



**Bid Bulletin No. 3**  
**08 November 2021**

**PUBLIC BIDDING No. 21-110-1**

***Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicle for the Subic Bay Metropolitan Authority (SBMA)***

Issued pursuant to Sec. 22.5 of the IRR of R.A. 9184 to clarify and/or amend certain provisions in the Bidding Documents issued for this project, considering the issues raised and clarifications made by prospective bidders during the Pre-Bid Conference held on **11 October 2021** and likewise respond to bidders' written queries received within the prescriptive period for filing.

**A. AMENDMENTS**

ITEM NO.	REFERENCE	REMARKS							
1	Section VI. Schedule of Requirements Page 31	To adjust the <b>Delivery Period</b>  Please refer to <b>"Appendix 1"</b> for the amended Schedule of Requirements form							
	<table border="1"> <thead> <tr> <th>Lot No.</th> <th>Qty.</th> <th>Item/Description</th> <th>Delivery Period</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 lot</td> <td> <i>Supply, Delivery and Testing of Aircraft Rescue and Fire Fighting Vehicles, at least 650 horsepower Euro 4 diesel engine.</i> <ul style="list-style-type: none"> <li>• <b>One unit with High Reach Extendable Turret</b></li> <li>• <b>One unit without HRET</b></li> </ul> </td> <td> <del>Within One Hundred Eighty (180) Calendar Days from the effective date indicated in the Notice to Proceed</del>             Within Three Hundred Sixty-Five (365) Calendar Days from the effective date indicated in the Notice to Proceed         </td> </tr> </tbody> </table>		Lot No.	Qty.	Item/Description	Delivery Period	1	1 lot	<i>Supply, Delivery and Testing of Aircraft Rescue and Fire Fighting Vehicles, at least 650 horsepower Euro 4 diesel engine.</i> <ul style="list-style-type: none"> <li>• <b>One unit with High Reach Extendable Turret</b></li> <li>• <b>One unit without HRET</b></li> </ul>
Lot No.	Qty.	Item/Description	Delivery Period						
1	1 lot	<i>Supply, Delivery and Testing of Aircraft Rescue and Fire Fighting Vehicles, at least 650 horsepower Euro 4 diesel engine.</i> <ul style="list-style-type: none"> <li>• <b>One unit with High Reach Extendable Turret</b></li> <li>• <b>One unit without HRET</b></li> </ul>	<del>Within One Hundred Eighty (180) Calendar Days from the effective date indicated in the Notice to Proceed</del>  Within Three Hundred Sixty-Five (365) Calendar Days from the effective date indicated in the Notice to Proceed						
2	Section III. Bid Data Sheet ITB Clause No. 5.3 Page 20  xxx  <del>b. Completed within the ten (10) years prior to the deadline for the submission and receipt of bids.</del>  b. Completed within the last ten (10) years prior to the deadline for the submission and receipt of bids.  xxx	To correct the statement for better understanding.							

<p>3</p>	<p>Section III. Bid Data Sheet ITB Clause No. 15 Page 20</p> <p><del>Each Bidder shall submit one (1) original and One (1) copy of the first and second components of its bid.</del></p> <p><del>The duplicate - i.e. copy 1, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copy 1 need not contain photocopies of the same.</del></p> <p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.</p> <p>The duplicate - i.e. copy 1 and copy 2, must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as bid security, copies 1 and 2 need not contain photocopies of the same.</p>	<p>To amend the requirement of an additional copy of bid envelopes.</p>
<p>4</p>	<p>Section III. Bid Data Sheet ITB Clause No. 20.1 Item No. 12 Page 22</p> <p>xxx</p> <p><del>12. The bidder must provide list of required maintenance parts with corresponding of the ARFF Truck after the warranty period.</del></p> <p>12. 12. The bidder must provide list of required maintenance parts with corresponding price of the ARFF Truck after the warranty period.</p> <p>xxx</p>	<p>To correct the statement for better understanding.</p>
<p>5</p>	<p>Section VIII. Checklist of Technical and Financial Documents Pages 49 – 56</p>	<p>To include proper labelling of the <b>Annexes and add the templates for the Statement of SLCC Similar to the Contract to be Bid and Statement of Ongoing Contracts and Awarded but Not Yet Started Contracts</b></p> <p>Please refer to <b>"Appendix 2"</b> for the amended Annexes</p>

## B. CLARIFICATIONS

NO.	DETAILS	REFERENCES	CLARIFICATIONS
1	Requirement for Tax Clearance for foreign companies.	IRR No. 3-2005 of the Executive Order No. 398 s. 2005	Foreign bidders need to secure Tax Clearance for Foreign Company from the Bureau of Internal Revenue (BIR).
<b>Aljohn International Coporation</b>			
2	The prospective bidder inquired if a foreign partner who is in the market for seven (7) or eight (8) years can be allowed to participate in the bidding activities.	Bid Bulletin No. 2 for PB No. 21-110-1 A. Clarifications Item No. 3 Page 2	A foreign partner who is in the market for seven (7) or eight (8) years is allowed to participate in the bidding activities as long as it has completed a contract similar to the Project within the required period.
3	The prospective bidder inquired if the duly notarized Joint Venture Agreement can be submitted only when the bid is successful.	Rule VIII of the 2016 Revised IRR of RA No. 9184 Section 23.1 (b)	Section 23.1 (b) of the Rule VIII of the 2016 Revised IRR of RA No. 9184 states that <i>"...valid joint venture agreement (JVA), in case the joint venture is already in existence, in the absence of JVA, duly notarized statements from all the potential joint venture partners should be included in the bid..."</i>
<b>FIREX UAE</b>			
4	The prospective bidder requested to be apprised on the rules for allowable advance payment.	Annex D of the 2016 Revised IRR of RA No. 9184 Item No. 4.1	Item No. 4.1 of the Annex D of the 2016 Revised IRR of RA No. 9184 states that <i>"in accordance with Presidential Decree 1445, advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President..."</i>

5	<p>The prospective bidder inquired if the supplier will be imposed with late penalty fees if there will be delays in the delivery of the items in anticipation of shipment issues that will be encountered due to the pandemic.</p>	<p>Section 3 Annex D of the 2016 Revised IRR of RA No. 9184</p>	<p>Please refer to Annex D, Section 3 of the 2016 Revised IRR of RA 9184 on Liquidated Damages. <i>"When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned."</i></p>
<b>BT Industries Inc.</b>			
6	<p>"A.1 Compliance</p> <p>The ARFF vehicles shall be designed to meet the ICAO and NFPA 414 standards as minimum.</p> <p>Comment: The NFPA is the national standard for USA only, while ICAO is the international standard. Therefore, it is humbly suggested that the 'ARFF vehicles shall be designed to meet the NFPA 414 or ICAO Standards,' because some performance data can be specified according to NFPA but not the complete vehicle."</p>	<p>Items A.1 and B.1 Section VII. Technical Specifications of the Bidding Documents Pages 33 and 37</p>	<p>The requirement is retained.</p>
7	<p>"A.11 Cab ECE R29-3 compliant or better.</p> <p>Comment: It is our humble opinion that without a certificate, anybody can say the cab is compliant with ECE R29-3 or better, therefore, the ECE R29-3 certificate issued by a</p>	<p>Items A.11 and B.11 Section VII. Technical Specifications of the Bidding Documents Pages 34 and 39</p>	<p>The requirement is retained.</p>

	third party shall be submitted during the Bid Submission.”		
8	<p>“A.18 Pre-connected Handline</p> <p>The ARFF vehicle shall be provided on each side of the lower body of the compartment with:</p> <ul style="list-style-type: none"> <li>• One (1) Pre-connected handline, 1.5” dia. x 30m. double jacket delivery hose with pistol grip nozzle; and</li> <li>• One (1) water and foam branch-pipe, 1.5” dia.</li> </ul> <p>Comment: Please be informed that the above requirement comes from NFPA and is not required according to ICAO. A handline with a collapsible hose pre-connected to the pressure outlet is very dangerous, because when the pressure outlet will be opened mistakenly or was not fully closed w/o deploying the hose completely, firefighters get easily hurt and locker compartment damaged. Therefore, it is much safer to have TWO HOSE REELS INSTEAD, ONE ON EACH SIDE because any malfunction or wrong operation will not cause any problems because the pressure remains in the hose at the hose reel.”</p>	Items A.18 and B.18 Section VII. Technical Specifications of the Bidding Documents Pages 36 and 40	The requirement is retained.
9	<p>“A.19 Dual Agent Hose Reel Handline</p> <p>The ARFF vehicle shall be provided with two (2) electric rewind hose reel located in a lower body compartment, one on each side. The reel shall hold minimum 50m of DN25 non-deformable delivery hose with coupling and nozzle.</p> <p>Comment: According to study, ninety-eight percent (98%) during fire incidents, firefighters use water/foam only and not Dry Chemical Powder (DCP) because it is very inconvenient and heavy for operation using a dual agent hose reel. Moreover, during operation with the dual agent hose reel, a firefighter always has to unwind two hoses and two nozzles at the same</p>	Items A.19 and B.19 Section VII. Technical Specifications of the Bidding Documents Pages 36 and 40	The requirement is retained.

	<p>time, therefore, it is much better to have ONE HOSE REEL FOR WATER/FOAM AND ONE HOSE REEL FOR DCP. This version is cheaper regarding service and maintenance because the dual hose is more expensive and you always have to change both hoses, even only one needs replacement.</p> <p>Furthermore, you have to know that due to the friction loss inside a 25mm hose the output of the water/foam nozzle will be less than 120 lpm. Using 32mm/30m hose will give you an output of at least 220 lpm. Same applies for the DCP hose reel as well. Here we recommend to use also a 32mm/30 hose to achieve the required output. At least this alternative shall be allowed in this procurement, which is either ONE DUAL AGENT HOSE REEL OR TWO SEPARATE HOSE REELS FOR WATER AND FOAM WITH 32MM/30M."</p>		
<b>NAFFCO</b>			
10	"Can we submit SLCC for a delivered vehicle with similar nature such as Crash Fire tender as reference?"	ITB Clause 5.3 Section III. Bid Data Sheet of the Bidding Documents Page 20	Similar Projects pertain to: "Any supply and delivery of <u>vehicle for rescue and firefighting purposes</u> "
11	"Does the commercial invoice & packing list with stamp received and sign from end-user is acceptable as supporting document in SLCC?"	Item No. 3 ITB Clause 20.1 Section III. Bid Data Sheet of the Bidding Documents Page 21	<p>Item No. 3 of the ITB Clause 20.1 of the Bidding Documents states that proof of completion of SLCC <i>"any verifiable document(s) <b>such as but not limited to the following:</b> (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion."</i></p> <p>Thus, the commercial invoice and packing list with stamp received</p>

			and signed by the end-user is acceptable as supporting document for SLCC for as long as it is verifiable.
12	<p>"Kindly advise if the below clause is really applicable &amp; to which office the certification has to be obtain from for the below requirements? We had inquired the same from the respective Consulate &amp; Embassy both from Philippines and UAE, unfortunately, they are not issuing this kind of certification.</p> <p><i>(m) [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."</i></p>	<p>Item (m) Section VIII. Checklist of Technical and Financial Documents of the Bidding Documents Page 47</p> <p>or</p> <p>Section 8.5.2 of the 2016 Revised IRR of RA 9184</p>	<p>To underscore the provision in the Bidding Documents, Item (m) of Section VIII. Checklist of Technical and Financial Documents is an additional requirement under RA No. 9184, <b>if said requirement is applicable to the bidder.</b></p> <p>Otherwise, please refer to Section 8.5.2 of the Revised IRR of RA 9184 for the equivalent documents required for foreign bidders.</p>
13	"May we request for an extension till Monday (October 18, 2021) to send other related clarifications in case for technical matters?"	Bid Bulletin No. 2 PB 21-110-1	Please refer to Bid Bulletin No. 2 for PB 21-110-1 for the <b>amended Schedule of Bidding Activities</b>
14	<p>"If ever for "Class A" Legal Documents listed as per below, please confirm that we can submit only (a) PHILGEPS REGISTRATION CERTIFICATE (Platinum Membership) (all pages) in lie (b), (c) &amp; (d).</p> <p>And if ever, during post-qualification, can we present the foreign equivalent of (b) &amp; (c) certified true copy attested being notarized here in Phils. since it is already in English language?"</p>	<p>Legal Documents Class "A" Documents Section VIII. Checklist of Technical and Financial Documents of the Bidding Documents Page 46</p> <p>Section 23.2 2016 Revised IRR of RA 9184</p>	<p>To reiterate the Class "A" documents as prescribed in Section VIII. Checklist of Technical and Financial Documents of the Bidding Documents, bidders are required to submit their Class "A" or Legal Documents during the Opening of Bids, viz: (a) valid PhilGEPS Registration Certificate (Platinum Membership, all pages); <b>or</b> (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</p>

			<p>or its equivalent document; <b>and</b> (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; <b>and</b> (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</p> <p>Section 23.2 of the 2016 Revised IRR of RA 9184 provides that the eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC from foreign bidders <i>"...shall be authenticated by the appropriate Philippine foreign service establishments/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines."</i></p>
15	<p>"For the below requirement, kindly advise the certification who has to issue for our company &amp; advise as well if there's any exact proof you would like to see. <i>20.1.5 Certification accompanied with verifiable proof that the brand being offered has been in the International Market for at least TEN (10) YEARS;"</i></p>	<p>Item Nos. 5 ITB Clause 20.1 Section III. Bid Data Sheet Page 21 of the Bidding Documents</p>	<p>Shall be issued by the manufacturer. No specific document as long as it shows verifiable proof.</p>
16	<p>"Tender mentioned delivery 180 days. Can we deliver the units into 16-18 months? As we are having difficulty in outsourcing supply/ raw materials &amp; shipping issues caused by global pandemic."</p>	<p>A. Amendments Bid Bulletin No. 3 PB 21-110-1</p>	<p>Please refer to A. Amendments of the Bid Bulletin No. 3 for PB No. 21-110-1 <b>for the amended Schedule of Requirements</b></p>



17	"Engine required Euro 4 or better. Can we offer Tier 4F which is equivalent to Euro 5."	Items A.2 and B.2 Section VII. Technical Specifications of the Bidding Documents Pages 33 and 35	Tier 4F is acceptable as long as the fuel required is available at major local gas stations.
18	"It is mentioned dual agent hose reel. We understand dual agent means water and foam. Please confirm."	Items A.19 and B.19 Section VII. Technical Specifications of the Bidding Documents Pages 36 and 40	One hose for water/foam and the other hose for dry chemical powder.
19	"It is required that the body and firefighting system shall be manufactured by same ARFF manufacturer including pump, foam proportioning system, HRET, roof/bumper turret. We are assembling different components from different supplier. Can we declare pump and foam proportioning system but HRET and monitors from other OEM?"	Section VII. Technical Specifications of the Bidding Documents	Different manufacturers of components is acceptable.
20	"Pump mentioned normal and high pressure pump. Is this referring to two operating pressures like 10 bar and 40 bar ( i.e. 6000 lpm at 10 bar / 250 lpm at 40 bar) or only single pressure bar? Please confirm."	Item A.15 and B.15 Section VII. Technical Specifications of the Bidding Documents Pages 35 and 40	Provision is for the single manufacturer requirement of major components same as Item 19. Operating pressure shall be in accordance with standards.
21	"Required certificate of compliance to ICAO and NFPA 414 of the offered brand and model. Is this self-made certificate ( NAFFCO certificate of test as per ICAO / NFPA 414) or need Th party agency company to do test and certify? Please confirm."	Item Nos. 11 ITB Clause 20.1 Section III. Bid Data Sheet of the Bidding Documents Page 22	Retain requirement as stated in the bid data sheet.
<b>RDAK Transport Equipment Inc.</b>			
22	"I would like to request clarification on the word 'company' on Item No. (5 and 6 of the ITB Clause 20.1)..."	Item Nos. 5 and 6 ITB Clause 20.1 Section III. Bid Data Sheet of the Bidding Documents Pages 21 and 22	Item No. 5 Certification accompanied with <i>verifiable</i> proof that the brand being offered has been in the International Market for at least TEN (10) YEARS <b>refers to the manufacturer</b> . While, Item No. 6 Certification accompanied with verifiable proof that the company has supplied ARFF for the last ten (10) years refers to the bidder (local or foreign).

23	"...we are sending this letter to request for a 3-week extension from the date of the scheduled bid opening."	Bid Bulletin No. 2 PB 21-110-1	Please refer to Bid Bulletin No. 2 for PB 21-110-1 for the <b>amended Schedule of Bidding Activities</b>
24	"We would like to request the amendment of the delivery period from five (5) months to one (1) year..."	A. Amendments Bid Bulletin No. 3 PB 21-110-1	Please refer to A. Amendments of the Bid Bulletin No. 3 for PB No. 21-110-1 for the <b>amended Schedule of Requirements</b>
<b>Kolonwel Trading</b>			
25	"We would like to respectfully request for the extension of your scheduled bidding..."	Bid Bulletin No. 2 PB 21-110-1	Please refer to Bid Bulletin No. 2 for PB 21-110-1 for the <b>amended Schedule of Bidding Activities</b>
26	"May we also request the copies of minutes of the Pre-bidding documents held last 11 October 2021 for our reference."	Section 22.4 of the Revised 2016 IRR of RA 9184	Minutes of the Meeting will be provided separately upon written request.
<b>Integrated Energy System &amp; Resources, Inc.</b>			
27	"...would like to inquire about the Single Largest Similar Contract for the above-mentioned project. We have supplied and delivered rescue trucks and we just want to confirm if PSDBM and Subic Bay International Airport (SBIA) will accept this as a Single Largest Similar Contract."	ITB Clause No. 5.3 Section III. Bid Data Sheet of the Bidding Documents Page 20	Similar Projects pertain to: "Any supply and delivery of <u>vehicle for rescue and firefighting purposes</u> "
28	"Clause under Special Instructions that an assistance will be provided to the bidder in order to avail the VAT privilege. However, it is not clear how the bidder can avail of the VAT exemption. Since PSDBM will be conducting the public bidding and the end-user will be SBIA, it is important that we get full information on the VAT exemption privilege. "	General Requirements, Item 7, Special Instructions, Section VII. Technical Specification of the Bidding Documents Page 44	The necessary certification and documents necessary to avail of the VAT free privilege will be provided by SBMA/SBIA.

All other portions of the Bidding Documents affected by these amendments shall be made to conform to the same.

Amendments/inclusions/clarifications made herein shall be considered an integral part of the Bidding Documents.

The changes made in the Philippine Bidding Documents (6<sup>th</sup> Edition, July 2020) are deemed integrated in the terms and conditions for this project.

**SIGNATURE REDACTED**

**DICKSON T. PANTI**

Chairperson, Bids and Awards Committee I

*For the purpose of this Bulletin and for better understanding of its contents, the following rules shall apply: (a) strikethrough denotes deletion; (b) underline denotes inclusion or new item/requirement; and "xxx" denotes separation of phrase/s being amended from the rest of the main text.*

## *Section VI. Schedule of Requirements*

Lot No.	Qty	Item/Description	Delivery period
1	1 lot	<p><i>Supply, Delivery and Testing of Aircraft Rescue and Fire Fighting Vehicles, at least 650 horsepower Euro 4 diesel engine.</i></p> <ul style="list-style-type: none"> <li>• <b>One unit with High Reach Extendable Turret</b></li> <li>• <b>One unit without HRET</b></li> </ul>	<p>Within Three Hundred Sixty-Five (365) Calendar Days from the effective date indicated in the Notice to Proceed</p>

**I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature Over Printed  
Name of Authorized  
Representative

\_\_\_\_\_  
Date

**Bid Form**

Date: \_\_\_\_\_  
 Invitation to Bid No: PB No. 21-110-1

To: *DBM-PS BAC Chairperson  
 Procurement Service  
 PS Complex, RR Road  
 Cristobal St., Paco, Manila*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [\_\_\_\_], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery and Testing of Aircraft Rescue and Fire Fighting Vehicle for the Subic Bay Metropolitan Authority** in conformity with the said Bidding Documents.

<b>Lot No.</b>	<b>Qty/Unit</b>	<b>ITEMS/ DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	1 unit	Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicle <i>WITH High Reach Extendable Turret</i>		
	1 unit	Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicle <i>WITHOUT High Reach Extendable Turret</i>		
		Training, Testing and Acceptance		
<b>Total Bid Price:</b>				

**TOTAL BID PRICE IN WORDS:**

**Lot 1:** \_\_\_\_\_

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Section VI. 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 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.

I/We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert]*: 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 *[Name/Title of the Project.]*

*Or;*

I/We likewise certify/confirm that the undersigned, *[for partnerships, corporations, cooperatives, or joint ventures, insert]*: is granted full power and authority by the *[Name of Bidder]*, to participate, submit the bid and to sign and execute the ensuing contract on the latter's behalf for *[Name/Title of the Project.]*

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 \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[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: \_\_\_\_\_ PB No. 21-110-1 Page \_\_\_ of \_\_\_

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

\_\_\_\_\_ *[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: \_\_\_\_\_

PB No. 21-110-1

Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and 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)	Total Price delivered Final Destination (col 9) x (col 4)

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

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

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



**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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

**AFFIDAVIT**

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

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

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

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

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

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

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

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

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

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards;

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;**

11. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: \_\_\_\_\_  
Fax No/s.: \_\_\_\_\_  
E-mail Add/s.: \_\_\_\_\_  
Mobile No.: \_\_\_\_\_

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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 this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

NAME OF NOTARY PUBLIC  
Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorney's No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;*

*The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.*

Instructions:

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID**

This is to certify that \_\_\_\_\_ (company) has the following completed contracts within the last **ten (10) years**.

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is A. Manufacturer B. Supplier C. Distributor

\_\_\_\_\_ Name and Signature of Authorized Representative \_\_\_\_\_ Date

- a) Cut-off date as of:
- (i) **Up to the day before the deadline of** submission of bids.
- b) **In the column under "Dates", indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.**
- c) **"Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: "Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicle"**

Instructions:

Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts

This is to certify that \_\_\_\_\_ (company) has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

- Instructions:
- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
    - i. **The day before the deadline of** submission of bids.
  - b) If there is no ongoing contract including awarded but not yet started as of the *forementioned period*, state none or equivalent term.
  - d) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document. **"Name of Contract"**. **Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. Example: "Supply, Delivery, Testing and Training of Aircraft Rescue and Fire Fighting Vehicle"**

## JOINT VENTURE AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the “Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ City, Philippines by and among:

\_\_\_\_\_. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”;

- and -

\_\_\_\_\_. a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”;

- and -

\_\_\_\_\_ a foreign corporation organized and existing under and by virtue of the laws of \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”;

(Henceforth collectively referred to as the “Parties”

**WITNESSETH: That**

**WHEREAS**, the Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of \_\_\_\_\_ for the \_\_\_\_\_ ;

**WHEREAS**, the parties have agreed to pool their resources together to form the “\_\_\_\_\_ Joint Venture”, hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

## **ARTICLE I ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “\_\_\_\_\_”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at \_\_\_\_\_ ;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the \_\_\_\_\_ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

## **ARTICLE II PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply and delivery of \_\_\_\_\_ for the \_\_\_\_\_ .

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III  
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV  
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of \_\_\_\_\_ (Php ) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	<u>P</u>	<u>.00</u>
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, \_\_\_\_ shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;



SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V**  
**MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the \_\_\_\_\_, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.  
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of \_\_\_\_ (indicate also the Province in the case of Municipality), this \_\_\_\_\_ day of \_\_\_\_ (month & year) personally appeared the following:

Name	ID Name, Number and Validity Date
------	-----------------------------------

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

### NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_, [date issued], [place issued]  
IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of \_\_\_\_.

#### Note:

*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification*

## SUPPLIER'S LETTERHEAD

\_\_\_\_\_  
Date

**Chairperson**  
**DBM-PS Bids and Awards Committee I**  
**Paco, Manila**

Dear Sir:

This has reference to Public Bidding No. 20-110-1 for \_\_\_\_\_ (Name of Project) \_\_\_\_\_.  
\_\_\_\_\_ (Name of Company) \_\_\_\_\_ respectfully requests for the following:

- Withdraw of Bid Submissions
- Refund of Bid Security  
(Attached is a photocopy of the Procurement Service Official Receipt)
- Cancellation of Credit Line Certificate

It is understood that \_\_\_\_\_ waives its right to file any motion for reconsideration and/pr protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

\_\_\_\_\_  
**Authorized Signatory for the Company**

**Form of Performance Security (Bank Guarantee)**

To : Procurement Service  
PS Complex, Cristobal St.,  
Paco, Manila

WHEREAS, \_\_\_\_\_ (*Name and Address of Supplier*) (hereinafter called “the Supplier”) has undertaken, in pursuance of Notice of Award No. \_\_\_\_\_ dated \_\_\_\_\_ to execute (*Name of Contract and Brief Description*) (hereinafter called “the Contract”);

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

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 you 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 be valid until the date of issue of the Final Acceptance [Inspection, & Certification of Acceptance Report(I.C.A.R)].

SIGNATURE AND SEAL OF THE  
GUARANTOR  
NAME OF BANK  
ADDRESS  
DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## BID SECURING DECLARATION FORM

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

x-----x

### BID SECURING DECLARATION Invitation to Bid: *Public Bidding No. 21-110-1*

To: ***Procurement Service***  
*PS Complex, RR Road*  
*Cristobal St., Paco, Manila*

I/We<sup>1</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 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 this \_\_\_\_ day of [month]  
[year] at [place of execution].

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<sup>1</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*

Affiant

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorney's No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_.

*\*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification*

**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 to Execute Framework Agreement]*

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

**PERFORMANCE SECURING DECLARATION**

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*

Affiant

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used\*], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

NAME OF NOTARY PUBLIC  
Serial No. of Commission

\_\_\_\_\_  
Notary Public for \_\_\_\_\_ until

\_\_\_\_\_  
Roll of Attorney's No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

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Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

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*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification*



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

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

---

### CONTRACT AGREEMENT

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

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - a. 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
  - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - c. 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;
  - d. Performance Security;
  - e. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty**

**Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES    )  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.  
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of \_\_\_\_\_ (indicate also the Province in the case of Municipality), this \_\_\_\_\_ day of (month & year) personally appeared the following:

Name

ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of \_\_\_\_\_ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, [date issued], [place issued]

IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.

Note:

*The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

*“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:*

*At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification*