



## Bid Notice Abstract

### Invitation to Bid (ITB)

|                         |   |
|-------------------------|---|
| <b>Reference Number</b> | 8219241   |
| <b>Procuring Entity</b> | ANTI-MONEY LAUNDERING COUNCIL   |
| <b>Title</b>            | Subscription, Software Maintenance and Support of Penetration Testing Tool (Metasploit) |
| <b>Area of Delivery</b> | Metro Manila  |

|  |  |                              |                     |
|--|--|------------------------------|---------------------|
| <b>Solicitation Number:</b>              | PR22-001   | <b>Status</b>                | <b>Active</b>       |
| <b>Trade Agreement:</b>                  | Implementing Rules and Regulations   | <b>Associated Components</b> | 1                   |
| <b>Procurement Mode:</b>                 | Public Bidding   | <b>Bid Supplements</b>       | 0                   |
| <b>Classification:</b>                   | Goods  | <b>Document Request List</b> | 0                   |
| <b>Category:</b>                         | Information Technology   | <b>Date Published</b>        | 24/11/2021          |
| <b>Approved Budget for the Contract:</b> | PHP 1,464,000.00   | <b>Last Updated / Time</b>   | 24/11/2021 00:00 AM |
| <b>Delivery Period:</b>                  | 1 Day/s  | <b>Closing Date / Time</b>   | 14/12/2021 10:00 AM |
| <b>Client Agency:</b>                    |  |                              |                     |
| <b>Contact Person:</b>                   | Ma. Charmaine Gloria<br>BAC Secretariat (Bank Officer II)<br>Rm 507, 5/F EDPC Bldg.,<br>BSP Complex<br>Manila<br>Metro Manila<br>Philippines 1004<br>63-921-7121733<br><br>mgloria@amlc.gov.ph |                              |                     |

#### Description

##### Invitation to Bid

1. The Anti-Money Laundering Council (AMLC), through the National Expenditure Program for FY 2022 intends to apply the sum of One Million Four Hundred Sixty-Four Thousand Pesos, PHP 1,464,000.00 being the ABC to payments under the contract for the Subscription, Software Maintenance and Support of Penetration Testing Tool (Metasploit) /Purchase Request No. 22-001. For the purpose of early procurement authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2022 National Expenditure Program shall be used as basis. Further, consistent with the requirement in the same Section 7.6, no award of contract shall be made until the approval and effectivity of the FY 2022 General Appropriations Act. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The AMLC now invites bids for the above Procurement Project. Delivery of the Goods is required within 1 calendar day after receipt of Notice to Proceed. Bidders should have completed, within two years prior 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. Prospective Bidders may obtain further information from AMLC and inspect the Bidding Documents at the address given below from 8:00AM to 4:30PM Monday to Friday.

5. A complete set of Bidding Documents may be acquired by interested Bidders on appointment basis at Gate 3, Bangko Sentral ng Pilipinas Complex, Malate, Manila 1004 and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP5,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

6. The AMLC will hold a Pre-Bid Conference<sup>1</sup> on 2 December 2021, 10:00 AM at AMLC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.

a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address provided below at least one (1) day before the scheduled pre-bid conference.

b. An invitation shall be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 14 December 2021, 10:00 AM. Late bids shall not be accepted.

a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address provided below at least one (1) day before the scheduled opening of bids.

b. Participating bidders are requested to sign over the sealed flap of the envelopes. As precautionary measure, participating bidders are strongly advised to wrap/enclose their respective bidding documents with plastic, preferably clear, to facilitate disinfection/sanitation and quick evaluation on the proper sealing and marking of bid envelopes.

c. Bidders are advised to submit their documents at least thirty (30) minutes before the scheduled deadline of submission to allow time for possible queuing due to conduct of thermal scanning, and for sanitation of the bid envelope(s) and transit of the documents to the designated bidding room.

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 14 December 2021, 10:01 AM at AMLC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila and/or through video conferencing or webcasting via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

An invitation shall be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.

10. The AMLC 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.

11. For further information, please refer to:

Froilan L. Cabarios  
fcabarios@amlc.gov.ph

Ma. Charmaine Gloria  
mgloria@amlc.gov.ph  
Telephone Number: +632 8708-7923

Bids and Awards Committee  
Anti-Money Laundering Council  
Room 507, 5/F, EDPC Building, BSP Complex  
A. Mabini Street, Malate, Manila  
Fax Number: +632 8708-7909  
www.amlc.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: [www.philgeps.gov.ph](http://www.philgeps.gov.ph) / [www.amlc.gov.ph](http://www.amlc.gov.ph)

#### **Pre-bid Conference**

| <b>Date</b> | <b>Time</b> | <b>Venue</b>   |
|-------------|-------------|--|
| 02/12/2021  | 10:00:00 AM | AMLC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini |

Street, Malate, Manila and/or through video conferencing or webcasting via Zoom.

**Created by** Ma. Charmaine Gloria

**Date Created** 22/11/2021

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Republic of the Philippines  
**ANTI-MONEY LAUNDERING COUNCIL**

## **BIDDING DOCUMENTS**

for

## **SUBSCRIPTION, SOFTWARE MAINTENANCE AND SUPPORT OF PENETRATION TESTING TOOL (METASPLOIT)**

**Purchase Request No. 22-001**

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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.





Republic of the Philippines  
**ANTI-MONEY LAUNDERING COUNCIL**

## ***Invitation to Bid***

1. The *Anti-Money Laundering Council (AMLC)*, through the *National Expenditure Program for FY 2022* intends to apply the sum of **One Million Four Hundred Sixty-Four Thousand Pesos, PHP 1,464,000.00** being the ABC to payments under the contract for the *Subscription, Software Maintenance and Support of Penetration Testing Tool (Metasploit) /Purchase Request No. 22-001*. For the purpose of **early procurement** authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2022 National Expenditure Program shall be used as basis. Further, consistent with the requirement in the same Section 7.6, **no award of contract shall be made until the approval and effectivity of the FY 2022 General Appropriations Act**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *AMLC* now invites bids for the above Procurement Project. Delivery of the Goods is required ***within 1 calendar day after receipt of Notice to Proceed***. Bidders should have completed, within **two years** prior 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. Prospective Bidders may obtain further information from *AMLC* and inspect the Bidding Documents at the address given below from **8:00AM to 4:30PM Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders ***on appointment basis*** at **Gate 3, Bangko Sentral ng Pilipinas Complex, Malate, Manila 1004** and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **PhP5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

6. The AMLC will hold a **Pre-Bid Conference**<sup>1</sup> on **2 December 2021, 10:00 AM** at **AMLC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila** and/or through video conferencing or webcasting via **Zoom**, which shall be open to prospective bidders.
  - a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address provided below at least one (1) day before the scheduled pre-bid conference.
  - b. An invitation shall be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **14 December 2021, 10:00 AM. Late bids shall not be accepted.**
  - a. Participating bidders are requested to submit their contact information and email addresses to be used for the videoconferencing to the email address provided below at least one (1) day before the scheduled opening of bids.
  - b. Participating bidders are requested to sign over the sealed flap of the envelopes. As precautionary measure, participating bidders are strongly advised to wrap/enclose their respective bidding documents with plastic, preferably clear, to facilitate disinfection/sanitation and quick evaluation on the proper sealing and marking of bid envelopes.
  - c. Bidders are advised to submit their documents at least thirty (30) minutes before the scheduled **deadline** of submission to allow time for possible queuing due to conduct of thermal scanning, and for sanitation of the bid envelope(s) and transit of the documents to the designated bidding room.
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 **14 December 2021, 10:01 AM** at **AMLC Conference Room, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila** and/or through video conferencing or webcasting via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

An invitation shall be sent by the BAC-Secretariat to the respective e-mail address of the authorized representatives.
10. The AMLC 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.
11. For further information, please refer to:

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

*Froilan L. Cabarios*  
*fcabarios@amlc.gov.ph*

*Ma. Charmaine Gloria*  
*mgloria@amlc.gov.ph*  
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*Bids and Awards Committee*  
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*A. Mabini Street, Malate, Manila*  
*Fax Number: +632 8708-7909*  
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12. You may visit the following websites:

For downloading of Bidding Documents: [www.philgeps.gov.ph](http://www.philgeps.gov.ph) / [www.amlc.gov.ph](http://www.amlc.gov.ph)

22 November 2021

  
**MA. RHEA M. SANTOS-MENDOZA**  
*BAC Chairperson*

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, *Anti-Money Laundering Council (AMLC)*, wishes to receive Bids for the *Subscription, Software Maintenance and Support of Penetration Testing Tool (Metasploit)*, with identification number *Purchase Request No. 22-001*.

The Procurement Project (referred to herein as “Project”) is composed of 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 *Fiscal Year 2022* in the amount of *PhP1,464,000.00*.

2.2. The source of funding is:

**NGA, the National Expenditure Program.**

### **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:
  - 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

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: Subcontracting is not allowed.

## 8. Pre-Bid Conference

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

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *two years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> 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**.

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<sup>2</sup> 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.

- 14.2. The Bid and bid security shall be valid within the period specified in the **BDS**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **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.

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

The Bidders shall submit on the specified date and time at its physical address 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**

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

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

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

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



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

19.4. The Project shall be awarded as follows:

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**

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**

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*

|                   |  |
|-------------------|--|
| <b>ITB Clause</b> | Absence of compliance or failure to comply with any of the following requirements or instructions shall be a <b>ground for the rejection of the bid</b> .  |
| 5.3               | For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <i>Supply, delivery, support and maintenance, installation and/or set-up of any Information Technology Security Solution.</i></li> <li>b. completed within <i>two years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>  |
| 7                 | Subcontracting is not allowed.   |
| 10.1              | <ul style="list-style-type: none"> <li>• Compliance with the Technical Specifications <b>must</b> be supported by evidence in a Bidders Bid and cross-referenced to that evidence.<br/><br/>Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples or product demonstration, notarized deed of undertaking to comply with the specific requirements, etc., as appropriate.<br/><br/>A statement that is <b>not</b> supported by evidence or is subsequently found to be contradicted by the evidence presented, or is <b>not</b> cross-referenced to the evidence, shall render the Bid under evaluation liable for rejection.</li> <li>• The Omnibus Sworn Statement <b>shall</b> be in the prescribed form and <b>shall</b> be accompanied by a Secretary’s Certificate or Special Power of Attorney, as the case may be. Absence of the required Secretary’s Certificate or Special Power of Attorney <b>shall</b> be considered as non-compliance with the requirements and a ground for rejection of the bid.<br/><br/>Notarization of the foregoing documents <b>shall</b> comply with the <i>2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC)</i>, as amended by <i>Supreme Court En Banc Resolution dated 19 February 2008</i>, particularly on the requirements on acknowledgment, jurat, affirmation or oath, and competent evidence of identity. Non-compliance with any of these requirements shall be a ground for rejection of the bid.</li> </ul> |
| 12                | The price of the Goods shall be quoted DDP <i>AMLC, Room 507, 5/F EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila</i> 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:  |

|      |  |
|------|--|
|      | <p>a. The amount of not less than PhP29,280.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than PhP73,200.00, if bid security is in Surety Bond.</p>   |
| 14.2 | The Bid and bid security shall be valid within <b>120 days</b> from date of submission.  |
| 15   | <p>Bidders are required to use the specific templates provided under <b>Section IX (Bidding Forms)</b>, if applicable.</p> <p>Any alteration to the format of the prescribed forms, and/or use of substitute forms shall be considered as non-compliance with the requirements and a ground for rejection of the bid.</p>  |
| 19.3 | N/A  |
| 20   | <p><b>3<sup>rd</sup> Envelope - Post Qualification Documents:</b></p> <p>In cases, that only Valid PhilGEPS Registration Certificate (Platinum Membership) was presented during bid submission, the following shall be required to be submitted:</p> <p>a. 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; <b>and</b></p> <p>b. Current Year Mayor's Permit/municipal licenses; <b>and</b></p> <p>c. Y2020 Income Tax Returns (ITR) duly filed thru Electronic Filing and Payment System (eFPS) of the BIR, as provided for under E.O. 398 or RR 3-2005 together with the Filing and Payment References. If filed manually, bidder should also submit proof of enrollment to eFPS; <b>and</b></p> <p>d. Business Tax Returns (Value-Added Tax – Form 2550-Q) for the last quarter, per Revenue Regulations 3-2005.</p> |
| 21   | <p><b>Additional Contract Documents:</b></p> <p><i>Use of Contract Documents and Information:</i></p> <p>The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>The Supplier shall not divulge or communicate to any person or use or exploit for purpose whatsoever any confidential information which may or may have</p>   |

|  |  |
|--|--|
|  | <p>come to the Supplier's knowledge by reason of or in connection with the contract and shall prevent its employees, officers, agents and consultants from so acting.</p> <p>The Supplier shall ensure that its personnel, employees and other individuals given access to the Entity's records, documents, data, or equipment shall adhere strictly to the terms of the contract.</p> <p>Any document, other than this Contract itself, shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.</p> <p>All data or information obtained, collected or received by the Supplier, in connection with the delivery of its goods or provision of its services, shall be owned exclusively by the Procuring Entity.</p> |
|--|--|

# ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

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

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

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

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

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

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

|                   |  |
|-------------------|--|
| <b>GCC Clause</b> | In cases of conflict between the provisions of the GCC and the SCC, <b>the SCC requirement shall always prevail.</b>   |
| 1                 | <b>Scope of Contract</b>   |
|                   | <p><b>Equivalency of Standards and Codes:</b></p> <p>Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.</p> <p>Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “<i>or at least equivalent.</i>” References to brand names cannot be used when the funding source is the GOP.</p> <p>Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.</p> <p>Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.</p> <p><b>Delivery and Documents:</b></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><i>For Goods supplied from abroad, state:</i> “The delivery terms applicable to the Contract are DDP delivered AMLC, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines, state:</i> “The delivery terms applicable to this Contract are delivered [MLC, Room 507, 5/F, EDPC Building, BSP Complex, A. Mabini Street, Malate, Manila. 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 <b>Section VI (Schedule of Requirements)</b>.</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Ronaldo C. Velasco.</p> <p><b>Incidental Services:</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in <b>Section VI (Schedule of Requirements)</b>:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |
|  | <p><b>Packaging:</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p>   |



|  |  |
|--|--|
|  | <p>Name of the Supplier<br/> Contract Description<br/> Final Destination<br/> Gross weight<br/> Any special lifting instructions<br/> Any special handling instructions<br/> Any relevant HAZCHEM classifications</p>  |
|  | <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>   |
|  | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights:</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |

| 2   | <b>Advance Payment and Terms of Payment</b>   |                                     |   |  |  |   |  |  |                      |
|---|---|-------------------------------------|---|--|--|---|--|--|----------------------|
| 2.2   | The terms of payment shall be one-time payment.   |                                     |   |  |  |   |  |  |                      |
| 3   | <b>Performance Security</b>   |                                     |   |  |  |   |  |  |                      |
|   | <p>The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:</p> <table border="1"> <thead> <tr> <th><b>Form of Performance Security</b></th> <th><b>Amount of Performance Security (Not less than the required percentage of the Total Contract Price)</b></th> </tr> </thead> <tbody> <tr> <td>a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</td> <td>Goods and Consulting Services – Five percent (5%)<br/><br/>Infrastructure Projects – Ten percent (10%)</td> </tr> <tr> <td>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument</td> <td></td> </tr> <tr> <td>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td>Thirty percent (30%)</td> </tr> </tbody> </table> | <b>Form of Performance Security</b> | <b>Amount of Performance Security (Not less than the required percentage of the Total Contract Price)</b> | a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument. | Goods and Consulting Services – Five percent (5%)<br><br>Infrastructure Projects – Ten percent (10%) | b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument |  | c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. | Thirty percent (30%) |
| <b>Form of Performance Security</b>   | <b>Amount of Performance Security (Not less than the required percentage of the Total Contract Price)</b>   |                                     |   |  |  |   |  |  |                      |
| a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.  | Goods and Consulting Services – Five percent (5%)<br><br>Infrastructure Projects – Ten percent (10%)  |                                     |   |  |  |   |  |  |                      |
| b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument |   |                                     |   |  |  |   |  |  |                      |
| c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.  | Thirty percent (30%)  |                                     |   |  |  |   |  |  |                      |
| 4   | <b>Inspection and Tests</b>   |                                     |   |  |  |   |  |  |                      |
|   | <p>The inspections and tests that will be conducted:</p> <ul style="list-style-type: none"> <li>• <i>Inspections of Certificate/ Proof of Entitlement</i></li> <li>• <i>Inspections on compliance with the requirements of the Bidding Documents, including Technical Specifications and Schedule of Requirements.</i></li> </ul>   |                                     |   |  |  |   |  |  |                      |
| 5   | <b>Warranty</b>   |                                     |   |  |  |   |  |  |                      |
| 5.1   | The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to <b>five percent (5%)</b> of every progress payment, or a special bank guarantee equivalent to <b>five percent (5%)</b> of the total Contract Price, in accordance with GPPB Resolution No. 30-2017.  |                                     |   |  |  |   |  |  |                      |

|   |  |
|---|--|
|   | <p>The said amounts shall only be released after the lapse of <b>one (1) year after acceptance</b> by the Procuring Entity of the delivered Goods.</p> <p>After the lapse of the period, the Procuring Entity shall release the retention money or special bank guarantee, <i>Provided</i>, that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.</p> |
| 6 | <p><b>Liability of Supplier</b><br/>As provided in the GCC.</p>  |

## *Section VI. Schedule of Requirements*

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

| <b>Item Number</b> | <b>Description</b>   | <b>Quantity</b> | <b>Total</b> | <b>Delivered, Weeks/Months</b>  |
|--------------------|--|-----------------|--------------|---|
| 1                  | Certificate / Proof of Entitlement for 1 Year <i>Subscription, Software Maintenance and Support of Penetration Testing Tool (Metasploit)</i> | 1 Lot           | 1 Lot        | <i>Within 1 calendar day</i> after receipt of Notice to Proceed                                 |
| 2                  | 1 Year Actual coverage of the <i>Subscription, Software Maintenance and Support of Penetration Testing Tool (Metasploit)</i> contract        |                 |              | 1 year but will be dependent on when the contract will be awarded due to cash budgeting system. |
| 3                  | 1 Year Local Standard Technical Support and Maintenance  |                 |              | 1 year but will be dependent on when the contract will be awarded due to cash budgeting system. |
| 4                  | Quarterly security evaluation on the policies and configuration of the systems deployed  |                 |              | <i>Last weeks</i> of March 2022, June 2022, September 2022, December 2022                       |

## *Section VII. Technical Specifications*

| Item | Specification   | Statement of Compliance | Reference |
|------|---|-------------------------|-----------|
| 1    | Metasploit Pro – 1 named user with installation; unlimited target IPs; 1 Year subscription  |                         |           |
| 2    | Metasploit Pro 1 Year Software Maintenance and Support including installation of version releases and patches   |                         |           |
| 3    | 1 Year Local Standard Technical Support, which shall include unlimited phone and e-mail support during normal business hours within 4-hour response time, Monday to Friday, 8:00am to 5:00pm, excluding holidays                |                         |           |
| 4    | Quarterly security evaluation on the policies and configuration of the systems deployed   |                         |           |
| 5    | The supplier must provide a grace period (free of charge) of thirty (30) calendar days from the date of expiration of subscription and software maintenance and support.  |                         |           |
| 6    | The supplier must provide a price quotation for 1 month subscription and software maintenance and support to determine how much will be deducted if the award will be delayed due to effectivity of General Appropriations Act. |                         |           |

*[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.]*

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

## **I. TECHNICAL COMPONENT ENVELOPE**

### ***Class “A” Documents***

#### ***Legal Documents***

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

#### ***Technical Documents***

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

#### ***Financial Documents***

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

#### ***Class "B" Documents***

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

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

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

#### **25 FINANCIAL COMPONENT ENVELOPE**

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

#### **Notes:**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# *Section IX. Bidding Forms*

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## Financial Bid Form

---

Date: \_\_\_\_\_  
Purchase Request No.: \_\_\_\_\_

To: **BIDS AND AWARDS COMMITTEE**  
Anti-Money Laundering Council  
Room 507, 5/F, EDPC Building, BSP Complex  
Malate, Manila

Gentlemen:

Having examined the Bidding Documents (including Bid Bulletin), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver \_\_\_\_\_ in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ [*total bid amount in words*] (**PHP** \_\_\_\_\_) [*total bid amount in figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 14.2 **Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

We likewise certify/confirm that the undersigned, as the owner and sole proprietor or authorized representative of \_\_\_\_\_ [*Name of Bidder*], has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *Subscription, Software Maintenance and Support of Penetration Testing Tool (Metasploit)* of the *Anti-Money Laundering Council*.

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.

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

**Schedule of Prices**  
(For Services)

Name of Bidder \_\_\_\_\_.  
Purchase Request No. 22-\_\_\_\_\_

| Item                   | Specification | Cost*<br>(Inclusive of Value-Added Tax<br>and Other Incidental Expenses) |
|------------------------|---------------|--|
| 1                      |               |  |
| 2                      |               |  |
| 3                      |               |  |
| 4                      |               |  |
| <b>TOTAL BID PRICE</b> |               |  |

\*Merge for 1 Lot

\_\_\_\_\_

*[signature]*

\_\_\_\_\_

*[in the capacity of]*

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

**SCHEDULE OF PRICES**  
(For Goods Offered from Within the Philippines)

Name of Bidder \_\_\_\_\_.

Purchase Request No. 22-\_\_\_\_\_

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

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

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

**SCHEDULE OF PRICES**  
(For Goods Offered from Abroad)

Name of Bidder \_\_\_\_\_.

Purchase Request No. 22-\_\_\_\_\_

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

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of

## Contract / Agreement Form for the Procurement of Goods (Revised)

---

### 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]***  
*Authorized Representative of the Entity*

***[Insert Name and Signature]***  
Authorized Representative of the Supplier

WITNESSES:

***[Insert Name and Signature]***  
*Authorized Representative of the Entity*

***[Insert Name and Signature]***  
Authorized Representative of the Supplier

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

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, personally appeared the following persons with their respective competent evidence of identity:

|               |                               |                     |
|---------------|-------------------------------|---------------------|
| [Insert Name] | Government-Issued ID/No.      | Date/Place of Issue |
|               | _____                         | _____               |
| [Insert Name] | Community Tax Certificate No. | Date/Place of Issue |
|               | _____                         | _____               |
| [Insert Name] | Government-Issued ID/No.      | Date/Place of Issue |
|               | _____                         | _____               |
| [Insert Name] | Community Tax Certificate No. | Date/Place of Issue |
|               | _____                         | _____               |

who were identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and of the principals they represent.

This instrument, referring to the CONTRACT / AGREEMENT for \_\_\_\_\_, consisting of \_\_\_\_\_ ( ) pages, including this page where this Acknowledgment is written, was duly signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

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## Omnibus Sworn Statement (Revised)

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

### AFFIDAVIT

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

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

*[If a sole proprietorship:]* I am the sole proprietor 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.

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

**SUBSCRIBED AND SWORN** to before me on \_\_\_\_\_ at \_\_\_\_\_, 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 Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal on \_\_\_\_\_.

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## Secretary's Certificate

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I, \_\_\_\_\_, of legal age, [*single/married*], Filipino and with address at after having being sworn in accordance with law, do hereby CERTIFY that:

1. I am the incumbent and duly designated Corporate Secretary of [*business/company name*], organized and existing in accordance with law, with principal office address at [*business/company address*];
2. As Corporate Secretary, I am the custodian of the corporate books and records, including the Minutes of Meetings and Resolutions of the Board of Directors;
3. The Board of Directors issued Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, authorizing **Mr./Ms. [*name of representative*]**, whose signature and initial appears below, to 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 Anti-Money Laundering Council;**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Initial of Authorized Representative

4. That the above-cited authorization has not been amended, modified and/or superseded and is therefore still in full force and effect;
5. This certification is being issued to attest to the truth of the foregoing.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s on \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

**SUBSCRIBED AND SWORN** to before me on \_\_\_\_\_ at \_\_\_\_\_, 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 Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal on \_\_\_\_\_.

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## Bank Guarantee Form for Advance Payment

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To: *Anti-Money Laundering Council*  
*Subscription, Software Maintenance and Support of Penetration Testing Tool*  
*(Metasploit)*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the Anti-Money Laundering Council (AMLC) a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

## Bid Securing Declaration Form

---

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

x-----x

### BID SECURING DECLARATION Invitation to Bid: [*Purchase Request No.22-\_\_\_*]

To: *Anti-Money Laundering Council  
Room 507, 5/F, EDPC Building,  
Bangko Sentral ng Pilipinas Complex,  
Malate, Manila*

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 enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days, as indicated in the Bidding Documents, from receipt of the Notice of Award; (b) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (c) 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 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;
  - (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 on \_\_\_\_\_ at \_\_\_\_\_.

*[NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*  
*[Signatory's Legal Capacity]*  
Affiant

**SUBSCRIBED AND SWORN** to before me on \_\_\_\_\_ at \_\_\_\_\_, 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 Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal on \_\_\_\_\_.

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## 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]*

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

### PERFORMANCE SECURING DECLARATION

**Invitation to Bid:** [Purchase Request No. \_\_]

To: Anti-Money Laundering Council  
Room 507, 5/F, EDPC Building,  
Bangko Sentral ng Pilipinas Complex,  
Malate, Manila

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].

*[NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*  
*[Signatory's Legal Capacity]*  
Affiant

**SUBSCRIBED AND SWORN** to before me on \_\_\_\_\_ at \_\_\_\_\_, 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 Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal on \_\_\_\_\_.

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