

# PHILIPPINE BIDDING DOCUMENTS

As Harmonized with Development Partners

# PROCUREMENT OF PPE (FIRE COATS AND FIRE TROUSERS)

BFP BAC 9\_01 s. 2022

Government of the Republic of the Philippines

Sixth Edition  
July 2020

# Preface

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

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

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

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

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

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

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# Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.





Republic of the Philippines  
 DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT  
**BUREAU OF FIRE PROTECTION**  
**REGIONAL OFFICE 9**  
 BFL Building, Fernan Street, Palmera, San Pedro, Pagadian City  
 Fax Number (062) 991-5320/(062) 983-1938  
 Email Address: commel9one@gmail.com

## **INVITATION TO BID** **FOR THE PROCUREMENT OF PPE** **(FIRE COATS AND FIRE TROUSERS)**

1. The BUREAU OF FIRE PROTECTION, REGION 9 (BFP R9), invites PhilGEPS registered suppliers to bid for the following items:

ITEM / DESCRIPTION	QTY			ABC	APPLICABLE FEE FOR THE BIDDING DOCUMENTS
	No.	Total No.	Unit		
Fire Coat (Small)	8	54	pcs	1,614,600.00	5,000.00
Fire Coat (Medium)	32		pcs		
Fire Coat (Large)	14		pcs		
Fire Trousers (Small)	8	54	pcs		
Fire Trousers (Medium)	32		pcs		
Fire Trousers (Large)	14		pcs		

Bids received in excess of the ABC shall be automatically rejected at bid opening.

The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	<b>13 January 2022</b>
Issuance and Availability of Bid Documents	<b>13 January -02 February 2022</b>
Pre-bid Conference	<b>21 January 2022 @ 10:00 AM</b>
Last Day of Written Clarification	<b>22 January 2022</b>
Last Day of Issuance of Bid Bulletin	<b>25 January 2022</b>
Deadline for Submission of Bid Proposals	<b>02 February 2022 @ 09:00 AM</b>
Opening of Bids	<b>02 February 2022 @ 09:30 AM</b>

2. The BFP R9 now invites bids for the abovementioned Procurement Project. Delivery of the Goods is required (**See Section VI Schedule of Requirements**). Bidders should have completed, within **5 years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

- Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” creation as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 5183.

- Prospective Bidders may obtain further information from the Office of the Regional Bids and Awards Committee Secretariat, BFP R9 and inspect the Bidding Documents at the address given below from Mondays to Fridays (8:00 AM to 5:00 PM).
- A complete set of Bidding Documents may be acquired by interested Bidders on 13 January 2022 to 02 February 2022 from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PhP 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in the form of Official Receipt issued by the Finance Unit, BFP R9.
- The BFP R9 will hold a **Pre-Bid Conference on January 21, 2022 at 10:00 AM**. In line with the precautionary health measures being adopted by the agency, the Pre-Bid Conference will be conducted through video-conference (Zoom). Hence interested bidders are advised to send their request for Zoom Link Password to [bacforlife@yahoo.com](mailto:bacforlife@yahoo.com) with the following information together with proof of identity of the attended **a day before** the scheduled conference.

Name of Project
Bid Reference No.
Activity
Company Name
Address
Name of Representative
Contact Nos.
Email Address
Scanned or Photo of Proof of Identity

- Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 9:00 AM February 02, 2022. Late bids shall not be accepted.
- All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- Bid opening shall be on **09:30 AM February 02, 2022** through video-conference (Zoom). Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

10. The BFP R9 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. Please be informed that this is a procurement short of an award, relative to the National Expenditure Program (NEP) CY 2022 for BFP and approved Indicative Annual Procurement Plan for CY 2022. Hence, in the event that the Lowest Calculated and Responsive Bidder (LCRB) has been determined, the issuance of the Notice of Award (NOA) to such bidder may be done only upon approval or enactment of the respective appropriations or budget authorization document.

12. For further information, please refer to:

*Office of the BAC Secretariat*  
Bureau of Fire Protection Region 9  
BFL Building, Fernan Street, Palmera,  
San Pedro, Pagadian City  
[bacforlife@yahoo.com](mailto:bacforlife@yahoo.com)  
09399184415  
<https://region9.bfp.gov.ph/>

13. You may visit the following websites:

For downloading of Bidding Documents:

<https://region9.bfp.gov.ph/invitation-to-bid-2/>

**12 January 2022**

**SUPT ANTONIO N RAZAL JR, DSC**  
**Chairman, BFP R9 BAC**

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## **1. Scope of Bid**

The Procuring Entity, Bureau of Fire Protection, Region 9 wishes to receive Bids for the Procurement of PPE (FIRE COATS AND FIRE TROUSERS) with identification number BFP BAC 9\_01 s. 2022.

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 GAA 2022 in the amount of Two Million One Hundred Fifteen Thousand Pesos and 13/100 (**Php 1,614,600.00**).

2.2. The source of funding is:

- a. 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. a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 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:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

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 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 five (5) 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 BDS.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in 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>1</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>1</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 until 120 Calendar Days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

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

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the IB.

## **17. Opening and Preliminary Examination of Bids**

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

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

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

19.1. The Procuring 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**

20.1. 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, Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

## **21. Signing of the Contract**

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="padding-left: 40px;">Contracts for the Procurement of <u>any</u> of the following PPE: Fire Coats and Fire Trousers</p> <p style="padding-left: 80px;">a. Completed within 5 years prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Pagadian City Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="padding-left: 40px;">a. The amount of not less than <b>P32,292.00</b> <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="padding-left: 40px;">b. The amount of not less than <b>P80,730.00</b> <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>
15	<p>The BFP BAC requires two (2) copies of the bid, which shall be prepared in the following manner:</p> <p>The bidder shall submit One (1) Mother Envelope consisting of Two (2) <i>Envelopes marked as "Original" and "Copy 1"</i>. The <i>Original</i> envelope shall contain Two (2) envelopes consisting of One (1) Technical Components envelope and One (1) Financial Components envelope. Copy 1 shall contain similar component as the Original.</p> <p>Each envelope (Technical and Financial Component) shall contain the requirements (See Checklist of Technical and Financial Documents under Section VIII) and the prescribed forms (Under Section XI) and shall be properly marked and sealed.</p> <p>Each and every page of the Bid shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid</p>
19.3	The Project has several items that shall be awarded as one contract.

20.2	a) Latest Income and Business Tax Returns filed and paid thru the BIR EFPS (Latest 2550M and 2550Q);; b) Certificate of Notarial Commission of the Lawyer who Notarized the Document Submitted by the bidder during the Bid Opening.
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

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

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<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>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered Pagadian City, Philippines. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered at BFP Regional Office 9, BFL Building, Fernan Street, Palmera, San Pedro, Pagadian City, Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Logistics Division, BFP R9.</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 Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest.</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>

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- 1.1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 1.2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof is included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 30 days, if not used for a period of three years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 3 months of placing the order.

	<p>Packaging –</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, including additional requirements, if any, specified below, 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  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  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>Transportation –</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>Intellectual Property Rights –</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>
2.2	Advance payment is not allowed. Payment in favour of the supplier shall only be made upon full delivery and final acceptance of goods.
4	<p>The inspections and tests that will be conducted are:</p> <p>In accordance with the Testing Requirements under Letter D of BFP Technical Specification Number PPE-TC-2019-03</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.

Description	Quantity	Total	Date of Delivery/Completion/ Service
Fire Coat (Small)	<b>8</b>	54	Within Forty-Five (45) calendar days after receipt of Notice to Proceed (NTP)
Fire Coat (Medium)	<b>32</b>		
Fire Coat (Large)	<b>14</b>		
Fire Trousers (Small)	<b>8</b>	54	
Fire Trousers (Medium)	<b>32</b>		
Fire Trousers (Large)	<b>14</b>		
Fire Gloves(Medium)	<b>32</b>		
Fire Gloves(Large)	<b>14</b>		

Place of Delivery:

BFL Building, Fernan Street, Palmera, San Pedro, Pagadian City

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

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<b>FRAMEWORK AGREEMENT LIST</b>			
<b>(AGENCY)</b>			
<b><i>Item / Service</i></b> <b><i>Type and nature of each item/service</i></b>	<b><i>Cost per item or service</i></b>	<b><i>Maximum Quantity</i></b>	<b><i>Total Cost per Item</i></b>
<b><i>TOTAL</i></b> <b><i>(Approved Budget for the Contract)</i></b>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
<b><i>SIGNATURE OVER PRINTED NAME</i></b>	<b><i>POSITION</i></b>	<b><i>DEPARTMENT/DIVISION</i></b>	

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

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.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.



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.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

## *Technical Specifications*

Item	Specification	Statement of Compliance
	<p>Procurement of PPE (FIRE COATS AND FIRE TROUSERS,)</p> <p>For Technical Specifications please refer to:</p> <p>Firefighter’s Coat and Trousers, BFP Technical Specification Number PPE-TC-2019-03</p>	<p><i>[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.]</i></p>
<p>Please see attached Technical Specifications for Above PPEs.</p>		

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

### **Notes on the Checklist of Technical and Financial Documents**

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.

# 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**

#### Technical Documents

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

- (g) 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***

- (h) 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.

**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).

## ***XI. Bidding Forms***

## STATEMENT OF SINGLE LARGEST COMPLETED CONTRACTS SIMILAR TO THE CONTRACT TO BE BID

This is to CERTIFY that \_\_\_\_\_ (company) \_\_\_\_\_ has a completed similar contract within the prescribed period.

a. Name of the Contract *	a. <b>Owner's Name*</b> b. Address* c. Telephone	Kinds of Goods Sold*	Amount of Contract*	Contract Duration*	a. Date of Delivery* b. Date End-user's Acceptance or Date of Official Receipt or Sales Invoice*	Bidder is A. Manufacturer B. Supplier C. Distributor

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

\_\_\_\_\_  
Date

**Instructions:**

- a. This statement shall be supported with end user's acceptance or official receipt(s) or sales invoice issued for the contract. The supporting documents must be attached to the statement.
- b. Cut-off date as of:
  - (i) Up to the day before the deadline of submission of bids.
- 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: "Procurement of PPE (FIRE COATS AND FIRE TROUSERS)"*
- d. Particulars with \* are mandatorily required by ITB Clause 12.1 (a) (ii)

## Statement of (i) On-going Contracts and (ii) Awarded But Not Yet Started Contracts

This is to CERTIFY that \_\_\_\_\_ (company) \_\_\_\_\_ has the following on-going and awarded but not yet started contracts:

a. Name of the Contract *	a. <b>Owner's</b> Name*	Kinds of Goods Sold*	Contract Duration*	Amount of Contract*	Value of Outstanding Contract*	Bidder is A. Manufacturer B. Supplier C. Distributor
	b. Address*					
b. Date of the Contract*	c. Telephone					

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

\_\_\_\_\_  
Date

**Instructions:**

- a. State “all” on-going 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 aforementioned period, state none or equivalent term.
- c. 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: “Procurement of PPE (FIRE COATS AND FIRE TROUSERS)”**.
- d. Particulars with \* are mandatorily required by ITB Clause 12.1 (a) (ii)



**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

- A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year.

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

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

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

NFCC = P \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
 Name of Supplier / Distributor / Manufacturer

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

Date : \_\_\_\_\_

**Bid Form for the Procurement of Goods**  
[shall be submitted with the Bid]

---

**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

_____	_____
_____	_____
_____	_____

(if none, state "None" ]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

### For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ 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)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
 [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

---

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ 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 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)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## **Bid Securing Declaration Form**

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

### **BID SECURING DECLARATION**

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
2. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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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.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*



**AUTHORITY OF SIGNATORY**  
SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, Filipino, of legal age, married, and owner of \_\_\_\_\_, a company registered under the laws of the Republic of the Philippines, with office address at \_\_\_\_\_ Philippines, do hereby NAME, CONSTITUTE and APPOINT \_\_\_\_\_, likewise of legal age, Filipino, and Authorized Representative of \_\_\_\_\_ to be my own and lawful Attorney-in-fact for me and in my name, place and stead to do and perform any all of the foregoing acts and things, namely:

1. To represent \_\_\_\_\_ and participate in behalf of \_\_\_\_\_ in the bidding for the Procurement of \_\_\_\_\_ for the Bureau of Fire Protection Region 9
2. To sign any all necessary documents of \_\_\_\_\_ needed for the said bidding, and, if awarded the project, to enter into a contract with the Bureau of Fire Protection Region 9.
3. To do, execute and perform any and all necessary and/or to represent \_\_\_\_\_ for the said bidding as fully and effectively as the sole proprietorship might do it personally present with full power of substitution and revocation;
4. To execute a waiver of jurisdiction whereby \_\_\_\_\_ submits itself to the jurisdiction of the Philippine Government and waives its rights to question the jurisdiction of the Philippine Courts.
5. To execute a waiver that \_\_\_\_\_ shall not seek and obtain writ of injunctions or prohibition or restraining order against the Bureau of Fire Protection Region 9 or any other agency in connection with the said project to prevent and restrain the bidding procedure related thereto, the negotiating of and award of a contract to a successful bidder, and Notarize out of the awarded contract; and
6. To do and perform any and all other lawful acts and deeds necessary to undertake the execution and revocation of the foregoing special powers, including but not limited to making, executing, signing, authenticating and acknowledging any documentary requirement

for the said bidding and all other legal forms, which may be deemed necessary to give effect to such special powers;

GIVING AND GRANTING UNTO my said ATTORNEY-IN-FACT full powers and authority to do and perform every act and deed whatsoever requisite and necessary to be done anywhere as fully to all intents and purposes as I might or could lawfully do if personally present, with power of substitution and revocation, and hereby ratifying and conforming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2022, in City of \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Attorney-In-Fact

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
City/Municipality ) S.S.

BEFORE ME, a Notary Public for and in the \_\_\_\_\_ personally came and appeared the following persons to wit:

<u>Name</u>	<u>Valid ID</u>	<u>Date/Place of Issue</u>
-------------	-----------------	----------------------------

- 1.
- 2.

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of \_\_\_\_\_ in the \_\_\_\_\_ City.

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

Note: The Competent Evidence of Identity for Notary shall comply with Sec. 12(a) Rule II of the 2004 Rules on Notarial Practice – 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.

Note: BE REMINDED that all submitted documents that are required to be notarized shall conform to Rule VIII Section 2 of the 2004 Rules on Notarial Practice.

**AUTHORITY OF SIGNATORY  
SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_ a duly elected and qualified Corporate Secretary of \_\_\_\_\_ a corporation duly organized and existing under and by virtue of the law of the \_\_\_\_\_ DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that \_\_\_\_\_ be, as it hereby is, authorized to participate in the bidding of \_\_\_\_\_ (Project ID NO.) \_\_\_\_\_ by the (Name of Procuring Entity); that if awarded the tender shall enter into a contract with the (Name of Procuring Entity); and in connection therewith hereby appoint \_\_\_\_\_ acting as duly authorized and designated representatives of \_\_\_\_\_, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ in the bidding as fully and effectively as the \_\_\_\_\_ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, \_\_\_\_\_ is hereby authorized to:

- (1) execute a waiver of jurisdiction whereby the \_\_\_\_\_ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the \_\_\_\_\_ shall not seek and obtain writ of injunctions or prohibition or restraining order against the BFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this \_\_\_\_\_ .

\_\_\_\_\_  
(Corporate Secretary)

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

\_\_\_\_\_  
Notary Public  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

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

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Note: BE REMINDED that all submitted documents that are required to be notarized shall conform to Rule VIII Section 2 of the 2004 Rules on Notarial Practice.

## JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This JOINT VENTURE AGREEMENT (hereinafter referred to as the "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_ 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 BFP R9 has recently published an Invitation to Apply for Eligibility and to Bid for the Procurement of PPE (FIRE COATS AND FIRE TROUSERS);

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 BFP R9;

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 BFP 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 BFP, 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 BFP 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 BFP, 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 BFP, 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

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the BFP 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.

\_\_\_\_\_  
(Notary Public)

Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_  
IBP \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20 \_\_\_\_\_.

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Note: BE REMINDED that all submitted documents that are required to be notarized shall conform to Rule VIII Section 2 of the 2004 Rules on Notarial Practice.

SAMPLE NOMENCLATURE FOR BID ENVELOPES

Envelope Name: “Mother Envelope”  
“Original”/ “*Copy* 1”  
“Technical Component” / “Financial Component”

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Bureau of Fire Protection Region 9  
Bids and Awards Committee  
BFL Building, Fernan Street, Palmera, San Pedro, Pagadian City

**“PROJECT NAME”**

**“Bid Reference Number”**

DO NOT OPEN ON OR BEFORE: **“TIME AND DATE OF OPENING OF BIDS”**

## SEALING AND MARKING

For security and organization of bid documents, please be advised to observe the following procedure in the sealing and marking of your bid submission, to wit:

- Name of the contract to be bid in CAPITAL LETTERS;
- Name and Address of the prospective bidder in CAPITAL LETTERS;
- Be Addressed to the Procuring Entity's BAC in accordance with Invitation to Bid;
- Bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with the Invitation to Bid.



