



BIDDING DOCUMENTS

**PROCUREMENT OF
SURETY BONDS
2ND BIDDING
(FRAMEWORK
AGREEMENT)
IMP2022-01**

Duty Free Philippines Corporation

Sixth Edition
July 2020



INVITATION TO BID FOR PROCUREMENT OF SURETY BONDS 2ND BIDDING (IMP2022-01)

1. **Duty Free Philippines Corporation (DFPC)**, using a single-year Framework Agreement, through the Corporate Operating Budget FY2022 intends to apply the sum of **Five Million Ninety Four Thousand Six Hundred Sixty Four Pesos and 41/100 (PhP5,094,664.41)** corresponding to the total cost of each item to be bid out, being the ABC to payments under the contract containing several items. Bids received in excess of the total cost per item shall be automatically rejected.

The mode of procurement is public bidding which is in accordance with the provisions of the 2016 Revised IRR of RA 9184 on the use of the Approved Guidelines on Single Year Framework Agreement (Outright Determination of Lowest Calculated and Responsive Bid) under Appendix 32 of the same IRR.

ITEMS	QUANTITY	ITEM/DESCRIPTION (INSURANCE POLICY)	APPROVED BUDGET FOR THE CONTRACT (ABC)	PRICE OF BID DOCUMENTS	DELIVERY PERIOD
1	15	General Warehousing Bonds	PhP5.094,664.41	PhP5,000.00	Please refer to Section VI. Schedule of Requirements (Framework Agreement List)
2	3	General Transport Bonds			
3	7	Bonds for Bonded Warehouse			
4	4	Surety Bonds for Bureau of Internal Revenue			

2. DFPC now invites bids for the Procurement of Surety Bonds. Delivery is required as stated in the Call-Off Order. **Interested Bidders should have a continuous experience of at least twenty (20) years [2002-2021] in providing surety bonds. Bidders must have a valid and updated Certificate of Accreditation with the Bureau of Customs (BOC).** Bidders should have completed, within three (3) years (2019-2021) 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. 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. Interested bidders may obtain further information from BAC Secretariat at Purchasing Department and inspect the Bidding Documents at the address given below during office hours (8:00AM - 4:00PM).
5. A complete set of Bidding Documents may be acquired by interested Bidders on **27 April 2022** from the given address below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (PhP5,000.00).
6. **DFPC** will hold a Pre-Bid Conference on **04 May 2022, 10:00AM** at BAC Office located at the same address stated hereunder and/or through video conferencing or webcasting *via Microsoft Teams* 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 **17 May 2022, 10:00AM**. 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 **17 May 2022, 10:15AM** at the given address below and/or via *Microsoft Teams*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Each Bidder shall submit one (1) original and three (3) copies of its Eligibility/Technical Component and Financial Component. Copy 3 of the Eligibility/Technical Component must be thru portable storage device (USB).
11. **DFPC** 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.
12. For further information, please refer to:

BAC Secretariat
Duty Free Philippines EHA Bldg,
Fiesta Mall, Columbia Complex
Ninoy Aquino Ave., Parañaque City
(632) 8552-4343; (632) 8552-4337 / 16555 loc. 3039
Email add.: bacsecretariat@dfp.com.ph
13. For downloading of Bidding Documents: <https://dutyfree.gov.ph/bidding>
27 April 2022

(Sgd.) **RAPHAEL G. MONDRAGON**
BAC Chairperson



II. INSTRUCTION TO BIDDERS

1. Scope of Bid

The Procuring Entity, Duty Free Philippines Corporation, wishes to receive Bids for the **Procurement of Surety Bonds (2ND BIDDING)** under a Framework Agreement, with identification number IMP2022-01.

The Procurement Project (referred to herein as "Project") is composed of **one (1) lot**, 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 2022 in the amount of **Five Million Ninety Four Thousand Six Hundred Sixty Four Pesos and 41/100 (PhP5,094, 664.41)**

2.2. The source of funding is the 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. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - 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;
- 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 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. Not applicable.
The Procuring Entity has prescribed that subcontracting is not allowed.
- 7.2. Not applicable.
- 7.3. Not applicable.
- 7.4. Not applicable.

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 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 **2019-2021** 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.



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.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.



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 Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 **14 September 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



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**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.
 - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;



- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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 or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.



III. BID DATA SHEET

ITB Clause																
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. procurement of surety bonds b. completed within three (3) years (2019-2021) prior to the deadline for the submission and receipt of bids. 															
7.1	Sub-contracting is not allowed.															
12	The price of the Goods shall be quoted DDP Second (2nd) Floor EHA Building, Columbia Complex, Ninoy Aquino Avenue, Paranaque City or the applicable International Commercial Terms (INCOTERMS) for this Project.															
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 two percent (2%) of the ABC or One Hundred One Thousand Eight Hundred Ninety-Three Pesos and 29/100 (PhP101,893.29), 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 five percent (5%) of the ABC or Two Hundred Fifty-Four Thousand Seven Hundred Thirty-Three Pesos and 22/100 (PhP254,733.22), if bid security is in Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. 															
19.3	One (1) Lot Procurement of Surety Bonds containing the following items: <table border="1" data-bbox="357 1641 1385 1816"> <thead> <tr> <th>ITEMS</th> <th>ITEM DESCRIPTION / INSURANCE POLICY</th> <th>QUANTITY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>General Warehousing Bonds</td> <td>15</td> </tr> <tr> <td>2</td> <td>General Transport Bonds</td> <td>3</td> </tr> <tr> <td>3</td> <td>Bonds for Bonded Warehouse</td> <td>7</td> </tr> <tr> <td>4</td> <td>Surety Bonds for BIR</td> <td>4</td> </tr> </tbody> </table> <p>ABC: Five Million Ninety-Four Thousand Six Hundred Sixty-Four Pesos and 41/ 100 (PhP5,094,664.41)</p>	ITEMS	ITEM DESCRIPTION / INSURANCE POLICY	QUANTITY	1	General Warehousing Bonds	15	2	General Transport Bonds	3	3	Bonds for Bonded Warehouse	7	4	Surety Bonds for BIR	4
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1	General Warehousing Bonds	15														
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3	Bonds for Bonded Warehouse	7														
4	Surety Bonds for BIR	4														



20.2	<p>The following licenses and permits are required:</p> <ol style="list-style-type: none"> 1. Certificate of Authority from the Insurance Commission for the past twenty (20) years. 2. Bidder's continuous accreditation with the Bureau of Customs (BOC) for the last ten (10) years. In the event that said certification is not available, a Sworn Affidavit may be submitted. <p>For purposes of post-qualification, the following documents are required:</p> <ol style="list-style-type: none"> 1. 2021 Income Tax Return (form 1701/1702) 2. Business Tax Return (forms 2550M/2551M and 2550Q/2551Q) for the last six (6) months (October 2021 to March 2022) prior to opening of Bids filed thru Electronic Filing and Payment System (EFPS). Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted. 3. Updated General Information Sheet received by the SEC, for corporations. 4. BIR Registration Certificate. 5. Company Profile. 6. Location map and photo of the office.
21.2	No further instructions.



IV. GENERAL CONDITIONS OF THE 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**.

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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. In the case of a Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.



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 or Framework Agreement 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

- 6.1. 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.
- 6.2. 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.



V. SPECIAL CONDITIONS OF THE CONTRACT

GCC Clause	
1	<p>SERVICES RENDERED AND DOCUMENTS</p> <p>Delivery of Services shall be made by the SUPPLIER in accordance with the terms specified in Section VI, Schedule of Requirements.</p> <p>The SUPPLIER shall submit the following documents:</p> <ol style="list-style-type: none"> 1. Statement of Account / Billing 2. Bond Policy <p>For purposes of this clause the Procuring Entity's representative for the project is Mr. Reynato D. De Guzman, Jr.</p> <p>UNDERTAKING OF THE SUPPLIER</p> <ol style="list-style-type: none"> 1. The SUPPLIER shall ensure timely provision of Surety Bonds, as may be required by the Procuring Entity. 2. The SUPPLIER shall submit to the PROCURING ENTITY quarterly accreditation from the Bureau of Customs 3. The SUPPLIER shall endorse, for the coming year or until fully utilized, the surety bonds which are paid and issued during the duration of the contract. <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 this Contract are delivered at Imports Department, Duty Free Philippines Corporation, Fiestamall, Columbia Complex, Ninoy Aquino Avenue, Parañaque City. 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>



2.2	<p>General Warehousing Bonds: Progress payment shall be made after acceptance of each delivery of insurance policy.</p> <p>General Transport Bonds, Bonds for Bonded Warehouse and Surety Bond for BIR: One-time payment after acceptance of delivery of insurance policy.</p>
4	Not applicable.



Section VI. Schedule of Requirements

The SUPPLIER shall provide the PROCURING ENTITY with Surety Bonds required by the Bureau of Customs (BOC) as sufficient security in an amount equal to one hundred percent (100%) of the ascertained duties and taxes and other charges due thereon.

FRAMEWORK AGREEMENT LIST			
Item Type and nature of each item (Insurance Policy)		Maximum Quantity	Delivery Period
1	General Warehousing Bonds (valued at PhP108M/policy)	15	Initial delivery of two (2) insurance policies within three (3) working days upon receipt of Call-Off Order Succeeding deliveries upon receipt of Call-Off Order within three (3) working days
2	General Transport Bonds (valued at PhP30M/policy)	3	One-time delivery upon receipt of Call-Off Order within three (3) working days
3	Bonds for Bonded Warehouse (1 policy per bonded warehouse based on category and volume of merchandise)	7	One-time delivery upon receipt of Call-Off Order within three (3) working days
4	Surety Bonds for Bureau of Internal Revenue (valued at PhP100K/policy)	4	One-time delivery upon receipt of Call-Off Order within three (3) working days

I hereby commit to deliver the required quantities upon receipt of the Call-Off Order as indicated above.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign this Schedule of Requirements for and behalf
of _____

Date: _____



Section VII. 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.

ITEMS	QUANTITY	APPROVED BUDGET PER INSURANCE POLICY	TOTAL APPROVED BUDGET PER INSURANCE POLICY	APPROVED BUDGET FOR THE CONTRACT
1	15	PhP311,991.70	PhP4,679,875.50	PhP5,094,664.41
2	3	PhP110,724.97	PhP332,174.91	
3	7		PhP69,198.00	
4	4	PhP3,354.00	PhP13,416.00	



MINIMUM SPECIFICATIONS / QUALIFICATIONS	STATEMENT OF COMPLIANCE
I. SPECIFICATION OF GOODS	
Surety Bonds must be an acceptable bond and fully recognized by the Bureau of Customs (BOC) and Bureau of Internal Revenue (BIR)	
<p>SURETY BONDS COVERAGE:</p> <p>General Warehousing Bonds:</p> <ul style="list-style-type: none"> • Must be valid within the calendar year from the date of issuance. <p>General Transport Bonds:</p> <ul style="list-style-type: none"> • All Surety companies must be registered in the BOCs' Client Profile Registration System (CPRS) of the Electronic to Mobile (E2M) systems • Must be valid for the duration of the contract. <p>Bonds for Bonded Warehouse:</p> <ul style="list-style-type: none"> • Must be acceptable and recognized by the Bureau of Customs (BOC). • Must be valid for the duration of the contract. <p>Surety Bonds for BIR</p> <ul style="list-style-type: none"> • Must be valid for the duration of the contract. 	
II. QUALIFICATION OF SUPPLIER	
1. Holder of Certificate of Authority from the Insurance Commission for the past twenty (20) years	
<p>2. A licensed non-life insurance provider and within the top twenty five (25) ranking from Insurance Commission for the year 2020 in terms of the following:</p> <ol style="list-style-type: none"> a. Assets b. Paid-up Capital c. Premiums Earned d. Invested Assets 	
3. Accredited by the BOC continuously for the last twenty (20) years.	
4. No outstanding accounts (unliquidated bonds) with the BOC.	



ADDITIONAL REQUIREMENTS TO BE SUBMITTED ON THE DATE OF BID OPENING AS INTEGRAL PART OF THE TECHNICAL SPECIFICATIONS:

1. Continuous Quarterly Certificate of Accreditation with the Bureau of Customs for the years 2017-2021.
2. Continuous accreditation with the Bureau of Customs (BOC) for the last ten (10) years. In the event that said certification is not available, a Sworn Affidavit may be submitted.
3. Certificate of Authority from the Insurance Commission (IC) for the past twenty (20) years.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign this Technical Specifications for and behalf of:

Date: _____



VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

The first envelope shall contain the following:

I. TECHNICAL COMPONENT

Class "A" Documents

A. ELIGIBILITY DOCUMENTS

Legal Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR.
2. a. List, if any, statement of the bidder's of its all 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; (Please provide additional sheets, if necessary)

CONTRACTS				CUSTOMER CONTACTS		
Contract Name	Kinds of Goods/ Services	Date of Contract & delivery (mm/dd/yy & mm/dd/yy)	Contract Amount	Company	Person	Number/s

- b. 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 three (3) years (2019-2021), which shall refer to procurement of surety bonds.**

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 equivalent to at least fifty percent (50%) of the ABC or equivalent to **Two Million Five Hundred Forty Seven Thousand Three Hundred Thirty Two Pesos and 21/100 (PhP2,547,332.21)**

CONTRACTS				*CUSTOMER SATISFACTION (Let the customer sign the appropriate box)		CUSTOMER CONTACTS		
Contract Name	GOODS/ Services delivered	Date of Contract & delivery (mm/dd/yy & mm/dd/yy)	Contract Amount	Satisfied	Not Satisfied	Company	Person	Number/s



Provide "Certificate of Customer Satisfaction/ Acceptance /Completion" from the listed companies as proof.

Financial Documents

3. The bidder's computation of Net Financial Contracting Capacity (***Refer to Appendix C, original***); or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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.

B. TECHNICAL DOCUMENTS

1. 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 (***Refer to Appendix A, original***);
2. Conformity with the specifications, as enumerated and specified in the following:
 - a. Schedule of Requirements (***Refer to Section VI of the Bidding Documents, original.***
 - b. Technical Specifications. (***Refer to Section VII of the Bidding Documents, original.***
3. Original duly signed Omnibus Sworn Statement (OSS) (***Refer to Appendix B, original***); 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.

The second envelope shall contain the following:

II. FINANCIAL COMPONENT

1. Duly signed and accomplished Financial Bid Form (***Refer to Appendix D, original***)
2. Duly signed and accomplished Price Schedule (***Refer to Appendix E, original***)



CHECKLIST OF ADDITIONAL REQUIREMENTS

Within non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that the bidder has the Lowest Calculated Bid , the bidder shall submit in **two (2) copies** (one copy must be thru portable storage device (USB) to the BAC of the following documents as part of the post-qualification requirements:

1. Latest income and business tax returns in the forms specified in the BDS under ITB Clause 20.2;
 - a. 2020 Income Tax Return (*form 1701/1702*)
 - b. Business Tax Return (*forms 2550M/2551M and 2550Q/2551Q*) for the last six (6) months (**October 2021 to March 2022**) prior to opening of Bids filed thru Electronic Filing and Payment System (EFPS).

Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.
2. Updated General Information Sheet received by the SEC, for corporation.
3. BIR Registration Certificate.
4. Company Profile.
5. Location Map and Photo of the office.

Failure to submit any of the post-qualification requirements on time shall disqualify the bidder for award. Should there be a finding against the veracity of any of the documents submitted, the Bid Security shall be forfeited in accordance with Section 69 of the 2016 IRR of RA 9184.



APPENDIX A

Page 1 of 2

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

BID SECURING DECLARATION

Project Identification No.: IMP2022-01

To: **Duty Free Philippines Corporation**
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

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



Appendix A

Page 2 of 2

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

MCLE Compliance No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.



Appendix B

Page 1 of 3

OMNIBUS SWORN STATEMENT (REVISED)

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;



APPENDIX B

Page 2 of 3

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.

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.



APPENDIX B

Page 3 of 3

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
MCLE Compliance No. _____
PTR No. __, *[date issued]*, *[place issued]*
IBP No. __, *[date issued]*, *[place issued]*

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



APPENDIX C

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

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

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

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

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

NFCC = PhP _____

Submitted by:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____



APPENDIX D

BID FORM

Date: _____
Project Identification No. : **IMP2022-01**

To: **Raphael G. Mondragon**
Duty Free Philippines Corporation
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

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 perform the **PROCUREMENT OF SURETY BONDS (2ND BIDDING) (IMP2022-01)** 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.

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: _____



APPENDIX E

PRICE SCHEDULE

Name of Bidder _____

Project ID No. **IMP2022-01**

Item No.	Description	Qty	Premium	Total	Value Added Tax (VAT)	Total Premium (cols 5+6)	Doc Stamp	Other Fees	Total Amount (cols 7+8+9)
1	General Warehousing Bonds (valued at PhP 108M/policy)	15							
2	General Transport Bonds (valued at PhP30M/policy)	3							
3	Bonds for Bonded Warehouse (1 policy per bonded warehouse based on category and volume of merchandise)	7							
4	Surety Bonds for Bureau of Internal Revenue (valued at PhP100K/policy)	4							
GRAND TOTAL									

Note:

- For Applicable taxes, please refer to Section 32.2.2 of RA9184
- For purposes of computation, where applicable, all figures should be rounded off to a maximum of two (2) decimal places.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____



APPENDIX F

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.

Invitation to Bid: **IMP2022-01**

To: **Raphael G. Mondragon**
Duty Free Philippines Corporation
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/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 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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
MCLE Compliance No. _____
PTR No. __, *[date issued]*, *[place issued]*
IBP No. __, *[date issued]*, *[place issued]*

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



APPENDIX G

Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between [name of PROCURING ENTITY] of the _____ Philippines with _____ office _____ address _____ at _____, represented herein by its _____ and hereinafter referred to as the "THE PROCURING ENTITY".

and

[name of SUPPLIER], a duly registered entity existing under the laws of the Philippines, with postal address at _____, represented by its _____, hereinafter referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project _____;

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article I GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.



2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a. the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - b. the Framework Agreement List and the Technical Specifications;
 - c. the General Conditions of Contract;
 - d. the Special Conditions of Contract;
 - e. the Performance Security or Performance Securing Declaration;
 - f. the Procuring Entity's Notice to Execute Framework Agreement;
 - g. Mini Competition, when necessary; and
 - h. Call-Offs.

Article II DURATION

The term of this Agreement shall be from _____ to _____ unless sooner revoked by both parties.

Article III CONSIDERATION

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and performe the services subject to the conditions of the Call-off.

Article IV PERFECTION OF PROCUREMENT CONTRACT

The Framework Agreement being an option contract, a procurement contract is perfected only when THE PROCURING ENTITY exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off

Article V OBLIGATION TO ANSWER A CALL-OFF

Once THE PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.



Failure on the part of THE SUPPLIER to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.

**Article VI
TERMS AND CONDITIONS**

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
MCLE Compliance No. _____
PTR No. ___, *[date issued]*, *[place issued]*
IBP No. ___, *[date issued]*, *[place issued]*

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



APPENDIX H

REQUEST FOR RECONSIDERATION

Date of Issuance

Raphael G. Mondragon
Duty Free Philippines Corporation
Fiestamall, Columbia Complex,
Ninoy Aquino Avenue, Parañaque City

Dear Sir:

In relation to the results of the Bid Opening/Post-Qualification conducted for the bidding of the **PROCUREMENT OF SURETY BONDS (2ND BIDDING) (IMP2022-01)** held on (date and time) at (venue) , we would like to request for reconsideration the decision of "Ineligibility" of our of our firm on the following grounds:

State reason/s.

We are hoping for your consideration.

Very truly yours,

Name of the Representative of the Bidder
Position of the Representative
Name of the Bidder

Received by the BAC : _____
Date : _____