



Bid Bulletin No. 1
21 June 2023

Public Bidding No. 23-015-3

Supply and Delivery of Air Freshener for the Procurement Service

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 **June 14, 2023**.

A. AMENDMENT/S

REFERENCE	JUSTIFICATION/ EXPLANATION						
<p><i>Section I. Invitation to Bid</i></p> <p>XX</p> <p>1. The summary of the bidding activities is as follows:</p> <table border="1" data-bbox="156 1064 778 1272"> <tr> <td data-bbox="156 1064 467 1099">XX</td> <td data-bbox="467 1064 778 1099"></td> </tr> <tr> <td data-bbox="156 1099 467 1167">Deadline for Submission</td> <td data-bbox="467 1099 778 1167">28-29 June 2023; 4:30 pm 10:00 am</td> </tr> <tr> <td data-bbox="156 1167 467 1272">Opening of Bids</td> <td data-bbox="467 1167 778 1272">Immediately after the Deadline of Submission of Bids</td> </tr> </table> <p>XX</p>	XX		Deadline for Submission	28-29 June 2023; 4:30 pm 10:00 am	Opening of Bids	Immediately after the Deadline of Submission of Bids	<p>In observance of the declaration of holiday, Eid'1 Adha, the deadline for submission of bids shall be moved on the following working day.</p>
XX							
Deadline for Submission	28-29 June 2023; 4:30 pm 10:00 am						
Opening of Bids	Immediately after the Deadline of Submission of Bids						
<p><i>Section III. Bid Data Sheet</i> <i>ITB Clause 20.2</i></p> <p>XX</p> <p><u>4. Material Safety Data Sheet for all scents being offered</u> <u>5. Valid FDA Certificate of License to Operate (LTO)</u></p> <p>4. 6. For bidder declared as LCB/SCB: Product sample and other evidence of the bidder's statement of compliance with technical specifications, as required under Section VII. Technical Specifications</p> <p>XX</p>	<p>To include in the submission of post-qualification documents indicated in the technical requirement under Evidence and Verification.</p>						

SECTION VI. Schedule of Requirements	"Appendix 1"
SECTION VII. Technical Specifications	"Appendix 2"
SECTION VIII. Checklist of Documents Bid Form Omnibus Sworn Statement Framework Agreement Joint Venture Performance Security Bid Securing Declaration Performance Securing Declaration	"Appendix 3" "Appendix 4" "Appendix 5" "Appendix 6" "Appendix 7" "Appendix 8" "Appendix 9"

B. CLARIFICATION/S

CLARIFICATION/S	REFERENCE	RESOLUTION/S
During Pre-bid Conference		
How will you measure a clean and refreshing scent?	Section VII. Technical Specifications Evidence and Verification	The requirement is sensory in nature, therefore cannot be measured. The TWG may interpret the requirement as light, inoffensive and not overwhelming.
What is the size of the room to be used in testing the air freshener?		The room size requirement was not set so as not to limit the room to be used. The TWG may use any of the evaluation rooms, meeting rooms, conference rooms or the AVR.
Written Clarification		

<p>The Procuring Entity is allowed to determine the terms of payment on the partial or staged delivery of the Goods procured in accordance with prevailing accounting and auditing rules and regulations. With the above statement, we formally request a 30 days payment terms upon delivery of the goods to PS Warehouse Paco Manila and direct delivery to End-User Agencies to address delays in collection and improve the DSO. If not possible, we are requesting for the Citizen's Charter of Comptroller & Treasury Division in processing all payment transactions.</p>	<p>Section IV. General Conditions of Contract</p> <p>Advance Payment and Terms of Payment</p>	<p>Please refer to Section V. Special Conditions of Contract Clause 2.2.</p>
<p>The FDA Certificate of Product Registration in Air Freshener Category was deregulated in 2015. Since then, Consumer Care Products, Inc. are not required to register or renew previous Product Notification of Air Freshener. In 2021, there was a move from FDA to reinstate/regulate that product category. In the same year, the FDA issued a memorandum "FDA Circular No. 2021-011-A stating a 2-year extension of the transitory period in the application of HUHS products from January 1, 2022 to December 31, 2023 which allows it to continue the offering of HUHS products without CPR".</p>	<p>Section VII. Technical Specifications</p> <p>Evidence and Verification</p>	<p>Pursuant to FDA Circular No. 2021-011-A, Valid Certificate Product Registration/ Notification is not required until December 2023. Please refer to the attached FDA Circular No. 2021-011-A for reference.</p>



<p>Will it still be valid to use the latest Secretary's Certificate issued and notarized on March 17, 2023 as long as the authorized representative and its purpose to transact with PS-DBM Bidding remains the same?</p>	<p>Section VII. Checklist of Technical & Financial Documents</p>	<p>The Bids and Awards Committee requires submission of valid and updated documents.</p>
<p>May we know the new schedule for the Opening of Bids since June 28 was already declared as Legal Holiday?</p>	<p>Section I. Invitation to Bid</p>	<p>Please see the above amendment.</p>

The herein amendments form an integral part of the bidding documents. Correspondingly, all other provisions in the bidding documents affected by these amendments are similarly amended or modified.

The clarifications made explain in greater detail the purpose or intent of the requirement and do not necessarily amend that particular provision in the bidding documents.

All attached revised forms shall supersede previous issued forms through this Bid Bulletin. Please be guided accordingly.

SIGNATURE REDACTED

JOSEPH P. BALAGTAS

Chairperson, Bids and Awards Committee III

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.

**FRAMEWORK AGREEMENT LIST
(Indicative Call-Off Schedule)**

ITEM DESCRIPTION: Air Freshener, Aerosol Type	
MAXIMUM QUANTITY: 304,476 cans	
ITEM NO.	DELIVERY PERIOD AND DELIVERY SITES
1	<p>1. Delivery Sites:</p> <p>a. PS Warehouse, PS Complex, RR Road Cristobal St., Paco, Manila b. Direct Delivery to End-User Agencies within Metro Manila; PS-DBM Pampanga Hub, Regional Government Center Maimpis, San Fernando City, Pampanga; Antipolo, Rizal; and Imus, Cavite</p> <p>2. Delivery Period:</p> <p>Within fifteen (15) calendar days (CD) upon receipt of Call-Off</p> <p>3. The exact quantity will be determined in each Call-Off.</p>

Note: Suppliers are advised to maintain revolving stocks at least 10% of undelivered quantity up to the last tranche prior to exhaustion.

I hereby commit to deliver the required quality and quantities upon receipt of the Call-Off as indicated above.

Name of Company

Signature Over Printed
Name of Authorized
Representative

Date

ITEM NO. 1	:	Air Freshener, Aerosol Type
QUANTITY	:	304,476 cans

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE*
<p>AIR FRESHENER, AEROSOL TYPE</p> <p>See attached detailed Technical Specifications:</p> <p>PS STANDARD NO. JS 001:2023 UNSPSC Code No. 47131812-AF-A01</p> <p>Shall conform to the Additional Packaging and Marking/Labeling Requirements.</p>	<p>Brand: Note: Brand shall be IPO registered</p>

Note 1: 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.]

Annex A

Bid Form

Date: _____

Invitation to Bid No: PB No. 23-015-3

To: *DBM-PS BAC III Chairperson
Procurement Service
PS Complex, RR Road
Cristobal St., Paco, Manila*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [], thereceipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and Deliver of Air Freshener for the Procurement Service in conformity with the said Bidding Documents.

Item No.	Qty/Unit	ITEMS/ DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	304,476 cans	Air Freshener, Aerosol Type		

Note: For purposes of bid evaluation, bidders are advised to use two (2) decimal places in setting up their bid prices.

TOTAL PRICE IN WORDS:**Item No. 1:** _____

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

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

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice to Execute Framework Agreement, 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 Air Freshener 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 Air Freshener 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 _____

Annex B

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached documents showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting:**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards;

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity;

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code;

11. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: _____
Fax No/s.: _____
E-mail Add/s.: _____
Mobile No.: _____

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal, and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ____, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. Series
of_.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

Annex D

2023 Procurement Service Framework Agreement for the Supply and Delivery of Air Freshener for the Procurement Service under Public Bidding No. 23-015-3

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_____

Annex E

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS :

This **JOINT VENTURE AGREEMENT** (hereinafter referred to as the "Agreement"), entered into this _____ day of _____ 20__ at _____ City, Philippines by and among:

_____. A domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as "_____";

- and -

_____. A domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as "_____";

- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, _____, hereinafter referred to as "_____";

Henceforth collectively referred to as the "**Parties**"

WITNESSETH: That

WHEREAS, the Procurement Service (PS) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____;

WHEREAS, the parties have agreed to pool their resources together to form the "_____ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of PS-DBM;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation – The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name – The name and style under which the JV shall be conducted is “ _____ ”;

SECTION 3. Principal Place of Business – The JV shall maintain its principal place of business at _____;

SECTION 4. Preparation and Documentation – The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the PS-DBM and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to PS-DBM, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

**ARTICLE II
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply and delivery of _____ for the _____.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to PS-DBM, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the PS-DBM, and all other related activities/obligations, as described in Article II hereof, the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION 1. Contribution – The Parties shall contribute the amount of _____ (Php) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P	.00
B.	-	<u>P</u>	<u>.00</u>
TOTAL		P	.00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing – The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions – Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss – In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the PS-DBM in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law – This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the _____, Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality), this _____ day of _____ (month & year) personally appeared the following:

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. ____, [date issued], [place issued]
IBP No. ____, [date issued], [place issued]

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

Note:
The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.

"Sec. 12. Competent Evidence of Identity— The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

Annex G

Form of Performance Security (Bank Guarantee)

To : Procurement Service
PS Complex, Cristobal St.,
Paco, Manila

WHEREAS, (Name and Address of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Notice to Execute Framework Agreement No. dated to execute (Name of Contract and Brief Description) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [Amount of Guarantee] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Final Acceptance [Inspection, & Certification of Acceptance Report(I.C.A.R)].

SIGNATURE AND SEAL OF THE GUARANTOR		
NAME OF BANK		
ADDRESS		
DATE		

Annex H

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

X-----X

BID SECURING DECLARATION
Invitation to Bid: Public Bidding No. 23-015-3

To: **Procurement Service**
PS Complex, RR Road
Cristobal St., Paco, Manila

I/We*, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

* Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

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

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification

Annex I

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice to Execute Framework Agreement]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC _____
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorney's No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

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

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification



21 JAN 2022

FDA CIRCULAR

No. 2021-011-A

SUBJECT : Extension of Transitory Period and Provision of Interim Guidelines for Product Registration, including the Labeling Requirements, for Household Urban/Hazardous Substances

I. RATIONALE

On 24 May 2021, the Food and Drug Administration (FDA) issued FDA Circular No. 2021-011 with subject, Extension of Transitory Period for the Implementation of FDA Circular No. 2020-025, "Implementing Guidelines for Administrative Order No. 2019-0019" wherein the Household/Urban Hazardous Substances (HUHS) industry was given until 31 December 2021 to comply with the new licensing and registration requirements for covered HUHS establishments and products, respectively. However, as the current transitory period draws to an end, appeals had been made by the HUHS industry and other concerned stakeholders for the FDA to give them a longer compliance period within which the covered HUHS establishments can secure the appropriate marketing authorization for their HUHS products as required by FDA Circular No. 2020-025.

In view of the foregoing and in consideration of the economic challenges brought about by the current state of calamity in the country due to COVID-19, the FDA recognizes the need to extend the current transitory period and assist the HUHS industry as they comply with the registration requirements of FDA Circular No. 2020-025.

II. OBJECTIVES

This Circular aims to:

- A. Establish a 2-year transitory period extension for HUHS product registration; and,
- B. Establish an interim guideline for product registration as well as product labeling during the transitory period.

III. SCOPE

This issuance shall apply to products classified as Categories III and IV of HUHS as defined in Republic Act No. 9711 and categorized in FDA Circular No. 2020-025, and the establishments engaged or intending to engage in their manufacture, importation, exportation, distribution, sale, offer for sale, transfer, promotion, advertising and/or sponsorship. The covered Categories III and IV HUHS products shall be those intended for consumer or institutional use only and shall not covered those intended for industrial use.



IV. GUIDELINES

A. Two (2) - Year Transitory Period Extension

The 2-year transitory period extension shall start on 01 January 2022 and end on 31 December 2023.

1. License to Operate (LTO)

The 2-year transitory period extension shall not apply to the licensing of HUHS establishments. Hence, effective 01 January 2022, a LTO as HUHS establishment shall be mandatory for all establishments engaged or intending to engage in HUHS-related activities.

2. Certificate of Product Registration (CPR)

The 2-year transitory period extension shall apply to the registration of HUHS products. Hence, from 01 January 2022 to 31 December 2023, HUHS establishments may continue to distribute their HUHS products without a CPR from the FDA. However, effective 01 January 2024, a CPR shall be mandatory for all HUHS products distributed in the market.

Further, the 2-year transitory period extension shall serve as the exhaustion period within which the HUHS establishments may deplete the remaining stocks of HUHS products with labels that are not compliant with the labeling requirements set forth in Annex J of FDA Circular No. 2020-025 including the GHS label elements.

As such, for the purposes of HUHS product registration, the FDA shall accept complete, loose artwork of existing labels of all packaging sizes of the product, as applicable, regardless of compliance to Annex J of FDA Circular No. 2020-025 as this shall be the basis for the additional conditions that the HUHS establishment must comply with at the end of the transitory period upon implementation of the full labeling requirements. Notwithstanding the acceptance of loose artwork of existing HUHS product labels, all product claims reflected on said labels shall be substantiated by sufficient documentation during product registration.

3. Other authorizations including Customs Clearances, Sales and Promo Permit and Certificate of Free Sale (CFS)

Securing Sales and Promo Permits for products covered by this Circular are not mandatory, including Customs Clearances as the issuance of the said permits require a valid CPR. For the purposes of conducting advertising and sales promotions activities and customs-related concerns, a copy of this Circular together with a copy of the valid LTO of the HUHS establishment may be presented to government and non-government entities in lieu of a valid FDA-issued CPR.

B. Post-Marketing Surveillance (PMS) of HUHS Products

PMS shall be in accordance with FDA Circular No. 2020-025 during and after the transitory period extension. This does not preclude this Office from issuing subsequent orders it may deem necessary and appropriate, particularly on labeling to ensure consumer protection and prevent misleading claims on labeling and should there be findings of any violation of the company to the existing laws, rules, and regulations.

C. Reiteration/Adoption of Other Provisions in FDA Circular No. 2020-025

The Responsibilities of Marketing Authorization Holder (MAH) including all other clauses or parts stipulated in FDA Circular No. 2020-025 remains valid and shall be enforced.

D. After the 2-Year Transitory Period Extension

1. CPR shall be mandatory for all HUHS products distributed in the market.
2. Sales and Promo Permit shall be mandatory for all companies conducting promotional activities with participating HUHS products.
3. Labels of HUHS products shall be fully compliant with Annex J of FDA Circular No. 2020-025, including the GHS Label Elements.
4. Any requests for exhaustion of remaining stocks of non-compliant labels or HUHS products with non-compliant labels shall no longer be granted.

V. REPEALING CLAUSE


This Circular hereby amends relevant provisions in FDA Circular Nos. 2020-025 and 2021-011.

VI. SEPARABILITY CLAUSE

The provisions of this Circular are hereby declared separable and in the event of any such provision/s is/are declared invalid or unenforceable, the validity of enforceability of the remaining portions or provisions which are not affected, shall remain in full force and in effect.

VII. EFFECTIVITY

This Circular shall take effect fifteen (15) days following the completion of the publication in a newspaper of general circulation and filing with the University of the Philippines Law Center Office of the National Administrative Register.


FRANCISCO T. DUQUE III, MD, MSc.
Secretary of Health