub-total (Sum of a,b (1&2), c, d, and e)			
II. Amount of Mandatory Contributions to the Government			
a.) SSS Contribution*			
b.) SSS Provident Share*			
c.) SSS EC*			
d.) Philhealth Contribution**			
e.) Pag ibig Contribution			
f. Sub-total (Sum of a,b,c,d and e)			
III. Total Amount to Employee and Government			
IV. Add: Administrative Fee			
V. Total of items III and IV			
VI. Add: Value-Added Tax (12% of item V)			
VII. Total Monthly Rate per Head			
No. of personnel			
VIII. Total Monthly Rate (Item VII No. of personnel)			
No. of months required			
IX. Total Cost for Part A			
GRAND TOTAL			

Note:

* Please refer to the SSS Contribution Schedule (see SSS Circular No. 2020-033 - b and RA No. 11199) Basic + Earnings (Gross Pay)

** Use 4% as the premium rate basis

*** Overtime = (BMS/26.08days/8hrs x 1.25 OT Premium x 34.7hrs)

**** Night Differential = (BMS/26.08days/8hrs x 0.10 ND Premium x 69.5hrs)

Annex “B-2”

Location	Region X - (Iligan)	
Category	Skilled	Unskilled
No. of Personnel	22	87
Daily Rate (DR)	(Minimum Wage + not more than 20% premium)	(Minimum Wage)
No. of days per month	26.08	26.08
No. of days per year	313	313
No. of months required	12	12
PART A. LABOR COST		
I. Amount of compensation directly paid to employee		
a.) Basic Monthly Salary (DR x no. of days per year / 12)		
b.) Overtime Pay		
b.1) Regular Overtime (maximum of 4 hrs/day)***		
b.2) Night Differential (maximum of 8 hrs/day) ****		
c.) 13th Month Pay (BS/12)		
d.) 5 days Service Incentive Leave (SIL) (DR x 5/12)		
e.) Separation Pay (BMS/2/12)		
f. Sub-total (Sum of a,b (1&2), c, d, and e)		
II. Amount of Mandatory Contributions to the Government		
a.) SSS Contribution*		
b.) SSS Provident Share*		
c.) SSS EC*		
d.) Philhealth Contribution**		
e.) Pag ibig Contribution		
f. Sub-total (Sum of a,b,c,d and e)		
III. Total Amount to Employee and Government		
IV. Add: Administrative Fee		
V. Total of items III and IV		
VI. Add: Value-Added Tax (12% of item V)		
VII. Total Monthly Rate per Head		
No. of personnel		
VIII. Total Monthly Rate (Item VII No. of personnel)		
No. of months required		
IX. Total Cost for Part A		
GRAND TOTAL		

Note:

* Please refer to the SSS Contribution Schedule (see SSS Circular No. 2020-033 - b and RA No. 11199) Basic + Earnings (Gross Pay)

** Use 4% as the premium rate basis

*** Overtime = (BMS/26.08days/8hrs x 1.25 OT Premium x 34.7hrs)

**** Night Differential = (BMS/26.08days/8hrs x 0.10 ND Premium x 69.5hrs)

ANNEX “C”

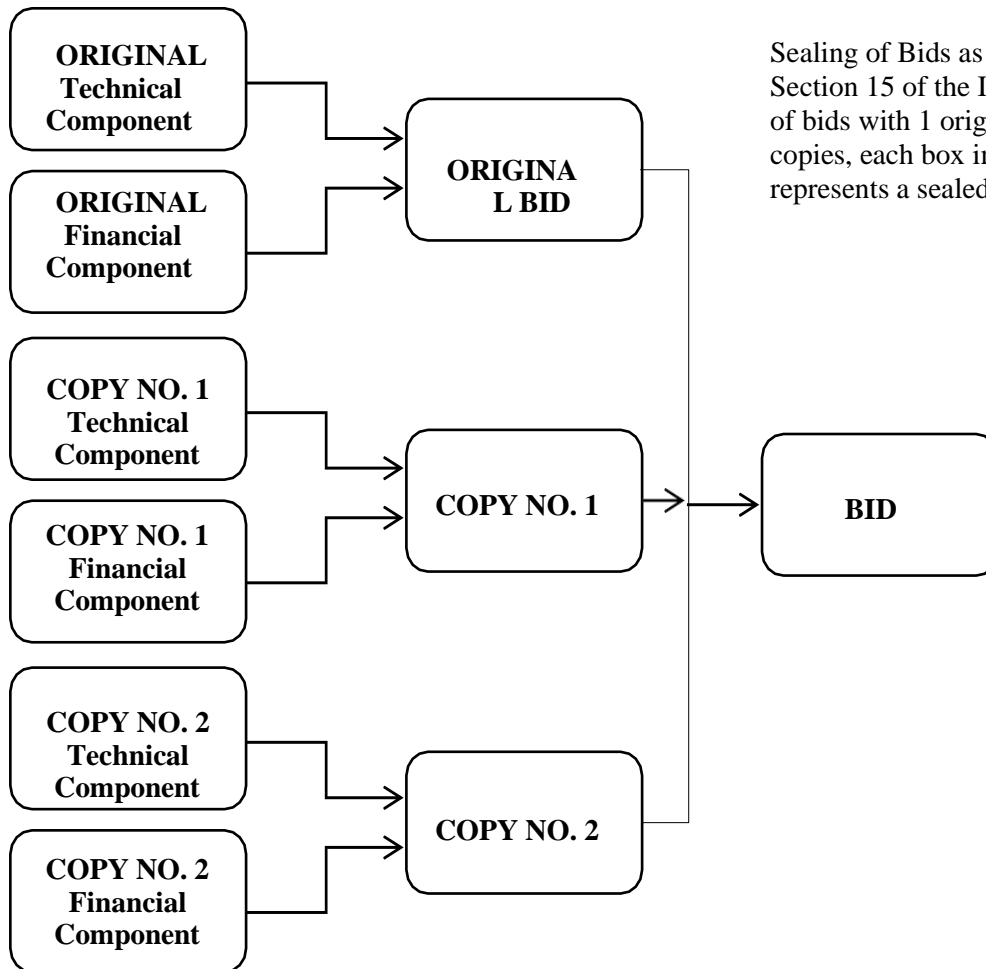
GRANEX-ILIGAN PLANT

POSITION	LOCATION	QUALIFICATION	TO BE PROVIDED BY THE AGENCY
Switch room Operator	Warehousing/ Terminal	-Graduate of any 4-year course -21 years old and above -With 1-year relevant job experience -With Vaccination Card	Uniform/Safety Shoes/Hard Hat/Reflectorized vest
Laborer (Loading)		-At least a High School graduate -18 years old and above -With Vaccination Card	Gloves/Uniform/Safety Shoes/Reflectorized vest/Hard Hat
Laborer (Inland Copra Entrada)		-At least a High School graduate -18 years old and above -With Vaccination Card	Gloves/Uniform/Safety Shoes
Crane Operator for Unloading		-At least High School graduate -With NCII TESDA Certificate -With 1-year relevant job experience -With Vaccination Card	Uniform/Safety Shoes/Reflectorized vest/Hard Hat
Watchman		-Graduate of any marine or nautical related course -With at least 1 year of relevant job experience - competent in life saving CPR, first aid, general maintenance and mechanics	Gloves/Uniform/Safety Shoes
Sampler	QC/QA and R&D	-At least High School graduate -With at least 6 months relevant job experience -With Vaccination Card	Gloves/Uniform/Safety Shoes/Hard Hat
Bobcat Operator (coco shell)	Manufacturing	-At least High School graduate -NCII TESDA Certificate -With 1-year relevant job experience -With Vaccination Card	Uniform/Safety Shoes/Reflectorized vest/Hard Hat
Firewood Tender/Boiler Operator		-At least High School graduate -With Vaccination Card	Gloves/Uniform/Safety Shoes/Reflectorized vest/Hard Hat
Filter man (CNO)		-At least High School graduate -With 1-year relevant job	Uniform/Safety Shoes/Hard Hat/ Reflectorized vest

		experience in manufacturing -With Vaccination Card	
Acidulation Operator		-At least High School graduate -With Vaccination Card	Uniform/Safety Shoes/Hard Hat/Reflectorized vest
Filter man (Cochin)		-At least High School graduate -With 1-year relevant job experience in manufacturing -With Vaccination Card	Uniform/Safety Shoes/Hard Hat/Reflectorized vest
Shift Conveyor 510 Tender		-At least High School graduate -With at least 6 months relevant job experience	Gloves/Uniform/Safety Shoes/Poking Bar
Filter Crew		-At least High School graduate -With at least 6 months relevant job experience	Gloves/Uniform/Safety Shoes/soldering iron, portable grinder
Welder	Maintenance	-Graduate of 2-year vocational course -With 2 years relevant experience -With NCII certificate -With Vaccination Card	Welding Mask/Uniform/Safety Shoes/Hard Hat/Industrial gloves
Mechanic		-Graduate of 2-year vocational course -With 2 years relevant experience -With NCII certificate -With Vaccination Card	Gloves/Uniform/Safety Shoes/Hard Hat
Electrician		-Graduate of 2-year vocational course -With 2 years relevant experience -With NCII certificate -With Vaccination Card	Gloves/Uniform/Safety Shoes/Voltage Tester/Hard Hat
Machinist		-Graduate of 2-year vocational course -With 2 years relevant experience -With NCII certificate -With Vaccination Card	Industrial gloves/Uniform/Safety Shoes/Hard Hat
Wastewater Treatment Facility Operator		-At least College level -With at least 6 months relevant job experience -With Vaccination Card	Uniform/Safety Shoes/Hard Hat
	Safety/PCO		

Laborer		<ul style="list-style-type: none"> -At least High School graduate -With at least 6 months relevant job experience -With Vaccination Card 	Uniform/Safety Shoes/Hard Hat
Pollution Control Staff		<ul style="list-style-type: none"> -Graduate of any engineering course (Chemical Engineering or Engineering Technology is an advantage) -With 2 years relevant job experience -With Vaccination Card 	Uniform/Safety Shoes/Hard Hat
Tolling/Documentation Staff	Copra Buying	<ul style="list-style-type: none"> -Graduate of 4-year business or management course -With at least 6 months relevant job experience -With Vaccination Card 	Uniform
Accounting Staff	Accounting	<ul style="list-style-type: none"> -Graduate of BS-Accountancy -With 2 years relevant job experience -With Vaccination Card 	Uniform
Utility Worker		<ul style="list-style-type: none"> -At least High School graduate -With at least 6 months relevant job experience -With Vaccination Card 	Mop/Broom/Dustpan/Uniform/Hard Hat
Driver	HR/Admin	<ul style="list-style-type: none"> -At least High School graduate -With Professional Driver Licensed (Restriction Code1,2 & 4) -With 1-year relevant job experience -With Vaccination Card 	Uniform/Safety Shoes
Grass Cutter		<ul style="list-style-type: none"> -At least High School graduate -With at least 6 months relevant job experience 	Gloves/Uniform/Safety Shoes/Hard Hat/Sickle/Bolo
Sampler	Copra Buying Station	<ul style="list-style-type: none"> -At least High School graduate -With at least 6 months relevant job experience -With Vaccination Card 	Gloves/Uniform/Safety Shoes/Hard Hat

Annex “D”



Sealing of Bids as defined in Section 15 of the ITB (Illustration of bids with 1 original and 2 copies, each box in the diagram represents a sealed envelope)

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 Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[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]