

# **NEGOTIATION DOCUMENTS**

FOR THE

# **SUPPLY AND DELIVERY OF SIXTY (60) UNITS LONG FIREARMS**

BJMP Reference No.: G-2016-010

## Negotiated Procurement – Two Failed Competitive Public Biddings

Reference No.: G-2016-016

### Supply and Delivery of Sixty (60) Units Long Firearms

Funding Source: General Appropriations Act of 2015

1. The BUREAU OF JAIL MANAGEMENT AND PENOLOGY invites PhilGEPS registered suppliers to apply for eligibility and to bid for the hereunder items:

Lot No.	Quantity	Item/Description	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	60	<b>SUPPLY AND DELIVERY OF LONG FIREARMS</b>	<b>Php 4,900,000.00</b>	5,000.00	45 CD

2. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	October 8, 2016
Issuance and Availability of Bid Documents	October 8, 2016
Pre-Bid Conference	October 18, 2016
Deadline for Submission and Opening of Bids	November 3, 2016

3. Bidding will be conducted through Negotiated Procurement after Two Failed Biddings under Section 53.1 of the revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
4. A complete set of Negotiation Documents may be purchased by interested Bidders from the address below and upon payment of a nonrefundable fee for the Negotiation Documents in the amount of **Five Thousand Pesos (Php 5,000.00)**. Negotiation Documents will be provided to the invited project proponents at no cost.

The Bidding Documents may also be downloaded free of charge from the website of the PhilGEPS provided that the Bidders shall pay the non-refundable price not later than the submission of their bids.

5. The Bureau of Jail Management and Penology, National Headquarters will hold a Pre-Bid Conference on **October 18, 2016 at 10:30 AM. Only invited bidders and those who purchased documents would be allowed to participate in the pre-bid conference and raise or submit written queries or clarifications.**
6. Bid opening shall be conducted at the Main Conference Room 4<sup>th</sup> Floor 144 BJMP Building Mindanao Avenue Quezon City. Bids will be opened in the presence of the Bidders’ representatives whose choose to attend the opening. **Late bids shall not be accepted.**

7. Bidders shall drop their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the designated bid box located at the Bidding Room.
8. The BUREAU OF JAIL MANAGEMENT AND PENOLOGY reserves the right to accept or reject any bid, to annul the negotiation process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

**(Sgd)JSINSP DJOHANNY L DOMINGO**  
Office of the Director for Logistics  
144 4<sup>th</sup> Floor BJMP Building Mindanao Avenue  
Quezon City  
4531196

**(Sgd)ALLAN S IRAL, CESE**  
Jail Chief Superintendent  
BJMPNHQ-BAC, Chairperson

## **SECTION I. INSTRUCTIONS TO BIDDERS**

## A. General

### ▪ Scope of Bid

The BJMP wishes to receive bids for the **Supply and Delivery of Sixty (60) Units Long Firearms** as described in Section III. Technical Specifications.

The lot is:

Lot No.	Quantity	Item/Description	Approved Budget for the Contract
1	60	<b>SUPPLY AND DELIVERY OF LONG FIREARMS</b>	<b>Php 4,900,000.00</b>

### ▪ Source of Funds

The Funding Source is thru the Approved Budget of the General Appropriations Act of 2015.

### ▪ Eligible Bidders

The following persons shall be eligible to participate in this bidding:

- i. Duly licensed Filipino citizens/sole proprietorships;
- ii. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- iii. Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- iv. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
- v. Persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).

For purposes of determination of technically, legally and financially capable suppliers for this particular negotiated procurement, the hereunder suppliers shall be deemed qualified:

- a. all bidders who participated in the two earlier failed biddings *provided* that they have been declared eligible by the BJMPBAC;
- b. previous BJMP suppliers for the same item/s *provided* that they have not incurred delay or rejection/s on their previous contract/s and have won the previous contract/s through public competitive bidding within the last Five (5) years; and
- c. New bidders *provided* that will comply with the same eligibility and technical requirements prescribed under the most recent failed bidding.

The documentary requirements for each category of qualified bidder are enumerated in Item B (1) hereof.

▪ **Bidder's Responsibilities**

The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IV. Bid and Sample Forms as required in B.1 hereof.

The Bidder is responsible for the following:

- i. Having taken steps to carefully examine all of the Bidding Documents;
- ii. Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- iii. Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
- iv. Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided, if there is any.
- v. Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- vi. Ensuring that 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;
- vii. Authorizing the Head of the BJMPBAC or its duly authorized representative/s to verify all the documents submitted;
- viii. Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- ix. Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and

**B. Preparation of Bids**

**1. Eligibility, Technical and Financial Documents Comprising the Bid**

**A. Documents Comprising the Bid: Eligibility, Technical and Financial Components**

1. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration.
  - i. For Sole Proprietorship – Department of Trade and Industry (DTI) business name registration;

- ii. For Corporations – Securities and Exchange Commission (SEC) Certificate of Registration or SEC Certificate of Filing of Amended Articles of Incorporation;
  - iii. For Partnerships – SEC Registration Certificate or SEC Certificate of Filing of Amended Articles of Partnership;
  - iv. For Cooperatives – Cooperative Development Authority Registration
2. Mayor’s Permit for 2016.
  3. Audited Financial Statements (AFS) for year 2015, stamped received by BIR.
  4. Valid Tax Clearance Certificate
  5. Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section IV. Bid and Sample Forms.
  6. The following requirements:

6.1 Statement of single largest similar completed government and private contracts shall include all such contracts within the last three (3) years up to the deadline of submission of bids. The statement shall include, for each contract, the following:

1. name of the contract;
2. date of the contract;
3. kinds of Goods;
4. amount of contract and value of outstanding contracts;
5. date of delivery; and
6. end user’s acceptance or official receipt(s) issued for the contract, if completed.

Bidders shall submit statement of its single largest similar completed contract

Attached as Annex “C” in Section IV. Bid Forms are the standard forms for this requirement including the instructions and guidelines in the accomplishment of said forms.

6.2 The following Income Tax and Business Returns shall be required:

- a. 2015 Income Tax Return.
- b. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the months of January-June, 2016.

The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).

6.3 Certificate of PhilGEPS Registration.

- 6.4 Proof of completion of the largest single contract in relation to item (1) hereof, which shall be copy of (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice; and (c) Official Receipt/Cash Receipt/Collection Receipt.

The Bidder must have completed a single contract that is similar to this Project, and whose value, adjusted to current prices using the National Statistics Office (NSO) consumer price indices, must be at least **FIFTY PERCENT (50%)** of the ABC.

For this purpose, similar contracts shall refer to *any contract of Supply and Delivery of Long Firearms*.

- 6.5 If applicable, the 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. Each partner of the joint venture shall submit the legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partner constitutes compliance.
- 6.6 Conformity with delivery schedule as stated in Section II of this Bidding Documents;
- 6.7 Conformity with technical specifications as stated in Section III of this Bidding Documents;

In the column “Bidder’s Compliance”, the bidder must state “comply” for each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of “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 or distributor’s un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.

The indication of the word “comply” in the portion opposite the item which is the primary requirement shall mean that all items under the same are complied with.

Should there be discrepancy/ies found during post-qualification on the bidder’s representation of compliance and actual offer vis-à-vis the un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, the same shall be enough basis for post-disqualification.

- 6.8 Certified True Copy of Certificate of Distributorship/Dealership of particular brand to be offered by the company if the supplier is not the manufacturer; and
- 6.9 Bid Securing Declaration.



The bid security in the form, amount and validity period of one hundred twenty (120) calendar days shall be limited to **Bid Securing Declaration, pursuant to GPPB Circular 01-2014 dated May 23,2014**, and at least one (1) other form in accordance with the following amount:

- a. 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;
- b. 5% of ABC for Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.
- c. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.

#### 7. Financial Proposal Form

**Items 1 to 4 may be substituted with 2016 Certificate of Annual Registration or PhilGEPS Registration (Platinum Membership).**

### 2. Format and Signing of Bids

- i. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IV. Bidding Forms on or before the deadline specified in C (1) hereof.
- ii. Each Bidder shall submit *one (1)* original and two *(2)* copies of the first and second components of its bid.

The duplicates i.e. copies must include the same documents as that of the original set of documents.

In the event of any discrepancy between the original and the copies, the original shall prevail.

- iii. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- iv. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.
- v. The financial proposal must be sealed in a small envelope to be part of the submission.

### 3. Sealing and Marking of Bids

- i. Bidders shall enclose their original in one sealed envelope marked "ORIGINAL BID".
- ii. Each copy shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_". These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- iii. The original and the copy of the Bid shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

- iv. All envelopes shall be addressed to the BJMPBAC and shall bear or indicate:
  1. the name of the contract to be bid in capital letters;
  2. the name and address of the bidder in capital letters;
  3. the specific identification of this bidding process; and
  4. a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.
- v. If bids are not sealed and marked as required, the BJMP BAC will assume no responsibility for the misplacement or premature opening of the bid.

## **C. Submission and Opening of Eligibility, Technical and Financial Requirement**

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

The address for submission of eligibility, technical and financial components of the bid is:

BJMP Bids and Awards Committee  
Main Conference Room 4<sup>th</sup> Floor 144 BJMP Building  
Mindanao Avenue, Quezon City

The deadline for submission of the requirements is on **November 3, 2016 at 10:15 AM**

### **2. Submission of Samples**

The bidder must submit the number of samples, of product being offered, as stated in the Technical Specifications for testing and validation.

### **3. Late Bids**

Any bid submitted after the deadline for submission and receipt of bids as stated in C.1 hereof, shall be declared “Late” and shall not be accepted by the BJMPBAC.

### **4. Modification and Withdrawal of Bids**

- i. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the BJMPBAC prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “BID MODIFICATION” and stamped “received” by the BJMPBAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- ii. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the BJMPBAC prior to the deadline prescribed for submission and receipt of bids.

- iii. Bids requested to be withdrawn shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter, which should reach and be stamped by the BJMPBAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- iv. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form.

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

- i. The BJMPBAC shall open the bid envelopes of Bidders in public to determine each Bidder's compliance with the documents prescribed in B (1) hereof. For this purpose, the BJMPBAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BJMP BAC shall rate the said first bid envelope as "passed".
- ii. During the opening of bids only the authorized representative shall be allowed to "assist" in the opening of bids. In case the authorized representative is not present, any employee or representative of the authorized representative may be allowed to "assist" in the opening of bids provided that a separate written authorization from the authorized representative shall be presented for the purpose. Provided further, that the authorized representative is duly authorized to issue such authority and the same is reflected in the Board Resolution and/or Secretary's Certificate.
- iii. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- iv. A Bidder determined as "failed" has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BJMPBAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BJMPBAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BJMPBAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- v. The BJMPBAC shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, findings of

preliminary examination; and (b) attendance sheet. The BJMPBAC members shall sign the abstract of bids as read.

## **D. Evaluation and Comparison of Bids**

### **1. Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, the BJMPBAC may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the BJMPBAC shall not be considered.

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

The BJMPBAC will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, in order to determine the Lowest Calculated Bid.

The Lowest Calculated Bid shall be determined in two steps:

- a. The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- b. The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

The BJMPBAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BJMPBAC shall consider the following in the evaluation of bids:

1. Completeness of the bid. Bids not addressing or providing all of the required items in the Schedule of Requirements shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the BJMP BAC; and

2. Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if applicable. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.

The BJMP BAC's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.

Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not

limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

### **3. Post-Qualification**

The BJMP BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in A (3) and B (1).

The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to B (1), as well as other information as the BJMP BAC deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.

If the BJMP BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the BJMP BAC the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

A negative determination shall result in rejection of the Bidder's Bid, in which event the BJMP BAC shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BJMP BAC, the Head of the BJMP BAC shall approve or disapprove the said recommendation.

### **4. Reservation Clause**

Notwithstanding the eligibility or post-qualification of a bidder, the BJMP BAC concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the BJMP BAC shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

Based on the following grounds, the Head of the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- If there is *prima facie* evidence of collusion between appropriate public officers or employees of the BJMP BAC, or between the BJMP BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

- If the BJMP BAC is found to have failed in following the prescribed bidding procedures; or
- For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
  - i. If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
  - ii. If the project is no longer necessary as determined by the head of the procuring entity; and
  - iii. If the source of funds for the project has been withheld or reduced through no fault of the BJMP BAC.

In addition, the BJMP BAC may likewise declare a failure of bidding when:

- i. No bids are received;
- ii. All prospective bidders are declared ineligible;
- iii. All bids fail to comply with all the bid requirements or fail post-qualification; or
- iv. The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

## **E. Award of Contract**

### **1. Contract Award**

The Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.

Prior to the expiration of the period of bid validity, the BJMP BAC shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the BJMP BAC.

Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- i. Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BJMP BAC that the Bidder has the LCRB;
- ii. Submission of Performance Security within ten (10) calendar days from receipt of Notice of Award; and
- iii. Signing of the contract

At the time of contract award, the BJMP BAC shall not increase or decrease the quantity of goods originally specified in Section II. Schedule of Requirements.

### **2. Signing of the Contract**

The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period.

The following documents shall form part of the contract:

- i. Bidding Documents;
- ii. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
- iii. Notice of Award of Contract; and
- iv. Other contract documents that may be required by existing laws and/or specified in the Instruction to Bidders

## F. Performance Security

To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

The procuring entity shall prescribe at least two (2) acceptable forms of performance security taken from two (2) categories below that bidders may opt to use, denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank;	Five percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;	
Surety bond callable upon demand issued by the surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

## G. Warranty Security

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in

design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier within thirty (30) calendar days. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price. The said amounts shall only be released after the lapse of the warranty period of **ONE (1) YEAR** provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

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, within the thirty (30) calendar days and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified above, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.



**SECTION II. SCHEDULE OF REQUIREMENTS  
AND SAMPLE SUBMISSION**

# SCHEDULE OF REQUIREMENTS

Lot No.	Quantity	Item/Description	Agency's Delivery Schedule
1	60 units	Supply and Delivery of Long Firearms	Within <b><u>FORTY-FIVE (45) CALENDAR DAYS</u></b> from the effective date stated in the Notice to Proceed.  Delivery Site: #144 BJMP Building Mindanao Avenue, Quezon City

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

\_\_\_\_\_  
Name of Company/Bidder

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

\_\_\_\_\_  
Date

## **SECTION III. TECHNICAL SPECIFICATIONS**

# Technical Specifications

Item	Quantity	<b>Specification for Carbine 5.56</b>		<b>Statement of Compliance</b>
1	60	Weight(with loaded 30 round magazine)	7 pounds 5 ounces (2.32 kilograms)	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
		Length (buttstock closed)	29.75 inches	
		Length (buttstock open)	33 inches	
		Barrel length	16-18 inches	
		Barrel	Bull Barrel/chromed *Flat Top- Gas Operated *With Railings	
		Number of grooves	3,4,5,6 and 8	
		Twist rate	1:8	
		Muzzle velocity	2970 feet per second	
		Rate of fire (cyclic)	700-900 rounds per min	
		Maximum effective range (point target)	500 meters	
		Maximum effective range (area targets)	800 meters	
		Maximum range	3600 meters	
		Sight	Standard iron sight	
		<b>Or</b>		
Weight (without magazine)	6.63 pounds			
Length (buttstock closed)	29.75 inches			
Length (buttstock open)	33 inches			
Barrel length	18-20 inches			
Barrel	Bull Barrel/chromed *Flat Top- Gas Operated *With Railings			

		Number of grooves	3,4,5,6 and 8	in the Bidders 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 provisions of <b>ITB</b> Clause <b>Error!</b> <b>Reference source not found.</b> and/or <b>GCC</b> Clause <b>Error!</b> <b>Reference source not found.</b>
		Twist rate	1:8	
		Muzzle velocity	2970 feet per second	
		Rate of fire (cyclic)	700-970 rounds per min	
		Maximum effective range (point target)	500 meters	
		Maximum effective range (area targets)	600 meters	
		Maximum range	3600 meters	
		Sight	Standard iron sight	
		<p>Assault Rifle Testing Parameters:</p> <p>1. DIMENSIONAL AND INITIAL FIRING TEST: Two Rifles</p> <p>a. Purpose: to determine if the rifle conforms to BJMP approved standard specification and its reliability after initial firing.</p> <p>b. Procedure:</p> <p>i. Conduct visual inspection and to determine the actual firearm dimension, weight, and other characteristics</p> <p>ii. Both rifles shall be fired with 30 rounds ammunition.</p> <p>c. Standard:</p> <p>i. There must be no evidence of damage in any part of rifles after initial firing</p> <p>ii. Replacement of parts is not allowed</p> <p>iii. Classifications of defects:</p> <ul style="list-style-type: none"> <li>• Fires when set to "Safe" mode</li> <li>• Fails to fire, load, extract, and eject attributable to the weapon</li> <li>• Fails to fire, load, extract, and eject attributable to the ammunition defects, shooter, and other factors</li> <li>• Binding of moving parts during recoil and counter recoil of the bolt</li> </ul> <p>2. ACCURACY TEST: Two Rifles</p> <p>a. Purpose: to determine the accuracy of the rifles and to determine the maximum effective range of the rifles</p> <p>b. Procedures:</p> <p>i. Rifles shall be fired with ten rounds</p>		

		<p>ammo each at a distance of 25 meters, 50 meters, and 100 meters to determine accuracy</p> <p>c. Standards:</p> <ol style="list-style-type: none"> <li>i. The accuracy at distance of 25 meters, 50 meters, and 100 meters must not exceed the 2-inch mean radius spread</li> <li>ii. To determine the maximum effective range and area target, it must be able to produce two hits out of ten rounds allocations at a distance of 350 and 400 meters</li> </ol> <p>*Notes:  Rifles for accuracy test will be allocated with 10 rounds of ammo each for zeroing and other 10 rounds for the test proper.  Machine rest, Rifle Scope or any equivalent is allowed.  The proponent is allowed to use ammo of his own choice or match grade ammo.  Proponent must have his own shooter during accuracy test.  There will be a pre-designated target reference point in the target paper. The result shall be appreciated based on the required grouping of hits.</p> <p>3. INTERCHAGEABILITY TEST: Ten Rifles</p> <ol style="list-style-type: none"> <li>a. Purpose: to determine if parts of the rifles are interchangeable and to determine the reliability of the rifles when parts are interchangeable.</li> <li>b. Procedure: <ol style="list-style-type: none"> <li>i. Parts of the ten rifles excluding the upper and lower receivers shall be disassembled and placed in a suitable container and mixed.</li> <li>ii. The ten rifles shall be assembled one by one using the mixed parts from the container.</li> <li>iii. The 10 rifles shall be fired with 30 rounds.</li> <li>iv. Interchangeable parts are the following:</li> </ol> </li> </ol> <p>Bolt ± Carrier  Bolt assembly  Camp pin  Firing pin  Buffer spring  Hammer  Safety selector lever  Bolt catch  Spring magazine catch  Disconnecter  Trigger</p> <p>c. Standards:</p>	
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		<ul style="list-style-type: none"> <li>i. Parts must fit exactly and function properly when interchanged.</li> <li>ii. Rifles must fire all rounds (malfunctions shall be recorded as accumulated defects)</li> <li>iii. Classifications of defects are as follows: Any part of the 10 rifles does not fit or not interchangeable. Fails to fire, load, extract, and eject attributable to the functionality of the rifle after interchanging the parts. Fails to fire, load, extract, and eject attributable to ammunition defects, shooter, and other factors.</li> </ul> <p>4. MAINTAINABILITY TEST: Two Rifles</p> <ul style="list-style-type: none"> <li>a. Purpose: to determine the ease of assembly and disassembly of the main parts of the rifles</li> <li>b. Procedure: The two sample rifles shall be disassembled and assembled. The time, number of parts, and tools used shall be recorded before being fired 30 rounds ammo each. Only basic field stripping of weapons will be conducted.</li> <li>c. Standards: <ul style="list-style-type: none"> <li>i. Rifles must fire without malfunction</li> <li>ii. Replacement of parts is not allowed</li> <li>iii. Detached or loosened parts does not or affect the function of rifle.</li> </ul> </li> </ul> <p>5. SAND TEST: Two Rifles</p> <ul style="list-style-type: none"> <li>a. Purpose: to determine the reliability of the rifles when covered/buried in sand.</li> <li>b. Procedure: Magazine loaded with 30 rounds ammo shall be inserted to both rifles, each chamber with one round by pulling and releasing the charging handle of the rifle and engaging the safety. The rifles will be placed on the ground with the dust cover facing up. Then dry sand will be poured onto each of the rifles until completely covered for a period of one minute. Thereafter, tap, shake, and clean rifles with bare hands within period of 30 seconds before firing all the ammo.</li> <li>c. Standards: <ul style="list-style-type: none"> <li>i. Both rifles must fire at least three successive round starting from the chamber loaded round without malfunction/stoppage.</li> <li>ii. Replacement of parts is not allowed.</li> </ul> </li> </ul> <p>6. MUD TEST: Two Rifles</p>	
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		<ul style="list-style-type: none"> <li>a. Purpose: to determine the reliability of the rifles when covered with mud.</li> <li>b. Procedure: Magazine loaded with 30 rounds ammo shall be inserted to both rifles, each chamber with one round by pulling and releasing the charging handle of the rifle and engaging the safety. The rifles will be placed on the ground with the dust cover facing up. Then, mud will be poured onto each of the rifles until completely covered for a period of one minute. Thereafter, tap, shake and clean rifles with bare hands within period of 30 seconds before firing all the ammo.</li> <li>c. Standards: <ul style="list-style-type: none"> <li>i. Both rifles must at least fire the chamber loaded round.</li> <li>ii. Replacement of parts is not allowed.</li> </ul> </li> </ul> <p>*Notes: Mud to be used shall be mixture of soil and water that is sourced from testing area, mixed and blended to form gooey and messy composition.</p> <p>7. WATER IMMERSION TEST: Two Rifles</p> <ul style="list-style-type: none"> <li>a. Purpose: To determine the reliability of the rifles when immersed in water.</li> <li>b. Procedure: Magazine loaded with 30 rounds of ammo shall be inserted to both rifles with the dust cover closed, each chambered with one round of ammo by pulling and releasing the charging handle of the rifle and then engaging to safety. Rifles will be totally immersed for one minute in an appropriate container with water. Thereafter, retrieve the rifle and fire all rounds.</li> <li>c. Standards: <ul style="list-style-type: none"> <li>i. Both rifles must fire all rounds</li> <li>ii. Replacement of parts is not allowed.</li> </ul> </li> </ul> <p>8. COOK-OFF TEST: Two Rifles</p> <ul style="list-style-type: none"> <li>a. Purpose: to determine if the rifles will fire a chambered round due to heat in the chamber.</li> <li>b. Procedure: Fire 250 rounds continuously (Full automatic fire). After firing 250 rounds, load one round in the chamber and place the rifles on the ground with muzzle pointing down range for a period of one minute.</li> <li>c. Standards: <ul style="list-style-type: none"> <li>i. The rifles should not fire the chambered round without pulling</li> </ul> </li> </ul>	
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		<p>the trigger after firing continuously the 250 rounds. There must be no malfunction or damage to the rifles.</p> <ul style="list-style-type: none"> <li>ii. Replacement of parts is not allowed</li> <li>iii. Classifications of defects:</li> </ul> <p>Rifles cook-off at 250 rounds  Fails to fire, load, extract and eject attributed to the rifle.  Melted hand-guard, sling swivel or any part.  Part/s damaged but did not affect the total functioning of the rifles.  Part/s damaged that affect the total functioning of rifles.</p> <p>9. RIFLE DROP TEST: Two Rifles</p> <ul style="list-style-type: none"> <li>a. Purpose: to determine the quality, reliability, and safety characteristics of the rifles when dropped on a concrete floor.</li> <li>b. Procedure: Both rifles will be chamber loaded with a primed shell. Each will be inserted with fully loaded magazines and will be dropped from height of three feet while safety lock "SAFE" mode then fired with 30 rounds each. The rifles shall be dropped in two position as follows: <ul style="list-style-type: none"> <li>i. Carrying handle down position (horizontal)</li> <li>ii. Buttstock down position (vertical)</li> </ul> </li> <li>c. Standards <ul style="list-style-type: none"> <li>i. There must be no dent on the primer of the chamber loaded primed shell</li> <li>ii. The rifle must fire all rounds</li> <li>iii. Replacement of parts is not allowed</li> <li>iv. Classification defects:</li> </ul> </li> </ul> <p>Dent on the primer of the chamber loaded round or primed cartridge case.  Damaged parts that affect the total functioning of the rifle.  Damaged parts but did not affect the total functioning of the rifle.  Fires in full auto when set to "SEMI" firing mode.</p> <p>10. ENDURANCE TEST: One Rifle only</p> <ul style="list-style-type: none"> <li>a. Purpose: to determine the reliability of the rifle when 10,000 rounds of ammo are fired</li> <li>b. Procedures: <ul style="list-style-type: none"> <li>i. There are 150 rounds of ammo per set, or total of five 30 rounder magazines to be used.</li> <li>ii. Four magazines must be fired in semi-automatic fire under a time limit and the other magazine in full automatic fire for a total of 150</li> </ul> </li> </ul>	
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		<p>rounds. For semi automatic: 4 magazines (30 rounds each), change magazine (5 seconds), 15 seconds semi-automatic firing per magazine; full automatic firing: 1 magazine only (30 rounds),</p> <ul style="list-style-type: none"> <li>iii. Five minutes cooling period after firing 150 rounds. <ul style="list-style-type: none"> <li>1. The rifle should be in open bolt position with the rear take down pin disengaged.</li> <li>2. During the five minutes cooling period, the rifle can be cooled with the following: <ul style="list-style-type: none"> <li>-electric fan, air compressor</li> <li>-armorer's tool</li> <li>-swabbing of the barrel is allowed</li> </ul> </li> </ul> </li> <li>iv. Ten minutes cooling period after firing 1000 rounds. <ul style="list-style-type: none"> <li>1. The lower and upper receiver of the rifle can be disassembled to include the bolt assembly for the cleaning and lubricating by the representative proponent.</li> <li>2. During the ten minutes cleaning/cooling periods, the rifle can be cleaned/cooled with the following: <ul style="list-style-type: none"> <li>-gun oil, thinner</li> <li>-electric fan, air compressor</li> <li>-other equipment necessary</li> </ul> </li> </ul> </li> <li>v. All malfunctions/stoppages shall be recorded</li> </ul> <p>c. Standards: evidence of damage on barrel, chamber, firing pin, bolt assembly, and the upper and lower receiver group etc. is automatically classified as critical and shall mean automatic disqualification.</p> <p><b>11. AFTER-ENDURANCE FIRING ACCURACY TEST:</b></p> <ul style="list-style-type: none"> <li>a. Purpose: to determine the accuracy of the rifle after firing 10,000 rounds of ammo.</li> <li>b. Procedure: the rifle shall be fired at the distance of 100 meters.</li> <li>c. Standards: <ul style="list-style-type: none"> <li>i. The rifle should hit the target</li> </ul> </li> </ul>	
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		<p style="text-align: center;">ii. Replacement of parts is not allowed</p> <p>12. PROOF LOAD TEST: One rifle only</p> <ol style="list-style-type: none"> <li>a. Purpose: to determine the reliability of the rifle when fired using high pressure ammo</li> <li>b. Procedure: the rifle shall be fired using one M197 round of high pressure test cartridge with a pressure of 70,000 psi</li> <li>c. Standards: <ol style="list-style-type: none"> <li>i. Must be no damage on the following parts of the rifle: <ul style="list-style-type: none"> <li>- slits or cracks on the barrel</li> <li>- chamber, bolt carrier, bolt assembly and upper receiver group</li> </ul> </li> <li>ii. Replacement parts is not allowed</li> </ol> </li> </ol> <p>13. MAGNETIC PARTICLE/MAGNAFLUX TEST: Two rifles</p> <ol style="list-style-type: none"> <li>a. Purpose: to determine whether the rifles withstood the pressure of firing during or after the series of test wherein defects/damages could not be seen by the naked eyes.</li> <li>b. Procedure: both rifle and bolts (without firing pin, extractor, and bolt camp pin) shall be subjected to magnetic particle test at MIRDC, DOST.</li> <li>c. Standard: the result of the magnetic particle/magnaflux test should not contain any presence of crack or split. Mere presence of crack or split on barrels and bolts shall mean outright disqualification.</li> </ol> <p>14. METAL COMPOSITION/IDENTIFICATION TEST (MIRDC, DOST)</p> <ol style="list-style-type: none"> <li>a. Purpose: to determine the metal composition, identification and quality of the specified rifle part.</li> <li>b. Procedure: one unit barrel, lower and upper receiver of the rifle that has undergone the endurance-firing test will be sent to MIRDC-DOST for the determination of its material/metal composition.</li> </ol> <p>Standard: results shall be used as basis of comparison of metal composition during acceptance test. Disparity or inconsistency in the metal composition in the submitted parts during post qualification test and acceptance and evaluation test would mean non-acceptance or rejection of the delivered rifles.</p>	
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# TECHNICAL BID FORM

**TO THE BIDDER: Indicate "COMPLY" if proposal meets the technical specifications and project requirements. "NO BID" if not bidding on the particular lot. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".**

Item	Qty	Required Specification	Bidder's Proposal		
1	60	<b>Specification for Carbine 5.56</b>			
		Weight(with loaded 30 round magazine)	7 pounds 5 ounces (2.32 kilograms)		
		Length (buttstock closed)	29.75 inches		
		Length (buttstock open)	33 inches		
		Barrel length	16-18 inches		
		Barrel	Bull Barrel/chromed *Flat Top- Gas Operated *With Railings		
		Number of grooves	3,4,5,6 and 8		
		Twist rate	1:8		
		Muzzle velocity	2970 feet per second		
		Rate of fire (cyclic)	700-900 rounds per min		
		Maximum effective range (point target)	500 meters		
		Maximum effective range (area targets)	800 meters		
		Maximum range	3600 meters		
		Sight	Standard iron sight		
		<b>Or</b>		<b>Specification for Carbine 5.56</b>	
		Weight (without magazine)	6.63 pounds		
		Length (buttstock closed)	29.75 inches		
		Length (buttstock open)	33 inches		
		Barrel length	18-20 inches		
		Barrel	Bull Barrel/chromed		

	*Flat Top- Gas Operated *With Railings
Number of grooves	3,4,5,6 and 8
Twist rate	1:8
Muzzle velocity	2970 feet per second
Rate of fire (cyclic)	700-970 rounds per min
Maximum effective range (point target)	500 meters
Maximum effective range (area targets)	600 meters
Maximum range	3600 meters
Sight	Standard iron sight

**Assault Rifle Testing Parameters:**

**1. DIMENSIONAL AND INITIAL FIRING TEST: Two Rifles**

- a. Purpose: to determine if the rifle conforms to BJMP approved standard specification and its reliability after initial firing.
- b. Procedure:
  - i. Conduct visual inspection and to determine the actual firearm dimension, weight, and other characteristics
  - ii. Both rifles shall be fired with 30 rounds ammunition.
- c. Standard:
  - i. There must be no evidence of damage in any part of rifles after initial firing
  - ii. Replacement of parts is not allowed
  - iii. Classifications of defects:
    - Fires when set to "Safe" mode
    - Fails to fire, load, extract, and eject attributable to the weapon
    - Fails to fire, load, extract, and eject attributable to the ammunition defects, shooter, and other factors
    - Binding of moving parts during recoil and counter recoil of the bolt

**2. ACCURACY TEST: Two Rifles**

- a. Purpose: to determine the accuracy of the rifles and to determine the maximum effective range of the rifles
- b. Procedures:
  - i. Rifles shall be fired with ten rounds ammo each at a distance of 25 meters,

		<p>50 meters, and 100 meters to determine accuracy</p> <p>c. Standards:</p> <ol style="list-style-type: none"> <li>i. The accuracy at distance of 25 meters, 50 meters, and 100 meters must not exceed the 2-inch mean radius spread</li> <li>ii. To determine the maximum effective range and area target, it must be able to produce two hits out of ten rounds allocations at a distance of 350 and 400 meters</li> </ol> <p>*Notes:  Rifles for accuracy test will be allocated with 10 rounds of ammo each for zeroing and other 10 rounds for the test proper. Machine rest, Rifle Scope or any equivalent is allowed. The proponent is allowed to use ammo of his own choice or match grade ammo. Proponent must have his own shooter during accuracy test. There will be a pre-designated target reference point in the target paper. The result shall be appreciated based on the required grouping of hits.</p> <p>3. INTERCHAGEABILITY TEST: Ten Rifles</p> <ol style="list-style-type: none"> <li>a. Purpose: to determine if parts of the rifles are interchangeable and to determine the reliability of the rifles when parts are interchangeable.</li> <li>b. Procedure: <ol style="list-style-type: none"> <li>i. Parts of the ten rifles excluding the upper and lower receivers shall be disassembled and placed in a suitable container and mixed.</li> <li>ii. The ten rifles shall be assembled one by one using the mixed parts from the container.</li> <li>iii. The 10 rifles shall be fired with 30 rounds.</li> <li>iv. Interchangeable parts are the following:  Bolt ± Carrier  Bolt assembly  Camp pin  Firing pin  Buffer spring  Hammer  Safety selector lever  Bolt catch  Spring magazine catch  Disconnecter  Trigger</li> </ol> </li> <li>c. Standards: <ol style="list-style-type: none"> <li>i. Parts must fit exactly and function properly when interchanged.</li> <li>ii. Rifles must fire all rounds (malfunctions shall be recorded as accumulated defects)</li> <li>iii. Classifications of defects are as follows:</li> </ol> </li> </ol>	<hr/> <hr/>
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	<p>Any part of the 10 rifles does not fit or not interchangeable.  Fails to fire, load, extract, and eject attributable to the functionality of the rifle after interchanging the parts.  Fails to fire, load, extract, and eject attributable to ammunition defects, shooter, and other factors.</p> <p>4. MAINTAINABILITY TEST: Two Rifles</p> <ol style="list-style-type: none"> <li>a. Purpose: to determine the ease of assembly and disassembly of the main parts of the rifles</li> <li>b. Procedure: The two sample rifles shall be disassembled and assembled. The time, number of parts, and tools used shall be recorded before being fired 30 rounds ammo each. Only basic field stripping of weapons will be conducted.</li> <li>c. Standards: <ol style="list-style-type: none"> <li>i. Rifles must fire without malfunction</li> <li>ii. Replacement of parts is not allowed</li> <li>iii. Detached or loosened parts does not or affect the function of rifle.</li> </ol> </li> </ol> <p>5. SAND TEST: Two Rifles</p> <ol style="list-style-type: none"> <li>a. Purpose: to determine the reliability of the rifles when covered/buried in sand.</li> <li>b. Procedure: Magazine loaded with 30 rounds ammo shall be inserted to both rifles, each chamber with one round by pulling and releasing the charging handle of the rifle and engaging the safety. The rifles will be placed on the ground with the dust cover facing up. Then dry sand will be poured onto each of the rifles until completely covered for a period of one minute. Thereafter, tap, shake, and clean rifles with bare hands within period of 30 seconds before firing all the ammo.</li> <li>c. Standards: <ol style="list-style-type: none"> <li>i. Both rifles must fire at least three successive round starting from the chamber loaded round without malfunction/stoppage.</li> <li>ii. Replacement of parts is not allowed.</li> </ol> </li> </ol> <p>6. MUD TEST: Two Rifles</p> <ol style="list-style-type: none"> <li>a. Purpose: to determine the reliability of the rifles when covered with mud.</li> <li>b. Procedure: Magazine loaded with 30 rounds ammo shall be inserted to both rifles, each chamber with one round by pulling and releasing the charging handle of the rifle and engaging the safety. The rifles will be placed on the ground with the dust cover facing up. Then, mud will be poured onto each of the rifles until completely covered for a period of one minute. Thereafter, tap, shake and clean rifles with bare hands within period of 30 seconds before firing all the ammo.</li> <li>c. Standards:</li> </ol>	<hr/> <hr/> <hr/>
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	<ul style="list-style-type: none"> <li>i. Both rifles must at least fire the chamber loaded round.</li> <li>ii. Replacement of parts is not allowed.</li> </ul> <p>*Notes: Mud to be used shall be mixture of soil and water that is sourced from testing area, mixed and blended to form gooey and messy composition.</p> <p>7. WATER IMMERSION TEST: Two Rifles</p> <ul style="list-style-type: none"> <li>a. Purpose: To determine the reliability of the rifles when immersed in water.</li> <li>b. Procedure: Magazine loaded with 30 rounds of ammo shall be inserted to both rifles with the dust cover closed, each chambered with one round of ammo by pulling and releasing the charging handle of the rifle and then engaging to safety. Rifles will be totally immersed for one minute in an appropriate container with water. Thereafter, retrieve the rifle and fire all rounds.</li> <li>c. Standards: <ul style="list-style-type: none"> <li>i. Both rifles must fire all rounds</li> <li>ii. Replacement of parts is not allowed.</li> </ul> </li> </ul> <p>8. COOK-OFF TEST: Two Rifles</p> <ul style="list-style-type: none"> <li>a. Purpose: to determine if the rifles will fire a chambered round due to heat in the chamber.</li> <li>b. Procedure: Fire 250 rounds continuously (Full automatic fire). After firing 250 rounds, load one round in the chamber and place the rifles on the ground with muzzle pointing down range for a period of one minute.</li> <li>c. Standards: <ul style="list-style-type: none"> <li>i. The rifles should not fire the chambered round without pulling the trigger after firing continuously the 250 rounds. There must be no malfunction or damage to the rifles.</li> <li>ii. Replacement of parts is not allowed</li> <li>iii. Classifications of defects: Rifles cook-off at 250 rounds Fails to fire, load, extract and eject attributed to the rifle. Melted hand-guard, sling swivel or any part. Part/s damaged but did not affect the total functioning of the rifles. Part/s damaged that affect the total functioning of rifles.</li> </ul> </li> </ul> <p>9. RIFLE DROP TEST: Two Rifles</p> <ul style="list-style-type: none"> <li>a. Purpose: to determine the quality, reliability, and safety characteristics of the rifles when dropped on a concrete floor.</li> <li>b. Procedure: Both rifles will be chamber loaded with a primed shell. Each will be inserted with fully loaded magazines and will be dropped from height of three feet while safety lock "SAFE" mode then fired with 30 rounds each. The rifles shall be dropped in two position as follows:</li> </ul>	<hr/> <hr/>
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		<ul style="list-style-type: none"> <li>i. Carrying handle down position (horizontal)</li> <li>ii. Buttstock down position (vertical)</li> </ul> <p>c. Standards</p> <ul style="list-style-type: none"> <li>i. There must be no dent on the primer of the chamber loaded primed shell</li> <li>ii. The rifle must fire all rounds</li> <li>iii. Replacement of parts is not allowed</li> <li>iv. Classification defects:</li> </ul> <p>Dent on the primer of the chamber loaded round or primed cartridge case.  Damaged parts that affect the total functioning of the rifle.  Damaged parts but did not affect the total functioning of the rifle.  Fires in full auto when set to "SEMI" firing mode.</p> <p>10. ENDURANCE TEST: One Rifle only</p> <ul style="list-style-type: none"> <li>a. Purpose: to determine the reliability of the rifle when 10,000 rounds of ammo are fired</li> <li>b. Procedures: <ul style="list-style-type: none"> <li>i. There are 150 rounds of ammo per set, or total of five 30 rounder magazines to be used.</li> <li>ii. Four magazines must be fired in semi-automatic fire under a time limit and the other magazine in full automatic fire for a total of 150 rounds. For semi automatic: 4 magazines (30 rounds each), change magazine (5 seconds), 15 seconds semi-automatic firing per magazine; full automatic firing: 1 magazine only (30 rounds),</li> <li>iii. Five minutes cooling period after firing 150 rounds. <ul style="list-style-type: none"> <li>1. The rifle should be in open bolt position with the rear take down pin disengaged.</li> <li>2. During the five minutes cooling period, the rifle can be cooled with the following: <ul style="list-style-type: none"> <li>-electric fan, air compressor</li> <li>-armorer's tool</li> <li>-swabbing of the barrel is allowed</li> </ul> </li> </ul> </li> <li>iv. Ten minutes cooling period after firing 1000 rounds. <ul style="list-style-type: none"> <li>1. The lower and upper receiver of the rifle can be disassembled to include the bolt assembly for the cleaning and lubricating by the representative proponent.</li> <li>2. During the ten minutes cleaning/cooling periods, the rifle can be cleaned/cooled with the following: <ul style="list-style-type: none"> <li>-gun oil, thinner</li> </ul> </li> </ul> </li> </ul> </li> </ul>	<hr/> <hr/>
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		<p style="text-align: center;">-electric fan, air compressor -other equipment necessary</p> <p style="text-align: center;">v. All malfunctions/stoppages shall be recorded</p> <p>c. Standards: evidence of damage on barrel, chamber, firing pin, bolt assembly, and the upper and lower receiver group etc. is automatically classified as critical and shall mean automatic disqualification.</p> <p>11. AFTER-ENDURANCE FIRING ACCURACY TEST:</p> <p>a. Purpose: to determine the accuracy of the rifle after firing 10,000 rounds of ammo.</p> <p>b. Procedure: the rifle shall be fired at the distance of 100 meters.</p> <p>c. Standards:</p> <p style="padding-left: 40px;">i. The rifle should hit the target</p> <p style="padding-left: 40px;">ii. Replacement of parts is not allowed</p> <p>12. PROOF LOAD TEST: One rifle only</p> <p>a. Purpose: to determine the reliability of the rifle when fired using high pressure ammo</p> <p>b. Procedure: the rifle shall be fired using one M197 round of high pressure test cartridge with a pressure of 70,000 psi</p> <p>c. Standards:</p> <p style="padding-left: 40px;">i. Must be no damage on the following parts of the rifle:</p> <ul style="list-style-type: none"> <li>- slits or cracks on the barrel</li> <li>- chamber, bolt carrier, bolt assembly and upper receiver group</li> </ul> <p style="padding-left: 40px;">ii. Replacement parts is not allowed</p> <p>13. MAGNETIC PARTICLE/MAGNAFLUX TEST: Two rifles</p> <p>a. Purpose: to determine whether the rifles withstood the pressure of firing during or after the series of test wherein defects/damages could not be seen by the naked eyes.</p> <p>b. Procedure: both rifle and bolts (without firing pin, extractor, and bolt camp pin) shall be subjected to magnetic particle test at MIRDC, DOST.</p> <p>c. Standard: the result of the magnetic particle/magnaflux test should not contain any presence of crack or split. Mere presence of crack or split on barrels and bolts shall mean outright disqualification.</p> <p>14. METAL COMPOSITION/IDENTIFICATION TEST (MIRDC, DOST)</p> <p>a. Purpose: to determine the metal composition, identification and quality of the specified rifle part.</p> <p>b. Procedure: one unit barrel, lower and upper receiver of the rifle that has undergone the</p>	<hr/> <hr/> <hr/>
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		<p>endurance-firing test will be sent to MIRDC-DOST for the determination of its material/metal composition.</p> <p>Standard: results shall be used as basis of comparison of metal composition during acceptance test. Disparity or inconsistency in the metal composition in the submitted parts during post qualification test and acceptance and evaluation test would mean non-acceptance or rejection of the delivered rifles.</p>	
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**BIDDER'S UNDERTAKING**

I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

\_\_\_\_\_  
Name of Company (in print)

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

\_\_\_\_\_  
Name & Designation (in print)

\_\_\_\_\_  
Date

## **SECTION IV. BID AND SAMPLE FORMS**

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## Bid Form

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

Reference No.: BJMP Reference No. G-2016-010

The Chairperson  
 BJMPBAC  
 144 4<sup>th</sup> Floor Mindanao Avenue  
 Quezon City

Gentlemen and Ladies:

Having examined the Bidding Documents including Bid Bulletin Number [\_\_\_\_], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Delivery of (60) Units Long Firearms** in conformity with the said Bidding Documents for the sums stated hereunder:

Lot No.	Quantity	Item/Description	Unit Price	Total Price
1	60 units	Long Firearms		

**TOTAL PRICE IN WORDS:**

Lot No.1 \_\_\_\_\_

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

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

We agree to abide by this Bid for the Bid Validity Period of ONE HUNDRED TWENTY (120) calendar days 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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per stated in the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[Signature Over Printed Name of  
 Authorized Representative]*

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

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

## Omnibus Sworn Statement

---

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

### 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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

*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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate issued by the corporation or the members of the joint venture)]*;

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;

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:* I am 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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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; and
10. [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 BJMP BAC notices may be transmitted.

Telephone No/s.:

\_\_\_\_\_

Fax No/s. :

\_\_\_\_\_

Email Add/s.:

\_\_\_\_\_

It is understood that notice/s transmitted in 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 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 in the City/Municipality of \_\_\_\_\_ (indicate also the Province in the case of the Municipality) this \_\_\_\_\_ day of \_\_\_\_\_ (month & year) by \_\_\_\_\_ (name of affiant), who has satisfactorily proven to me his identity through his \_\_\_\_\_ (ID name and number) valid until \_\_\_\_\_ (expiry date), that he is the same person who personally signed before me the foregoing Affiant and acknowledged that he executed the same.

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

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

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

**Note:**

*“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 BJMP.***

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

This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following completed contracts for the period CY 2010-2015.

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

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

\_\_\_\_\_  
Date

**ANNEX "C"**

\*Instructions:

- a) Cut-off date as of:
  - (i) **Up to 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 and Delivery of Generator Set"*

**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 Bureau of Jail Management and Penology 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 BJMPBAC;

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 BJMPBAC 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 BJMPBAC, 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 BJMP 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 BJMP, 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 BJMP, 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.	-	P	_____ .00
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 BJMPBAC 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 \_\_\_\_.

Note:

The competent evidence of identity for Notary shall comply with Sec. 12 (a), Rule II 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;

Form of Performance Security (Bank Guarantee)

To: Bureau of Jail Management and Penology
144 BJMP Building Mindanao Avenue Quezon City

WHEREAS, (Name and Address of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Purchase Order 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 Defects of Liability Certificate.

SIGNATURE AND SEAL OF THE GUARANTOR
NAME OF BANK
ADDRESS
DATE

Four horizontal lines for signature and bank details.



**Proforma letter for Withdrawal of Documents**

**SUPPLIER'S LETTERHEAD**

\_\_\_\_\_  
Date

ALLAN S IRAL, CESE  
**Jail Chief Superintendent**  
**Chairman**  
**BJMP Bids and Awards Committee**  
**144 BJMP Building Mindanao Avenue Quezon City**

Dear Sir:

This has reference to Public/Negotiated Bidding No. \_\_\_\_\_ 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)

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

Thank you.

Very truly yours,

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

Republic of the Philippines



Government Procurement Policy Board