Republic of the Philippines

gppb

Government Procurement Policy Board

RESOLUTION NO. 17-2026

APPROVING THE GUIDELINES ON THE PROCUREMENT FOR DISASTER PREPAREDNESS, ANTICIPATORY MEASURES, AND DISASTER-RELATED MITIGATION RESPONSE, RELIEF, RECOVERY, REHABILITATION, RECONSTRUCTION AND OTHER ACTIVITIES, MEASURES, INTERVENTIONS AND EFFORTS TO PROTECT LIVES, PROPERTY, VITAL PUBLIC SERVICES, INFRASTRUCTURE FACILITIES AND OTHER PUBLIC UTILITIES

WHEREAS, Republic Act (RA) No. 12009, otherwise known as the "New Government Procurement Act," took effect on 13 August 2024, while its Implementing Rules and Regulations (IRR) took effect on 25 February 2025;

WHEREAS, Section 91 of RA No. 12009 mandates that the Government Procurement Policy Board (GPPB) shall be the central body that sets strategic direction and makes policy decisions regarding all matters affecting public procurement, having due regard to the country's regional and international obligations, and is tasked to lead the nation's efforts in advancing public procurement reforms in accordance with the Act;

WHEREAS, Section 91 of RA No. 12009 and its IRR authorizes the GPPB to formulate public procurement policies, rules and regulations, and amend the IRR, whenever necessary;

WHEREAS, Sections 7.1 and 7.2. of the IRR of RA No. 12009 direct that all procurement shall be undertaken with proper and sufficient planning and preparation to ensure sound procurement decisions which include the conduct of supply positioning, analysis of available modes of procurement, risk management, and disposal procedures and that a procurement strategy that includes fit-for-purpose and proportional approaches shall be implemented by Procuring Entities (PEs);

WHEREAS, Section 26.1 of the IRR of RA No. 12009 allows PEs to adopt any of the modes of procurement consistent with the fit-for-purpose procurement approach to provide the most suitable mechanism or strategy designed to address the specific needs of the PE and each project, while promoting flexibility and responsiveness to different conditions and scenarios based on a variety of factors or situations;

WHEREAS, Section 35 of RA No. 12009, in relation to Section 35.2 of its IRR, provides that Negotiated Procurement – Emergency Cases (Emergency Procurement) is one of the instances where a PE may directly negotiate a contract with a legally, technically, and financially capable supplier, contractor, or consultant in any of the following cases: (a) imminent danger to life or property during a state of calamity; (b) when time is of the essence arising from natural or man-made calamities; or (c) other causes where immediate action is necessary to prevent damage to or loss of life or property, or to restore vital public services, infrastructure facilities and other public utilities;

WHEREAS, Section 35.2 of the IRR further provides that the instances or situations where the foregoing conditions may be applied include the provision of immediate response and initial recovery steps to avoid loss of life, injury, disease and other negative effects on human, physical, mental and social well-being, together with damage to property, destruction of assets, loss of services, social and economic disruption and environmental degradation;

WHEREAS, it is the declared policy of the State, under RA No. 10121 or the "Philippine Disaster Risk Reduction and Management Act of 2010", to adopt a disaster risk reduction and management approach that is holistic, comprehensive, integrated, and proactive in lessening the socioeconomic and environmental impacts of disasters and to provide maximum care, assistance and services to people affected by disaster, implement emergency rehabilitation projects to lessen the impact of disaster, and facilitate resumption of normal social and economic activities;

WHEREAS, RA No. 12287 or the "Declaration of State of Imminent Disaster Act" empowers the President of the Philippines and the local chief executives to declare a State of Imminent Disaster anywhere nationwide and in their jurisdictions, respectively, that will allow national government agencies and local government units, specifically the National, Regional, and Local DRRM Councils, to use national and local resources and mechanisms to implement anticipatory actions that will reduce the adverse humanitarian and other impacts of a forecasted hazard before it occurs, or before its most acute impacts are felt, such as the (a) procurement, mobilization, strategical prepositioning, and distribution food and non-food items to the forecasted affected population; (b) implementation of a social amelioration program for the indigent and most vulnerable members of the population; (c) implementation of contingency plans to mitigate damage to agricultural products and food supply; and (d) provision of technical and advisory assistance for the management, control, and reduction of immediate threats to public health and safety;

WHEREAS, on 9 March, 20 March, and 6 April 2020, respectively, the GPPB issued Resolution Nos. 03-2020, 05-2020, and 06-2020 adopting efficient, effective, and expedient procurement procedures during the COVID-19 State of Public Health Emergency;

WHEREAS, the Philippines has successfully implemented five (5) successive Catastrophe Deferred Drawdown Option (Cat DDO) operations with the World Bank since 2011, a global success story in linking policy reforms with disaster risk financing, enabling the Government to rapidly mobilize financial resources during major disasters and emergencies;

WHEREAS, the World Bank Philippines is preparing the Policy Matrix for the Sixth Philippines Disaster Risk Management and Climate Development Policy Loan (DPL) with a Catastrophe-Deferred Drawdown Option (Cat DDO 6), a flagship initiative designed to strengthen the Philippines' disaster resilience through policy reforms that enhance government preparedness and response, while providing immediate access to contingent financing following the declaration of a state of calamity or public health emergency;

WHEREAS, a Technical Working Group (TWG) Meeting for the Sixth Philippines Disaster Risk Management (DRM) and Climate DPL with CAT-DDO Appraisal Mission was held on 17 June and 29 July 2026, presided over by Department of Finance and attended by representatives of concerned government agencies, including the Department of the Interior and Local Government (DILG), the Department of Budget and Management, the Office of Civil Defense (OCD), the GPPB-Technical Support Office (GPPB-TSO), and the World Bank, to discuss strategies for streamlining procurement of priority goods and services needed for disaster preparedness and response;

WHEREAS, pursuant to the foregoing, the GPPB-TSO prepared and drafted the Guidelines on the Procurement for Disaster Preparedness, Anticipatory Measures, and Disaster-Related Mitigation Response, Relief, Recovery, Rehabilitation, Reconstruction and Other Activities, Measures, Interventions and Efforts to Protect Lives, Property, Vital Public Services, Infrastructure Facilities and Other Public Utilities (Guidelines);

WHEREAS, the draft Guidelines were presented to the Inter-Agency Technical Working Group (IATWG) on its 7th Meeting held on 11 August 2026, for discussion, during which resource persons from the Department of Agriculture, Department of Health, Department of Social Welfare and Development, OCD, Philippine Coast Guard, and Quezon City and Makati City local government units were present upon the GPPB-TSO's invitation to provide inputs, comments, or recommendations pursuant to GPPB Resolution No. 13-2026. The above resource persons participated in the discussion and provided their inputs and recommendations which were considered into the draft Guidelines;

WHEREAS, after further review of the proposed Guidelines, the IATWG resolved to endorse the proposed Guidelines to the GPPB for its consideration and approval;

WHEREAS, the GPPB-TSO during the 5th GPPB Meeting held on 14 August 2026, presented to the Board the features of the proposed Guidelines, as follows:

1. It covers procurement planning strategies for disaster-preparedness, to wit: (a) strengthen procurement planning and pre-disaster preparation by requiring PEs to identify disaster-related requirements, undertake Pre-Disaster Risk Assessment, and plan for the procurement of Goods, Infrastructure Projects, and Consulting Services needed for disaster preparedness and response; (b) promote the use of appropriate procurement strategies, including Early Procurement Activities and Framework Agreements, to facilitate timely implementation, establish advance procurement arrangements, and ensure supply security and flexibility; and (c) allow PEs to adopt the procurement modality best suited to their needs under the Fit-for-Purpose approach, subject to Market Scoping and applicable rules;

2. It provides for specific rules designed to streamline the use of Emergency Procurement, including its application to anticipatory actions upon the issuance of a State of Imminent Disaster such as: (a) rationalization of documentary requirements by allowing, among others, the use of valid documents previously submitted by Suppliers, the submission of documents through electronic means, and the acceptance of electronic notarization, while permitting certain documentary deficiencies to be completed after award but before payment; and (b) refinement of the procurement process through simplified compliance documentation, appropriate delegation of authority, immediate evaluation and negotiation, and expedited approval and award procedures;

3. It establishes safeguards governing the use of Emergency Procurement by: (a) providing the proportionality rule between the time element, quantity, volume, or scope of the procurement; (b) requiring a Suppliers List that will be publicly posted; (c) guidance on price negotiation to determine reasonableness of price; and (d) administrative measure against price gouging, bid rigging, collusion, and other fraudulent practices; and

4. Emphasize the accountability and transparency in the procurement process by including contract implementation rules, including warranty, performance security where applicable, monitoring of contract compliance, and the imposition of appropriate penalties or sanctions for delay or non-compliance, as well as prescribing standard forms and templates to facilitate the uniform and expeditious conduct of Emergency Procurement.

WHEREAS, during the same meeting, the GPPB-TSO likewise presented to the Board the proposed necessary revisions to the IRR of RA No. 12009 to ensure coherence with the proposed Guidelines, particularly Sections 35.2, 35.2.1, 35.2.3(a), (b), (c), and (d), 100.1. and the new Section 35.2.4, as follows:

1. Correctly reflect under Section 35.2, the three (3) instances when Emergency Procurement may be resorted consistent with Section 35 (b) of RA No. 12009;

2. Clarify the submission of documentary requirements under Section 35.2.1 that allows the acceptance of expired Mayor's Permit with Official Receipt for the renewal application and an Unnotarized Omnibus Sworn Statement (OSS) as basis of award; This is, however, subject to the submission of the renewed Mayor's Permit and Notarized OSS after the award of the contract, but before any payment thereon is made.

3. Correctly reflect the delegation under Section 35.2.3 (a) of Emergency Procurement to the End-User or Implementing Unit, specifically the authority to directly negotiate with a legally, technically, and financially capable supplier, contractor, or consultant for procurement undertaken through any of the allowable instances of Negotiated Procurement; Accordingly, the provision allowing delegation to the Bids and Awards Committee (BAC) has been deleted considering that the BAC’s primary function is to undertake procurement activities;

4. Include in the IRR the procedural steps in the conduct of Emergency Procurement under Section 35.2.3; and

5. Add a new provision to be designated “Section 35.2.4” for the blacklisting of any bidder, winning supplier, contractor, or consultant that is found to have taken advantage of the emergency or disaster by price gouging, bid rigging or any fraudulent machinations;

WHEREAS, further, for ease of reference, the matrix of changes to the IRR of RA No. 12009, particularly the amended provisions of Sections 35.2, 35.2.1, 35.2.3(a), (b), (c), and (d), and 100.1, as well as the newly introduced Section 35.2.4, is hereby presented as follows:

ORIGINAL PROVISION	AMENDMENT IN ACCORDANCE WITH EMERGENCY PROCUREMENT GUIDELINES
Section 35.2 Emergency Cases. This mode of Negotiated Procurement may be resorted to in any of the following cases: a) Imminent danger to life or property during a state of calamity; b) When time is of the essence arising from natural or man-made calamities; or c) Other causes where immediate action is necessary: i) To prevent damage to or loss of life or property, or ii) To restore vital public services, infrastructure facilities and other public utilities. d) The instances or situations where the foregoing conditions may be applied include the provision of immediate response and initial recovery steps to avoid loss of life, injury, disease and other negative effects on human, physical, mental and social well-being, together with damage to property, destruction of assets, loss of services, social and economic disruption and environmental degradation.	Section 35.2 Emergency Cases. This mode of Negotiated Procurement may be resorted to in any of the following cases: a) Imminent danger to life or property during a state of calamity; b) When time is of the essence arising from natural or man-made calamities; or c) Other causes where immediate action is necessary: i) To prevent damage to or loss of life or property, or to restore vital public services, infrastructure facilities and other public utilities; **ii) UNDERTAKE ANTICIPATORY ACTION UPON ISSUANCE OF A STATE OF IMMINENT DISASTER PURSUANT TO SECTION 9 OF RA NO. 11287** ~~d)~~ The instances or situations where the foregoing conditions may be applied include the provision of immediate response and initial recovery steps to avoid loss of life, injury, disease and other negative effects on human, physical, mental and social well-being, together with damage to property, destruction of assets, loss of services, social and economic disruption and environmental degradation.
Section 35.2.1 The documentary requirements, such as expired Mayor’s permit with Official Receipt for the renewal application and Unnotarized Omnibus Sworn Statement are accepted as basis for award, and subject to the submission after the award of the Contract, but before payment.	35.2.1 The documentary requirements, such as expired Mayor’s permit with Official Receipt for the renewal application and an Unnotarized Omnibus Sworn Statement ~~are~~ **SHALL BE ACCEPTED** as basis for award, ~~and~~ **BUT** subject to the submission **OF THE RENEWED MAYOR’S PERMIT AND NOTARIZED OSS** after the award of the contract, but before payment.

35.2.3. a) The Head of the Procuring Entity (HoPE) may delegate to either the BAC or the End-User or Implementing Unit or any other appropriate bureau, committee, support or procuring unit the authority to directly negotiate with a legally, technically, and financially capable supplier, contractor, or consultant for procurement undertaken through any of the allowable instances of Negotiated Procurement (Emergency Cases) under this Section.	35.2.3. a) The HoPE may delegate to ~~either the BAC or~~ the End-User or Implementing Unit or any other appropriate bureau, committee, support or procuring unit the authority to directly negotiate with a legally, technically, and financially capable supplier, contractor, or consultant for procurement undertaken through any of the allowable instances of Negotiated Procurement (Emergency Cases) under this Section.
Section 35.2.3 xxx b) The End-User or Implementing Unit or the duly authorized official or personnel shall submit a request to the BAC or the HoPE, as the case may be, accompanied by appropriate supporting documents identifying the emergency sought to be addressed, and the necessary Goods, Infrastructure Projects or Consulting Services (e.g., Technical Specifications, Scope of Work or Terms of Reference) that have to be procured to address the emergency.	Section 35.2.3 xxx b) The End-user or Implementing Unit **SHALL IMMEDIATELY PREPARE THE PROJECT PPMP COVERING THE PROCUREMENT PROJECT SUBJECT TO EMERGENCY PROCUREMENT. THE PPMP TOGETHER WITH THE EMERGENCY PROCUREMENT COMPLIANCE FORM SHALL BE SUBMITTED TO THE BAC. THE BAC SHALL IMMEDIATELY EVALUATE THE PPMP AND THE EMERGENCY PROCUREMENT COMPLIANCE FORM, AND IF FAVOURABLE, SHALL PREPARE AND SUBMIT THE APP COVERING THE PROCUREMENT PROJECT SUBJECT TO EMERGENCY PROCUREMENT FOR APPROVAL OF THE HOPE.** ~~or the duly authorized official or personnel shall submit a request to the BAC or the HoPE, as the case may be, accompanied by appropriate supporting documents identifying the emergency sought to be addressed, and the necessary Goods, Infrastructure Projects or Consulting Services (e.g., Technical Specifications, Scope of Work or Terms of Reference) that have to be procured to address the emergency.~~ **THE EMERGENCY PROCUREMENT COMPLIANCE FORM SHALL INCLUDE THE FOLLOWING:** **a. VALIDATION BY THE APPROPRIATE OFFICE IN THE**

	PE THAT THERE IS A BUDGET FOR THE PURPOSE; **b. THE TYPE OF MARKET SCOPING CONDUCTED;** **c. THE SUPPLIER, CONTRACTOR, OR CONSULTANT FROM THE SUPPLIERS LIST OF THE PE, THE END-USER OR IMPLEMENTING UNIT RECOMMENDS TO DIRECTLY NEGOTIATE WITH. IN CASE THE SUPPLIER, CONTRACTOR OR CONSULTANT RECOMMENDED IS NOT IN THE SUPPLIERS LIST, THE REASON FOR SUCH;** **d. ANY OF THE EMERGENCY CASES SPECIFIED UNDER SECTION 35.2 HEREOF; AND** **e. THE JUSTIFICATION FOR THE USE OF THE EMERGENCY PROCUREMENT MODALITY WITH ANY SUPPORTING DOCUMENTS.**
Section 35.2.3 xxx c) The BAC or the End-User or Implementing Unit or any other appropriate bureau, committee, support or procuring unit shall recommend to the HoPE the necessary revisions of the APP to cover the Procurement Project that will be subject to Negotiated Procurement (Emergency Cases) under this Section subject to the validation by the appropriate office in the Procuring Entity that there are funds in the budget to cover for the same.	Section 35.2.3 xxx c) **UPON APPROVAL OF THE HOPE,** the BAC or ~~the End-User or Implementing Unit or~~ any other appropriate bureau, committee, support or procuring unit, **IN CASE OF DELEGATION,** shall **DIRECTLY ASK THE SUPPLIER, CONTRACTOR OR CONSULTANT RECOMMENDED BY THE END-USER OR IMPLEMENTING UNIT TO SUBMIT A QUOTATION FORM AT THE STATED PLACE, DATE, AND TIME. UPON SUBMISSION, THE BAC OR ANY OTHER APPROPRIATE BUREAU, COMMITTEE, SUPPORT OR PROCURING UNIT SHALL IMMEDIATELY EVALUATE THE SUBMISSION OF THE SUPPLIER, CONTRACTOR, OR CONSULTANT.** ~~recommend to the HoPE the necessary revisions of the APP to cover the Procurement Project that will be subject to Negotiated Procurement (Emergency Cases) under this Section subject to the validation by the appropriate office in the~~

	~~Procuring Entity that there are funds in the budget to cover for the same.~~ xxx
Section 35.2.3 xxx d) After conducting the negotiations with a legally, technically, and financially capable supplier, contractor, or consultant, the HoPE, upon recommendation of the BAC or the End-user or Implementing Unit or any other appropriate bureau, committee, support or procuring unit authorized for the purpose shall immediately award the contract to the supplier, contractor or consultant.	Section 35.2.3 Xxx d) ~~After conducting the negotiations~~ **ONCE THE SUPPLIER, CONTRACTOR, OR CONSULTANT IS DETERMINED TO BE** ~~with a~~ legally, technically, and financially capable, **THE BAC OR ANY OTHER APPROPRIATE BUREAU, COMMITTEE, SUPPORT OR PROCURING UNIT SHALL IMMEDIATELY CONDUCT NEGOTIATIONS TO ENSURE THAT THE MOST ADVANTAGEOUS PRICE AND OTHER TERMS AND CONDITIONS IS ACHIEVED BY THE GOVERNMENT, TAKING INTO CONSIDERATION THE PREVAILING MARKET CONDITIONS, URGENCY OF THE REQUIREMENT, AVAILABILITY OF THE SUPPLY, AND CIRCUMSTANCES BROUGHT ABOUT BY THE EMERGENCY CASES**. ~~supplier, contractor, or consultant, the HoPE, upon recommendation of the BAC or the End-user or Implementing Unit or any other appropriate bureau, committee, support or procuring unit authorized for the purpose shall immediately award the contract to the supplier, contractor or consultant.~~
Section 35.2.3 xxx d)After conducting the negotiations with a legally, technically, and financially capable supplier, contractor, or consultant, the HoPE, upon recommendation of the BAC or the End-user or Implementing Unit or any other appropriate bureau, committee, support or procuring unit authorized for the purpose shall immediately award the contract to the supplier, contractor or consultant.	Section 35.2.3 xxx e) After **THE CONDUCT OF SUCCESSFUL NEGOTIATION/S,** ~~conducting the negotiations with a legally, technically, and financially capable supplier, contractor, or consultant, the HoPE, upon recommendation of~~ the BAC ~~or the End-user or Implementing Unit~~ or any other appropriate bureau, committee, support or procuring unit ~~authorized for the purpose~~ shall **RECOMMEND THE AWARD OF CONTRACT TO THE SUPPLIER, CONTRACTOR, OR CONSULTANT FOR APPROVAL OF THE HOPE. THE HOPE SHALL** immediately ~~award the contract to the supplier, contractor or consultant~~.

	ACT ON THE RECOMMENDATION AND IF APPROVED SHALL IMMEDIATELY ISSUE THE NOTICE OF AWARD (NOA) AND SIGN THE CONTRACT WHICH SHALL CLEARLY INDICATE THE IMPLEMENTATION PERIOD AND OTHER REQUIREMENTS PRIOR TO DELIVERY OR PERFORMANCE, INCLUDING THE SUBMISSION OF PERFORMANCE SECURITY IF REQUIRED BY THE PE.
35.2.4 NO PROVISION	**[NEW]** Section 35.2.4 **ANY BIDDER OR WINNING SUPPLIER, CONTRACTOR OR CONSULTANT THAT IS FOUND TO HAVE TAKEN ADVANTAGE OF THE EMERGENCY CASES THROUGH PRICE GOUGING, BID RIGGING OR OTHER FRAUDULENT MACHINATIONS SHALL BE BLACKLISTED PURSUANT TO SECTION 100 OF RA NO. 12009, ITS IRR AND GUIDELINES**.
Section 100. **Imposition of Blacklisting** The HoPE may impose the penalty of blacklisting consisting of one (1) year prohibition for the first offense, or two (2) years prohibition for the second offense for any of the following offenses: 100.1 During Procurement or Contract Implementation: a) Commission of three (3) or more of any of the acts imposed with suspension, as provided under Section 99 of this IRR; b) The use of force, fraudulent machinations, coercion, undue influence or pressure on any member of the BAC or any officer or employee of the Procuring Entity to take a particular action for its own favor or gain, or to the advantage of a particular bidder; or c) In case it is determined prima facie that the winning bidder has engaged, before or during the implementation of the contract, in the following unlawful deeds and behaviors relative to contract acquisition and implementation: i) Corrupt, fraudulent, collusive and coercive practices; ii) Drawing up or using forged documents; or iii) Using adulterated materials, means or methods, or engaging	Section 100. **Imposition of Blacklisting** The HoPE may impose the penalty of blacklisting consisting of one (1) year prohibition for the first offense, or two (2) years prohibition for the second offense for any of the following offenses: 100.1 During Procurement or Contract Implementation: a) Commission of three (3) or more of any of the acts imposed with suspension, as provided under Section 99 of this IRR; b) The use of force, fraudulent machinations, coercion, undue influence or pressure on any member of the BAC or any officer or employee of the Procuring Entity to take a particular action for its own favor or gain, or to the advantage of a particular bidder; or c) In case it is determined prima facie that the **ANY BIDDER OR** winning **SUPPLIER, CONTRACTOR, OR CONSULTANT** ~~bidder~~ has engaged, before or during the implementation of the contract, in the following unlawful deeds and behaviors relative to contract acquisition and implementation: i) Corrupt, fraudulent, collusive and coercive practices; ii) Drawing up or using forged documents; ~~or~~

in production contrary to rules of science or trade.	iii) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or trade; OR iv) **ANY OF THE CIRCUMSTANCE MENTIONED UNDER SECTION 35.2.4 OF THIS IRR.**

WHEREAS, during the discussion of the proposed guidelines in the 5th GPPB meeting, the Department of Public Works and Highways, Department of National Defense, DILG, Procurement Service – DBM (PS-DBM), and the Private Sector Representative expressed their support therefor, particularly on the Guidelines' objective of facilitating timely, proactive, effective and responsive procurement interventions for disaster preparedness and emergency response;

WHEREAS, PS-DBM representative clarified that under the current PhilGEPS 1.5 system, the Suppliers List, Notice of Award (NOA) or contracts cannot be posted if the supplier is not registered in PhilGEPS. However, this functionality is already being considered under the Terms of Reference for the Phase 2 development of the modernized PhilGEPS (mPhilGEPS) which will allow awards to be recognized by the system and posted even if the supplier is not yet registered in PhilGEPS. The PS-DBM further committed to include this requirement in the Phase 2 development of mPhilGEPS, consistent with other applicable GPPB guidelines;

WHEREAS, the GPPB noted that the BAC Secretariat must post a copy of the Suppliers List, NOA, and contract on the PE's website and PhilGEPS, and accordingly directed PhilGEPS, in view of the latter's manifestation of the current inadequate posting functionality on the PhilGEPs website, to ensure the timely development of a central open-data submission and posting portal where said information will be posted for transparency and accountability;

WHEREAS, the GPPB Chairperson additionally required further refinements to the Emergency Procurement Compliance form to ensure that only the necessary and relevant documents will be required and to include some parameters in requiring performance security;

WHEREAS, the GPPB, after thorough deliberation and inputs from the Members of the Board, resolved to approve the proposed Guidelines including the related amendments to the IRR of RA No. 12009, specifically Section 35.2 and its subsections and Section 100.1 as well as the newly added Section 35.2.4;

NOW, THEREFORE, for and in consideration of the foregoing, **WE**, the Members of the **GOVERNMENT PROCUREMENT POLICY BOARD**, by virtue of the powers vested on **US** by law, hereby **RESOLVE** to confirm, adopt, and approve, as **WE** hereby:

1. **APPROVE** the Guidelines on Procurement for Disaster Preparedness, Anticipatory Measures, and Disaster-Related Mitigation Response, Relief, Recovery, Rehabilitation, Reconstruction and Other Activities, Measures, Interventions and Efforts to Protect Lives, Property, Vital Public Services, Infrastructure Facilities and Other Public Utilities, also known as the Guidelines on Procurement for Disaster-Related Preparations and Response, ***a copy of which is attached as Annex "A" hereof***;

2. **AMEND** the relevant provisions of Section 35.2 and its subsections and Section 100.1 of the IRR of RA No. 12009 reflecting the changes introduced by the said Guidelines; and

3. **DIRECT** the GPPB-TSO to periodically monitor and review the implementation of the said Guidelines and to propose amendments as deemed necessary.

APPROVED this 14th day of August 2026 at Quezon City, Philippines.

Sgd.

GPPB, Chairperson
DEPARTMENT OF BUDGET AND MANAGEMENT

	Sgd.
DEPARTMENT OF ECONOMY, PLANNING AND DEVELOPMENT	**DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**
Sgd.	Sgd.
DEPARTMENT OF NATIONAL DEFENSE	**DEPARTMENT OF EDUCATION**
Sgd.	Sgd.
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT	**DEPARTMENT OF TRANSPORTATION**
	Sgd.
PROCUREMENT SERVICE - DBM	**PRIVATE SECTOR REPRESENTATIVE**

Republic of the Philippines
gppb
Government Procurement Policy Board

CIRCULAR NO. 08-2026

To : **Heads of Departments, Bureaus, Offices, Agencies of the National Government; State Universities and Colleges; Government-Owned or Controlled Corporations; Government Financial Institutions; Local Government Units**

Subject : Guidelines on the Procurement for Disaster Preparedness, Anticipatory Measures, and Disaster-Related Mitigation Response, Relief, Recovery, Rehabilitation, Reconstruction and Other Activities, Measures, Interventions and Efforts to Protect Lives, Property, Vital Public Services, Infrastructure Facilities and Other Public Utilities

1.0 POLICY STATEMENT

1.1. The Government recognizes the strategic role of procurement in the achievement of a holistic, integrated, efficient and proactive disaster risk reduction and management program across all levels of governance. In particular, the Government's disaster preparedness and response during a State of Calamity, and a State of Imminent Disaster, under Republic Act (RA) No. 10121[1] and under RA No. 12287,[2] respectively is anchored on timely, responsive and effective procurement interventions.

1.2. Relatedly, the fit-for-purpose approach under RA No. 12009 or the New Government Procurement Act that enables Procuring Entities (PEs)[3] to develop their requirements, choose the procurement modality and implement contracts that are reasonably proportional to their needs and circumstances.[4] This includes the procurement for disaster preparedness, anticipatory measures, and disaster-related mitigation response, relief, recovery, rehabilitation, reconstruction, and other activities, measures, interventions and efforts to protect lives, property, vital public services, infrastructure facilities and other public utilities.

1.3. The need for agility, urgency and proactiveness in the procurement for disaster-related requirements is nonetheless balanced by the equal need

[1] The "Philippine Disaster Risk Reduction and Management Act of 2010."
[2] The "Declaration of State of Imminent Disaster Act."
[3] Procuring Entity refers to any branch, department, bureau, office, agency, or instrumentality of the government, including SUCs, GOCCs, GFIs, and LGUs procuring Goods, Infrastructure Projects, and Consulting Services
[4] Section 7, RA No. 12009

for Proportionality in procurement strategies and interventions as well as full disclosure controls under the principle of Transparency.[5]

2.0 PURPOSE

These Guidelines shall govern the procurement for disaster preparedness, anticipatory measures, and disaster-related mitigation response, relief, recovery, rehabilitation, reconstruction, and other activities, measures, interventions and efforts to protect lives, property, vital public services, infrastructure facilities and other public utilities.

In particular, it shall provide the rules for Negotiated Procurement, Emergency Cases under Section 35 (b) of RA No. 12009 and Section 35.2 of the IRR of RA 12009.

3.0 DEFINITION OF TERMS

a. **Anticipatory Action** refers to action taken to reduce the adverse humanitarian and other impacts of a forecasted hazard before it occurs, or before its most acute impacts are felt. It is performed by any individual, organization, or concerned government agency to mitigate a disaster's impact on people, animals, and properties that are likely to be affected.[6]

b. **Declaration of a State of Imminent Disaster** refers to the declaration made in anticipation of a highly probable disaster with projected catastrophic impacts based on forecast and on the results of pre-disaster risk assessment to supplement national and local resources in preventing or mitigating damages and losses.[7]

c. **Disaster** refers to a serious disruption of the functioning of a community or a society involving widespread human, material, economic or environmental losses and impacts, which exceeds the ability of the affected community or society to cope using its own resources.[8]

d. **Pre-Disaster Risk Assessment** refers to the process of evaluating a hazard's level of risk given the degree of exposure and vulnerability in a specific area. It presents the possible impacts on the people, animals, production capacities, environmental services, and properties and serves as basis to determine the appropriate level of response actions from the national government agencies down to LGUs.[9]

[5] Transparency in the procurement process by providing access to all related information in accordance with open contracting practice that enables the disclosure of data and facilities information sharing related to all stages of procurement. Section 3(a) of the IRR of RA 12009
[6] Section 3(a), RA No. 12287
[7] Section 3 (c), RA No. 12287
[8] Section 3 (h), RA No. 10121
[9] Section 3 (g), RA No. 12287

e. **State of Calamity** refers to a condition involving mass casualty and/or major damages to property, disruption of means of livelihoods, roads and normal way of life of people in the affected areas as a result of the occurrence of natural or human-induced hazard.[10]

f. **Suppliers** refer to manufacturers, distributors, resellers, contractors, or consultants.

4.0 SCOPE AND COVERAGE

4.1 These Guidelines shall apply to:

a. PEs of all branches and instrumentalities of the National Government, its departments, bureaus, offices and agencies, including State Universities and Colleges (SUCs), Government-Owned or Controlled Corporations (GOCCs), Government Financial Institutions (GFIs), and Local Government Units (LGUs); and

b. all types of procurement, whether Goods, Infrastructure Projects and Consulting Services.

5.0 GENERAL GUIDELINES

5.1 RA No. 12009[11] decreed a whole Article on Strategic Procurement Planning and Budgeting Linkage to ensure that all procurement projects are undertaken with proper and sufficient planning and preparation to ensure sound procurement decisions. This includes the conduct of relevant market scoping, supply positioning, analysis of available procurement modalities, risk management, and disposal procedures as may be applicable.[12]

5.2 PEs shall likewise adopt a procurement strategy that includes fit-for-purpose and proportional approaches, considers the whole lifecycle of a procurement project, including its environmental impact, and aims to achieve value for money.[13]

5.3 Among the procurement strategies available is the conduct of Early Procurement Activities pending the approval of the budget, where PEs may undertake the procurement activities, short of award. The award of contract shall be made only upon the approval and effectivity of the funding source.[14] The conduct of Early Procurement Activities gives PEs a level of comfort and security that their projects will be implemented

[10] Section 3 (ll), RA No. 10121
[11] The "New Government Procurement Act."
[12] Section 7 of RA No. 12009
[13] Section 7, 2nd Paragraph, RA No. 12009
[14] Section 12, RA No. 12009

on time especially disaster-prevention and mitigation projects that are meant to build resiliency.

5.4 PEs may also benefit from the use of Framework Agreement to expand the pool of prospective bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings.[15] As it is in the nature of an option contact, PEs are able to establish a pre-arranged procurement structure in advance while actual procurements are done on a needs basis.

5.5 Consistent with the fit-for-purpose approach, PEs may adopt any of the modalities under Section 26 of RA No. 12009 and its Implementing Rules and Regulations (IRR) that is best suited to the needs of its procurement subject to the conduct of Market Scoping as provided under Section 10 of RA 12009 and its IRR.[16]

5.6 Among the modalities that may be adopted is Negotiated Procurement, Emergency Cases ("Emergency Procurement") in case of imminent danger to life or property during a state of calamity, or when time is of the essence arising from natural or man-made calamities, or where immediate action is necessary to prevent damage to or loss of life or property, or to restore vital public services, infrastructure facilities, and other public utilities.[17]

5.7 In the case of Infrastructure Projects, the PE has the option to undertake the project by Administration or in high security risk areas, through the Armed Forces of the Philippines (AFP).

5.8 The Head of Procuring Entity (HoPE)[18] may likewise establish a Bids and Awards Committee dedicated to handling the procurement for disaster preparedness, anticipatory measures, and disaster and calamity-related mitigation response, relief, recovery, rehabilitation, reconstruction, and other activities, measures, interventions and efforts to protect lives, property, vital public services, infrastructure facilities and other public utilities. This will create expertise within the PE that will enable rapid response, mitigating the incidence of delay due to uncertainty in action or confusion under pressure.

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[15] Section 16, RA No. 12009

[16] Market Scoping is a preliminary process wherein the Procuring Entity collects relevant market information to understand the supply environment, identify potential suppliers, evaluate available products or services, and assess relevant market trends in order to develop a comprehensive and realistic PPMP, and to ensure that the Procuring Entity clearly understands the market conditions, supplier capabilities, pricing trends, and any potential risks that may affect procurement decisions.

[17] Section 35(b), RA No. 12009 and Section 35.2 of the IRR of RA No. 12009

[18] Head of the Procuring Entity (HoPE) refers to: (1) the head of the agency or the duly authorized official, for NGAs; (2) the governing board or its duly authorized official for GOCCs, SUCs, and GFIs; or (3) the local chief executive, for LGUs: shall be considered as the HoPE subject to the limitations and authority delegated by the head of the department, bureau, office or agency *Provided,* That in a department, bureau, office, or agency where the procurement is decentralized, the Head of each decentralized unit

5.9 Similarly, in order to ensure the timely conduct of procurement activities related to the happening of disasters, as well as when time is of the essence, the HoPE may delegate to the End-User or Implementing Unit[19] or any other appropriate bureau, committee or procuring unit the authority to directly negotiate with a legally, technically, and financially capable Supplier under Emergency Procurement or conduct other applicable modes of procurement[20] under Section 26 of RA No. 12009 and its IRR. Moreover, a pre-defined delegation of authority in the above cases where immediate response is demanded enhances institutional integrity and avoids abuse of discretion.

6.0 PRE-DISASTER PREPARATION

6.1 End-User or Implementing Units shall consider all the requirements needed for the implementation of policies, plans, actions and measures pertaining to all aspects of disaster preparedness, risk reduction and management. For this purpose, End-User or Implementing Units are encouraged to carry out Pre-Disaster Risk Assessment to anticipate needs arising from possible disasters and plan for procurements needed for disaster preparedness and response.

6.2 In the conduct of procurement for disaster preparedness, anticipatory measures, and disaster-related mitigation response, relief, recovery, rehabilitation, reconstruction and other activities, measures, interventions and efforts to protect lives, property, vital public services, infrastructure facilities and other public utilities, PEs may adopt any of the applicable procurement modalities under Section 26 of RA No. 12009 and its IRR. This includes undertaking early procurement activities, short of award subject to applicable guidelines.

6.3 An important aspect of pre-disaster preparation is the determination of the Goods[21], Infrastructure Projects[22] and Consulting Services[23] that may be needed during a State of Calamity or a State of Imminent Disaster. The End-User or Implementing Unit should consider how it may benefit

[19] End-User or Implementing Unit refers to the employee or organic office within the organization of the Procuring Entity that identifies, plans, prepares, designs, and implements the procurement project based on the requirements or needs of the agency in accordance with its mandate

[20] Except for Competitive Bidding, Limited Source Bidding, Competitive Dialogue, and Unsolicited Offer with Bid Matching

[21] Goods refers to all items, supplies, materials, and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials, for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services

[22] Infrastructure Projects include the construction, improvement, rehabilitation, demolition, repair, restoration, or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government

[23] Consulting Services refer to services for Infrastructure Projects and other types of projects or activities of the government requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the government to undertake such as, but not limited to: (1) advisory and review services; (2) pre-investment or feasibility studies; (3) design; (4) construction supervision; (5) management and related services; and (6) other technical services or special studies

from a pre-arranged procurement structure through a Framework Agreement, but where actual procurements are done on a needs basis or in this case, if and when the disaster strikes or in applicable cases, about to strike.

6.4 Thus, the use of Framework Agreement under Section 16 of RA No. 12009 and its IRR, and Guidelines issued for the purpose is highly encouraged. A Framework Agreement allows PEs to set-up advance arrangements on what it will be procuring in the future and outlining the technical specifications, scope of works, terms of reference, quantity or volume, cost or pricing, delivery requirement or performance conditions, and such other terms and conditions over a set period governing future procurement.

6.5 A Framework Agreement, as a procurement strategy for disaster preparedness, anticipatory measures, and disaster-related mitigation response, relief, recovery, rehabilitation, reconstruction and other activities, measures, interventions and efforts to protect lives, property, vital public services, infrastructure facilities and other public utilities is anchored on procurement efficiency with advance arrangements being made in preparation for when disaster strikes or about to strike, without tying the PE within a specified delivery period or contract duration, or being burdened with excess, unusable or expired stocks. Moreover, a Framework Agreement ensures supply security and supply chain flexibility as procurement arrangements are set prior to the actual happening of disasters.

7.0 USE OF EMERGENCY PROCUREMENT

7.1 Emergency Procurement is one of the Negotiated Procurement modalities under Section 35 of RA No. 12009 and its IRR that allows a PE to negotiate directly with a legally, technically, and financially capable Supplier under the following Emergency Cases:

a. Imminent danger to life or property during a state of calamity;

b. When time is of the essence arising from natural or man-made calamities; or

c. Other causes where immediate action is necessary:

i. To prevent damage to, or loss of, life or property; or

ii. To restore vital public services, infrastructure facilities and other public utilities.[24]

[24] Section 35.2 of the IRR of RA No. 12009

7.2 Pursuant to Section 9 in relation to Section 5 of RA No. 12287, Anticipatory Action may be undertaken upon the Declaration of a State of Imminent Disaster. Accordingly, as immediate action is necessitated herein, Emergency Procurement may be resorted to subject to the requirements in these Guidelines.

7.3 Accordingly, the three (3) Emergency Cases may be further classified, as follows:

a. when there is a declaration of a State of Calamity and the subject of procurement is meant to respond to an imminent danger to life or property;

b. when arising from natural or man-made calamities and time is of the essence to undertake the subject procurement; or

c. when brought about by other causes and immediate action through the subject procurement is needed to:

i. prevent damage to, or loss of, life or property, or to restore vital public services, infrastructure facilities and other public utilities; or
ii. undertake Anticipatory Action upon the Declaration of a State of Imminent Disaster pursuant to Section 9[25] in relation to Section 5[26] of RA 12287.

7.4 There is no specific definition or limitation on the types of procurement that may be undertaken using Emergency Procurement. Instead, the rules expressly state, *albeit* not exclusively, what projects or activities may be procured using the Emergency Procurement modality, namely the provision of immediate response and initial recovery steps in order to avoid:

[25] Section 9. Anticipatory Measures for the Disaster Risk Reduction Management Councils. - The Declaration of a State of Imminent Disaster shall allow the National, Regional, and Local DRRM Councils the use of national and local resources and mechanisms to implement anticipatory actions within the identified or allowable lead time, including but not limited to the following:
(a) Issue and disseminate public information advisories on recommended actions to relevant sectors in consultation with experts from various concerned agencies;
(b) Mobilize and strategically preposition inter-agency response teams;
(c) Initiate per-emptive or forced evacuation, as needed;
(d) Mobilize duly accredited and trained volunteers;
(e) Procure, mobilize, strategically preposition, and distribute food and non-food items to forecsted affected population;
(f) Implement a social amelioration program for the indigent and most vulnerable members of the population within their jurisdiction;
(g) Implement contingency plans to mitigate damage to agricultural products and food supply; and
(h) Provide technical and advisory assistance for the management, control, and reduction of the immediate threats to public health and safety.

[26] Section 5. Declaration of State of Imminent Disaster. - The President of the Philippines, upon the recommendation of the National Disaster Risk Reduction and Management Council (NDRRMC) utilizing recognized and adopted pre-disaster risk assessment mechanisms as informed by mandated national government agencies, may declare a State of Imminent Disaster over a cluster of barangays, municipalities, cities, provinces, and regions.
The local chief executives, upon the recommendation of the Regional Disaster Risk Reduction Management (DRRM) Councils, may declare a State of Imminent Disaster through an executive order in their respective jurisdictions that are forecasted to be affected by an imminent disaster.

a. loss of life;
b. injury;
c. disease;
d. other negative effects on human, physical, mental and social well-being;
e. damage to property;
f. destruction of assets;
g. loss of services; or
h. social and economic disruption and environmental degradation.[27]

7.5 Similarly, Anticipatory Actions, include but are not limited to the following:

a. Issue and disseminate public information advisories on recommended actions to relevant sectors in consultation with experts from various concerned agencies;
b. Mobilize and strategically preposition inter-agency response teams;
c. Initiate pre-emptive or forced evacuation, as needed;
d. Mobilize duly accredited and trained volunteers;
e. Procure, mobilize, strategically preposition, and distribute food and non-food items to forecasted affected population;
f. Implement a social amelioration program for the indigent and most vulnerable members of the population within their jurisdiction;
g. Implement contingency plans to mitigate damage to agricultural products and food supply; and
h. Provide technical and advisory assistance for the management, control, and reduction of the immediate threats to public health and safety.[28]

7.6 Considering that the rationale for the conduct of Emergency Procurement is the time element, the End-User or Implementing Unit should consider the proximity of time between the conduct of procurement and the earliest delivery period or performance as against the happening of the disaster or other causes sought to be addressed, such that when the reason or cause thereof has already been abated or a substantial period of time has passed other procurement modalities may already be considered.

7.7 In the same vein, the quantity, volume or scope of the subject of Emergency Procurement must be proportional to the actual needs sought to be addressed and should not include long-term provision, rehabilitation, reconstruction or other measures not intended for the immediate response or intervention to the Emergency Cases.

[27] Section 35.2 (d), RA No. 12009
[28] Section 9, RA No. 12287

7.8 In all instances, the propriety in the use of Emergency Procurement requires a balancing of all the facts and circumstances of each case and should be evaluated based on the actual needs to respond to the impact of the Emergency Cases within a given locality or community.

7.9 To ensure the readiness and agility in the conduct of Emergency Procurement, all PEs shall be required to maintain a Suppliers List containing the names of all Suppliers with the corresponding procurement project that have been awarded to them by the PE in the past 2 years.

a. The Suppliers List shall be used by the PE in identifying the Supplier that the PE may directly negotiate with under an Emergency Procurement. The Suppliers List notwithstanding, the PE may directly negotiate with other Supplier not in the List subject to the requirements provided herein.

b. The Suppliers List shall be posted on the PE's website and the PhilGEPS. The PhilGEPS is accordingly directed to ensure the timely development of a central open-data submission and posting portal. The above *ex ante* posting of the Suppliers List shall be a mandatory requirement for purposes of transparency and accountability.

7.10 Procurement from several sources shall not be automatically considered as splitting of contracts if no one Supplier can provide the requirements as reflected in the Market Scoping results or when repeated procurement is justified by funding constraints and other justiciable reasons.

8.0 DOCUMENTARY REQUIREMENTS FOR EMERGENCY PROCUREMENT

8.1 PEs shall require the following:

a. Mayor's or Business Permit;

b. Omnibus Sworn Statement (OSS);

An expired Mayor's permit with Official Receipt for the renewal application and an unnotarized OSS shall be accepted as basis for award, but subject to the submission of the renewed Mayor's permit and notarized OSS after the award of the contract, but before payment.

c. Appropriate licenses and permits required by applicable law, rules, and regulations;

d. Performance security, at the option of the PE.

Additional requirements for projects with an ABC above PhP500,000.00

e. Income Tax Returns (Annual Income Tax Return of the preceding tax year) or Business Tax Returns (Value Added Tax or Percentage Tax Return covering the previous six months);

f. NFCC for Infrastructure Projects

Additional requirements for Infrastructure Projects:

g. Philippine Contractors Accreditation Board License

8.2 PEs with actual valid copies of any of the foregoing requirements, submitted by Supplier from a previous procurement, is authorized to use the said documents in determining the legal, technical and financial capability of the said Supplier and shall no longer require the submission of another copy.

8.3 In case a performance security is required by the PE, it shall be in the form chosen by the PE and in the amount not less than the required percentage of the total contract price in accordance with Section 68.4 of the IRR of RA No. 12009. Sectors enumerated under Section 76 of the IRR of RA No. 12009 may also be allowed to post a Performance Securing Declaration (PSD) in lieu of a performance security.

In determining whether a performance security will be required, the End-User or Implementing Unit shall consider, among others, the period of time needed by a winning Supplier to secure a performance security in light of the immediate action or response that the subject procurement is meant to provide.

8.4 Bidders[29] may submit their documentary requirements in printed copies, through facsimile, or by electronic mail. The use of digital signature with Philippine National Public Key Infrastructure or similar verification and security measures shall be recognized for use in all procurement-related documents, unless applicable laws, rules, and regulations require the use of wet-signature.

8.5 PEs shall accept documents required to be notarized with either the traditional paper-based notarization or the electronic notarization.

8.6 For foreign Bidders, the equivalent document in their jurisdiction would suffice subject to the requirements under Section 52.3 of the IRR of RA No. 12009.[30]

[29] Bidder refers to a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents

[30] However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of this IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

9.0 PROCEDURE IN THE CONDUCT OF EMERGENCY PROCUREMENT

9.1 The End-User or Implementing Unit shall immediately prepare the Project Procurement Management Plan (PPMP)[31] covering the procurement project subject to Emergency Procurement. The PPMP together with the Emergency Procurement Compliance form[32] shall be submitted to the BAC.

9.2 The Emergency Procurement Compliance form shall include the following:

a. validation by the appropriate office in the PE that there is a budget for the purpose;
b. the type of Market Scoping conducted;
c. the Supplier from the Suppliers List of the PE the End-User or Implementing Unit recommends to directly negotiate with. In case the Supplier recommended is not in the Suppliers List, the reason for such;
d. any of the Emergency Cases specified under Item 7 hereof; and
e. the justification for the use of the Emergency Procurement modality with any supporting documents.

9.3 The End-User or Implementing Unit may use the results of the Market Scoping conducted prior to the conduct of Emergency Procurement if the same still viable under the circumstances. Otherwise, a Market Scoping shall be conducted to validate the cost, availability in the market and other relevant information in light of the Emergency Cases prevailing. The End-User or Implementing Unit may choose the most practical method available for Market Scoping and need not use the Market Scoping form required under GPPB Resolution No. 03-2025[33]. It is sufficient that the End-User or Implementing Unit indicate the Market Scoping information in the Emergency Procurement Compliance form above-mentioned.

9.4 Where the Approved Budget for the Contract (ABC) exceeds historical prices or other available price references, the same shall be supported by the results of the Market Scoping to establish the reasonableness of such price increase that may be attributable to the Emergency Cases.

9.5 The BAC shall immediately evaluate the PPMP and the Emergency Procurement Compliance form, and if favourable, shall prepare and

[31] In the preparation of the Indicative APP to support the agency budget proposal, the End-User or Implementing Units of the Procuring Entity shall formulate their respective Project Procurement Management Plans (PPMPs) covering their programs, activities, and projects (PAPs). The PPMP shall include the information on: a) Whether the implementation of the PAPs will require procurement or undertaken by administration; b) Type and objective of the project to be procured; c) Quantity and size of the project to be procured; d) The procurement modes to be adopted; e) The schedule for each procurement activity; f) The estimated budget for the contract; and g) Technical Specifications, Scope of Work, or Terms of Reference, as the case may be, for each project being proposed.
[32] A template is attached hereto as Annex "A"
[33] Dated 14 May 2025

submit the APP covering the procurement project subject to Emergency Procurement for approval of the HoPE.

9.6 Upon approval of the APP by the HoPE, the BAC, or any other appropriate bureau, committee, support or procuring unit, in case of delegation, shall directly ask the Supplier recommended by End-User or Implementing Unit or any other Supplier in the Suppliers List to submit an Emergency Quotation form[34] at the stated place, date and time, which shall be determined with due consideration to the Emergency Case/s at hand. Upon submission, the BAC or any other appropriate bureau, committee, support or procuring unit shall immediately evaluate the submission of the Supplier.

9.7 Once the Supplier is determined to be legally, technically and financially capable, the BAC or any other appropriate bureau, committee, support or procuring unit shall immediately conduct negotiations to ensure that the most advantageous price and other terms and conditions is achieved by the government, taking into consideration the prevailing market conditions, urgency of the requirement, availability of the supply, and circumstances brought about by the Emergency Cases.

9.8 In determining the most advantageous price for the government, the BAC or any other appropriate bureau, committee, support or procuring unit may consider the following:

a. Existing price data from past similar contracts of the PE, the PHILGEPS, the Department of Trade and Industry or other relevant agencies; or

b. Results of the Market Scoping showing prevailing market prices; exchange rate fluctuations affecting imported goods or components; increases in the cost of transportation; supply shortages, disruptions in the supply chain, increased demand or other factors that materially affect market prices resulting from any of the Emergency Cases.

9.9 A price is considered reasonable when it is supported by verifiable market information, reflect prevailing commercial conditions and is determined by the PE to be fair and advantageous to the government, taking into account the urgency of the requirement and availability of supply.

9.10 Any Bidder or winning Supplier that is found to have taken advantage of the Emergency Cases through price gouging, bid rigging or other fraudulent machinations shall be blacklisted pursuant to Section 100 of RA No. 12009, its IRR and guidelines.

[34] A template is attached hereto as Annex "B"

9.11 After the conduct of successful negotiation/s, the BAC or any other appropriate bureau, committee, support or procuring unit shall recommend the award of contract to the Supplier for approval of the HoPE. The HoPE shall immediately act on the recommendation and if approved shall immediately issue the Notice of Award (NOA)[35] and sign the contract[36] which shall clearly indicate the implementation period and other requirements prior to delivery or performance, including the submission of performance security if required by the PE.

9.12 The HoPE reserves the right not to award the contract if it will not redound to the benefit of the government as when:

a. there is prima facie evidence of collusion between appropriate public officers or PE employees, or between the BAC and any of the Suppliers, or if the collusion is between or among the potential Suppliers themselves, or between a Supplier and a third party, including any act which restricts, suppresses or nullifies, or tends to restrict, suppress or nullify competition or influences or tends to influence the procurement process;

b. the BAC is found to have failed in complying with the applicable law or in following the prescribed procurement procedures;

c. 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 HoPE;

d. the project is no longer necessary as determined by the HoPE; or

e. the source of funds for the procurement project has been withheld or reduced through no fault of the PE.[37]

9.13 To ensure timely disaster response, PEs are enjoined upon approval of the HoPE of the APP to prepare the NOA and contract using the templates provided herein.

10.0 CONTRACT IMPLEMENTATION

10.1 The contract shall include a warranty clause where the winning Supplier warrants that for the period stipulated covering the procurement at hand, the Goods or Infrastructure Projects to be delivered or implemented shall be free from defects and conform to quality standards and technical specifications of the said contract. The winning Supplier

[35] A template is attached hereto as Annex "C"
[36] A template is attached hereto as Annex "D"
[37] Section 70 of the IRR of RA No. 12009

shall fulfill all the obligations and undertakings under the contract and the OSS.

10.2 To assure that manufacturing defects, structural defects and non-structural defects for instances that pertain to faults or deficiencies in non-load bearing components or finishes of the Project, such as minor cracks, leaks, or defects in workmanship or materials, which do not affect the stability or safety of the structure but may impact its appearance, functionality, or usability shall be corrected by the Supplier, a warranty security shall be required for a period to be determined by the PE and shall be submitted upon issuance of the final acceptance. The forms and amount of the warranty security shall be in accordance with Section 90 of the IRR of RA 12009.

10.3 The End-User or Implementing Unit shall be responsible for the proper monitoring of the compliance by the winning Supplier with all the obligations and responsibilities in the contract as well as the imposition of penalties and/or sanctions for delay or non-compliance, as may be applicable.

10.4 All relevant contract implementation provisions under RA No. 12009, its IRR and associated issuances shall likewise be applicable.

11.0 POSTING REQUIREMENTS

The BAC Secretariat shall post a copy of the NOA and contract on the PE's website and PhilGEPS. The PhilGEPS is accordingly directed to ensure the posting of all NOA and contracts procured using the Emergency Procurement modality regardless of whether or not the winning Supplier is PhilGEPS registered. The above posting requirements shall be mandatory for purposes of transparency and accountability.

12.0 EFFECTIVITY

These Guidelines shall take effect fifteen (15) days after publication in the Official Gazette or in a newspaper of general circulation.

13.0 For Compliance.

Sgd.
KIM ROBERT C. DE LEON
GPPB Chairperson

Annex “A”

Agency Name and Logo
EMERGENCY PROCUREMENT COMPLIANCE FORM

Project: Name/Title: _____

End-User (EU)/Implementing Unit (IU): _____

EU/IU Representative: _____

EMERGENCY TO BE ADDRESSED

Emergency Case covered:[38]

- ☐ **State of Calamity:** Procurement is necessary to respond to an imminent danger to life or property.
- ☐ **Natural or Man-Made Calamities:** Time is of the essence to complete the procurement.
- ☐ **Other Urgent Causes:** Immediate action is needed to prevent loss of life/property, restore vital services, or execute Anticipatory Action under RA No. 12287.

Detailed Description of the Emergency Case:

_____

Date/time the Emergency Case arose or was identified**:**

_____

JUSTIFICATION FOR THE USE OF EMERGENCY PROCUREMENT MODALITY

Necessity and urgency of the procurement**:**

PARTICULARS	REMARKS
Necessity and urgency of the procurement:	
Consequences if the procurement is not undertaken immediately:	
Reason why regular procurement modalities cannot be used or would not adequately address the emergency:	

[38] Item 7.3 of GPPB Circular No. 08-2026 dated 14 August 2026.

MARKET SCOPING

Type of Market Scoping Conducted, any one will suffice:

☐ Consultations with suppliers/contractors/consultants/professional associations or industry groups

☐ Participation in summits, fora, or conferences

☐ Review of technical, financial, or market/scientific reports

☐ Review of product or service brochures, marketing materials, industry journals and publications
or related materials

☐ Price sourcing for quotations or cost estimates from suppliers, contractors, or consultants

☐ Use of data from PhilGEPS or agency websites

☐ Other analogous market scoping activity/ies undertaken:

_____

Market Scoping Results

Date of Market Scoping Activity/ies	Source of Market Scoping Result	Item/Service/Work	Supplier	Price

Recommendation based on market scoping results:

Documentary requirements based on the market scoping activity/ies conducted:

☐ Price quotations/canvass sheets

☐ Market analysis report

☐ Screenshots/online price references

☐ Historical procurement prices

☐ Brochures/publications

☐ Other/s: _____

Recommended Approved Budget for the Contract (ABC):

_____

☐ Higher than the historical procurement price/s; and/or

☐ Higher than other available price reference/s.

Justification for ABC above historical/available price references:

ABC exceeds historical prices or other available price references due to the following circumstances arising from the identified Emergency Case/s:
(Choose the circumstance/s that apply)

☐ Limited supplier availability
☐ Increased demand
☐ Supply shortage
☐ Increased transportation/logistics costs
☐ Increased material/input costs
☐ Time-sensitive delivery requirements
☐ Geographical constraints
☐ Others: _____

Funding/Budget Validation:

Fund Source: _____
Amount Available: ₱_____

_____
Name, Designation and Signature of Authorized Official
Date: _____

TECHNICAL SPECIFICATIONS/SCOPE OF WORKS/TERMS OF REFERENCE

DELIVERY/IMPLEMENTATION PERIOD:
_____

RECOMMENDED SUPPLIER FOR NEGOTIATION
A. Supplier from the PE Suppliers List
Name of Supplier: _____
Supplier Address:
_____
Valid documentary requirements submitted by Supplier from a previous procurement:
☐ Mayor's/Business Permit
☐ Income Tax Returns (Annual Income Tax Return of the preceding tax year) or Business Tax Returns (Value Added Tax or Percentage Tax Return covering the previous six months for Projects with an ABC above P500,000.00
☐ Omnibus Sworn Statement
☐ Appropriate licenses and permits required by applicable law, rules, and regulations, Pls specify: _____

Additional documentary requirements for Infrastructure Project
☐ Philippine Constructors Accreditation Board License, for Infrastructure Projects

☐ NFCC for Projects with an ABC above PhP500,000.00

B. Supplier Not Included in the PE Suppliers List
Name of Supplier:
_____
Supplier Address:
_____
State the reason/s for such recommendation**:**_____

Documentary requirements:
☐ Supplier profile
☐ Proof of capability/availability
☐ Price quotation
☐ Appropriate licenses and permits required by applicable law, rules, and regulations, Pls specify**:** _____
☐ Others:
_____

Prepared by:

_____
Name, Designation and Signature of EU/IU Representative

Date: _____

Approved by:

_____
Name, Designation and Signature of Higher Approving Authority

Date:_____

Annex "B"

EMERGENCY PROCUREMENT QUOTATION FORM

Date:

Company/Business Name:

_____

Address:

_____

Business/Mayor's Permit No.:

_____

TIN:

_____

Banking Institution:

_____

Account Number:

_____

Account Name (should be the exact account name as registered in the bank):

_____

*Bank Branch:*_____

Sir/Madam:

I, hereby submit our quotation(s) together with our compliance with the technical specifications, Scope of Work or Terms of Reference and delivery/completion schedule for the project, "_____." The details are shown below:

Technical Specifications/Scope of Work/Terms of Reference	**Statement of Compliance** ("Comply" or "Not Comply")	**Quantity**	**ABC**	**Unit Cost**	**TOTAL COST**
				(inclusive of VAT)	

Delivery date/completion schedule:					
TOTAL QUOTATION					
Quotation in words:					

_____

Name and Signature of Authorized Representative

TERMS AND CONDITIONS:

1. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
2. Price quotation/s must be valid until award of contract.
3. Quotation exceeding the Approved Budget for the Contract shall be rejected.
4. Price quotation, to be denominated in Philippine peso, shall include all taxes, duties, and/or other related costs.
5. In case of discrepancies between: (i) price quotation in figures and in words, the latter shall prevail; (ii) total cost per item and unit cost for the item as extended or multiplied by the quantity of that item, the latter shall prevail; and (iii) total cost and the actual sum of prices in component items, the latter shall prevail.
6. The items, works or services shall be delivered or performed in accordance with the technical specifications, scope of work or terms of reference.
7. Items, works or services delivered or performed shall be inspected on the scheduled date and time to be arranged by the End-User or Implementing Unit. The items, works or services shall be acknowledged upon the delivery, completion or submission to the End-User or Implementing Unit or the property officer, as applicable, to confirm the required quantity as indicated in the Technical Specifications, Scope of Work or Terms of Reference.
8. Payment shall subject to existing budgeting, accounting and auditing rules and regulations. The corresponding **bank transfer fee, if any, shall be deducted to the amount due to the supplier.**
9. Liquidated damages equivalent to one-tenth (1/10) of one percent (1%) of the value of the goods, infrastructure and consulting services not delivered or completed within the prescribed delivery/completion period shall be imposed per day of delay. The Procuring Entity (PE) may terminate the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
10. Relevant provisions of Republic Act No. 12009, its Implementing Rules and Regulations and associated issuances shall be made applicable herein.

11. The PE may cancel or terminate the contract at any time in accordance with the grounds provided under RA No. 12009 and its IRR.
12. This form shall form part of the contract.

NOTICE OF AWARD

[Date]

Supplier Name
Address

Dear **_____:**

Please be informed that the contract for the project, "(Insert Project Name)", is hereby awarded to your company in the amount of _____ (Php_____).

[insert this if performance security is required by the PE]
You are hereby required to submit a Performance Security in the form [state here] and in the amount not less than the required percentage of the total contract price in accordance with Section 68.4 of the Implementing Rules and Regulations of Republic Act No. 12009 prior to contract signing and shall remain valid until the issuance of the Certificate of Final Acceptance.

[choose this if the winning Supplier is from sectors enumerated under Section 76 of the IRR]
You are hereby required to submit a Performance Securing Declaration prior to contract signing and shall remain valid until the issuance of Certificate of Final Acceptance.

The following documents shall be submitted [as may be required by the PE] immediately after signing of the contract:

[enumerate the documents to be submitted by the Supplier prior to contract implementation]

Performance of your obligations specified in the Emergency Procurement Quotation Form shall commence upon signing of the contract.

Kindly affix your signature to the space provided below to indicate your formal acceptance of this award.

Thank you.

Very truly yours,

NAME, DESIGNATION AND SIGNATURE OF
AUTHORIZED SIGNATORY

Received By:

_____
(Signature above printed name)

_____
(Date and Time of receipt)

Agency name and Logo

PROJECT	**:**	**Procurement of** _____
CONTRACT NO.	**:**	

Supplier's WITNESS

Supplier

(AGENCY's WITNESS

(Name of AGENCY)

EMERGENCY PROCUREMENT CONTRACT FOR [Insert Project Title]

THIS CONTRACT is made and entered into this _____ day of _____ 2026 by and between:

(Agency's name and description) a government agency of the Republic of the Philippines located at (location) represented herein by its **[DESIGNATION], [NAME],(**insert document) (hereinafter referred to as (name of the Department/Agency/Bureau);

-and-

[Name of SUPPLIER/CONTRACTOR/CONSULTANT ("Supplier"), a company duly organized and existing under the laws of **[country],** with principal office at **[insert address],** represented herein by its Authorized Representative, **[DESIGNATION], [NAME],** by virtue of **[Insert Document]** dated **[Date]** (hereinafter referred to as "**SUPPLIER**");

[in case of single proprietor or individual consultant, indicate name and address]

(Name of Agency) and **[Supplier]** are collectively referred to as **PARTIES**.

WHEREAS, on _____, 2026, the End-User (EU) or Implementing Unit (IU) submitted a request to procure **[insert Project Title]** through **Negotiated Procurement – Emergency Cases** due to **[state the nature of the emergency]**, and justified that immediate procurement is necessary to **[state the specific action required and the consequences that may arise from delay]**;

WHEREAS, the Head of the Procuring Entity (HOPE) approved the said request and the inclusion of the **[Project Title]** in the Annual Procurement Plan (APP) with Approved Budget for the Contract of _____ on _____;

WHEREAS, immediately upon approval of the request and the APP, the Bids and Awards Committee (BAC) [or of delegated, state the office/unit] requested **[Name of Supplier]** to submit an Emergency Procurement Quotation form (EPQF) on

_____ and conducted negotiations with the said Supplier on _____;

WHEREAS, after successful negotiation/s, the BAC determined that **[Name of Supplier]** is legally, technically, and financially capable of undertaking the project and that the price negotiated which shall constitute the contract price of **[Amount in Words] (₱_____)** is **[within the Approved Budget for the Contract (ABC and most advantageous to the Government]**;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the EPQF Emergency Procurement Quotation form, which form an integral part of this Contract.

2. The following documents, as required by the Implementing Rules and Regulations (IRR) of RA No. 12009 and GPPB Circular No. 08-2026 dated _____, shall form part of and be read and construed as integral parts of this Contract:

    i. Emergency Procurement Quotation Form including the terms and conditions;
    ii. Mayor's/Business Permit;
    iii. Omnibus Sworn Statement;
    iv. Appropriate licenses and permits required by applicable law, rules, and regulations, as determined by the PE;
    v. Income and Business Tax Returns for ABC above P500k;
    vi. Notice of Award the Supplier's Conforme thereto dated _____;
    vii. Performance Security (if required by the PE); and
    viii. Other contract documents that may be required by existing laws and/or **[insert PE]**.

    additional documents for infrastructure projects
    i. Philippine Contractor's Accreditation Board License
    ii. NFCC for ABC above P500k;
    iii. Drawings/Plans; and
    iv. Program of Works;

3. In consideration of the Contract Price in the amount of _____, the Supplier agrees to deliver and perform the items and related services for the **[Project Title]** described herein, in accordance with the terms and conditions specified in the Contract and its annexed documents. [Specify here relevant delivery and performance terms and conditions provided in the Emergency Procurement Quotation Form]

4. **(Name of Agency)** agrees to pay the above-mentioned sum to the Supplier subject to existing budgeting, accounting and auditing rules and regulations. [Specify here the relevant payment terms provided in the Emergency Procurement Quotation Form, if any]

(Name of AGENCY) (AGENCY's WITNESS Supplier Supplier's WITNESS

5. The Supplier shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the value of the goods, infrastructure and consulting services not delivered or completed within the prescribed delivery/completion period. **(Name of Agency)** need not prove that it has incurred actual damages to be entitled to liquidated damages. **(Name of Agency)** shall deduct the liquidated damages from any money due or which may become due to the Supplier, or collect from any of the securities or warranties posted by the Supplier, whichever is convenient to **(Name of Agency).** Once the accumulated amount of liquidated damages reaches ten percent (10%) of the Contract Price, **(Name of Agency)** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

6. The Suppler shall submit a warranty security immediately after receipt of the final acceptance issued by the **[insert name of PE]** for a period of _____**[insert the period determined by the PE]** to assure that [choose this for Goods, manufacturing defects shall be corrected by the Supplier] or [choose this for Infra, structural defects and non-structural defects for instances that pertain to faults or deficiencies in non-load bearing components or finishes of the Project, such as minor cracks, leaks, or defects in workmanship or materials, which do not affect the stability or safety of the structure but may impact its appearance, functionality, or usability shall be corrected by the Supplier;

7. The **PARTIES** shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation, in accordance with Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."

   In case of failure to settle amicably, the Parties, without herein waiving the benefit of immunity from suit or state privilege granted by law, if any, shall, whenever permitted, submit the dispute to the appropriate courts of [**insert venue of court]** to the exclusion of all other venues.

8. Any amendments, modifications, or supplements to this Contract shall be made in writing and signed by the duly authorized representatives of both **PARTIES.** No modification shall be valid or binding unless expressly agreed upon by both **PARTIES** through a written agreement executed with the same formalities as this Contract.

IN WITNESS WHEREOF, **the PARTIES** hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above-written.

For [Name of Agency]: For the Supplier:

(Name of AGENCY)

(AGENCY's WITNESS

Supplier

Supplier's WITNESS

Head of the Procuring Entity or Duly Authorized Representative	Duly authorized to sign the Contract for and behalf of Supplier

Signed in the presence of:

(Name of Agency's Witness *)*	*Witness- Supplier*

CERTIFIED FUNDS AVAILABLE: [Provide Amount]

Chief Accountant

(Name of AGENCY) (AGENCY's WITNESS Supplier Supplier's WITNESS

[Note that e-notarization is likewise allowed]

REPUBLIC OF THE PHILIPPINE)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of ____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

NAME	**GOVERNMENT ISSUED ID**	**NUMBER, ISSUED ON, ISSUED BY**
(Authorized Representative of Agency)		
(Authorized Representative of Supplier)		

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

NOTARY PUBLIC

Doc. No. _____.
Page No. _____.
Book No. _____.
Series of _____.

Supplier's WITNESS

Supplier

(AGENCY's WITNESS

(Name of AGENCY)