



Bid Bulletin No. 1
15 March 2023

PUBLIC BIDDING NO. 23-008-4

SUPPLY AND DELIVERY OF MONOBLOC CHAIRS
FOR THE PROCUREMENT SERVICE (PS)

Issued pursuant to Sec. 22.5 of the IRR of R.A. 9184 to clarify and/or amend certain provisions in the Bidding Documents issued for this project, considering the issues raised and clarifications made by prospective bidders during the **Pre-bid Conference** held on **08 March 2023**.

A. AMENDMENTS

I. SECTION II. INSTRUCTION TO BIDDERS

ITEM NO.	REFERENCE	BASES FOR AMENDMENT
1	<p>ITB Clause 5.3 Page 13</p> <p>xxx For the procurement of Non-Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. xxx</p>	<p>To amend the classification of Goods under this project as Non-Expendable Supplies, for better understanding.</p>

II. SECTION V. SPECIAL CONDITIONS OF THE CONTRACT

ITEM NO.	REFERENCE	BASES FOR AMENDMENT
2	<p>SCC Clause 5.1 Page 32</p> <p>xxx Three (3) months One (1) year after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier. xxx</p>	<p>To amend the Warranty Retention period for Goods classified as non-expendable supplies.</p>

II. SECTION VII. TECHNICAL SPECIFICATIONS

ITEM NO.	REFERENCE	BASES FOR AMENDMENT				
3	<p>Lot No. 2 Page 44</p> <p>XXX</p> <table border="1" data-bbox="320 510 944 831"> <tr> <td align="center">BIDDER'S STATEMENT OF COMPLIANCE</td> </tr> <tr> <td>Brand:</td> </tr> <tr> <td><u>Note: Brand shall be IPO registered</u></td> </tr> </table> <p>XXX</p>	BIDDER'S STATEMENT OF COMPLIANCE	Brand:	<u>Note: Brand shall be IPO registered</u>	<p>To include in the Bidder's Statement of Compliance.</p> <p>Please refer and use the attached Appendix "1" for the prescribed and updated form.</p>	
BIDDER'S STATEMENT OF COMPLIANCE						
Brand:						
<u>Note: Brand shall be IPO registered</u>						
4	<p>Lot No. 1 Page 38-41</p> <p>XXX</p> <table border="1" data-bbox="320 1115 941 1451"> <tr> <td align="center">AGENCY SPECIFICATIONS</td> </tr> <tr> <td>Monobloc, Chair, Beige See attached detailed Technical Specifications.</td> </tr> <tr> <td>PS STANDARD NO. OE 003:2023 UNSPSC Code No. 56101504-CM-B01</td> </tr> <tr> <td>Shall conform to the Additional Packaging and Marking/Labeling Requirements.</td> </tr> </table> <p>XXX</p>	AGENCY SPECIFICATIONS	Monobloc, Chair, Beige See attached detailed Technical Specifications.	PS STANDARD NO. OE 003:2023 UNSPSC Code No. 56101504-CM-B01	Shall conform to the Additional Packaging and Marking/Labeling Requirements.	<p>To provide the updated detailed Technical Specifications: PS STANDARD NO. OE 003:2023</p> <p>Please refer and use the attached Appendix "2" for the updated Technical Specifications.</p>
AGENCY SPECIFICATIONS						
Monobloc, Chair, Beige See attached detailed Technical Specifications.						
PS STANDARD NO. OE 003:2023 UNSPSC Code No. 56101504-CM-B01						
Shall conform to the Additional Packaging and Marking/Labeling Requirements.						
5	<p>Lot No. 2 Page 45-48</p> <p>XXX</p> <table border="1" data-bbox="320 1733 941 2069"> <tr> <td align="center">AGENCY SPECIFICATIONS</td> </tr> <tr> <td>Monobloc, Chair, White See attached detailed Technical Specifications:</td> </tr> <tr> <td>PS STANDARD NO. OE 004:2023 UNSPSC Code No. 56101504-CM-B01</td> </tr> <tr> <td>Shall conform to the Additional Packaging and Marking/Labeling Requirements.</td> </tr> </table> <p>XXX</p>	AGENCY SPECIFICATIONS	Monobloc, Chair, White See attached detailed Technical Specifications:	PS STANDARD NO. OE 004:2023 UNSPSC Code No. 56101504-CM-B01	Shall conform to the Additional Packaging and Marking/Labeling Requirements.	<p>To provide the updated detailed Technical Specifications: PS STANDARD NO. OE 004:2023</p> <p>Please refer and use the attached Appendix "3" for the updated Technical Specifications.</p>
AGENCY SPECIFICATIONS						
Monobloc, Chair, White See attached detailed Technical Specifications:						
PS STANDARD NO. OE 004:2023 UNSPSC Code No. 56101504-CM-B01						
Shall conform to the Additional Packaging and Marking/Labeling Requirements.						

IV. SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

ITEM NO.	REFERENCE	BASES FOR AMENDMENT												
6	<p>Annex A Bid Form Page 58 xxx I/We likewise certify/confirm that the undersigned, <i>[for sole proprietorships, insert]</i>: as the owner and sole proprietor or authorized representative of <i>[Name of Bidder]</i>, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the <u>Supply and Delivery of Monoblock Chairs for the Procurement Service</u></p> <p><i>Or;</i></p> <p>I/We likewise certify/confirm that the undersigned, <i>[for partnerships, corporations, cooperatives, or joint ventures, insert]</i>: is granted full power and authority by the <i>[Name of Bidder]</i>, to participate, submit the bid and to sign and execute the ensuing contract on the latter's behalf for <u>Supply and Delivery of Monoblock Chairs for the Procurement Service</u></p> <p>xxx</p>	<p>To amend the Bid Form due to typographical error.</p> <p>Please refer and use the attached Appendix "4" for the prescribed and updated form</p>												
7	<p>Annex D Framework Agreement Page 67</p> <p>xxx</p> <table border="1" data-bbox="316 1570 991 1798"> <thead> <tr> <th>Item No.</th> <th>Item</th> <th>Brand/ Model</th> <th>Maximum Qty/Unit</th> <th>Unit Price</th> <th>Total Price</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>xxx</p>	Item No.	Item	Brand/ Model	Maximum Qty/Unit	Unit Price	Total Price							<p>To include in the Framework Agreement Form the brand and model of the offered item.</p> <p>Please refer and use the attached Appendix "5" for the prescribed and updated form</p>
Item No.	Item	Brand/ Model	Maximum Qty/Unit	Unit Price	Total Price									

B. CLARIFICATIONS

The Procurement Service-Department of Budget and Management (PS-DBM), Bids and Awards Committee hereby clarifies prospective bidders' concerns and queries:

ITEM	CONCERN	REFERENCE	CLARIFICATION/ RESOLUTION
During Pre-bid Conference			
1	-	<i>Section III. BDS Clause 20.2 Item no.2</i>	For the purpose of this bidding, prospective bidders shall submit their Latest Value Added Tax Returns (Forms 2550M and 2550Q) of Percentage Tax Returns (Form 2551M) covering 6 months prior to the Opening of Bids (September 2022 to February 2023). However, in view of BIR RMC No. 5-2023, taxpayers are no longer required to file their Monthly Value Added Tax Declaration or Form 2550M beginning January 1, 2023, hence, those with Quarter ending January 2023 to March 2023 shall submit the applicable forms pursuant to said BIR Memorandum.
2	A prospective bidder manifested that their other customers do not issue a certificate of completion and asked if it is possible to submit a collection receipt instead.	<i>Section III. BDS Clause 20.2 Item no.3</i>	No. Certificate of completion is a different/separate document from the collection receipts.
3	A prospective bidder asked if the valid test report requires a separate result per color.	<i>Section III BDS Clause 20.2 Item no.4</i>	Yes. Different/Separate test results shall be required.
4	A prospective bidder asked if the valid test report should be submitted during post-qualification.		Yes. Please be guided of the requirement under BDS Clause 20.2, that such valid test report is included.
5	A prospective bidder asked the possibility of an extension of delivery period from 15 CDs to 20 CDs.	<i>Section VI. Schedule of Requirements</i>	No. The Delivery Period for both lots/items is retained.

6	A prospective bidder asked if they are not yet ISO certified and opt to submit technical dossier will the Sign for Recyclability still need to be complied with.	<p><i>Section VII Technical Specifications</i></p> <p>PS Standard No. OE 003:2023</p> <p>PS Standard No. OE 004:2023</p>	<p>Yes. The Sign of Recyclability should still be complied with since it pertains to the required labeling for green products. Documentary evidence (ISO or TD) should bear their declaration in complying with the green label and the specific label must be placed in the packaging or in the item itself.</p>
7	A prospective bidder asked if document such as technical dossier, certificate, MSDS, etc. should be submitted during post-qualification	<p><i>Section VII Technical Specifications</i></p>	<p>Yes. This can be submitted during Post Qualification as supporting evidence to the Statement of Compliance.</p>
8	A prospective bidder asked if the sample to be submitted during post-qualification must have the PS prescribed sticker/label already.	<p><i>Section VII Technical Specifications</i></p>	<p>Not yet required. The prescribed sticker/label shall be required from the winning bidder during delivery.</p>
9	A prospective bidder asked if documents particularly "I" and "J" should be submitted even if it is not applicable.	<p><i>Section VIII Checklist of Technical and Financial Documents</i></p>	<p>No. Said documents shall be submitted if applicable only.</p>
10	A prospective bidder asked if they have to submit separate bid proposal for each lot/item.	<p><i>Section VIII Checklist of Technical and Financial Documents</i></p>	<p>Not necessary. The bidder may submit a single proposal intended for both lots/items.</p>

By Rules, all other related provisions in the Bidding Documents correspondingly affected by these amendments are likewise deemed amended to conform to this Bid Bulletin.

SIGNATURE REDACTED

MARIA JENNIFER R. JIMENEZ

Chairperson, Bids and Awards Committee IV

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

Appendix "1"

LOT NO. 2	:	Monobloc, Chair, White
QUANTITY	:	9,936 pcs

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE*
<p>Monobloc, Chair, White</p> <p>Conforms to the minimum specifications unless specified. See attached detailed Technical Specifications.</p> <p>PS STANDARD NO. OE 004:2023 UNSPSC Code No. 56101504-CM-W01</p> <p>Shall conform to the Additional Packaging and Marking/Labeling Requirements.</p>	<p>Brand:</p> <p>Note: Brand shall be IPO registered</p>

Note: Product sample shall be submitted by the LCB during Post-qualification.

We commit to deliver the goods under the new packaging and consistent with the physical appearance and color of the sample submitted as required by the Procurement Service.

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

Signature Over Printed
Name of Authorized
Representative

Date

** [Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]*

Technical Requirements for
MONOBLOC CHAIR, BEIGE

PRODUCT SPECIFICATIONS

- Color: Beige, plain finish
- Dimension: Manufacturer's standard
- Thickness of Stress points of Chair (refer to attached picture/ drawing as Annex "A"):

Stress Points	Thickness, mm (minimum)
A	5.0
B	4.0
C	4.6
D	5.0
E	6.0
F	6.0
G	6.0
H	6.0
I	6.0
J	6.0

- With PS Quality Mark
- Markings shall be engraved/ embossed/ printed/permanent stickered on the item:
 - o Registered trade name or brand name
- Markings shall be printed in a sticker:
 - o Name and address
 - o Capacity in kg
 - o Usage indoor or outdoor
 - o The words "Made in the Philippines" or "Country of Origin" if imported
 - o Do not remove markings
- The chairs shall be marked for recycling according to ISO 11469 or equivalent and must not contain additions of other materials that may hinder their recycling.

Handwritten notes and signatures in the bottom right corner, including initials and the date "10/10/2023".

EVIDENCE and VERIFICATION

- **Documentary Evidence:**

- Valid test report from a Government Accredited Testing Center.
- ISO 11469 Certification or Technical dossier from the manufacturer with evidence that it does not contain additions of other materials that may hinder their recycling.
- Signs for Recyclability according to ISO11469 have the following appearance:



- **Government Accredited Testing Center (GATC):**

- Thickness of Stress points of Chair (refer to attached picture/drawing):

Stress Points	Thickness, mm (minimum)
A	5.0
B	4.0
C	4.0
D	5.0
E	6.0
F	6.0
G	6.0
H	6.0
I	6.0
J	6.0

- Shall conform with the requirements under Table 1 of PNS 1478:1998

Performance	Loading	Requirements
Seat Static Load Test	1,300 N 10 times	shall pass test
Back Static Load Test	560N 10 times 1,300 N balancing load	390N min
Seat Fatigue Test	950 N 50,000 cycles	shall pass test
Back Fatigue Test	330 N 50,000 cycles	shall pass test
Leg Forward Static Load Test	500 N 10 times 1,000 N balancing load	385N min

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 [Signature] 215 [Signature]

Leg Sideways Static Load Test	390 N 10 times 1,000 N balancing load	320N min
Seat Impact Test	180 mm drop height 25 kgs mass 10 times	shall pass test
Back Impact Test	210 mm drop height 6 kgs mass 10 times	shall pass test
Drop Test:		
Front Leg	450 mm drop height 10 times	shall pass test
Back Leg	450 mm drop height 10 times	shall pass test
Inspection and Assessment Results		
a. The fracture or cracking of any member or joint, including seat suspensions, castors and structural shells		none
b. The loosening shown to be permanent by hand pressure applied to suitable members, or joints intended to be rigid		none
c. The loosening of the under frame or base inserts molded into a structural shell surface, shown to be permanent by means of hand pressure applied to the under frame or base		none
d. The free movement in the back, arms, legs or other components of the article greater than the noted in the initial inspection		none
e. The deformation of any part of the article or any cracks that will adversely affect its appearance		none
f. The impairment of the operation of any mechanical part (including any significant change in the seat height during any phase of the seat height adjustment tests)		none
g. The development of any clearly audible noise as a result of testing		none

- **In-house Test:**
 - o Color: Beige, plain finish
 - o Dimension: Manufacturer's standard
- Two (2) units with marking/labeling shall be provided by the bidder during the submission of additional post-qualification documents for verification of the product specifications.

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PACKAGING

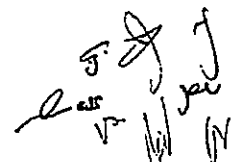
- Twenty-five (25) pieces per stack
- Additional Requirement on Packaging, refer to the attached Annex "A"

MARKING/LABELING

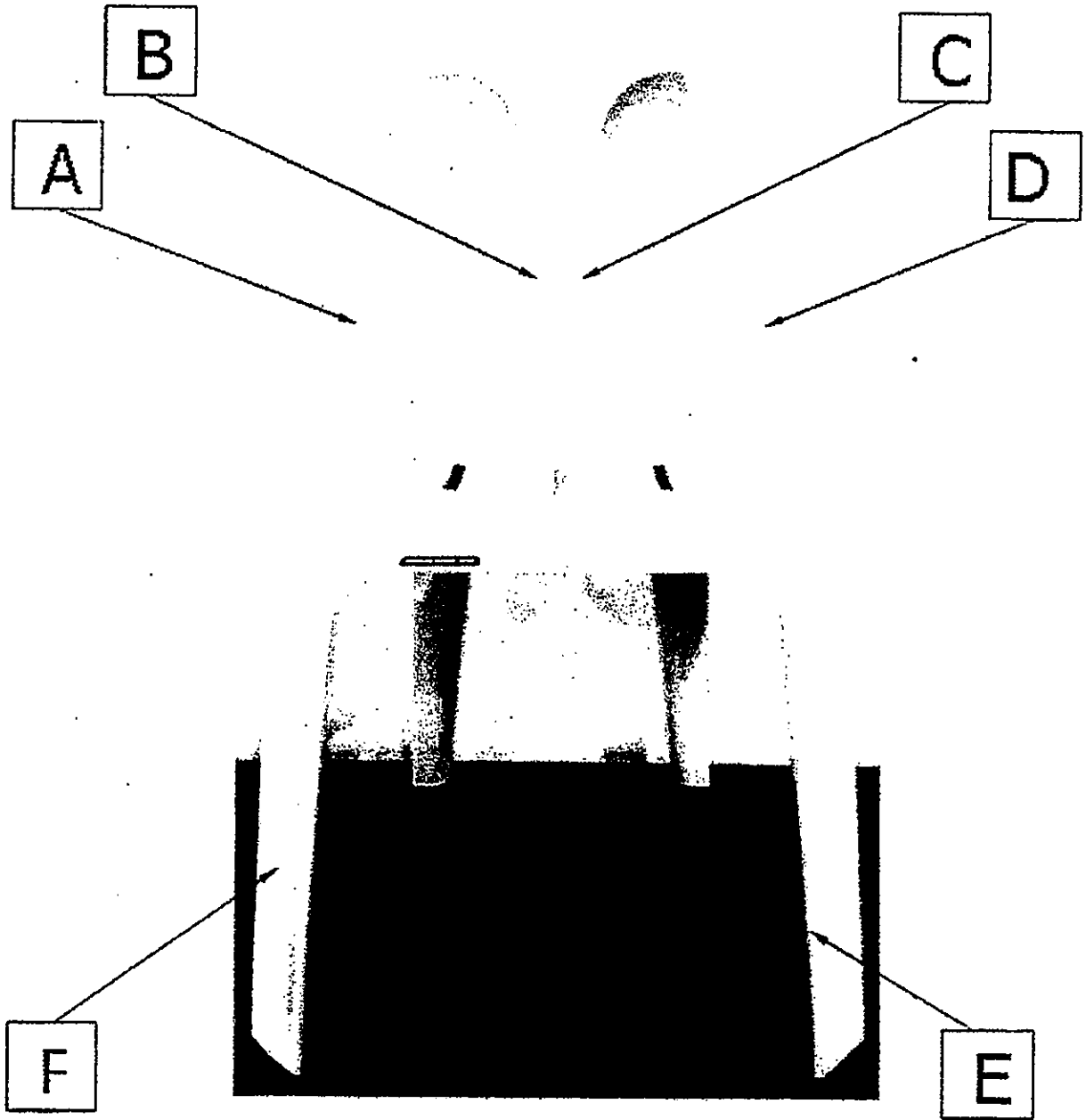
- Shall conform with the Consumer Act of the Philippines (R.A. 7394)
- Additional Requirement on Marking and Labeling, refer to the attached Annex "A"
- With PS Quality Mark
- Markings shall be engraved/ embossed/ printed/permanent stickered on the item:
 - Registered trade name or brand name
- Markings shall be printed in a sticker:
 - Name and address
 - Capacity in kg
 - Usage indoor or outdoor
 - The words " Made in the Philippines" or "Country of Origin" if imported
 - Do not remove markings

REFERENCES

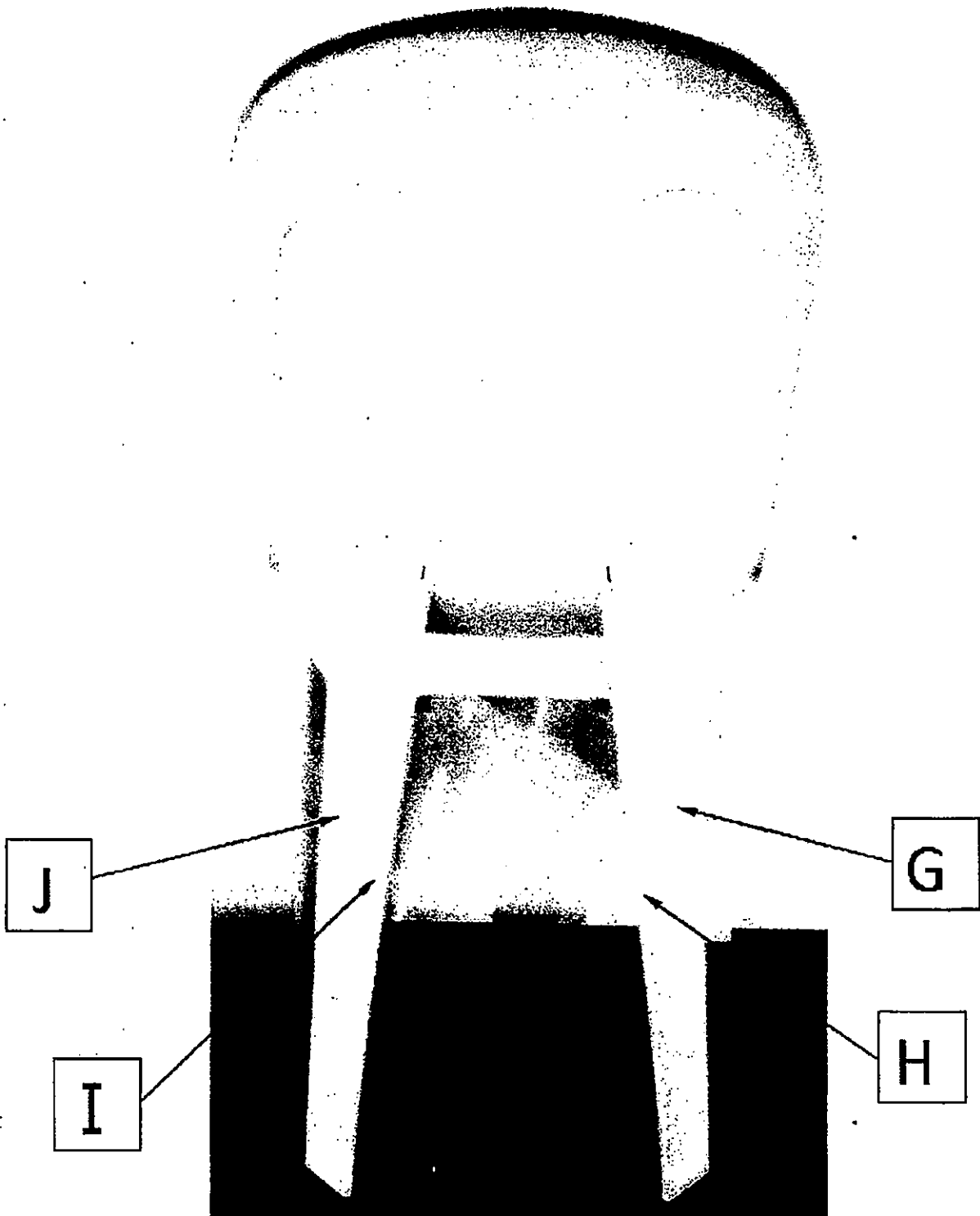
- *PNS 1478:1998*

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ILLUSTRATION



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2012/10/10



6 Technical Requirements for Monobloc Chair, Belge

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Technical Requirements for

MONOBLOC CHAIR, WHITE**PRODUCT SPECIFICATIONS**

- Color: White, plain finish
- Dimension: Manufacturer's standard
- Thickness of Stress points of Chair (refer to attached picture/ drawing as Annex "A"):

Stress Points	Thickness, mm (minimum)
A	5.0
B	4.0
C	4.0
D	5.0
E	6.0
F	6.0
G	6.0
H	6.0
I	6.0
J	6.0

- With PS Quality Mark
- Markings shall be engraved/ embossed/ printed/permanent stickered on the item:
 - Registered trade name or brand name
- Markings shall be printed in a sticker:
 - Name and address
 - Capacity in kg
 - Usage indoor or outdoor
 - The words "Made in the Philippines" or "country of Origin" if imported
 - Do not remove markings
- The chairs shall be marked for recycling according to ISO 11469 or equivalent and must not contain additions of other materials that may hinder their recycling.

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EVIDENCE and VERIFICATION

- **Documentary Evidence:**

- Valid test report from a Government Accredited Testing Center.
- ISO 11469 Certification or Technical dossier from the manufacturer with evidence that it does not contain additions of other materials that may hinder their recycling.
- Signs for Recyclability according to ISO11469 have the following appearance:



- **Government Accredited Testing Center (GATC):**

- Thickness of Stress points of Chair (refer to attached picture/ drawing):

Stress Points	Thickness, mm (minimum)
A	5.0
B	4.0
C	4.0
D	5.0
E	6.0
F	6.0
G	6.0
H	6.0
I	6.0
J	6.0

- Shall conform with the requirements under Table 1 of PNS 1478:1998:

Performance	Loading	Requirements
Seat Static Load Test	1,300 N 10 times	shall pass test
Back Static Load Test	560N 10 times 1,300 N balancing load	390N min
Seat Fatigue Test	950 N 50,000 cycles	shall pass test
Back Fatigue Test	330 N 50,000 cycles	shall pass test
Leg Forward Static Load Test	500 N 10 times 1,000 N balancing load	385N min

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Leg Sideways Static Load Test	390 N 10 times 1,000 N balancing load	320N min
Seat Impact Test	180 mm drop height 25 kgs mass 10 times	shall pass test
Back Impact Test	210 mm drop height 6 kgs mass 10 times	shall pass test
Drop Test:		
Front Leg	450 mm drop height 10 times	shall pass test
Back Leg	450 mm drop height 10 times	shall pass test
Inspection and Assessment Results		
a. The fracture or cracking of any member or joint, including seat suspensions, castors and structural shells		none
b. The loosening shown to be permanent by hand pressure applied to suitable members, or joints intended to be rigid		none
c. The loosening of the under frame or base inserts molded into a structural shell surface, shown to be permanent by means of hand pressure applied to the under frame or base		none
d. The free movement in the back, arms, legs or other components of the article greater than the noted in the initial inspection		none
e. The deformation of any part of the article or any cracks that will adversely affect its appearance		none
f. The impairment of the operation of any mechanical part (including any significant change in the seat height during any phase of the seat height adjustment tests)		none
g. The development of any clearly audible noise as a result of testing		none

- **In-house Test:**
 - o Color: White, plain finish
 - o Dimension: Manufacturer's standard
- Two (2) units with marking/labeling shall be provided by the bidder during the submission of additional post-qualification documents for verification of the product specifications.

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PACKAGING

- Twenty-five (25) pieces per stack
- Additional Requirement on Packaging, refer to the attached Annex "A"

MARKING/LABELING

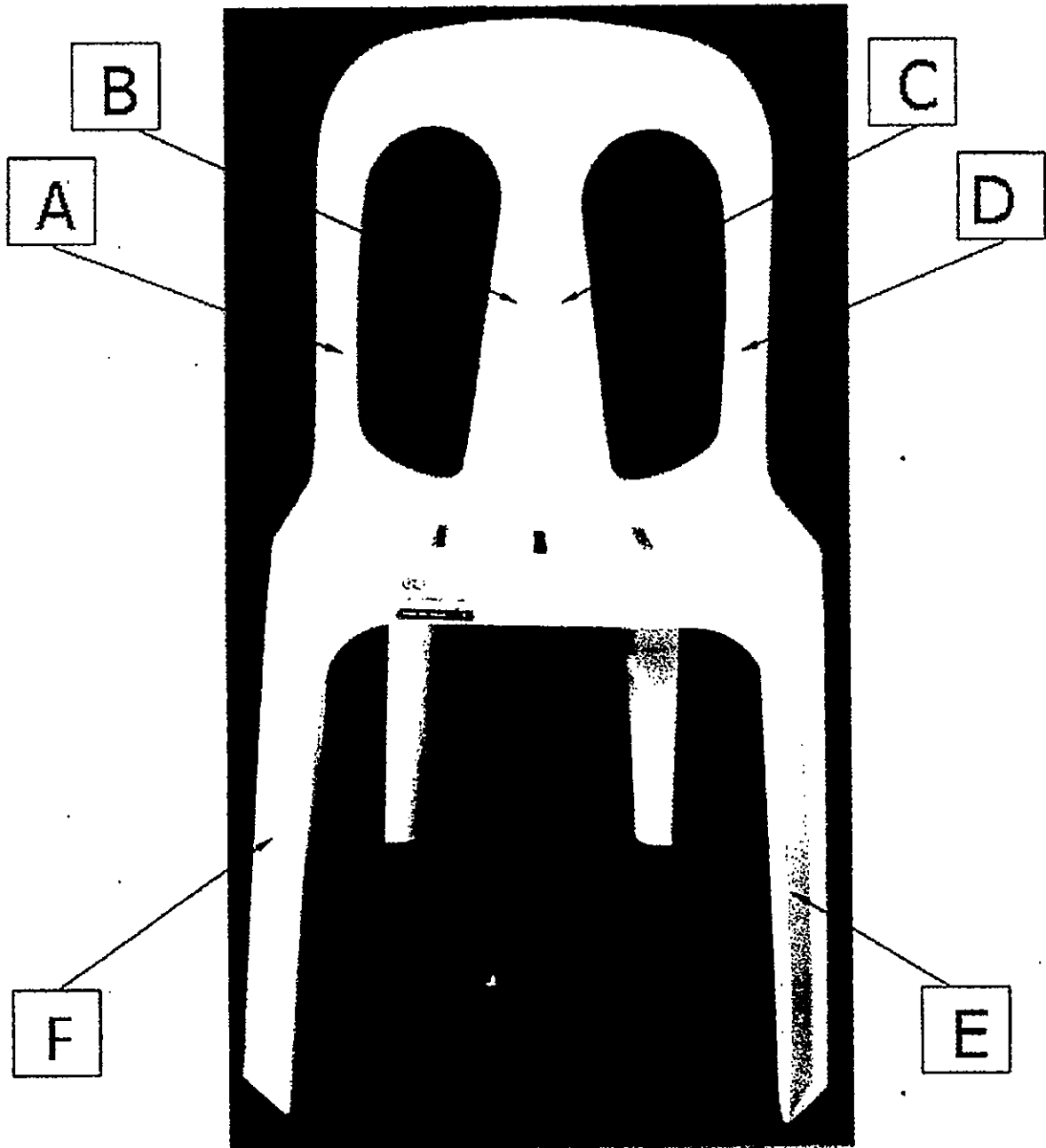
- Shall conform with the Consumer Act of the Philippines (R.A. 7394)
- Additional Requirement on Marking and Labeling, refer to the attached Annex "A"
- With PS Quality Mark
- Markings shall be engraved/ embossed/ printed/permanent stickered on the item:
 - Registered trade name or brand name
- Markings shall be printed in a sticker:
 - Name and address
 - Capacity in kg
 - Usage indoor or outdoor
 - The words " Made in the Philippines" or "country of Origin" if imported
 - Do not remove markings

REFERENCES

- *PNS 1478:1998*

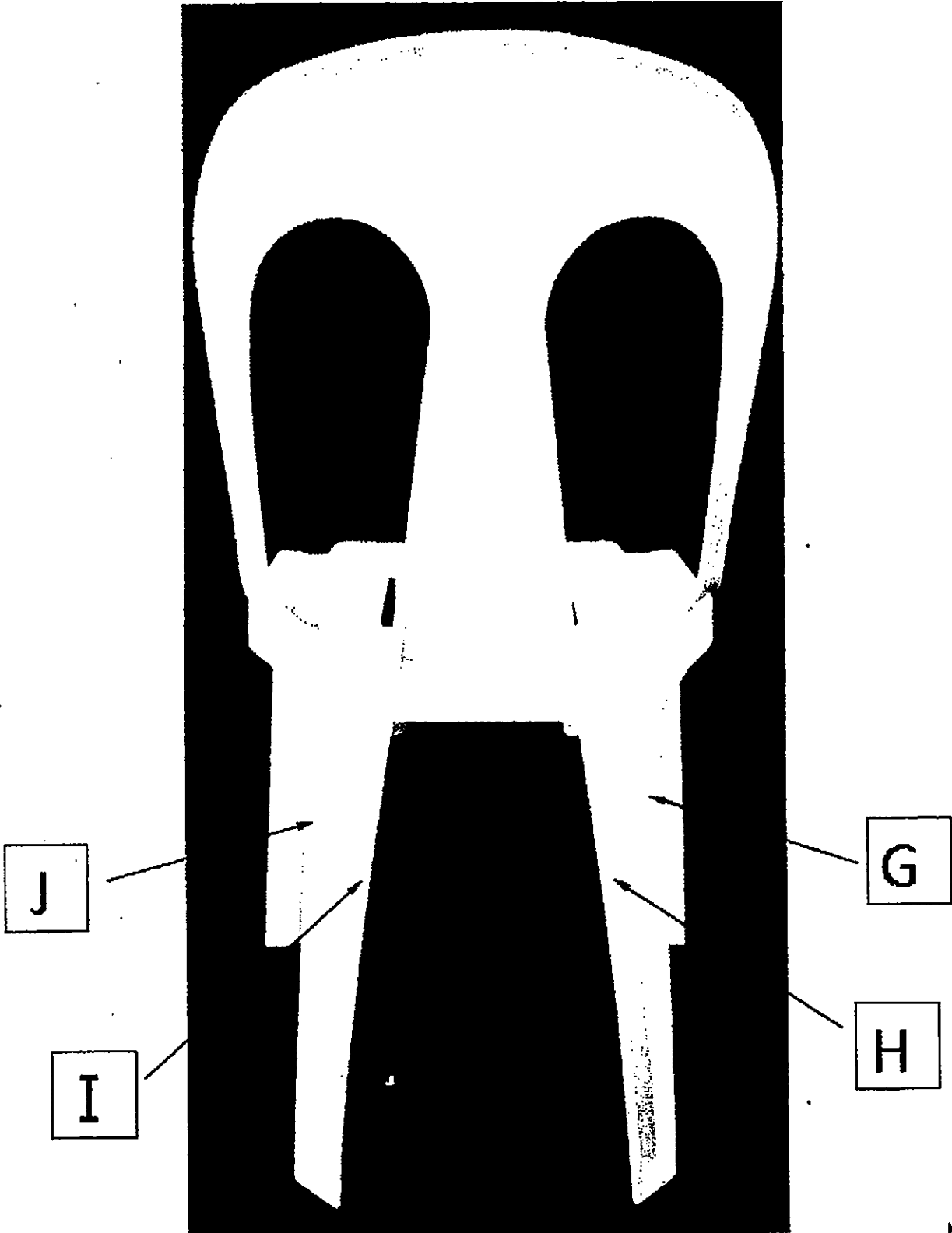
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ILLUSTRATION



5 Technical Requirements for Monobloc Chair, White

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6 Technical Requirements for Monobloc Chair, White

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Appendix "4"

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 5 of the Bidding Documents.

I/We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert]*: as the owner and sole proprietor or authorized representative of *[Name of Bidder]*, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Supply and Delivery of Monobloc Chairs for the Procurement Service
Or;

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2023 Procurement Service Framework Agreement for the Supply and Delivery of [Project] for the Procurement Service under Public Bidding No. xx-xxx-x

2023-FA0001-PDX

**Framework Agreement
For the [Title of Project]**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this ____ day of _____ 2023, by and between:

PROCUREMENT SERVICE – DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency duly organized and existing under the laws of the Republic of the Philippines having its principal office at PS Complex, Cristobal Street, Paco, Manila, represented by [NAME], [Position] hereinafter referred to "PS-DBM";

and

[COMPANY NAME] with principal address at [Address], represented by [NAME], [Position] hereinafter referred to as the "Supplier";

WITNESSETH, that:

WHEREAS, the **PROCURING ENTITY**, decided to use Framework Agreement on its procurement project Supply and Delivery of [Project] for the Procurement Service;

WHEREAS, this Agreement is for the option to purchase the goods determined to be necessary and desirable to address and satisfy the needs of PS-DBM as the central source of commonly used supplies and equipment of the Philippine Government, but by its nature, use or characteristic, the quantity and exact time of need cannot be accurately pre-determined, viz:

Item No.	Item	Brand/Model	Maximum Qty/Unit	Unit Price	Total Price

WHEREAS, PS-DBM has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by PS-DBM; and

WHEREAS, the Supplier which passed the eligibility screening conducted by PS-DBM, shall maintain and update the eligibility requirements during the period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article I
GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. **PS-DBM** is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with **PS-DBM** as the Procuring Entity. The **Supplier** may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract as reflected in the Bid Documents attending the procurement and made an integral part of this Agreement;
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a. the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - b. the Framework Agreement List and the Technical Specifications;
 - c. the Bid Documents, including the Supplemental Bid Bulletins issued;
 - d. the Performance Security or Performance Securing Declaration;
 - e. the Procuring Entity's Notice to Execute Framework Agreement; and
 - f. Call-Offs.

Article II
DURATION

The term of this Agreement shall be one (1) year from the date of execution unless sooner revoked by both parties or until the full exhaustion of the maximum quantities;

Article III
CONSIDERATION

For the consideration of one peso (Php 1.00), **PS-DBM** has the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and the **Supplier** commits to deliver the goods and perform the services subject to the conditions of the Call-off.

**Article IV
PERFECTION OF PROCUREMENT CONTRACT**

The Framework Agreement being an option contract, a procurement contract is perfected only when the Procuring Entity exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off.

**Article V
OBLIGATION TO ANSWER A CALL-OFF**

Once PS-DBM issues a Call-off, the Supplier is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off. All rules and guidelines governing the implementation of procurement contracts under RA No. 9184 and its revised IRR shall be applicable.

Failure on the part of the Supplier to deliver goods or perform the services shall warrant the forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on the use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.

**Article VI
TERMS AND CONDITIONS**

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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

PROCUREMENT SERVICE

[COMPANY]

By signing this Agreement, I also confirm that I am authorized to sign on behalf of PS-DBM.

By signing this Agreement, I also confirm that I am authorized to sign on behalf of [the Company].

[Name]
*Director IV, Operations Group
Procurement Service*

[Name]
Authorized Representative

WITNESSES

[Name]
*Director IV, Procurement Group
Procurement Service*

[NAME]
Representation

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
CITY OF MANILA } S.S

BEFORE ME, a Notary Public for and in the City of Manila this ___ day of _____
2023 appeared the following persons presenting to me their respective identifications, to wit:

Name	Competent Evidence of Identity	Date of Issue	Place of Issue

known to me and to me known to be the same persons who executed and voluntarily signed the foregoing **FRAMEWORK AGREEMENT** which they acknowledged before me as their own free and voluntary act and deed and with full authority to sign in that capacity.

This instrument refers to the **FRAMEWORK AGREEMENT FOR THE _____** and consists of () pages including this page where the Acknowledgment is written, duly signed by the parties and their instrumental witnesses thereof.

WITNESS MY HAND AND SEAL on the date and place
above-written Doc. No.;;
Page No.;;
Book No.;;
Series of 20