

# ANNEX “C”

### FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS,     (Name of Bidder)     (hereinafter called "the Bidder") has submitted his bid dated     (Date)     for the **Supply, Delivery, Installation, Testing and Commissioning of Five (5) Units Power Generator Set (Including Permit to Operate (PTO) Application Plans, Prep & Signing by PME)** (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto Development Bank of the Philippines in the sum of \_\_\_\_\_ for which payment well and truly to be made to the Development Bank of the Philippines, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:

- 1) *The bid security may be forfeited:*

(a) if a Bidder:

a) if a Bidder:

- i) Withdraws its bid during the period of bid validity specified in ITB Clause 15;
- ii) Does not accept the correction of errors pursuant to ITB Clause 26.5(b) (arithmetical error);
- iii) Has a finding against the veracity of any of the documents submitted as stated in ITB Clause 27.2;
- iv) Submits eligibility requirements containing false information or falsified documents;
- v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;
- vi) Allows the use of one's name, or uses the name of another for purposes of public bidding;
- vii) Refuses to accept an award or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated Responsive Bid (LCRB), Most Economically Advantageous Responsive Bid (MEARB), or Most Advantageous Responsive Bid (MARB);
- viii) Refuses or fails to post the required performance security within the prescribed time;
- ix) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

- x) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor; or
- xi) Commits other acts that tend to defeat the purpose of the competitive bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching and Limited Source Bidding, such as but not limited to habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

- i) Fails to sign the contract in accordance with ITB Clause 30;
- ii) Fails to furnish performance security in accordance with ITB Clause 31; or
- iii) Fails to enter into joint venture after the bid is declared successful, in the case of potential JV partners.

we undertake to pay to the Development Bank of the Philippines up to the above amount upon receipt of his first written demand, without the Development Bank of the Philippines having to substantiate his demand, provided that in his demand the Development Bank of the Philippines will note that the amount claimed by him is due to him owing to the occurrence of one or any of the foregoing conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date \_\_\_\_\_ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as the Development Bank of the Philippines may extend it, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_  
SIGNATURE OF THE BANK \_\_\_\_\_  
SEAL \_\_\_\_\_

WITNESS \_\_\_\_\_  
(Name and Signature)

\_\_\_\_\_  
(Address)