



Bid Bulletin No. 2
11 August 2022

Public Bidding No. 22-008-1

Supply and Delivery of Insecticide, Aerosol Type for the Procurement Service

Issued pursuant to Sec. 22.5 of the IRR of R.A. 9184 to clarify and/or amend certain provisions in the Bidding Documents issued for this project, considering the issues raised and clarifications made by prospective bidders during the Pre-bid Conference held on **04 August 2022**.

A. AMENDMENT/S

REFERENCE	BASES FOR AMENDMENT/INCLUSION
<p>Invitation to Bid</p> <p>Page No. 9 xxx</p> <p>4. Interested bidders may obtain further information from the Procurement Service and inspect the Bidding Documents through the BAC Secretariat (Procurement Division VI) (Procurement Division IV) at PS Complex, Cristobal St., Paco, Manila during Mondays to Fridays, except holidays, from 8:00AM to 4:00PM.</p> <p>5. A complete set of Bidding Documents may be acquired by interested Bidders from the BAC Secretariat (Procurement Division VI) (Procurement Division IV) and upon payment of a non-refundable fee in amounts pursuant to this Invitation. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.</p> <p>xxx</p>	<p><i>To amend the assigned BAC Secretariat Division.</i></p>

Section V. Special Conditions of Contract

Page No. 31

xxx

Lot No.	Quantity	Item / Description	Additional quantity for every batch of delivery for acceptance test	TESTING & EVALUATION
1	152,517 cans	INSECTICIDE , AEROSOL TYPE	Three (3) cans	<p><u>In-house Testing</u> and government laboratory testing center or government accredited private laboratory testing center or third party laboratory testing center, in case the government and government accredited private laboratory center are not available.</p>

To clarify that third party laboratory testing is not required.

Please refer to the Section 20.2 of the BDS for other documentary requirements pertaining to testing

xxx

Section VI. Schedule of Requirements

Page No. 34

xxx

ITEM DESCRIPTION: INSECTICIDE, AEROSOL TYPE
MAXIMUM QUANTITY: 152,517 cans

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xxx

Annex H

Page No. 66

BID SECURING DECLARATION

Invitation to Bid: *Public Bidding No. 22-008-1*

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

I/We³, the undersigned, declare that:

~~1. a)~~ 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. b)~~ I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

~~3. e)~~ I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

- (a) ~~d)~~ Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

To amend the 'Annex H' of the Bidding Document.

Please refer and use the attached Appendix '3' for the prescribed format of Bid Securing Declaration.

<p>(b) e 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;</p> <p>(c) f 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.</p>	
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B. CLARIFICATION/S

ITEM	REFERENCE	CONCERN	CLARIFICATION/ RESOLUTION
DURING PRE-BID			
Prospective Bidder			
1	Section VI. Schedule of Requirements	Requesting for twenty (20) calendar days upon receipt of Call-off delivery period for Direct Delivery to End-User Agencies.	<i>Please refer to the amended requirements under Section VI. Schedule of Requirements.</i>
2	Section V. Special Conditions of Contract	Clarifying the requirement for Testing and Evaluation prior to submission of samples and prior to delivery.	<i>Please refer to the amended requirements under Section V. Special Conditions of the Contract.</i>
3	Section VII. Technical Specifications	Clarifying the determination of the Net Content per can: 600ml (min) in the Production Specification.	<i>The basis for the determination of Net Content will consider the data on the bidder's submission of MSDS</i> <i>However, please note that the bidder's submission will be subjected to TWG's further verification.</i>
4	Section III. Bid Data Sheet	Clarifying their FDA License to Operate (LTO) as Household/Urban Hazardous Substance (HUHS) is acceptable for the requirement on FDA License to Operate (LTO) as Trader/Distributor/Manufacturer of the product.	<i>LTO as HUHS is acceptable provided that the category covers Aerosol products, particularly the item</i>

			<p><i>to be bid.</i></p> <p><i>However, please note that the bidder's submission will be subjected to TWG's further verification.</i></p>
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By Rules, all other related provisions in the Bidding Documents correspondingly affected by these amendments are likewise deemed amended to conform to this Bid Bulletin.

Amendments made herein shall be considered an integral part of the Bidding Document.

SIGNATURE REDACTED

DICKSON T. PANTI

*Chairperson, Bids and Awards
Committee I*

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

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

ITEM DESCRIPTION: INSECTICIDE, AEROSOL TYPE	
MAXIMUM QUANTITY: 152,517 cans	
LOT NO.	DELIVERY PERIOD AND DELIVERY SITES
1	<p>PS Warehouse, PS Complex, RR Road Cristobal St., Paco, Manila</p> <p>Within ten (10) calendar days (CD) upon receipt of Call-Off;</p> <p>and</p> <p>Direct Delivery to End-User Agencies within Metro Manila; Pampanga; Antipolo; Rizal; and Imus, Cavite</p> <p>Within fifteen (15) calendar days (CD) upon receipt of Call-Off;</p> <p>(Quantity will be determined for each Call-Off)</p>

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

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

Name of Company

Signature Over Printed
Name of Authorized
Representative

Date

ATTY. DENNIS S. SANTIAGO
Executive Director V, PS

2021 Procurement Service Framework Agreement for the Supply and Delivery of [Project]

NEFA

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

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this ____ day of _____ 2022, 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 **ATTY. DENNIS S. SANTIAGO, Executive Director V**, hereinafter referred to “**PS**”;

and

[**COMPANY NAME**] a corporation duly organized and existing under the laws of the Republic of the Philippines and having its principal office 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 _____;

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** 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:

Lot No.	Item	Maximum Qty/Unit	Unit Price	Total Price

WHEREAS, **PS** 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**; and

WHEREAS, the **Supplier** which passed the eligibility screening conducted by **PS**, 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:

ATTY. GENMARIES ENTREDICHO-CAONG
Procurement Group Director IV, PS

NAME
Position, Company

NAME
Position, Company

Article I GENERAL CONSIDERATIONS

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

Article II DURATION

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

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

Article VI
TERMS AND CONDITIONS

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

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

PROCUREMENT SERVICE

[COMPANY]

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

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

ATTY. DENNIS S. SANTIAGO
Executive Director V

[Name]
Authorized Representative

WITNESSES

ATTY. GENMARIES ENTREDICHO-CAONG
Director IV, Procurement Group
Procurement Service

[NAME]
Representation

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
CITY OF MANILA }

S.S

BEFORE ME, a Notary Public for and in the City of Manila this ___ day of _____ 2022 appeared the following persons presenting to me their respective identifications, to wit:

Name	Competent Evidence of Identity	Date & Place of Issue
ATTY. DENNIS S. SANTIAGO		

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

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION
Invitation to Bid: Public Bidding No. 22-008-1

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PS Complex, RR Road
Cristobal St., Paco, Manila

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- 3.) I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

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

Affiant

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

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

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

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

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

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

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