PHILIPPINE BIDDING DOCUMENTS

Supply and Delivery of Record Book, 300 pages for the Procurement Service

(FRAMEWORK AGREEMENT)

Procurement through Electronic Bidding under the Modernized PhilGEPS

Public Bidding No. 25-025-2

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Glossary of Acronyms, Terms, and Abbreviations

Approved Budget for the Contract (ABC) – refers to the budget for the contract duly approved by the Head of the Procuring Entity (HoPE), within the authorized amount in the General Appropriations Act (GAA), continuing, and automatic appropriations, or other authorized source of funds, in the case of National Government Agencies (NGAs); the corporate operating budget approved by the governing Boards, pursuant to Executive Order (EO) No. 518, s. 1979, entitled "Establishing a Procedure for the Preparation and Approval of the Operating Budgets of Government Owned or Controlled Corporations, in the case of GOCCs, GFIs, and RA No. 8292, or the "Higher Education Modernization Act of 1997", in the case of SUCs; and the budget for the contract approved by the Sanggunian through an appropriation ordinance in the case of LGUs. For multi-year contracts, for which a Multi-Year Contractual Authority (MYCA) or an equivalent document is required, the ABC shall be the total project cost reflected in the MYCA or equivalent document;

Bids and Awards Committee (BAC) – refers to the Committee established in accordance with Article V of Republic Act No. 12009 and its IRR;

Bid – refers to a signed offer or proposal submitted by a supplier, manufacturer, distributor, contractor, consultant, and service provider in response to the requirements of the Procuring Entity as stated in the bidding documents;

Bidder – refers to a supplier, manufacturer, distributor, contractor, consultant, and service provider who submits a bid in response to the requirements of the Procuring Entity as stated in the bidding documents;

Bidding Documents – refer to documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary for a prospective bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity.

BIR – Bureau of Internal Revenue.

Blacklisting - refers to an administrative penalty imposed by the HoPE which prohibits a person or an entity, including its affiliates, from participating in all government procurement activities during the period of disqualification.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – refer to services for Infrastructure Projects and other types of projects or activities of the government requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the government to undertake such as, but not limited to: (1) advisory and review services; (2) pre-

investment or feasibility studies; (3) design; (4) construction supervision; (5) management and related services; and (6) other legal and technical services or special studies;

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.

Financial Eligibility - refers to having the financial capacity to manufacture, distribute, or deliver the Goods, Infrastructure Projects, and Consulting Services being procured;

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.

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 (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any

kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition;

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

Head of the Procuring Entity (HoPE) - refers to (i) the head of the agency or body, or the duly authorized official, for NGAs, constitutional commissions or offices, and other branches of government; (ii) the governing board or the duly authorized official, for GOCCs, GFIs and SUCs; or (iii) the local chief executive, for LGUs; Provided, however, That in a department, bureau, office, or agency where the procurement is decentralized, the head of each decentralized unit shall be considered as the HoPE, subject to the limitations and authority delegated by the head of the department, bureau, office, or agency;

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. For purposes of, and throughout this IRR, the term "Infrastructure Projects" shall have the same meaning as, and shall be used interchangeably with, "civil works" or "works;"

Legal Eligibility - refers to having the legal capacity to act as an entity as evidenced by permits, licenses, and/or registrations required by law to engage in the business of manufacturing, distributing, or delivering the Goods, Infrastructure Projects, or Consulting Services being procured;

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

Philippine Government Electronic Procurement System (PhilGEPS) - refers to the single electronic procurement portal managed by the Procurement Service-DBM (PS-DBM) as provided in Section 20 of RA No. 12009 and its IRR;

Procurement Project – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Procuring Entity. In the case of a project

involving mixed procurement, the nature of the procurement, i.e., Goods, InfrastructureProjects, or Consulting Services, shall be determined based on the primary purpose of the project. Procurement shall also include the lease of goods and real estate. With respect to real property, the acquisition thereof shall be governed by the provisions of RA No. 10752 and other applicable laws, rules, and regulations;

Procuring Entity - refers to any branch, department, bureau, office, agency, or instrumentality of the government, including SUCs, GOCCs, GFIs, and LGUs procuring Goods, Infrastructure Projects, and Consulting Services;

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.

Technical Eligibility - refers to having the experience or expertise to undertake the services, manufacturing, distribution, or delivery of the Goods, Infrastructure Projects, and Consulting Services being procured;

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF RECORD BOOK, 300 PAGES FOR THE PROCUREMENT SERVICE

PUBLIC BIDDING NO. 25-025-2

1. The **PROCUREMENT SERVICE – DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM)**, using a *Single Year* Framework Agreement, through the 2025 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	290,000 books	Record Book, 300 pages	₱90.00	₱26,100,000.00	₱25,000.00

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The ***PS-DBM*** now invites bids for the **SUPPLY AND DELIVERY OF RECORD BOOK, 300 PAGES**. 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 *ten (10) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted in accordance with the Government Procurement Policy Board (GPPB) Resolution No. 12-2022 (Approving the Proposed Revised Electronic Bidding Guidelines of the Modernized Philippine Government Electronic Procurement System). The preliminary examination of bids shall be conducted using a non-discretionary "pass/fail" criterion as specified in Section 59 of the Implementing Rules and Regulations (IRR) of Republic Act .(RA) No. 12009. The award shall be given to the bidder with the **Lowest Calculated Responsive Bid (LCRB)** following the procedures under Sections 61 and 63 of the same IRR.

   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 No. 5183.

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

5. A complete set of Bidding Documents may be acquired by interested Bidders from the BAC Secretariat 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, 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 **03 June 2025; 10:00 A.M .**at PS Conference Room, PS Complex Cristobal St., Paco, Manila and/or through video conferencing or webcasting via *Google meet thru this link* **meet.google.com/rav-ppir-zjh** which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through electronic submission through the e-bidding facility of the Modernized PhilGEPS (mPhilGEPS) (https://www.philgeps.gov.ph) on or before **17 June 2025; 09:00 A.M.**. **Late bids shall not be accepted.**

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 **17 June 2025; 09:00 A.M.** at PS Conference Room, PS Complex Cristobal St., Paco, Manila and/or via *Google meet thru this link* **meet.google.com/wgz-whff-pcu**, Bids will be opened in the presence of the bidders or their duly authorized representatives who choose to attend the activity.

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

Posting of Invitation to Bid	27 May 2025
Issuance and Availability of Bid Documents	27 May 2025
Pre-Bid Conference	03 June 2025; 10:00 A.M.
Last Day of Submission of Written Clarifications	07 June 2025
Last day of Issuance of Supplemental/Bid Bulletin	10 June 2025
Deadline for Submission and Receipt of Bids	17 June 2025; 09:00 A.M.
Opening of Bids	Immediately after the Deadline of Submission and Receipt of Bids

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 64 and 70 of the IRR of RA No. 12009, 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 – DBM
Cristobal St., Paco, Manila
8290-6300 loc. 8033/8060
bacsec@ps-philgeps.gov.ph

13. For purposes of e-bidding facility clarifications, please refer to:
Ron Cyprus G. Obniala
Information System Analyst
Procurement Service – PhilGEPS
Cristobal Street, Paco, Manila
rcobniala@ps-philgeps.gov.ph
09090648277

14. You may visit the following websites:

For downloading of Bidding Documents, please refer to the following link: (mPhilGEPS) **https://www.philgeps.gov.ph** or **https://ps-philgeps.gov.ph**

Date of Issue: May 27, 2025

SIGNATURE REDACTED

ROMMEL D. RIVERA
Chairperson, Bids and Awards Committee II

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, ***PS-DBM,*** wishes to receive Bids for the **Supply and Delivery of Record Book, 300 pages for the Procurement Service** under a Framework Agreement, with identification number **Public Bidding No. 25-025-2.**

The Procurement Project (referred to herein as "Project") is composed of **one (1) item**, 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 **2025** in the amount of **₱26,100,000.00**.

2.2. The source of funding is: **PS-DBM Revolving Funds**

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 12009 and its 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.

5.3. Pursuant to Section 52.4.1.3 of the IRR of RA No.12009,

The bidder must have completed, within a period of ten (10) years from the submission of the bid, unless a shorter period is indicated in the Invitation to Bid, an SLCC that is similar to the procurement project to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC.

If the Procuring Entity determines that it is necessary to adopt a different SLCC requirement to ensure broader bidder participation while establishing their technical capacity, it may allow **[see BDS]** bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus:

a) The bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and

b) The bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 52 of the IRR of RA No. 12009.

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** Clause5.3 should have been completed within **ten (10)** ***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 the appropriate agency shall be provided by the Bidder in accordance with Section 79 of the IRR of RA No. 12009.

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 60.2 of the IRR of RA No. 12009.

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 the **BDS.**

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.

ii. The price of other (incidental) services, if any, as listed in the **BDS.**

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:

a. 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 until ***120 calendar days from the date of opening 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 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

[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.

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

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 58.4 of the IRR of RA No. 12009 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 59 of the IRR of RA No. 12009.

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 79.5 of the IRR of RA No. 12009.

18.2 For products and services governed by the TPS, the domestic preference in procurement shall be in accordance with the IRR or guidelines issued for the Republic Act No. 11981 or the Tatak Pinoy Act.

18.3 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 61 of the IRR of RA No. 12009.

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 may be. In this case, the Bid Security as required by **ITB** Clause 14 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 52.4.1.4 of the IRR of RA No. 12009. 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:

One Project having several items that shall be awarded as one contract.

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 52.4.1.4 of the IRR of RA No. 12009, 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; provided, that if the same is issued by a foreign bank, it shall be confirmed or authenticated by a local bank.

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 66.1 of the IRR of RA No. 12009 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

ITB Clause	
5.3	For the purpose of similar contracts, it shall be defined as: 1. The bidder must have completed, **within a period of ten (10) years** from the submission of the bid, unless a shorter period is indicated in the Invitation to Bid, **an SLCC that is similar** to the procurement project to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC. **In the alternative, bidders are allowed** to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus: a) The bidder should have completed **at least one (1) similar to contract amounting to at least 25%** of the ABC; and b) The bidder should have completed **other contracts, whether similar or not, with an aggregate amount of at least 25%** of the ABC. 2. Those contracts that are classified as, or similar but not limited to, those listed under Section VIII. Annex "J": Office Supplies
7.1	*Not applicable.*
12	The price of the Goods shall be quoted: a. DDP PS-DBM Warehouse, PS Complex, Cristobal St., Paco, Manila; b. DDP PS-DBM Pampanga Depot (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.

14.1	The bid security shall be in the form of a Bid Securing Declaration attached in Section VIII as Annex H, or any of the following forms and amounts: a. The amount of not less than **₱522,000.00** *equivalent to two percent (2%) of ABC*, if bid security is in cash, cashier's/manager's check, or b. The amount of not less than **₱1,305,000.00,** *equivalent to five percent (5%) of ABC* if bid security is in bank draft/guarantee or irrevocable letter of credit confirmed or authenticated by a bank, if issued by a foreign bank, or c. The amount of not less than **₱1,305,000.00**, *equivalent to five percent (5%) of ABC* if bid security is in the form of Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.
	The bid security in the form of cashier's/manager's check shall be payable to **PROCUREMENT SERVICE – DBM.** The Bids Securing Declaration shall be uploaded in the mPhilGEPS while for other forms of Bid Security, prospective bidders may pay the PEs in two ways: (i) through an online payment facility integrated in the mPhilGEPS, once it is available; or (ii) directly to the collecting officer of the PE. In case the bid security is paid directly to the collecting officer of the PE, the prospective bidder shall prepare and upload a scanned copy of the receipt of cash payment or other forms of the Bid Security as stated in Section 56 of the IRR, together with the electronic bid. The original copies of the Bid Securing Declaration, or other forms of bid security, except cash, shall be submitted by the bidder during the post-qualification stage. The non-submission of these forms within the prescribed period shall render the bid submission as non-compliant and shall result in the post-disqualification of the bidder.
19.3	The NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder:

Item No.	***Quantity***	***Item/Description***	***ABC***
1	*290,000 books*	*Record Book, 300 pages*	₱26,100,000.00

20.2	**A. The Following document(s) shall be submitted through the E-Bidding facility of the Modernized PhilGEPS within the non-extendible period of five (5) calendar days upon receipt of the Notice of S/LCB:** 1. Copies of the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), 2. Income Tax Returns for the year 2024 (BIR Form 1701 or 1702). 3. Latest Value Added Tax Returns (2550Q) or Percentage Tax Returns (Form 2551Q) filed for the preceding quarter, which should not be earlier than two (2) quarters from the date of submission and receipt of bid; 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. 4. 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. 5. Any evidence as defined in Section VII. Technical Specification, if applicable. In case the PhilGEPS Certificate of Registration or any documents listed under its Annex A has expired after the bid opening, the bidder shall be responsible for immediately updating its PhilGEPS Certificate of Registration or any documents listed under its Annex A. **B. Physical submission[2] of the following:** 1. Product sample as required under Section VII. Technical Specifications 2. Original copy of the Bid Security, except cash, submitted during the deadline for submission and receipt of bids, in case scanned copies were submitted during the opening of bids. 3. Original copy of the Omnibus Sworn Statement with corresponding authority of signatory, in case scanned copies were submitted during the opening of bids.
21.2	No further instructions.

[2] shall be submitted during office hours (Mondays to Fridays from 8:00AM to 5:00PM)

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. 12009 and its d IRR, including the latest 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 112.1 and 112.2 of the IRR of RA No. 12009 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 Section 71.1.5 of the IRR of RA No. 12009.

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 of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in the form prescribed in the SCC, in accordance with Section 68.1 of the IRR of RA No. 12009.

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 90.1 of the IRR of RA No. 12009.

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: **NCR** PS-DBM Warehouse, PS-DBM Complex, Cristobal St., Paco, Manila; **End-Users** Agencies Within Metro Manila, Antipolo, Rizal, Imus, Cavite and PS-DBM Pampanga Depot (Regional Center Maimpis, San Fernando City, Pampanga). **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,* the delivery terms applicable to the Contract are DDP delivered at the delivery sites aforementioned. In accordance with INCOTERMS." *For Goods supplied from within the Philippines,* the delivery terms applicable to this Contract are delivered at the delivery sites aforementioned. 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 Ann 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: a. performance or supervision of on-site assembly (loading and unloading) and/or start-up of the supplied Goods; The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

	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.
3	The performance security shall be in the form of Performance Securing Declaration (attached as Annex I). The performance security may be released by the Procuring Entity after the issuance of the Certificate of Final Acceptance; Provided, That the Procuring Entity has no claims filed against the performance security
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: 1. The Inspection Division (ID) shall coordinate with the awardee for the additional quantity/ies as replacement for every batch of delivery subject to acceptance test. 2. If applicable, a confirmatory test will be conducted on the first (1st) tranche of delivery. The validity of the test result shall be valid for one (1) year or until the exhaustion of the contract, whichever comes first. The same test result shall be valid for the Repeat Order immediately following the contract, if any. However, the PS-DBM is not precluded from conducting testing/production compliance with the technical specifications during the existence of the contract. The Supplier shall ensure a valid test result throughout the duration of the contract. 3. Laboratory fees to be incurred during the confirmatory tests shall be borne by the supplier. Proof of payment shall be submitted to the ID within two (2) working days upon receipt of the Endorsement Letter (EL). **Failure to do so shall be a ground of rejection.**

	4. For items under direct deliveries, the supplier shall request a Pre-Delivery Inspection (PDI) within one (1) day from receipt of the Call-Off or FA. The delivery period shall be tolled from the date of supplier's request for PDI or submission of delivery receipt, whichever is applicable, and shall resume from the receipt of the Pre-Delivery Inspection and Evaluation Report (PDIER), or Delivery Rejection Notice (DRN). For deliveries nationwide, a continuous random post-acceptance inspection may be conducted as applicable. 5. For Bulk Ordering (High Demand) items, the supplier shall submit a Mother delivery receipt within one (1) day from receipt of the Call-Off (CO) or FA. The quantity specified in the CO is estimated to cover at least two (2) months' capacity based on Average Monthly Withdrawals (AMW). The supplier's warehouse shall function as an "extended warehouse" of the PS-DBM. Notice of Delivery (NOD) shall be issued. 6. In case of rejection of items delivered in PS-DBM Warehouse, PS-DBM Complex, the delivery period shall toll from the actual date of delivery and resume from the receipt of the DRN. 7. 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. 8. Test results submitted during the post-qualification stage of bidding shall not be used as a reference by the ID during Inspection. 9. The supplier shall submit all documentary requirements, if any, necessary to the inspection of the item as requested by the ID within five (5) working days upon receipt of request. **Failure to do so shall be a ground for rejection.**
5	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 90.1 of the IRR of RA No. 12009, 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 be automatically released by the Procuring Entity after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof; Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met

Section VI. Schedule of Requirements

CONFORMITY WITH THE SCHEDULE OF REQUIREMENTS

FRAMEWORK AGREEMENT LIST **(Indicative Call-Off Schedule)**		
No.	***Item Description***	***Maximum Quantity***
1	***Record Book, 300 pages***	***290,000 books***
Delivery Period:		*Within fifteen (15) calendar days upon issuance of Call-off.*
Delivery Sites:		a. PS Warehouse, PS Complex, Cristobal St., Paco, Manila b. Direct Delivery to End-User Agencies within Metro Manila; PS-DBM Pampanga Depot (Regional Government Center Maimpis, San Fernando City, Pampanga); Antipolo, Rizal; and Imus, Cavite
Remarks:		*The exact quantity will be determined in each Call-Off.*

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

Company Name: _____

Name and Signature of Authorized Representative: _____

Date Signed: _____

Section VII. Technical Specifications

8

CONFORMITY WITH THE TECHNICAL SPECIFICATIONS

No.	*Item Description*	*Maximum Quantity*
1	***Record Book, 300 pages***	***290,000 books***
Agency Specifications		*Bidder's Statement of Compliance*[3]
Record Book, 300 pages Shall conform with the minimum requirements unless specified, see attached detailed Technical Specifications under: PS STANDARD NO. PP 023:2023 UNSPSC Code No. 14111531-RE-B01 Shall conform to the Additional Packaging Requirements.		***Bidders must state here either "Comply" or "Not Comply"***

Note 1: Product sample shall be submitted by the S/LCB within the non-extendible period of five (5) calendar days upon receipt of the Notice of S/LCB.

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.

Company Name: _____

Name and Signature of Authorized Representative: _____

Date Signed: _____

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

Technical Requirements for

RECORD BOOK, 300 PAGES

PRODUCT SPECIFICATIONS

- Leaves/pages shall be white bond, non-blot:
  - Basis Weight (-5%): 55gsm
  - Thickness (min.): 0.07mm
  - Size (min.): 265mm x 205mm (L x W)
  - Machine pre-numbered pages
  - 300 pages min.
- Cover:
  - Material: Laminated Chipboard
  - Thickness (min.): 1.5mm
  - Size (min.): 278mm x 214mm (L x W)
- Margins
  - Top (-2mm): 25mm
  - Bottom (±4mm): 8mm
  - Left/Right: Manufacturer's Standard
- Number of spaces (min.): 37
- Writing lines shall be printed on both pages of each sheet
- Durable smyth sewn binding
- With "Official Record Book" printed on the outside of the front cover
- Paper shall be at least Elemental Chlorine Free (ECF)

EVIDENCE and VERIFICATION

- **Documentary Evidence to be submitted during Post-qualification:**
  - Technical dossier from the manufacturer with evidence that the Elemental Chlorine Free (ECF) is met.
- **In-House Test:**
  - Leaves/pages shall be white bond, non-blot:
    - A 0.5mm-needle point sign pen shall not blot when used on the paper.
    - Determine the basis weight of a sheet by using a digital weighing scale:
      - Basis Weight (-5%): 55gsm
    - Determine the thickness of a sheet by using a digital micrometer:

        - Thickness (min.): 0.07mm
    - Determine the dimension by using a steel ruler:
        - Size (min.): 265mm x 205mm (L x W)

    - Machine pre-numbered pages
    - 300 pages min.
- Cover:
    - Material: Laminated Chipboard
    - Determine the thickness of the cover using a digital micrometer:
        - Thickness (min.): 1.5mm including lamination
    - Determine the dimension of the cover by using a steel ruler:
        - Size (min.): 278mm x 214mm (L x W)
- Margins
    - Determine the dimension by using a steel ruler:
        - Top (-2mm): 25mm
        - Bottom (±4mm): 8mm
        - Left/Right: Manufacturer's Standard
    - Number of spaces (min.): 37
- To verify the smyth sewn binding:
    - Destruct the binding of the record book, then remove the glued part to see the smyth sewn binding.
- Writing lines shall be printed on both pages of each sheet
- With "Official Record Book" printed on the outside of the front cover

- Three (3) books and one (1) piece sample of packaging 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) books per bundle or Standard packaging of the manufacturer
- Additional Requirement on Packaging, refer to the attached Annex "A"

MARKING/LABELING

- **Shall conform with the minimum Marking and Labeling Requirements under Article 77 of Republic Act 7394 (Consumer Act of the Philippines) whichever is/are applicable among those requirements to this item.**

REFERENCES

- None

2 Technical Requirements for Record Book, 300 pages

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/LCRP).

(Recommended sticker design and dimensions.)

2 x 6 inches

(Recommended sticker design and dimensions.)

3 x 5 cm

7 x 2 cm

1.4 x 2 inches

10.5 x 2 cm

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Legal Documents

☐ (a) Valid and Updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 20.2.9 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 52.4.1.3 and 52.4.2.4 of the IRR of RA No. 12009, within the relevant period as provided in the Bidding Documents; and

☐ (d) 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) Duly signed Omnibus Sworn Statement (OSS) and 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, whichever is applicable.

☐ (g) 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.

☐ (h) *[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.

Financial Documents

☐ (i) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** **A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

II. FINANCIAL COMPONENT ENVELOPE

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

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

☐ (l) Certification from the appropriate agency if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Annex A

BID FORM

Date : _____
Public Bidding No. 25-025-2

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

Having examined the Philippine Bidding Documents (PBDs) including the **Supplemental or Bid Bulletin Numbers** *[ ]*the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Deliver Record Book, 300 pages for the Procurement Service** in conformity with the said PBDs for the sum below or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all applicable taxes, such as, but not limited to, those which are itemized herein or in the Price Schedules,

Item No.	***Item Description***	***Quantity***	***Unit Price (In figures)***	***Total Bid Price (In figures)***
1	*Record Book, 300 pages*	*290,000 books*		

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: _____

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of ***[name of the bidder]*** as evidenced by the attached *Authority of Signatory*.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. PB No. 25-025-2 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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. PB No. 25-025-2 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 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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and 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 **Supply and Delivery of Record Book, 300 pages for the Procurement Service under PB No. 25-025-2** of the **Procurement Service-DBM**, 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 for **Supply and Delivery of Record Book, 300 pages for the Procurement Service under PB No. 25-025-2** of the **Procurement Service-DBM**, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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; and

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 for **Supply and Delivery of Record Book, 300 pages for the Procurement Service under PB No. 25-025-2.**

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.: _____

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

[Insert NAME OF BIDDER OR ITS 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;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.

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 ten (10) 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 and receipt of bids.

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

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

Annex D

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 **the day before the deadline of** submission and receipt 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 Office Supplies"*

Annex E

2025 Procurement Service Framework Agreement for the Supply and Delivery of Record Book, 300 pages for the Procurement Service under Public Bidding No. 25-025-2

Framework Agreement For the Supply and Delivery of Record Book, 300 pages for the Procurement Service

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this_____day of_____2025, 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 **Record Book, 300 pages ,** for the Procurement Service;

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

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

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

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

NOW, THEREFORE, the parties hereby agree as follows:

Article I
GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. **PS-DBM** is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with **PS-DBM** as the Procuring Entity. The **Supplier** may not require or demand for the latter to purchase the items in the Framework Agreement List.

2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract as reflected in the Bid Documents attending the procurement and made 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.

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. 12009 and its 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 Entities 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]
Deputy Executive Director IV, Operations, Logistics and Supply Chain Group
Procurement Service- DBM

[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 Office
Procurement Service - DBM

[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 _____ 2025 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 F

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS :

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

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

- and –

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

- and –

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

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

WITNESSETH: That

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

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

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

ARTICLE I
ORGANIZATION OF THE JOINT VENTURE

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

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

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

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

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

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

ARTICLE II
PURPOSE

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

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

ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES

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

ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS

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

A.	-	P	.00
B.	-	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 personally appeared of (month & year) the following:

Name	ID Name, Number and Validity Date

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

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____until_____
Roll of Attorneys No. _____
PTR No., *[date issued], [place issued]*
IBP No., *[date issued], [place issued]*

Doc. No. ___
Page No. ___
Book No. ___
Series of ___.

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

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

Annex G

Proforma for Request to Withdraw Documents, Refund of Bid Security or Cancellation of Credit Line Certificate

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/or protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

Authorized Signatory for the Company

Annex H

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION
Supply and Delivery of Record Book, 300 pages for the Procurement Service
Invitation to Bid: *Public Bidding No. 25-025-2*

To: Procurement Service - DBM
PS Complex, 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 procurement 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 No. 9184 and similar provisions in RA12009 and its IRR; 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; and
   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.

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 OR ITS 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].

Doc. No. _____
Page No. _____
BookNo.
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 of Award]

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

PERFORMANCE SECURING DECLARATION

Supply and Delivery of Record Book, 300 pages for the Procurement Service
Invitation to Bid: *Public Bidding No. 25-025-2*

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

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 68.5 of the IRR of RA No. 12009 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 OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Annex J

NO.	ITEM	IDMD RECOMMENDED CLASSIFICATION
1	Alcohol, Ethyl, 1 gallon	Cleaning and/or Janitorial Supplies
2	Alcohol, Ethyl, 500ml	Cleaning and/or Janitorial Supplies
3	Air Freshener	Cleaning and/or Janitorial Supplies
4	Broom (Walis Tambo)	Cleaning and/or Janitorial Supplies
5	Broom (Walis Tingting)	Cleaning and/or Janitorial Supplies
6	Cleaner, Toilet Bowl and Urinal	Cleaning and/or Janitorial Supplies
7	Cleanser, Scouring Powder	Cleaning and/or Janitorial Supplies
8	Detergent Bar	Cleaning and/or Janitorial Supplies
9	Detergent Powder, All Purpose	Cleaning and/or Janitorial Supplies
10	Disinfectant Spray	Cleaning and/or Janitorial Supplies
11	Dust Pan	Cleaning and/or Janitorial Supplies
12	Floor Wax, Paste Type, Red	Cleaning and/or Janitorial Supplies
13	Furniture Cleaner	Cleaning and/or Janitorial Supplies
14	Hand Sanitizer, 500ml	Cleaning and/or Janitorial Supplies
15	Hand Soap, Liquid, 500ml	Cleaning and/or Janitorial Supplies
16	Rags	Cleaning and/or Janitorial Supplies
17	Scouring Pad	Cleaning and/or Janitorial Supplies
18	Trashbag, Large Size	Cleaning and/or Janitorial Supplies
19	Trashbag, XL Size	Cleaning and/or Janitorial Supplies

20	Trashbag, XXL Size	Cleaning and/or Janitorial Supplies
21	Wastebasket	Cleaning and/or Janitorial Supplies
22	Insecticide	Aerosol and/or Pest Control Products
23	Electric Fan, Ceiling Mount, Orbit Type	Electrical appliances, equipment and/or supplies
24	Electric Fan, Industrial, Ground Type	Electrical appliances, equipment and/or supplies
25	Electric Fan, Stand Type	Electrical appliances, equipment and/or supplies
26	Electric Fan, Wall Mount	Electrical appliances, equipment and/or supplies
27	Fire Extinguisher, Dry, Chemical	Fire Suppression product/System
28	Desktop for Basic Users	ICT Products
29	Desktop for Mid-range Users	ICT Products
30	Digital Voice Recorder	ICT Products
31	Document Camera	ICT Products
32	External Hard Drive	ICT Products
33	Flash Drive	ICT Products
34	Laptop, Lightweight	ICT Products
35	Laptop, Midrange	ICT Products
36	Mouse, Optical	ICT Products
37	Multimedia Projector	ICT Products
38	Printer, Laser, Monochrome	ICT Products
39	Binding and Punching Machine	Office Machines and their supplies and accessories

40	Calculator, Compact	Office Machines and their supplies and accessories
41	Dater Stamp	Office Machines and their supplies and accessories
42	Paper Shredder	Office Machines and their supplies and accessories
43	Paper Trimmer, Cutting Machine	Office Machines and their supplies and accessories
44	Puncher, Paper, Heavy Duty	Office Machines and their supplies and accessories
45	Acetate	Office Supplies
46	Binding Ring/Comb, Plastic, 32mm	Office Supplies
47	Blade, for general purpose cutter/utility knife	Office Supplies
48	Carbon Film, Legal, size	Office Supplies
49	Cartolina, Assorted Colors	Office Supplies
50	Chalk, White Enamel	Office Supplies
51	Clearbook, A4 size	Office Supplies
52	Clearbook, Legal size	Office Supplies
53	Clip, Backfold, 19mm	Office Supplies
54	Clip, Backfold, 25mm	Office Supplies
55	Clip, Backfold, 32mm	Office Supplies
56	Clip, Backfold, 50mm	Office Supplies
57	Correction Tape	Office Supplies
58	Cutter/Utility Knife, Heavy Duty	Office Supplies
59	Data File Box	Office Supplies
60	Data Folder	Office Supplies
61	Eraser, Felt, for Blackboard/Whiteboard	Office Supplies

62	Eraser, Plastic/Rubber	Office Supplies
63	Fastener, Metal, Non-Sharp Edges	Office Supplies
64	File Organizer	Office Supplies
65	File Tab Divider, A4	Office Supplies
66	File Tab Divider, Legal	Office Supplies
67	Folder with Tab, A4	Office Supplies
68	Folder with Tab, Legal	Office Supplies
69	Folder, L-type A4	Office Supplies
70	Folder, L-type Legal	Office Supplies
71	Folder, Morocco With Slide, A4	Office Supplies
72	Folder, Morocco With Slide, Legal	Office Supplies
73	Folder, Pressboard	Office Supplies
74	Glue, All-purpose	Office Supplies
75	Index Tab	Office Supplies
76	Notepad, Stick-On, 50mm x 76mm	Office Supplies
77	Notepad, Stick-On, 76mm x 100mm	Office Supplies
78	Notepad, Stick-On, 76mm x 76mm	Office Supplies
79	Paper Clip, Vinyl/Plastic Coated, 33mm	Office Supplies
80	Paper Clip, Vinyl/Plastic Coated, 50mm	Office Supplies
81	Pencil Sharpener	Office Supplies
82	Philippine National Flag	Office Supplies

83	Rubber band, No. 18	Office Supplies
84	Ruler, plastic, 450mm	Office Supplies
85	Scissors, Symmetrical/Asymmetrical	Office Supplies
86	Stamp pad, Felt	Office Supplies
87	Stamp Pad, Ink	Office Supplies
88	Staple Remover, Plier Type	Office Supplies
89	Staple Wire, for heavy duty staplers (23/13)	Office Supplies
90	Staple Wire, Standard	Office Supplies
91	Stapler, Heavy Duty (Binder)	Office Supplies
92	Stapler, standard type	Office Supplies
93	Tape Dispenser, Table Top	Office Supplies
94	Tape, masking, 24mm	Office Supplies
95	Tape, masking, 48mm	Office Supplies
96	Tape, packaging, 48mm	Office Supplies
97	Tape, transparent, 24mm	Office Supplies
98	Tape, transparent, 48mm	Office Supplies
99	Twine, Plastic	Office Supplies
100	Computer Continuous Form, 1 ply, 280mm x 241 mm	Paper Products
101	Computer Continuous Form, 1 ply, 280mm x 378 mm	Paper Products
102	Envelope, Documentary, A4	Paper Products
103	Envelope, Documentary, Legal	Paper Products
104	Envelope, Expanding, Kraft	Paper Products
105	Envelope, Expanding, plastic	Paper Products
106	Envelope, Mailing	Paper Products

107	Envelope, Mailing, with Window	Paper Products
108	Pad Paper, Ruled	Paper Products
109	Paper, Multicopy, A4	Paper Products
110	Paper, Multicopy, Legal	Paper Products
111	Paper, Multipurpose, A4	Paper Products
112	Paper, Multipurpose, Legal	Paper Products
113	Paper, Parchment	Paper Products
114	Record book, 300 pages	Paper Products
115	Record book, 500 pages	Paper Products
116	Steno Notebook	Paper Products
117	Tissue, interfolded Paper Towel	Paper Products
118	Toilet Tissue Paper, 2 ply	Paper Products
119	Wrapping Paper	Paper Products
120	Monobloc Chair, Beige	Plastic Molded Products
121	Monobloc Chair, White	Plastic Molded Products
122	Handbook on Philippine Government Procurement	Printing Services
123	Marker, Fluorescent	Writing Instruments
124	Marker, Permanent, Assorted Colors (Black)	Writing Instruments
125	Marker, Permanent, Assorted Colors (Blue)	Writing Instruments
126	Marker, Permanent, Assorted Colors (Red)	Writing Instruments
127	Marker, Whiteboard, Assorted Colors (Black)	Writing Instruments
128	Marker, Whiteboard, Assorted Colors (Blue)	Writing Instruments
129	Marker, Whiteboard, Assorted Colors (Red)	Writing Instruments

130	Pencil, Lead/Graphite, with Eraser	Writing Instruments
131	Sign Pen, Extra Fine Tip, Black	Writing Instruments
132	Sign Pen, Extra Fine Tip, Blue	Writing Instruments
133	Sign Pen, Extra Fine Tip, Red	Writing Instruments
134	Sign Pen, Fine Tip, Black	Writing Instruments
135	Sign Pen, Fine Tip, Blue	Writing Instruments
136	Sign Pen, Fine Tip, Red	Writing Instruments
137	Sign Pen, Medium Tip, Black	Writing Instruments
138	Sign Pen, Medium Tip, Blue	Writing Instruments
139	Sign Pen, Medium Tip, Red	Writing Instruments

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