BIDDING DOCUMENTS

SUPPLY AND DELIVERY OF VARIOUS TRASHBAG FOR THE PROCUREMENT SERVICE

(FRAMEWORK AGREEMENT)

PUBLIC BIDDING NO: 23-027-2

Sixth Edition
July 2020

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Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to:
(i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC –Government-owned and/or –controlled corporation.

Goods – Refer 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. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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, sanitation, 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. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID

FOR THE

SUPPLY AND DELIVERY OF VARIOUS TRASHBAG FOR THE PROCUREMENT SERVICE

PUBLIC BIDDING NO. 23-027-2

1. The **PROCUREMENT SERVICE – DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM),** using a **Single Year Framework Agreement (Outright Determination of Lowest Calculated and Responsive Bid under GPPB Resolution No. 27-2019),** through the **2023 PS-DBM Revolving Fund,** intends to apply the Approved Budget for the Contract (ABC) corresponding to the total cost of each item to be bid out, as follows:

Item No.	Quantity	Item/Description	Approved Budget for the Contract		Price of Bid Documents
			Unit Price	Total Amount	
1	99,462 roll/pack	Trashbag, Large Size	₱ 57.00	₱ 5,669,334.00	₱ 10,000.00
2	99,462 roll/pack	Trashbag, XL Size	₱ 89.00	₱ 8,852,118.00	₱ 10,000.00
3	132,616 roll/pack	Trashbag, XXL Size	₱ 125.00	₱ 16,577,000.00	₱ 25,000.00

Note: ***"For this procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB, as reflected in the amounts stated in Paragraph 1 of this IB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum prescribed in the Guidelines for the sum of the ABC of all lots, i.e. P25,000.00."***

Bids received in excess of the total cost per item shall be automatically rejected.

2. The **PS-DBM** now invites bids for SUPPLY AND DELIVERY OF VARIOUS TRASHBAG. Delivery of the Goods is required within the delivery period stated in Section VI Schedule of Requirements of the Bidding Documents. Bidders should have completed, within *5 years* from the date of submission and receipt of bids, a contract similar to the Project. The description of

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an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

   Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective bidders may obtain further information from the PS-DBM and inspect the Bidding Documents through the BAC Secretariat (Procurement Division V) at PS Complex, Cristobal St., Paco, Manila during *Mondays to Fridays, except holidays, from 8:00AM to 5:00PM.*

5. A complete set of Bidding Documents may be acquired by interested Bidders from the BAC Secretariat (Procurement Division V) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amounts stated in Paragraph 1 of this IB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
   It may also be downloaded free of charge from the websites of the PS-DBM and PhilGEPS, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The PS-DBM will hold a Pre-Bid Conference on **June 14, 2023; 10:00 A.M.** at PS Complex, Cristobal St., Paco, Manila and/or through video conferencing or webcasting *via Google Meet http://meet.google.com/xba-zedj-qfd,* which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before June 28, 2023; 10:00 A.M.

   Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

9. Bid opening shall be on **June 28, 2023; 10:00 A.M.** at PS Conference Room, PS Complex Cristobal St., Paco, Manila and/or via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity in person or via Google Meet *http://meet.google.com/cie-umkk-vwq.*

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

Advertisement/Posting of Invitation to Bid	5 June 2023
Issuance and Availability of Bid Documents	5 June 2023
Pre-Bid Conference	14 June 2023; 10:00 am
Last day of Submission of Written Clarification	19 June 2023
Last day of Issuance of Bid Bulletin	21 June 2023
Deadline for Submission	28 June 2023; 10:00 am
Opening of Bids	Immediately after the Deadline of Submission of Bids

Bidders shall drop their duly accomplished eligibility requirements, technical and financial proposals in two separate sealed envelopes in the designated bid box located at the 2nd Floor of the Procurement Service.

11. The PS-DBM reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

Bids and Awards Committee II
Procurement Service
RR Road, Cristobal St., Paco, Manila
8290-6300 loc. 8033/8060
Pd5@ps-philgeps.gov.ph

SIGNATURE REDACTED
JOSEPH C. DE SALES
Chairperson, Bids and Awards Committee II

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Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Procurement Service - DBM* wishes to receive Bids for the ***Supply and Delivery of Various Trashbag for the Procurement Service*** under a Framework Agreement, with Public Bidding No. **23-027-2.**

The Procurement Project (referred to herein as "Project") is composed of **three (3) items**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for ***2023*** in the amount of ***₱ 31,098,452.00***

2.2. The source of funding is ***PS Revolving Fund.***

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

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5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: Subcontracting is not allowed.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an Apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

i. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for *120 calendar days from the deadline of submission of bids.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**

16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

[1] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring

entity to procure the items in the Framework Agreement List when the need arises.

21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.5. The following documents shall form part of the Framework Agreement:

a. Framework Agreement Form;
b. Bidding Documents;
c. Call-offs;
d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
e. Performance Security or Performance Securing Declaration, as the case may be;
f. Notice to Execute Framework Agreement; and
g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

<table>
<tr><td>ITB Clause</td><td></td></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:

a. Those contracts that are classified as, or similar but not limited to, those listed under Section VIII. Annex "K": Plastic Molded Products

b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td>Subcontracting is not allowed.

Clause 7.2 of the ITB is not applicable.</td></tr>
<tr><td>12</td><td>The price of the Goods shall be quoted:
a. DDP PS Warehouse, PS Complex, RR Road Cristobal St., Paco, Manila;
b. DDP PS-DBM Pampanga Hub, Regional Government Center Maimpis, San Fernando City, Pampanga; and
c. DDP End-User Agencies within Metro Manila; Antipolo, Rizal; and Imus, Cavite

or the applicable International Commercial Terms (INCOTERMS) for this Project.</td></tr>
<tr><td>14.1</td><td>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
<table>
<tr><th>Item No.</th><th>Item/Description</th><th>Amount Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)</th><th>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</th><th>(Pursuant to GPPB Resolution No. 03-2012</th></tr>
<tr><td>1</td><td>Trashbag, Large Size</td><td>₱ 113,386.68</td><td>₱ 283,466.70</td><td rowspan="3">Please see Section VIII</td></tr>
<tr><td>2</td><td>Trashbag, XL Size</td><td>₱ 177,042.36</td><td>₱ 442,605.90</td></tr>
<tr><td>3</td><td>Trashbag, XXL Size</td><td>₱ 331,540.00</td><td>₱ 828,850.00</td></tr>
</table>
The bid security in the form of cashier's/manager's check shall be payable to PROCUREMENT SERVICE-DBM.</td></tr>
</table>

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<tr><td>15</td><td>Each bidder shall submit one (1) original and one (1) copy of the first and second components of its bid.</td></tr>
<tr><td>19.3</td><td>The NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder:
<table>
<tr><th>Item No.</th><th>Quantity</th><th>Item/Description</th><th>Approved Budget for the Contract</th></tr>
<tr><td>1</td><td>99,462 roll/pack</td><td>Trashbag, Large Size</td><td>₱ 5,669,334.00</td></tr>
<tr><td>2</td><td>99,462 roll/pack</td><td>Trashbag, XL Size</td><td>₱ 8,852,118.00</td></tr>
<tr><td>3</td><td>132,616 roll/pack</td><td>Trashbag, XXL Size</td><td>₱ 16,577,000.00</td></tr>
</table></td></tr>
<tr><td>20.2</td><td>For purposes of Post-qualification, the following document(s) shall be required:

1. Latest Income Tax Returns (For the year 2022, filed 2023) (BIR Form 1701 or 1702).

2. For the purpose of this bidding, prospective bidders shall submit their Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering 6 (six) months prior to the Opening of Bids. However, in view of BIR RMC No. 5-2023, taxpayers are no longer require 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.

The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized subject to validation and verification.

3. Proof of completion of the SLCC as identified in the Statement of SLCC, which shall be a verifiable copy of the Contract, Purchase Order or Framework Agreement, and any of the following documents:

(a) corresponding Sales Invoice/s;
(b) Official Receipt/Cash Receipt/Collection Receipt; and
(c) Certificate of Completion/ Certificate of Acceptance.

4. Technical dossier or certificate from the manufacturer that PE contains a minimum 30% post consumer material (for all items).</td></tr>
</table>

	5. Valid Test Result conducted not earlier than (6) months prior to the deadline of submission of bids, issued by the government laboratory testing center or government accredited private laboratory testing center or third party laboratory testing center, in case the government and government accredited private laboratory centers are not available. • Valid Test Report from a recognized body showing compliance to the following parameters: o Made from polyethylene (PE) plastic o Dimension: ▪ Item 1: 660.4 mm x 812.8 mm (-6mm) (26" x 32") ▪ Item 2: 762.0 mm x 939.8 mm (-6mm) (30" x 37") ▪ Item 3: 939.8 mm x 1016.0 mm (-6mm) (37" x 40") o Thickness (min.): 0.02mm o Tensile Strength at Break: ASTM D882 ▪ One Way: 15N/mm^2 (min.) ▪ Other Way: 12N/mm^2 (min.) o Elongation at Break: ASTM D882 ▪ One Way: 400% (min.) ▪ Other Way: 600% (min.) 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. **In case the PhilGEPS Certificate of Registration or any documents listed under its Annex A has expired after the bid opening, the bidder is required to submit the said documents anytime during the post-qualification stage.** **NOTE: Documents submitted during post-qualification as part of the post-qualification documents are encouraged to be certified by the authorized representative to be true copy/ies of the original. Submission of non-CTC documents is not a ground for disqualification.**
21.2	No further instructions.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).**

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	The Delivery Sites are: **PS Warehouse, PS Complex, RR Road Cristobal St., Paco, Manila; and End-User Agencies within Metro Manila; PS-DBM Pampanga Hub, Regional Government Center Maimpis, San Fernando City, Pampanga; Antipolo, Rizal; and Imus, Cavite** **Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered [*indicate place of destination*]. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate place of destination].* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is ***Ms. Catherine Anne Mirabel, Chief, WADD***. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: performance or supervision of on-site assembly and/or start-up of the supplied Goods; **Packaging –** The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. **Please refer to Section VII: Technical Specifications on the detailed instructions for packaging.** A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2	**Payment shall be made after acceptance and completion of each Call-Off.**
4	The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications. A visual comparison will be made with the approved sample for purposes of consistency in the physical appearance and color. **Note:** - *The Inspection Division shall coordinate with the awardee for the additional quanity/ies as replacement for every batch of delivery subject to acceptance test.* - *If applicable, confirmatory test will be conducted on the first (1st) tranche of delivery. The confirmatory test result will be valid and acceptable, for the purpose of inspection, for six (6) months from the date of test result. Succeeding confirmatory tests/pre-delivery inspection shall be conducted at least one (1) month prior to the end of the 6th-month validity. The Supplier shall ensure a valid test result throughout the duration of the contract.* - *Continuous random post acceptance inspection shall be conducted on deliveries nationwide.* - *The supplier shall replace defective items, or refund payments made by PS-DBM for previously delivered items that were later found to be rampantly defective.*
5.1	Warranty Retention: Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier. In accordance with Section 62.1 of the 2016 revised IRR of RA No. 9184, the obligations of the warranty shall be covered by either retention money in an amount equivalent to one percent (1%) of each payment, or special bank guarantee equivalent to one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period.

Section VI. Schedule of Requirements

FRAMEWORK AGREEMENT LIST
(Indicative Call-Off Schedule)

ITEM DESCRIPTION: Trashbag, Large Size	
MAXIMUM QUANTITY: 99,462 roll/pack	
ITEM NO.	**DELIVERY PERIOD AND DELIVERY SITES**
1	**1. Delivery Sites:** 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 **2. Delivery Period:** a. Within fifteen (15) calendar days (CD) upon receipt of Call-Off **3. The exact quantity will be determined in each Call-Off.**

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

9

FRAMEWORK AGREEMENT LIST
(Indicative Call-Off Schedule)

ITEM DESCRIPTION: Trashbag, XL Size	
MAXIMUM QUANTITY: 99,462 roll/pack	
ITEM NO.	**DELIVERY PERIOD AND DELIVERY SITES**
2	**1. Delivery Sites:** 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 **2. Delivery Period:** a. Within fifteen (15) calendar days (CD) upon receipt of Call-Off **3. The exact quantity will be determined in each Call-Off.**

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

9

FRAMEWORK AGREEMENT LIST
(Indicative Call-Off Schedule)

ITEM DESCRIPTION: Trashbag, XXL Size	
MAXIMUM QUANTITY: 132,616 roll/pack	
ITEM NO.	**DELIVERY PERIOD AND DELIVERY SITES**
3	**1. Delivery Sites:** 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 **2. Delivery Period:** a. Within fifteen (15) calendar days (CD) upon receipt of Call-Off **3. The exact quantity will be determined in each Call-Off.**

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

9

Section VII. Technical Specifications

D9

ITEM NO. 1	:	**Trashbag, Large Size**
MAXIMUM QUANTITY	:	**99,462 roll/pack**

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE*
TRASHBAG, LARGE SIZE See attached detailed Technical Specifications: PS STANDARD NO. JS 020:2023 UNSPSC Code No. 47121701-TB-P05 Shall conform to the Additional Packaging and Marking/Labeling Requirements.	Brand: Note: Brand shall be IPO registered

Note 1: *Valid Test Result conducted not earlier than six (6) months prior to the deadline of submission of bids, issued by the government laboratory testing center or government accredited private laboratory testing center or third party laboratory testing center, in case the government and government accredited private laboratory centers are not available.*

Note 2: *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, 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].*

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Technical Requirements for

TRASHBAG, LARGE SIZE

PRODUCT SPECIFICATIONS

- Made from polyethylene (PE) plastic
- PE shall contain a minimum of 30% post-consumer material
- Tubular type, with tie
- Color: Black, White or Green
- Tear Resistant, Leak-proof Bottom Seal
- Dimension: 660.4 mm x 812.8 mm (-6mm) (26" x 32")
- Thickness (min.): 0.02mm
- Tensile Strength at Break: ASTM D882
  - One Way: 15N/mm^2 (min.)
  - Other Way: 12N/mm^2 (min.)
- Elongation at Break: ASTM D882
  - One Way: 400% (min.)
  - Other Way: 600% (min.)

EVIDENCE AND VERIFICATION

- **Documentary Evidence:**
  - Technical dossier or certificate from the manufacturer that PE contains a minimum of 30% post consumer material.
  - Valid test report from a Government Accredited Testing Center.
- **Government Accredited Testing Center:**
  - Valid Test Report from a recognized body showing compliance to the following parameters:
    - Made from polyethylene (PE) plastic
    - Dimension: 660.4 mm x 812.8 mm (-6mm) (26" x 32")
    - Thickness (min.): 0.02mm
    - Tensile Strength at Break: ASTM D882
      - One Way: 15N/mm^2 (min.)
      - Other Way: 12N/mm^2 (min.)
    - Elongation at Break: ASTM D882
      - One Way: 400% (min.)
      - Other Way: 600% (min.)

- **In-House Test:**
  - Tubular type, with tie
  - Color: Black, White or Green
  - Tear Resistant, Leak-proof Bottom Seal
    - Leak-proof bottom seal shall be tested by filling each ten (10) pieces of trashbag with six(6) liters of water using a one (1) liter beaker for ten (10) minutes.
    - Result: All trashbags should pass the leak-proof test.
  - Perforation allows easy separation between trashbags, if applicable.
- Two (2) packs with marking/labeling shall be provided by the bidder during the submission of additional post-qualification documents for verification of the product specifications.

PACKAGING

- Ten (10) pieces per roll/pack
  Thirty (30) rolls/packs per sack or Standard Packaging of the Manufacturer.
- Additional Requirement on Packaging, refer to the attached Annex "A"

MARKING / LABELING

- Shall conform with the Consumer Act of the Philippines (R.A. 7394)

REFERENCES

- None

ITEM NO. 2	:	**Trashbag, XL Size**
MAXIMUM QUANTITY	:	**99,462 roll/pack**

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE*
TRASHBAG, XL SIZE See attached detailed Technical Specifications: PS STANDARD NO. JS 022:2023 UNSPSC Code No. 47121701-TB-P06 Shall conform to the Additional Packaging and Marking/Labeling Requirements.	Brand: Note: Brand shall be IPO registered

Note 1: *Valid Test Result conducted not earlier than six (6) months prior to the deadline of submission of bids, issued by the government laboratory testing center or government accredited private laboratory testing center or third party laboratory testing center, in case the government and government accredited private laboratory centers are not available.*

Note 2: *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, 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].*

9

PS STANDARD No. IS 022:2023
UNSPSC Code: 47121701-TB-P06

Technical Requirements for

TRASHBAG, XL SIZE

PRODUCT SPECIFICATIONS

- Made from polyethylene (PE) plastic
- PE shall contain a minimum of 30% post-consumer material
- Tubular type, with tie
- Color: Black, White or Green
- Tear Resistant, Leak-proof Bottom Seal
- Dimension:762.0 mm x 939.8 mm (-6mm) (30" x 37")
- Thickness (min.): 0.02mm
- Tensile Strength at Break: ASTM D882
    - One Way: 15N/mm^2 (min.)
    - Other Way: 12N/mm^2 (min.)
- Elongation at Break: ASTM D882
    - One Way: 400% (min.)
    - Other Way: 600% (min.)

EVIDENCE AND VERIFICATION

- **Documentary Evidence:**
    - Technical dossier or certificate from the manufacturer that PE contains a minimum of 30% post consumer material.
    - Valid test report from a Government Accredited Testing Center.
- **Government Accredited Testing Center:**
    - Valid Test Report from a recognized body showing compliance to the following parameters:
        - Made from polyethylene (PE) plastic
        - Dimension: 762.0 mm x 939.8 mm (-6mm) (30" x 37")
        - Thickness (min.): 0.02mm
        - Tensile Strength at Break: ASTM D882
            - One Way: 15N/mm^2 (min.)
            - Other Way: 12N/mm^2 (min.)
        - Elongation at Break: ASTM D882
            - One Way: 400% (min.)
            - Other Way: 600% (min.)

1 Technical Requirements for Trashbag

- **In-House Test:**
  - Tubular type, with tie
  - Color: Black, White or Green
  - Tear Resistant, Leak-proof Bottom Seal
    - Leak-proof bottom seal shall be tested by filling each ten (10) pieces of trashbag with eight(8) liters of water using a one (1) liter beaker for ten (10) minutes.
    - Result: All trashbags should pass the leak-proof test.
  - Perforation allows easy separation between trashbags, if applicable.
- Two (2) packs with marking/labeling shall be provided by the bidder during the submission of additional post-qualification documents for verification of the product specifications.

PACKAGING

- Ten (10) pieces per roll/pack
  Thirty (30) rolls/packs per sack or Standard Packaging of the Manufacturer.
- Additional Requirement on Packaging, refer to the attached Annex "A"

MARKING / LABELING

- Shall conform with the Consumer Act of the Philippines (R.A. 7394)

REFERENCES

- None

ITEM NO. 3	:	**Trashbag, XXL Size**
MAXIMUM QUANTITY	:	**132,616 roll/pack**

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE*
TRASHBAG, XXL SIZE See attached detailed Technical Specifications: PS STANDARD NO. JS 016:2023 UNSPSC Code No. 47121701-TB-P04 Shall conform to the Additional Packaging and Marking/Labeling Requirements.	Brand: Note: Brand shall be IPO registered

Note 1: *Valid Test Result conducted not earlier than six (6) months prior to the deadline of submission of bids, issued by the government laboratory testing center or government accredited private laboratory testing center or third party laboratory testing center, in case the government and government accredited private laboratory centers are not available.*

Note 2: *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, 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].*

PS STANDARD No. JS 016:2023
UNSPSC Code: 47121701-TB-P04

Technical Requirements for

TRASHBAG, XXL SIZE

PRODUCT SPECIFICATIONS

- Made from polyethylene (PE) plastic
- PE shall contain a minimum of 30% post-consumer material
- Tubular type, with tie
- Color: Black, White or Green
- Tear Resistant, Leak-proof Bottom Seal
- Dimension: 939.8 mm x 1016.0 mm (-6mm) (37" x 40")
- Thickness (min.): 0.02mm
- Tensile Strength at Break: ASTM D882
    - One Way: 15N/mm^2 (min.)
    - Other Way: 12N/mm^2 (min.)
- Elongation at Break: ASTM D882
    - One Way: 400% (min.)
    - Other Way: 600% (min.)

EVIDENCE AND VERIFICATION

- **Documentary Evidence:**
    - Technical dossier or certificate from the manufacturer that PE contains a minimum of 30% post consumer material.
    - Valid test report from a Government Accredited Testing Center.
- **Government Accredited Testing Center:**
    - Valid Test Report from a recognized body showing compliance to the following parameters:
        - Made from polyethylene (PE) plastic
        - Dimension: 939.8 mm x 1016.0 mm (-6mm) (37" x 40")
        - Thickness (min.): 0.02mm
        - Tensile Strength at Break: ASTM D882
            - One Way: 15N/mm^2 (min.)
            - Other Way: 12N/mm^2 (min.)
        - Elongation at Break: ASTM D882
            - One Way: 400% (min.)
            - Other Way: 600% (min.)



- **In-House Test:**
  - Tubular type, with tie
  - Color: Black, White or Green
  - Tear Resistant, Leak-proof Bottom Seal
    - Leak-proof bottom seal shall be tested by filling each ten (10) pieces of trashbag with ten (10) liters of water using a one (1) liter beaker for ten (10) minutes.
    - Result: All trashbags should pass the leak-proof test.
  - Perforation allows easy separation between trashbags, if applicable.
- Two (2) packs with marking/labeling shall be provided by the bidder during the submission of additional post-qualification documents for verification of the product specifications.

PACKAGING

- Ten (10) pieces per roll/pack
  Thirty (30) rolls/packs per sack or Standard Packaging of the Manufacturer.
- Additional requirement on Packaging, refer to the attached Annex "A"

MARKING / LABELING

- Shall conform with the Consumer Act of the Philippines (R.A. 7394).

REFERENCES

- None

ANNEX A - Additional Requirements on Packaging

1. On each pack, box, item (whichever is applicable), the following shall be legibly imprinted:
    - The name and logo of the Procurement Service
    - A statement which states that the item is "For Government Use Only"
    - Procured by Procurement Service-DBM

    The label must be printed on a non-removable or permanent sticker that is durable and when removed, will leave a residue.

2. If applicable:
    On each corrugated carton, or outer box, or outer packaging, the following shall be legibly imprinted:
    - The name and logo of the Procurement Service
    - A statement which states that the item is "For Government Use Only"
    - Procured by Procurement Service-DBM

    The label must be printed on a non-removable or permanent sticker that is durable and when removed, will leave a residue. The sticker must be placed on the dominant side of the box, and must be large enough to be seen and recognized from a short distance.

Note: Complete details of the sticker will be given to the responsive bidder upon receipt of Notice of Single/Lowest Calculated and Responsive Bid (S/LCRB).

Note: Recommended sticker design and dimensions.

3 x 5 cm



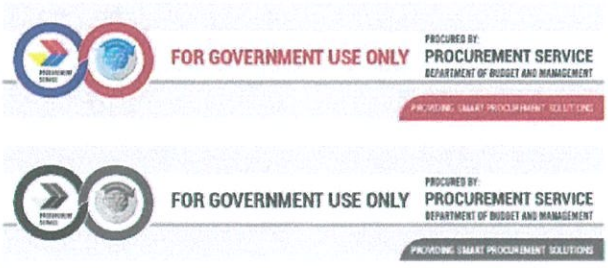
7 x 2 cm



1.4 x 2 inches



10.5 x 2 cm



2 x 6 inches





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Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid and Updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

(c)Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;
And

(d)Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**

(e)Conformity with the Schedule of Requirements and Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

(f)Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

(g)The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

Class "B" Documents

(h)If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

(i) For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos:

Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

(j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

(a) Original of duly signed and accomplished Financial Bid Form; **and**

(b) Original of duly signed and accomplished Price Schedule(s).

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Annex A

Bid Form

Date: _____

Invitation to Bid No: PB No. 23-027-2

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[_____]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *Supply and Delivery of Various Trashbag for the Procurement Service* in conformity with the said Bidding Documents.

Item No.	Qty/Unit	ITEMS/ DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	99,462 roll/pack	**TRASHBAG, LARGE SIZE**		
2	99,462 roll/pack	**TRASHBAG, XL SIZE**		
3	132,616 roll/pack	**TRASHBAG, XXL SIZE**		

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: _____
Item No. 2: _____
Item No. 3: _____

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 Various Trashbag 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 Various Trashbag 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 _____

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Schedule of Prices for Goods Offered From Abroad

Name of Bidder:_____	PB No. 23-027-2	Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

Schedule of Prices for Goods Offered From Within the Philippines

Name of Bidder:_____	PB No. 23-027-2	Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

_____ _____

[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 document 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;*

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Annex C

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

This is to certify that _____(company)_____ has the following completed contracts for the last five (5) years.

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

_____ Name and Signature of Authorized Representative

_____ Date

Instructions:

a) Cut-off date as of:
   (i) **Up to the day before the deadline of** submission of bids.

b) <u>In the column under "Dates", indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.</u>

c) **"Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.** *Example: "Supply and Delivery of Paper Products"*

Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts

This is to certify that _____(company)_____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

_____ Name and Signature of Authorized Representative

_____ Date

Instructions:

a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
   i. **The day before the deadline of** submission of bids.

b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document. **"Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.** *Example: "Supply and Delivery of Paper Products"*

Annex D

2023 Procurement Service Framework Agreement for the Supply and Delivery of Various Trashbag for the Procurement Service under Public Bidding No. 23-027-2

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	Quantity	UoM	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 and 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.

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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

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

[Name]
Director IV, Operations Group

[COMPANY]

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

[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:

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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.	-	P	.00
TOTAL		P	.00

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

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

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

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

ARTICLE V
MISCELLANEOUS PROVISIONS

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the 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 F

SUPPLIER'S LETTERHEAD

Date

Chairperson
PS-DBM Bids and Awards Committee II
Paco, Manila

Dear Sir:

This has reference to Public Bidding No. _____ for _____(Name of Project)_____. _____(Name of Company)_____ respectfully requests for the following:

( ) Withdraw of Bid Submissions
( ) Refund of Bid Security
(Attached is a photocopy of the Procurement Service Official Receipt)
( ) Cancellation of Credit Line Certificate

It is understood that _____waives its right to file any motion for reconsideration and/pr protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

_____
Authorized Signatory for the Company

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. 23-027-2*

To: ***Procurement Service-DBM***
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

Annex J

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice to Execute Framework Agreement (NEFA)]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20_____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

    a. Philippine Bidding Documents (PBDs);
        i. Schedule of Requirements;
        ii. Technical Specifications;
        iii. General and Special Conditions of Contract; and
        iv. Supplemental or Bid Bulletins, if any

    b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

    c. Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

    d. Performance Security;

e. Notice to Execute Framework Agreement (NEFA) of Contract; and the Bidder's conforme thereto; and

f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

[Insert Name and Signature]	*[Insert Name and Signature]*
[Insert Signatory's Legal Capacity]	*[Insert Signatory's Legal Capacity]*
for:	*for:*
[Insert Procuring Entity]	*[Insert Name of Supplier]*

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 ____.

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 K

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
1	47131812-AF-A01	AIR FRESHENER	can	Aerosol Products
2	47131803-DS-A01	DISINFECTANT SPRAY	can	
3	47131830-FC-A01	FURNITURE CLEANER	can	
4	10191509-IN-A01	INSECTICIDE	can	
5	12191601-AL-E04	ALCOHOL, Ethyl, 500ml	bottle	Cleaning Supplies
6	12191601-AL-E03	ALCOHOL, Ethyl, 1 Gallon	gallon	
7	47131829-TB-C01	CLEANER, toilet and urinal	bottle	
8	47131805-CL-P01	CLEANSER, scouring powder	can	
9	47131811-DE-B02	DETERGENT BAR	piece	
10	47131811-DE-P03	DETERGENT POWDER, all-purpose	pouch	
11	47131501-RG-C01	RAGS	bundle	Cleaning Supplies
12	47131602-SC-N01	SCOURING PAD	pack	
13	53131626-HS-S01	HAND SANITIZER	bottle	Cleaning Supplies and Household products
14	73101612-HS-L01	HAND SOAP, LIQUID, 500mL	bottle	

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
15	26111702-BT-A01	BATTERY, dry cell, AAA	pack	Dry Cell Batteries
16	26111702-BT-A02	BATTERY, dry Cell, size AA	pack	
17	26111702-BT-A03	BATTERY, dry Cell, size D	pack	
18	40101604-EF-C01	ELECTRIC FAN, ceiling mount, orbit type	unit	Electrical Appliances
19	40101604-EF-G01	ELECTRIC FAN, industrial, ground type	unit	
20	40101604-EF-S01	ELECTRIC FAN, stand type	unit	
21	40101604-EF-W01	ELECTRIC FAN, wall mount, plastic blade	unit	
22	31201502-TA-E01	TAPE, electrical	roll	Electrical Appliances
23	46191601-FE-M01	FIRE EXTINGUISHER, dry chemical	unit	Fire Suppression Product/Systems
24	46191601-FE-H01	FIRE EXTINGUISHER, pure HCFC	unit	
25	47131604-BR-S01	BROOM (walis tambo)	piece	Floor Care Products
26	47131604-BR-T01	BROOM (walis ting-ting)	piece	
27	47131802-FW-P03	FLOOR WAX, paste type, red	can	
28	47121804-MP-B01	MOP BUCKET	unit	

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
29	47131613-MP-H02	MOPHANDLE	piece	
30	47131619-MP-R01	MOPHEAD	piece	
31	52161535-DV-R04	DIGITAL VOICE RECORDER	unit	Information and Communications Technology Products
32	43211507-DSK001	DESKTOP COMPUTER, BASIC	unit	IT Products
33	43211507-DSK003	DESKTOP COMPUTER, MID-RANGE	unit	IT Products
34	45121517-DO-C02	DOCUMENT CAMERA	unit	
35	43201827-HD-X02	EXTERNAL HARD DRIVE, 1 TB	unit	
36	43202010-FD-U04	FLASH DRIVE	piece	
37	43211503-LAP003	LAPTOP, LIGHTWEIGHT	unit	
38	43211503-LAP004	LAPTOP, MID-RANGE	unit	
39	43211708-MO-O01	MOUSE, OPTICAL	unit	
40	45111609-MM-P01	MULTIMEDIA PROJECTOR	unit	
41	43212102-PR-D01	PRINTER, impact, dot matrix, 9 pins	unit	
42	43212102-PR-D02	PRINTER, impact, dot matrix, 24 pins	unit	

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
43	43212105-PR-L01	PRINTER, Laser, Monochrome	unit	
44	39101628-LB-L01	LIGHT EMITTING DIODE (LED), Light Bulb	piece	Lighting Supplies
45	39101628-LT-L01	LINEAR TUBE, Light Emitting Diode (LED), 18 watts	piece	
46	44121619-PS-M01	PENCIL SHARPENER	piece	Office Device
47	44101602-PU-P01	PUNCHER, paper, heavy duty	piece	
48	44121613-SR-P01	STAPLE REMOVER, plier-type	piece	
49	44121615-ST-B01	STAPLER, heavy duty (binder)	unit	
50	44121615-ST-S01	STAPLER, standard type	piece	
51	44121605-TD-T01	TAPE DISPENSER, Table Top	unit	
52	44101602-PB-M01	BINDING AND PUNCHING MACHINE	unit	Office Equipment
53	44101807-CA-C01	CALCULATOR, compact	unit	
54	44103202-DS-M01	DATER STAMP	piece	Office Equipment
55	44101603-PS-M01	PAPER SHREDDER	unit	
56	44101601-PT-M01	PAPER TRIMMER / CUTTING MACHINE, table top	unit	

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
57	13111203-AC-F01	ACETATE	roll	Office Supplies
58	44122037-RB-P10	BINDING RING/COMB, plastic, 32mm	bundle	
59	44121612-BL-H01	BLADE, for general purpose cutter/utility knife	tube	
60	13111201-CF-P02	CARBON FILM, legal	box	
61	44121710-CH-W01	CHALK, white, enamel	box	
62	60121413-CB-P01	CLEARBOOK, A4 size	piece	Office Supplies
63	60121413-CB-P02	CLEARBOOK, legal size	piece	
64	44122105-BF-C01	CLIP, backfold, 19mm	box	
65	44122105-BF-C02	CLIP, backfold, 25mm	box	Office Supplies
66	44122105-BF-C03	CLIP, backfold, 32mm	box	
67	44122105-BF-C04	CLIP, backfold, 50mm	box	
68	44121801-CT-R02	CORRECTION TAPE	piece	
69	44121612-CU-H01	CUTTER/UTILITY KNIFE, for general purpose	piece	
70	44111515-DF-B01	DATA FILE BOX	piece	

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
71	44122011-DF-F01	DATA FOLDER	piece	
72	44121506-EN-X02	ENVELOPE, expanding, plastic	piece	
73	44111912-ER-B01	ERASER, FELT, for blackboard/whiteboard	piece	
74	60121534-ER-P01	ERASER, plastic/rubber	piece	
75	44122118-FA-P01	FASTENER, metal, non-sharp edges	box	
76	44111515-FO-X01	FILE ORGANIZER	piece	Office Supplies
77	44122018-FT-D01	FILE TAB DIVIDER, A4	set	
78	44122018-FT-D02	FILE TAB DIVIDER, legal	set	
79	44122011-FO-T01	FOLDER with Tab, A4	pack	
80	44122011-FO-T02	FOLDER with Tab, Legal	pack	
81	44122011-FO-F01	FOLDER, fancy, with slide, A4	bundle	
82	44122011-FO-F02	FOLDER, fancy, with slide, legal	bundle	
83	44122011-FO-L01	FOLDER, L-type, A4	pack	
84	44122011-FO-L02	FOLDER, L-type, legal	pack	

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
85	44122027-FO-P01	FOLDER, pressboard	box	
86	31201610-GL-J01	GLUE, all purpose	jar	
87	44122008-IT-T01	INDEX TAB	box	
88	14111609-LL-C01	LOOSELEAF COVER, legal	bundle	Office Supplies
89	44111515-MF-B02	MAGAZINE FILE BOX, large	piece	
90	14111514-NP-S03	NOTEPAD, stick on, 3" x 3"	pad	
91	14111514-NP-S02	NOTEPAD, stick on, 2" x 3"	pad	
92	14111514-NP-S04	NOTEPAD, stick on, 3" x 4"	pad	
93	44122104-PC-G01	PAPER CLIP, vinyl/plastic coated, 33mm	box	
94	44122104-PC-J02	PAPER CLIP, vinyl/plastic coated, jumbo 50mm	box	
95	55121905-PH-F01	PHILIPPINE NATIONAL FLAG	piece	
96	44122101-RU-B01	RUBBER BAND, No. 18	box	
97	41111604-RU-P02	RULER, plastic, 450mm	piece	
98	44121618-SS-S01	SCISSORS, symmetrical / asymmetrical	pair	

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
99	12171703-SI-P01	STAMP PAD INK	bottle	Office Supplies
100	44121905-SP-F01	STAMP PAD, felt	piece	
101	31151804-SW-H01	STAPLE WIRE, for heavy duty staplers (23/13)	box	
102	31151804-SW-S01	STAPLE WIRE, standard	box	
103	31201503-TA-M01	TAPE, masking, 24mm	roll	
104	31201503-TA-M02	TAPE, MASKING, 48mm	roll	
105	31201517-TA-P01	TAPE, packaging, 48mm	roll	
106	31201512-TA-T01	TAPE, transparent, 24mm	roll	
107	31201512-TA-T02	TAPE, transparent, 48mm	roll	
108	31151507-TW-P01	TWINE, plastic	roll	
109	14111525-CA-A01	CARTOLINA, assorted colors	pack	Paper Products
110	14111506-CF-L11	COMPUTER CONTINUOUS FORM, 1 ply, 280 X 241mm	box	
111	14111506-CF-L12	COMPUTER CONTINUOUS FORM, 1 ply, 280mm x 378mm	box	Paper Products
112	14111506-CF-L21	COMPUTER CONTINUOUS FORM, 2 ply, 280mm x 241mm	box	

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
113	14111506-CF-L22	COMPUTER CONTINUOUS FORM, 2 ply, 280 X 378mm	box	
114	14111506-CF-L31	COMPUTER CONTINUOUS FORM, 3 ply, 280 X 241mm	box	
115	14111506-CF-L32	COMPUTER CONTINUOUS FORM, 3 ply, 280 X 378mm	box	
116	44121506-EN-D01	ENVELOPE, documentary, A4	box	
117	44121506-EN-D02	ENVELOPE, Documentary, Legal	box	
118	44121506-EN-X01	ENVELOPE, expanding, kraft, legal	box	
119	44121506-EN-M02	ENVELOPE, Mailing	box	
120	44121504-EN-W02	ENVELOPE, mailing, with window	box	
121	14111514-NB-S01	NOTEBOOK, stenographer	piece	
122	14111531-PP-R01	PAD PAPER, ruled	pad	
123	14111507-PP-M01	PAPER, MULTICOPY, A4	ream	Paper Products
124	14111507-PP-M02	PAPER, MULTICOPY, Legal	ream	
125	14111507-PP-C01	PAPER, MULTI-PURPOSE, A4	ream	
126	14111507-PP-C02	PAPER, MULTI-PURPOSE, legal	ream	

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
127	14111503-PA-P01	PAPER, parchment	box	
128	14111531-RE-B01	RECORD BOOK, 300 pages	book	
129	14111531-RE-B02	RECORD BOOK, 500 pages	book	
130	14111704-TT-P02	TOILET TISSUE PAPER, 2-ply	pack	
131	14111704-TT-P04	TISSUE, Interfolded Paper Towel	pack	Paper Products
132	60121124-WR-P01	WRAPPING PAPER, kraft	pack	
133	47131601-DU-P01	DUST PAN	piece	Plastic Molded Products
134	56101504-CM-B01	MONOBLOC CHAIR, beige	piece	
135	56101504-CM-W01	MONOBLOC CHAIR, white	piece	
136	56101519-TM-S02	MONOBLOC TABLE, beige	unit	
137	56101519-TM-S01	MONOBLOC TABLE, white	unit	
138	47121701-TB-P05	TRASHBAG, Large size	pack	
139	47121701-TB-P06	TRASHBAG, XL size	pack	
140	47121701-TB-P04	TRASHBAG, XXL size	pack	
141	47121702-WB-P01	WASTEBASKET, non-rigid plastic	piece	

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
142	55101524-RA-H01	HANDBOOK (RA 9184)	book	Printing Services
143	44121716-MA-F01	MARKER, fluorescent	set	Writing Instruments
144	44121708-MP-B01	MARKER, permanent, BLACK	piece	
145	44121708-MP-B02	MARKER, permanent, BLUE	piece	
146	44121708-MP-B03	MARKER, permanent, RED	piece	
147	44121708-MW-B01	MARKER, whiteboard, Black	piece	
148	44121708-MW-B02	MARKER, whiteboard, Blue	piece	
149	44121708-MW-B03	MARKER, whiteboard, Red	piece	
150	44121706-PE-L01	PENCIL, lead, with eraser	box	
151	60121524-SP-G01	SIGN PEN, extra fine, Black	piece	
152	60121524-SP-G02	SIGN PEN, extra fine, Blue	piece	
153	60121524-SP-G03	SIGN PEN, extra fine, Red	piece	
154	60121524-SP-G04	SIGN PEN, fine tip, Black	piece	
155	60121524-SP-G05	SIGN PEN, fine tip, Blue	piece	Writing Instruments
156	60121524-SP-G06	SIGN PEN, fine tip, Red	piece	

NO.	ITEM CODE	ITEM DESCRIPTION	UOM	SIMILAR CONTRACT SHALL REFER TO:
157	60121524-SP-G07	SIGN PEN, medium tip, Black	piece	
158	60121524-SP-G08	SIGN PEN, medium tip, Blue	piece	
159	60121524-SP-G09	SIGN PEN, medium tip, Red	piece	


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