

NEGOTIATION DOCUMENTS

FOR THE

**SUPPLY AND DELIVERY
OF TWENTY-TWO (22)
UNITS
OF PRISONER'S VAN**

BJMP Reference No.: G-2015-008

Negotiated Procurement – Two Failed Competitive Public Biddings

Reference No.: G-2016-014

Supply and Delivery of Twenty Two (22) Units Prisoner’s Van

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	22	SUPPLY AND DELIVERY OF PRISONER’S VAN	Php 20,500,000.00	25,000.00	100CD

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 **Twenty-Five Thousand Pesos (Php 25,000.00)**. 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 9:00 AM. Only bidders 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 4th 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 4th 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 Twenty Two (22) Units of Prisoner's Van** as described in Section III. Technical Specifications.

The lot is:

Lot No.	Quantity	Item/Description	Approved Budget for the Contract
1	22	SUPPLY AND DELIVERY OF PRISONER'S VAN	Php 20,500,000.00

▪ 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 two (2) 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
- x.

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 ten (10) 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 Prisoner's Van*.

- 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 4th Floor 144 BJMP Building
Mindanao Avenue, Quezon City

The deadline for submission of the requirements is on **November 3, 2016 at 8:00 AM**

2. Submission of Samples

The bidder must submit a sample of (1) unit of Prisoner’s Van being offered 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	22 Units	Supply and Delivery of Prisoner's Van	Within ONE HUNDRED (100) CALENDAR DAYS 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

LOT NO. 1 : **PRISONERS' VAN**

QTY : **22 units**

UNIT PRICE : **Php 931,818.182**

APPROVED BUDGET FOR THE CONTRACT: Php 20,500,000.00

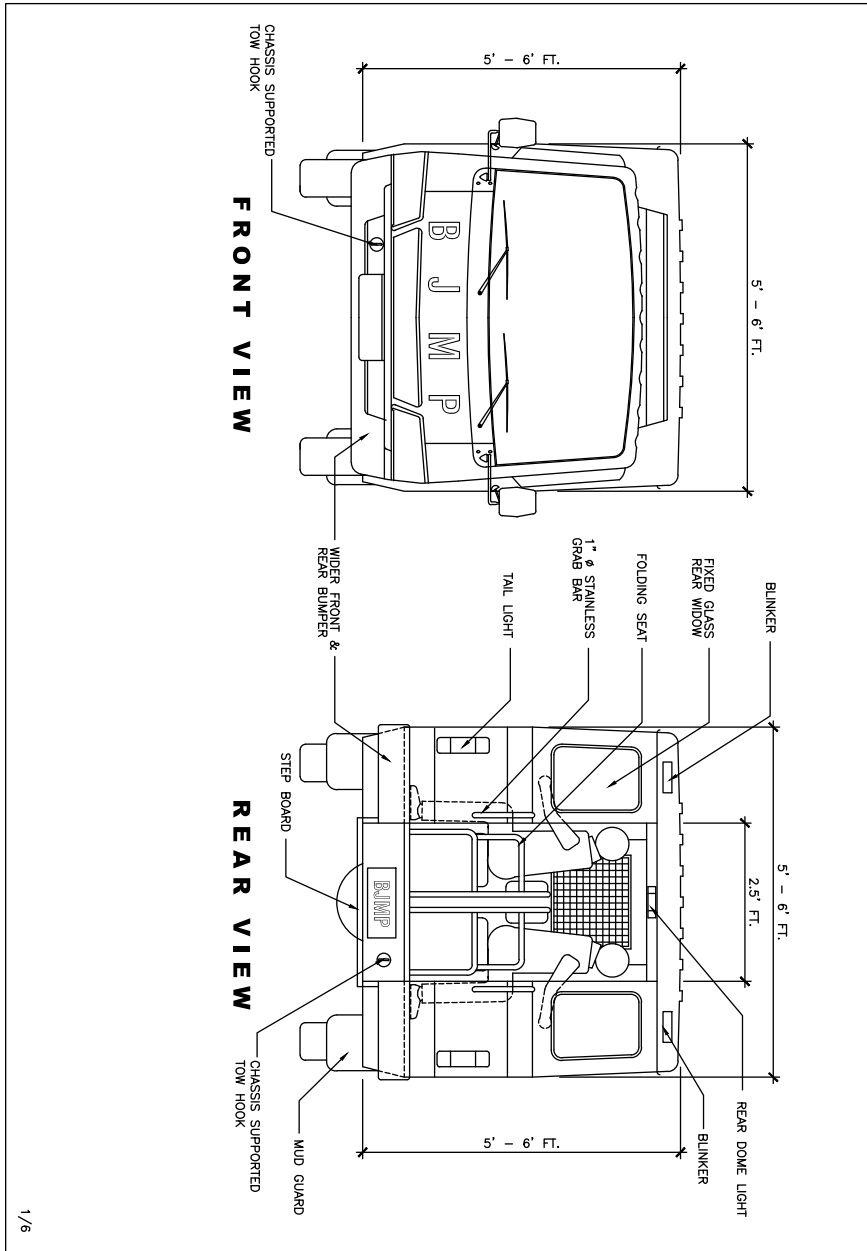
ITEM DESCRIPTION	BIDDER'S STATEMENT OF COMPLIANCE
<p>PRISONERS' VAN</p> <p>Technical Specifications Brand New, Four (4) wheel vehicle left hand drive Engine: EURO II compliant Four (4) cylinder engine with displacement of not less than 2600cc and not more than 3000cc diesel engine Transmission: Five (5) Speed Manual Clutch: Per manufacturer's specification Fuel Tank: Fifty (50) liters minimum capacity Drive: Two (2) wheel drive Brakes: Power assisted, disc type (front), drum/disc type (rear) with auxiliary parking brakes Chassis: Per manufacturer's specification Body Structure: Length: Minimum of 10ft Main Flooring- Gauge 16 G.I. Sheet (Corrugated) Main Roof- Gauge 18 G.I. Sheet (Corrugated) Side and Front Panel- Gauge 18 G.I. Sheet (Bended) Suspension: Front: Wishbone type Rear: Leaf Spring with shock absorber Tires & Rims: Per manufacturer's specifications Batteries: Maintenance free Steering: Rock and pinion with power assist</p> <p>Other features: With BJMP Markings With Chassis Supported Tow Hook (Front and Rear) With Dome Light (Inmate area and overhead of security personnel at vehicle entrance) With Sirens: (100W) PAS, Blinker (Blue, White and Red) With Rear Blinkers (White and Blue) (separate switch) With AM/FM Radio with USB Player With Under chassis rust proofing Warranty: 100,000kms or three (3) years whichever comes first Inclusive of one (1) year Comprehensive Insurance (with Acts of God) and three (3) years LTO registration</p> <p>Inclusive also of the following: Body Stickers, Comprehensive Insurance, Three (3) yrs. LTO registration</p>	<p>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 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 ITB Clause 3.1 (a) (ii) and/or GCC Clause 2.1 (a) (ii).</p>

Accessories: Spare tire with Rim Tire wrench Tool Kit Hydraulic Jack (minimum 5 tons capacity) Early Warning Device (2 pcs. per unit) Window Visor	
---	--

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company / Bidder	Signature Over Printed Name of Authorized Representative	Date
--------------------------	---	------

PRISONERS' VAN ILLUSTRATION
(page 1 of 6)



1/6

CONFORME:

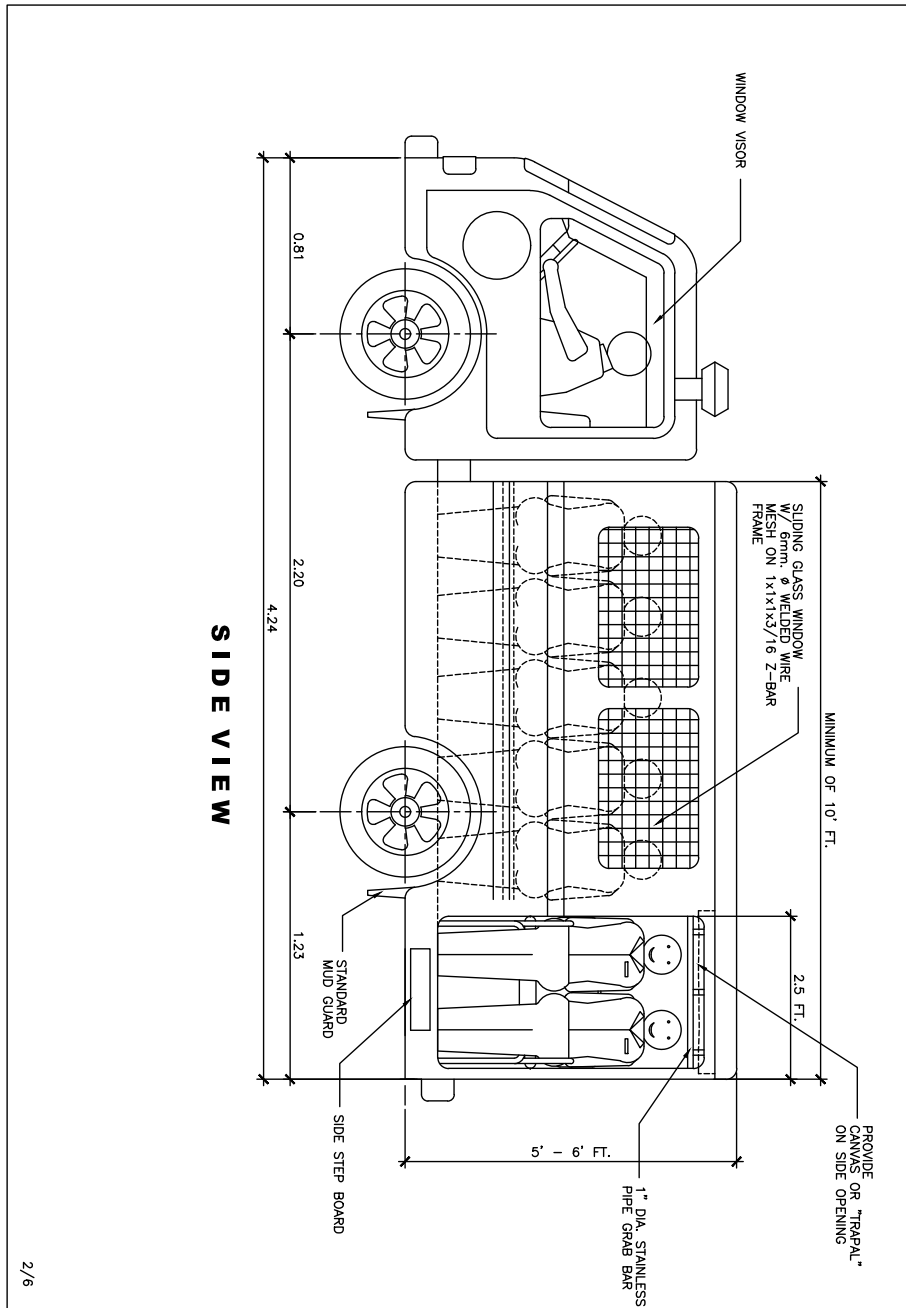
BIDDER'S COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DESIGNATION

DATE

PRISONERS' VAN ILLUSTRATION
(page 2 of 6)



2/6

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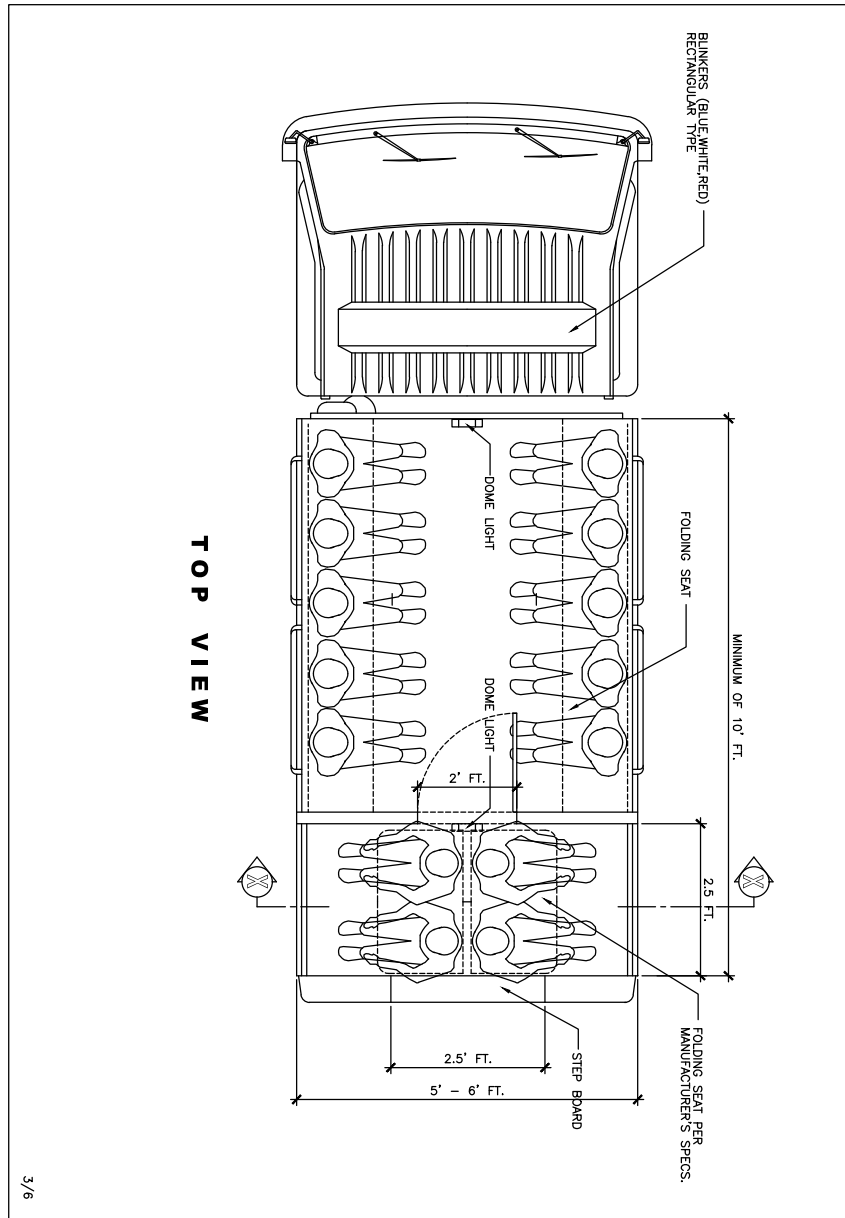
BIDDER'S COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DESIGNATION

DATE

PRISONERS' VAN ILLUSTRATION
(page 3 of 6)



CONFORME:

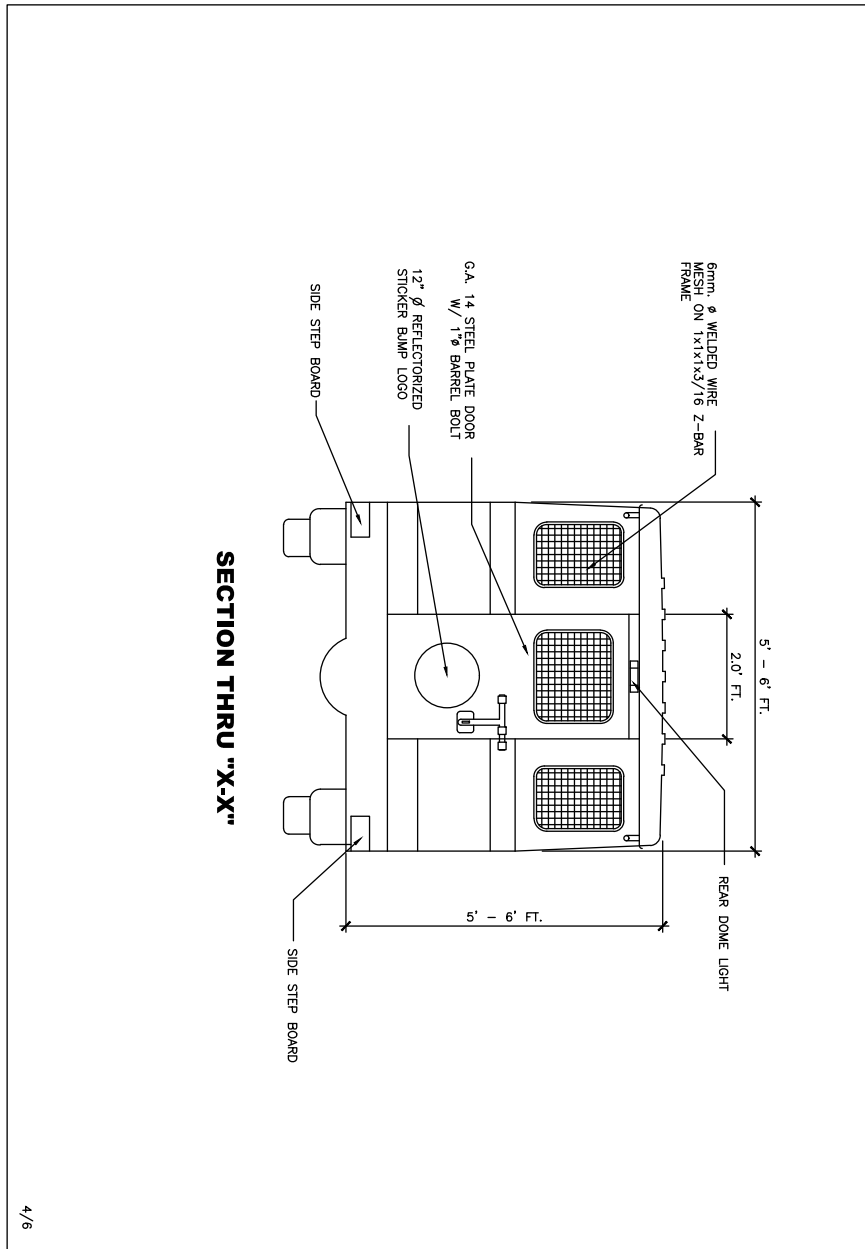
BIDDER'S COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DESIGNATION

DATE

PRISONERS' VAN ILLUSTRATION
 (page 4 of 6)



4/6

CONFORME:

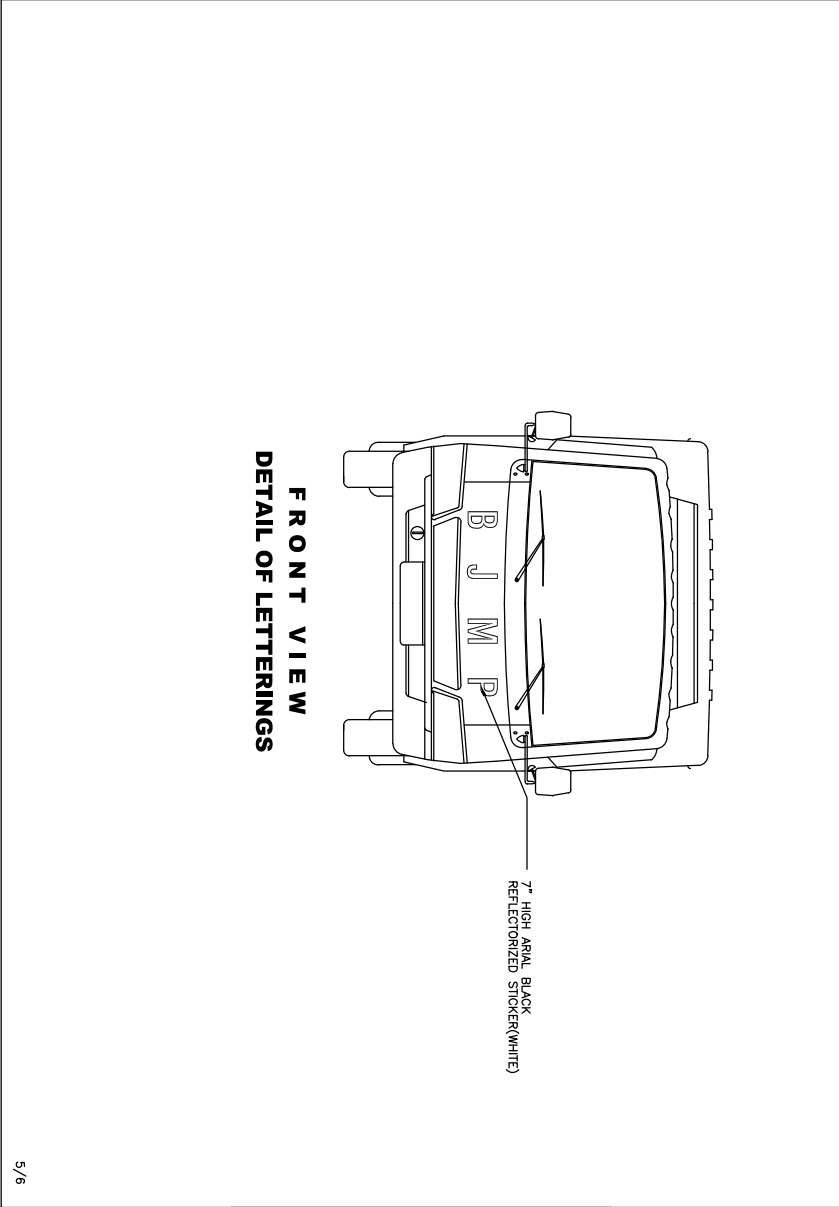
BIDDER'S COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DESIGNATION

DATE

PRISONERS' VAN ILLUSTRATION
(page 5 of 6)



CONFORME:

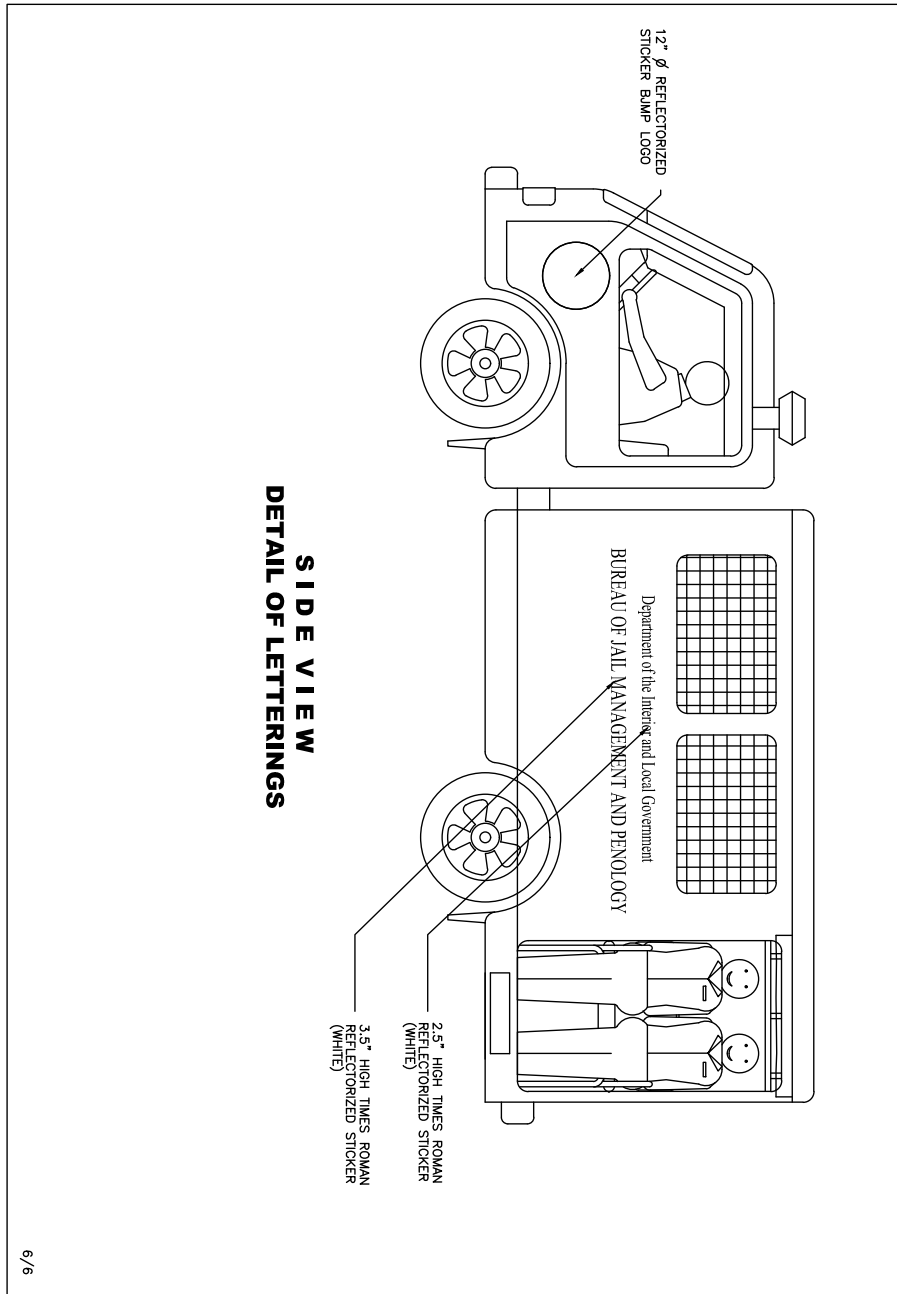
BIDDER'S COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DESIGNATION

DATE

PRISONERS' VAN ILLUSTRATION
(page 6 of 6)



CONFORME:

BIDDER'S COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DESIGNATION

DATE

BJMP PRISONERS VAN

TEST PARAMETERS

1. Service Brake Test

a. Procedures:

- 1.) At both full and non-load conditions, the vehicle will be driven on a cemented flat road and will apply the service brake at a designated line upon reaching the required speed indicated below.
- 2.) The test will be performed in three (3) trials, note the distance when the vehicle stops.

b. Standard. The prototype unit should have stopping power and reliable brake system.

At full load condition (approximately carrying the weight of its total passengers):

Speed	Maximum Stopping Distance (meters)	Stopping Distance			Average	Remarks
30 kph	5					
45 kph	10					
60 kph	15					
80 kph	30					

At non-load condition:

Speed	Maximum Stopping Distance (meters)	Stopping Distance			Average	Remarks
30 kph	5					
45 kph	10					
60 kph	15					
80 kph	30					

Note: The average of the result of three (3) trials shall be within the maximum limit / threshold for the vehicle to pass the said tests. Failure in one speed category is a failure of the whole test.

Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

Date

2. Acceleration Test

a. Procedures:

- 1.) The vehicle will be driven in a flat, cemented road.
- 2.) The vehicle will be driven in as fast as could be at four (4) different required speeds within a given specified time.
- 3.) The test will be performed in three (3) trials.
- 4.) Record any observation noted in the vehicle.

b. Standard. The vehicle must able to attain the required speed within the maximum specified time.

At full load condition (approximately carrying the weight of its total passengers):

Speed	Maximum Time (seconds)	Time Reached			Average	Remarks
30 kph	8					
45 kph	14					
60 kph	20					
80 kph	26					

At non-load condition:

Speed	Maximum Time (seconds)	Time Reached			Average	Remarks
30 kph	8					
45 kph	14					
60 kph	20					
80 kph	26					

Note: The average of the result of three (3) trials shall be within the maximum limit / threshold for the vehicle to pass the said tests. Failure in one speed category is a failure of the whole test.

3. Ascending / Gradeability Test

a. Procedures:

- 1.) At full load, the vehicle will be driven on approximately 30 degrees inclined road.
- 2.) While negotiating the road, the driver will stop the vehicle in the middle of the road by means of the service brake.
- 3.) The driver will continue to drive uphill.
- 4.) The test will be performed in three (3) trials.

Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

Date

b. Standard. The vehicle must be able to negotiate the inclined road in stop and go condition.

			Remarks
1	2	3	
Stop and Go	Stop and Go	Stop and Go	

Note: Failure in one trial is a failure of the whole test.

4. Endurance Test

a. Procedures:

- 1) Towing Test – At non-load condition, the vehicle will tow another vehicle for one (1) kilometer distance.

- 2) Flood Test – The vehicle will cross a river or flooded / submerged area with a depth of 50 cm.
- 3) Mud Test – The vehicle will maneuver on a muddy road with 25 cm depth of mud.
- 4) Overheat Test- The vehicle must travel for 10 kilometers at the minimum speed of 100kph.

b. Standard:

- 1) The vehicle must be able to tow another vehicle of similar size or weight without engine overheating or clutch sliding.
- 2) The vehicle must be able to cross the river / flood / submerged area.
- 3) The vehicle must be able to maneuver the muddy road without stalling.
- 4) The vehicle must be able to travel at the given distance and speed without overheating.

	Remarks
Towing Test	
Flood Test	
Mud Test	
Overheat Test	

Note: Failure in one segment (test) is a failure of the whole test.

5. Sample Emission Test (Environment Law Compliance)

a. Procedures:

Right after the preceding test, the vehicle will undergo smoke emission test at DOTC/LTO accredited testing centers.

b. Standard: The vehicle must pass the emission test set by the Government for environment law compliance.

Opacimeth Average Result	Emission Standard for Naturally Aspirated Engine	Remarks

Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

Date

SECTION IV. BID AND SAMPLE FORMS

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Bid Form

Date: _____

Reference No.: BJMP Reference No. G-2015-008

The Chairperson
 BJMPBAC
 144 4th 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 Deliver of (22) units of Prisoner's Van** in conformity with the said Bidding Documents for the sums stated hereunder:

Lot No.	Quantity	Item/Description	Unit Price	Total Price
1	22 units	Prisoner's Van		

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 ITB Clause 5 of 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 2005-2015.

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

Name and Signature of
Authorized Representative

Date

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 information.

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