## PHILIPPINE BIDDING DOCUMENTS

# SUPPLY AND DELIVERY OF VARIOUS OFFICE SUPPLIES FOR THE PROCUREMENT SERVICE (PS)

(FRAMEWORK AGREEMENT)

**PUBLIC BIDDING NO: 21-044-2** 

Sixth Edition July 2020

## **Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of

Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

## **Table of Contents**

Glossar	ry of Acronyms, Terms, and Abbreviations	4
Section	I. Invitation to Bid	7
Section	II. Instructions to Bidders	11
1.	Scope of Bid	12
2.	Funding Information	12
3.	Bidding Requirements	12
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	12
5.	Eligible Bidders	13
6.	Origin of Goods	13
7.	Subcontracts	14
8.	Pre-Bid Conference	14
9.	Clarification and Amendment of Bidding Documents	14
10.	Documents comprising the Bid: Eligibility and Technical Components	14
11.	Documents comprising the Bid: Financial Component	15
12.	Bid Prices	15
13.	Bid and Payment Currencies	16
14.	Bid Security	17
15.	Sealing and Marking of Bids	17
16.	Deadline for Submission of Bids	17
17.	Opening and Preliminary Examination of Bids	18
18.	Domestic Preference	18
19.	Detailed Evaluation and Comparison of Bids	18
20.	Post-Qualification	19
21.	Signing of the Contract	20
Section	III. Bid Data Sheet	21
Section	IV. General Conditions of Contract	25
1.	Scope of Contract	26
2.	Advance Payment and Terms of Payment	26
3.	Performance Security	26
4.	Inspection and Tests	27
5.	Warranty	27
6.	Liability of the Supplier	27
Section	V. Special Conditions of Contract	28
Section	VI. Schedule of Requirements	34
Section	VII. Technical Specifications	37
Section	VIII. Checklist of Technical and Financial Documents	52
MISCE	LLANEOUS PROVISIONS	74

#### Glossary of Acronyms, Terms, and Abbreviations

**ABC** –Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

FCA – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** –Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations

## Section I. Invitation to Bid

#### **INVITATION TO BID**

#### FOR THE

# SUPPLY AND DELIVERY OF VARIOUS OFFICE SUPPLIES FOR THE PROCUREMENT SERVICE

#### **PUBLIC BIDDING NO. 21-044-2**

#### FUNDING SOURCE: PROCUREMENT SERVICE FUNDS

1. The *Procurement Service* invites PhilGEPS registered suppliers to bid for the following items in accordance with the provisions of the Revised IRR of R.A. 9184 on the use of the Approved Guidelines on the use of a Single Year Framework Agreement (Outright Determination of Lowest Calculated and Responsive Bid) under GPPB Resolution No. 27-2019:

Lot No.	Quantity	Item/Description	Approved Budget for the Contract	Price of Bid Documents	Delivery Period
1	8,996 rolls	Acetate	₽8,389,669.60	₽ 1,000.00	Please refer
2	51,012 boxes	Carbon Film, Legal	₽11,700,622.44	₽ 2,000.00	Schedule of Requirements
3	315,900 rolls	Tape, Masking, 24mm	₽18,972,954.00	₽ 2,000.00	(Framework
4	846,243 pieces	Correction Tape	₽13,049,067.06	₽ 2,000.00	Agreement List)

Bidders should have completed, within *five (5) years* prior to the date of submission and receipt of bids, a contract similar to the Project.

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

Advertisement/Posting of Invitation to Bid	18 March 2021
Issuance and Availability of Bid Documents	18 March 2021
Pre-Bid Conference	25 March 2021; 1:30 PM
Last day of Submission of Written Clarification	29 March 2021
Last day of Issuance of Bid Bulletin	31 March 2021
Deadline for Submission	08 April 2021; 1:30 PM
Opening of Bids	Immediately after the Deadline of Submission of Bids

- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
- 4. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183 and subject to Commonwealth Act 138.
- 5. Interested bidders may obtain further information from the Procurement Service and inspect the Bidding Documents at the address given below during office hours.

A complete set of Bidding Documents may be acquired by interested Bidders from the PS Cashier's Office and upon payment of a nonrefundable fee in amounts pursuant to the Schedule.

It may also be downloaded free of charge from the website of the Procurement Service – DBM (PS-DBM), provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

- 6. The *Procurement Service* will hold a Pre-Bid Conference on **25 March 2021**; **1:30 PM** at the Bidding Room, Conference Room, Procurement Service, Cristobal St., Paco, Manila which shall be open to all interested parties. Pursuant to the Modified Enhanced Community Quarantine and strict implementation of physical distancing due to the pandemic, the scheduled meeting may be accessed thru this link: **meet.google.com/myv-fduj-wgo** for online access via Google Meet.
- 7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be conducted on **08** April **2021**; **1:30** PM at the Bidding Room, Conference Room, Procurement Service, Cristobal St., Paco, Manila. Pursuant to the Modified Enhanced Community Quarantine and strict implementation of physical distancing due to the pandemic, the scheduled meeting may be accessed thru this link: <a href="https://meet.google.com/swv-wduc-tyx">https://meet.google.com/swv-wduc-tyx</a> for online access via Google Meet. Bids will be opened in the presence of the Bidders' representatives who choose to attend the opening. Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall also be rejected.

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

- 9. The *Procurement Service* reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
- 10. For further information, please refer to:

#### Bids and Awards Committee II

Procurement Service RR Road, Cristobal St., Paco, Manila 8290-6300 loc. 4030 Pd4@ps-philgeps.gov.ph

SIGNATURE REDACTED

PAUL JASPER V. DE GUZMAN

Chairperson, Bids and Awards Committee II

## Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, *Procurement Service* wishes to receive Bids for the *Supply and Delivery of Various Office Supplies under a Framework Agreement*, with identification number *Public Bidding No. 21-044-2*.

The Procurement Project (referred to herein as "Project") is composed of *Four (4) Lots*, 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 2021 in the amount of Fifty Two Million, One Hundred Twelve Thousand, Three Hundred Thirteen Pesos and Ten Centavos (\$\pm\$52,112,313.10).
- 2.2. The source of funding is: *Procurement Service Funds*

#### 3. Bidding Requirements

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

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

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

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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

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

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

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

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

#### 8. Pre-Bid Conference

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

#### 9. Clarification and Amendment of Bidding Documents

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

#### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five* (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting

Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

- iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
  - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
  - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 04 August 2021 (120 calendar days from the deadline of submission of bids). Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

<sup>&</sup>lt;sup>1</sup> 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.

16.2. 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 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

#### 18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
  - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of

the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and

financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

#### 21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## Section III. Bid Data Sheet

# **Bid Data Sheet**

ITB						
Clause						
5.3	For t	his p	urpose, contracts similar	to the Project s	hall be:	
	a.		hose in Section VIII. milar to those classified		•	other contracts
	b.		ompleted within <i>five (5)</i> and receipt of bids.	years prior to	the deadline fo	r the submission
7.1	Subc	ontro	acting is not allowed.			
12	Road Man	l Cr ila, ∠	of the Goods shall be istobal St., Paco, Ma. Antipolo, Imus, Cavite ital Terms (INCOTERM	nila; and End and Pampanga	-User Agencie or the applica	s within Metro
14.1			ecurity shall be in the forms and amounts:	orm of a Bid Sec	curing Declarati	on, or any of the
		Lot No.	Item/Description	Cash, Cashier's / Manager's Check, Bank Draft/ Guarantee/ Irrevocable Letter of Credit (2%)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012
		1	Acetate	₱ 167,793.39	<b>₱</b> 419,483.48	Please see
		2	Carbon Film, Legal	₱ 243,012.45	₱ 585,031.12	Section VIII
		3	Tape, Masking, 24mm	₱ 379,459.08	₱ 948,647.70	attached as Annex
		4	Correction Tape	₱ 260,981.34	₱ 652,453.35	"H"
	The	bid s	security in the form of	cashier's/mana	ger's check sha	ll be payable to

	PROCU	REMENT SERV	VICE.		
15		Each bidder shall submit one (1) original and one (1) copy of the first and second components of its bid.			
	original	set of documens.	1, must include the same do In case, however, a bidder op contain photocopies of the same	ts to submit cash as bid	
19.3	1	CC computation, s to be awarded to	if applicable, must be suffice the Bidder:	eient for all the lots of	
	Lot No.	Quantity	Item/Description	Approved Budget for the Contract	
	1	8,996 rolls	Acetate	₽8,389,669.60	
	2	51,012 boxes	Carbon Film, Legal	₽11,700,622.44	
	3	315,900 rolls	Tape, Masking, 24mm	₽18,972,954.00	
	4	846,243 pieces	Correction Tape	₽13,049,067.06	
20.2	For purp	oses of Post-quali	fication the following documer	nt(s) shall be required:	
20.2		-	fication the following documer as for year <b>2019</b> (BIR Form 170	•	
20.2	1. II 2. L	ncome Tax Return atest Value Ad ercentage Tax Re	_	01 or 1702). 550M and 2550Q) of requirement, covering	
20.2	1. In P th	ncome Tax Return Latest Value Ad Percentage Tax Re the previous six (6) The income tax and tiled through the However, exception	ns for year <b>2019</b> (BIR Form 170) ded Tax Returns (Forms 2) eturns (Form 2551M). For thi	of or 1702).  550M and 2550Q) of state of state of Bids.  above should have been yment System (EFPS) and the state of the	
20.2	1. In 2. L. P. th 3. 3. P. S. v. C.	ncome Tax Return Latest Value Addercentage Tax Referentage Tax Reference tax and the income tax and the inco	ded Tax Returns (Forms 2 eturns (Form 2551M). For this of months prior to the Opening of the dusiness tax returns stated as Electronic Filing and Pages issued by the BIR are recognosed No. 4-2021) subject to validation of the single largest contract, which and the chase Order/s; (b) correspond ash Receipt/Collection Receipt	of or 1702).  550M and 2550Q) of its requirement, covering Bids.  above should have been yment System (EFPS) and its and verification.  The shall be copy of an its to the following: (a ling Sales Invoice/s; (contact) or the shall be copy; (contact).	

	actual offer, if applicable.
	In the column "Bidder's Compliance", the bidder must state "comply" against each of the individual parameters of each specification corresponding to performance parameter of equipment offered. Statement of "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 or distributor's un-amended sales literature, unconditional statements or specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate.
	5. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership)
	6. For Lot No 3: Valid Test Result not later than two (2) months from the deadline of submission of bids, issued by the government laboratory testing center or government accredited private laboratory testing center.
	Bidders with overdue deliveries as of the date of opening of bids are not allowed to participate in the bidding for same items.
	N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.
21.2	No further instructions.
21.5(g)	The awardee must submit a soft copy (JPEG or PNG format, Picture- 640 x 480 pixel with white or plain background) of the colored picture of the product/s upon receipt of the Notice to Execute Framework Agreement (NEFA).
	Please email to: pd10@ps-philgeps.gov.ph

Section IV. General Conditions of Contract

#### 1. Scope of Contract

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

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

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

#### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

#### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement (NEFA) by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016

revised IRR of RA No. 9184. *In the case of* Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

#### 4. Inspection and Tests

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

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

#### 5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

### 6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

# **Special Conditions of Contract**

GCC	
Clause	
1	The Project Sites are:
	PS Warehouse, PS Complex, RR Road Cristobal St., Paco, Manila; and End- User Agencies within Metro Manila, Antipolo, Imus, Cavite and 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, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Ms. Catherine Anne Mirabel, OIC-Chief WALD</i> .
	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 and/or start-up of the supplied Goods;
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair 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.

#### Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *Three (3) months*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *Three (3) months* of placing the order.

#### 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.

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 Progress payment shall be made after acceptance and completion of each call-off.

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.

Lot No.	Quantity	Item/Description	Additional quantity for every batch of delivery for acceptance test	Testing & Evaluation
1	8,996 rolls	Acetate	One (1) roll	In-house Testing
2	51,012 boxes	Carbon Film, Legal	One (1) box	
3	315,900 rolls	Tape, Masking, 24mm	Six (6) rolls	In-house Testing and Industrial Technology Development Institute (ITDI)
4	846,243 pieces	Correction Tape	Three (3) pieces	In-house Testing

#### Note:

- Supplier shall restitute to the PS all payments otherwise previously made

	for the deliveries later found to be rampantly defective.
	- For Lot No. 3, Confirmatory test will be conducted on the first tranche of delivery. The preceding confirmatory test will be conducted two (2) weeks prior to the 6-month validity of the previous test result.
	- For Lot Nos. 1, 2 and 4: Continuous random post acceptance testing shall be conducted on deliveries nationwide.
5.1	Warranty Retention:
	Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.
	Consistent with GPPB Resolution No. 30-2017, the obligations of the warranty shall be covered by either retention money in an amount equivalent to one percent (1%) of each payment, or special bank guarantee equivalent to one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period.

## Section VI. Schedule of Requirements

#### FRAMEWORK AGREEMENT LIST (Indicative Delivery Schedule) Year 2021

QUAN	TTITY: 8,996 rolls
LOT NO.	Delivery Period:
1	Within Fifteen (15) calendar days upon receipt of Call-off. (Quantity to be determined for each Call-off)
No	te: Suppliers are advised to maintain revolving stocks of <u>780 rolls</u> at all times.
•	ommit to deliver the required quality and quantities upon receipt of the Ca

Name of	Company	Signature Over Printed Name of Authorized Representative	Date
ITEM	DESCRIPTION: Carb	on Film, Legal	
QUAN	TITY: 51,012 boxes		
LOT NO.	Delivery Schedule:		
2	16 <sup>th</sup> tranche:	within Seven (7) calendar days upon within Seven (7) calendar days upon	•

Note: Suppliers are advised to maintain revolving stocks of <u>7,200 boxes</u> at all times.

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	Date	
	Authorized Representative		

ITEM DESCRIPTION: Tape, Masking, 24mm					
QUANTITY: 315,900 rolls					
LOT NO.	Delivery Schedule:				
3	1 <sup>st</sup> to 14 <sup>th</sup> tranche: 21,600 rolls / tranche within Seven (7) calendar days upon receipt of Call-off. 15 <sup>th</sup> tranche: 13,500 rolls / tranche within Seven (7) calendar days upon receipt of Call-off				

Note: Suppliers are advised to maintain revolving stocks of 44,000 rolls at all times.

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	Date	
	Authorized Representative		

ITEM DESCRIPTION: Correction Tape					
QUANTITY: 846,243 pieces					
LOT NO.	Delivery Schedule:				
4	1 <sup>st</sup> to 9 <sup>th</sup> tranche: 86,400 pieces / tranche within Seven (7) calendar days upon receipt of Call-off. 10 <sup>th</sup> tranche: 68,643 pieces / tranche within Seven (7) calendar days upon receipt of Call-off				

Note: Suppliers are advised to maintain revolving stocks of  $\underline{148,500 \text{ pieces}}$  at all times.

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	Date	
	Authorized Representative		

### SUBMISSION OF SAMPLES/DEMO UNITS

All bidders shall submit the following samples/demo units to the Bids and Awards Committee (BAC) thru the Technical Working Group (TWG) on or before the deadline of bid submission for evaluation and testing purposes:

Lot No.	Item/Description	Requirements	Testing & Evaluation
1	Acetate	One (1) roll	
2	Carbon Film, Legal	One (1) box of 100 sheets	In-house Testing
3	Tape, Masking, 24mm	Twelve (12) rolls	In-nouse resting
4	Correction Tape	Five (5) pieces	

All deliveries shall be subject to Acceptance Test Requirements pursuant to GCC Clause 16 in which case the awardee-supplier shall include additional quantity in every batch of delivery for acceptance and testing purposes.

Evaluation of sample/demo unit during post-qualification stage shall be conducted by the BAC, through Technical Working Group using in-house tests. In addition to the In-house test, for lot 3: valid Test Result submitted by the bidder shall also be a basis for evaluation.

# Section VII. Technical Specifications

LOT NO. 1	:	Acetate
QUANTITY	:	8,996 rolls

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE <sup>1</sup>
Acetate	
Conforms to the minimum specifications unless specified. See attached detailed Technical Specifications:  PS STANDARD NO. OS 024:2014	Brand:
UNSPSC Code No. 13111203-AC-F01 Dated: 25 November 2016	
*For Packaging and Marking/Labeling Requirements based from TSRC Resolution No. 19-005 dated	
November 20, 2019. Please see attached Annexes and in reference to Consumer Act RA 7394	

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.

	<u> </u>		
Name of Company	Signature Over Printed Name	Date	
	of Authorized Representative		

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

Technical Requirements for

#### ACETATE

#### PRODUCT SPECIFICATIONS

- Transparent
- In roll
- Thickness (min.): 0.08mm
- Width (min.): 1.20 meters
- · Length (min.): 50 meters per roll
- · Shall be wound on a core of hard kraft paper board

#### **EVIDENCE AND VERIFICATION**

 One (1) roll shall be submitted to the BAC during opening of bids for verification of the product specifications.

#### PACKAGING

Packaging: One (1) roll, individually wrapped

#### MARKING/LABELING

Shall conform with the Consumer Act of the Phil. (RA 7394)

#### REFERENCES

none





### RECOMMENDED FOR REVIEW TECHNICAL SPECIFICATIONS REVIEW TEAM JAYSON C. ERQUIZA Mr. JERNIMEL B. GALIT Engr. PABLO ROMAN C. ANDRES Member Member Member Ms. AMELITA F. HERNANDEZ Engr. JAIME M. HAVARRETE, UR Engr. ANTONIO B. HERMIDA, JR. Member Member Member Mr. MERVIN/AN D. TANQUINTIC Engr. EDWARD R. SADDI Member Team Leader November 9, 2016 Acetate RECOMMENDED FOR APPROVAL TECHNICAL SPECIFICATIONS REVIEW COMMITTEE Engr. JULIEVA M. LOZANO OIC, BAC Support Division Chief, Purchasing Division Ms. FLERIDA G. ARIAS OIC- Operations Group Senior BAC Chairperson OIC-Deputy Executive Director V APPROVAL Approved: Disapproved:

Ms. BINGLE B. GUTIERREZ Executive Director

Effectivity date: November 25,2016

40

LOT NO. 2	:	Carbon Film, Legal
QUANTITY	:	51,012 boxes

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE <sup>1</sup>
Carbon Film, Legal	
Conforms to the following minimum specifications unless specified. See attached detailed Technical Specifications:	Brand:
PS STANDARD NO. OS 001:2016 UNSPSC Code No. 13111201-CF-P01 Dated: 12 February 2019	
*For Packaging and Marking/Labeling Requirements based from TSRC Resolution No. 19-005 dated November 20, 2019. Please see attached Annexes and in reference to Consumer Act RA 7394	

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

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company	Signature Over Printed Name	Date	
	of Authorized Representative		

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

PS STANDARD No. <u>05 001:2016</u> UNSPSC Code: <u>13111201-CF-PO1</u>

Technical Requirements for

#### CARBON FILM, Legal

#### PRODUCT SPECIFICATIONS

- Material : Polyethylene Film
- · Color: black
- Size : 216mm x 330mm (±2mm)
- Brand shall be printed on the item

#### **EVIDENCE AND VERIFICATION**

 One (1) box of 100 sheets shall be submitted to the BAC during opening of bids for verification of the product specifications.

#### PERFORMANCE TEST

Shall conform with the required performance tests:

- Serviceability or <u>Wear Down</u> Test: using Electronic Typewriter (refer to Annex "A")
  - o Clarity of impressions made shall not be less than twenty-five (25) lines
- Manifold Test: using Electronic Typewriter (refer to Annex "A")
  - Shall be able to produce at one time at least eight (8) carbon copies that are legible
- Lay flat, no smudge, no curl
- No trace of carbon offsetting on duplicate copies

#### **PACKAGING**

 One hundred (100) sheets per box Fifty (50) boxes per carton

#### MARKING/LABELING

Shall conform with the Consumer Act of the Phil. (RA 7394)

#### REFERENCES

none

Page 1 of 2

ROY

#### Annex "A"

#### Performance Test (Carbon Film): Carbon Film, A4 and Legal

- · Serviceability Test or Wear Down Test: using Electronic Typewriter
  - Clarity of impressions made not less than twenty five (25) lines.
     Procedure:
    - 1. This test shall be done using an Electronic Typewriter;
    - A 70 gsm Multipurpose film, first sheet and an Onion Skin film as copy sheet, shall be used in making the test;
    - A piece about one by two inches of the carbon film to be tested shall be securely fastened to the sheet so that the coated side of the sample will come in contact with the copy sheet in accordance with the procedure as stated in the Annex.
    - After two sheets have been placed in the Electronic Typewriter the first sheet carrying the carbon film shall be securely fastened to the back of the carriage in any suitable way so that the first sheet will not move while the platen is turned for spacing lines;
    - 5. The platen shall be turned slightly to pull the first sheet taut;
    - 6. The line of C's shall be written across the space where the carbon film is fastened, the copy sheet shifted a line and another line of G's shall be written over the same portion of the sample. <u>Twenty five (25) lines</u> shall be written in this way. The carbon film shall make not fewer than the required number of carbon copies that are clean, legible, and of good intensity;
    - 7. On examining the sheet, the operator or evaluator must not be misled by G's with extra black edges that are indicative of a shifting of the first sheet with the attached sample or of a slight play on the type bar.
- · Manifold Test: using Electronic Typewriter
  - Shall be able to produce at one time at least eight (8) copies that are legible.
     Procedure:
    - 1. This test shall be done using an Electronic Typewriter;
    - A 70 gsm Multipurposepaper , first sheet and eight (8) sheets of Onion Skin film as copy sheets, shall be used in making the test;
    - The first sheet and copy sheets with sheets of carbon film shall be assembled the usual way. The assembled sheets shall be inserted in the electronic typewriter, and type the sentence "The quick brown fox jumps over the head of the lazy dog.";
    - Check the copies if the letters/words are legible up to the eighth (8<sup>th</sup>)
      copy/sheet, and check if there are smudges on the copy sheets;

ROY

PS STANDARD No. <u>OS 001:2016</u> UNSPSC CODE: 13111201-CF-PO2

Technical Requirements for

### CARBON FILM, Legal

#### RECOMMENDED FOR REVIEW

TECHNICAL SPECIFICATIONS REVIEW TEAM

ENGR. ROSANA D. YAMBAO OIC-Chief, Procurement Division I

#### RECOMMENDED FOR APPROVAL

TECHNICAL SPECIFICATIONS REVIEW COMMITTEE

ATTY. MICHELLE ANNE B. RECTO Chief, Legal Division MR. JORGE L. MENDOZA III
OIC, Inspection Division

ENGR. JULIETA M. LOZANO OIC-Director, Operations Group

APPROVAL

MS. ELISA MAY ARBOLEDA-CUEVAS

**Executive Director** 

Effectivity date: FEB 12 2019

LOT NO. 3	:	Tape, Masking, 24mm
QUANTITY	:	315,900 rolls

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE <sup>1</sup>
Tape, Masking, 24mm	
	Brand:
Conforms to the following minimum specifications unless specified. See attached detailed Technical Specifications:	
PS STANDARD NO. OS 018:2016 UNSPSC Code No. 31201503-TA-M01 Dated: 25 November 2016	
*For Packaging and Marking/Labeling Requirements based from TSRC Resolution No. 19-005 dated November 20, 2019. Please see attached Annexes and	
in reference to Consumer Act RA 7394	

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.

	<u> </u>		
Name of Company	Signature Over Printed Name	Date	
	of Authorized Representative		

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<sup>&</sup>lt;sup>1</sup> Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Technical Requirements for

### TAPE, MASKING, 24mm

#### PRODUCT SPECIFICATIONS

- Width: 24mm (±1mm)
- · Usable Length: 50 meters
- Adhesion Strength: 8.5N/24mm width (min)
- · Breaking Strength: 65N/24mm width (min)

#### EVIDENCE AND VERIFICATION

- · The tape shall be wound uniformly around a core
- · The brand shall be indicated in the core
- Twelve (12) rolls shall be submitted to the BAC during opening of bids for verification of the product specifications.

#### **PACKAGING**

Twelve (12) rolls per pack.

#### REFERENCES

PNS 712:2008



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Engr. PABLORDIN		Mr. JAYSON (		Mr. JERNIMEL B. G.	ALIT
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Ms./ROSA	MARÍA M. CLEMEN	TE		Ms. FLERIDA G. ARI	AS
	C Chairperson			OIC- Operations Gro	
	y Executive Director	V .	4.5		
APPROVAL					
APPROVAL					

Ms. BINGLE B. GUTIERREZ Executive Director

Effectivity date: November 25,2016

LOT NO. 4	:	Correction Tape
QUANTITY	:	846,243 pieces

AGENCY SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE <sup>1</sup>
Correction Tape	
Conforms to the following minimum specifications unless specified. See attached detailed Technical Specifications:	Brand:
PS STANDARD NO. OS 007:2016 UNSPSC Code No. 44121801-CT-R01 Dated: 25 November 2016	
*For Packaging and Marking/Labeling Requirements based from TSRC Resolution No. 19-005 dated November 20, 2019. Please see attached Annexes and in reference to Consumer Act RA 7394	

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

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company	Signature Over Printed Name	Date	
	of Authorized Representative		

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<sup>&</sup>lt;sup>1</sup> Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Technical Requirements for

#### CORRECTION TAPE

#### PRODUCT SPECIFICATIONS

- Disposable
- Dispensing mechanism: Gear Type
- · Dispensing System: Single line tape
- · With mechanism for adjustment/rewinding
- Tape
  - o Type: Film based
  - o Usable Length: 8 meters (min)
  - o Width: 5mm (±1mm)
  - o Color: White opaque
- Case
  - o Size: Manufacturer's standard
  - o Design: Manufacturer's standard
  - With protective cap
- · Brand shall be engraved/ embossed/ printed on the item

#### **EVIDENCE AND VERIFICATION**

- Shall pass the Performance Tests as follows:
  - Precise, continuous and complete coverage of errors to be corrected;
  - Does not leave shadows on photocopies or fax copies;
  - Film base shall not break or tear during continuous test;
  - Allows rewinding of tape in case of looping;
  - Applicator allows user to see errors being corrected;
- Five (5) pieces shall be submitted to the BAC during opening of bids for verification of the product specifications.

#### **PACKAGING**

· Fifty (50) pieces per box in individual blister pack.

#### MARKING/LABELING

Shall conform with the Consumer Act of the Phil. (RA 7394)

#### REFERENCES

none





RECOMMENDED FOR REVIEW		
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THE AMERICAN SAME	MW EBOURS	Mr. JERNIMEL B. GALIT
Ingr. PABLO ROMAN C. ANDRES Mr. J. Member	MYSON C. ERQUIZA Member	Member
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Member	Member	Member
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Mr. MERVIN JAN D. TANQUIN	NTIC Engr	. EDWARD R. SADDI
Member		am Leader
OCTOBER 27, 2016		
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Ms. ROSA MARIA M. CLEMENTE		Ms. FLERIDA G. ARIAS
Senior BAC Chairperson		OIC- Operations Group
OIC-Deputy Executive Director V		
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Approved:		
Disapproved:		
Disapproved:	8 1	
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**Executive Director** 

Effectivity date: November 25,2016

# Additional Requirement on Packaging and Marking/Labeling Based on TSRC Resolution No. TSRC 19-005

#### **PACKAGING:**

On each pack or box or ream or item, the following should be legibly imprinted or stickered with non-removable or permanent sticker or label that is binding and with residue and tearing. If removed:

- The name and logo of the Procurement Service
- The address and contact details of the Procurement Service
- A statement which states that the item is "Government Property" "Not for Redistribution of For Sale"
- Procured by Procurement Service-DBM

#### (Complete details of the sticker will be given to the responsive bidder)

On each corrugated carton or outer box or outer packaging, the following should be legibly imprinted or stickered with non-removable or permanent sticker or label that binding and with residue and tearing, if removed.

- The name and logo of the Procurement Service
- The address and contact details of the Procurement Service
- A statement which states that the item is "Government Property" "Not for Redistribution or For Sale"
- Procured by Procurement Service-DBM

#### (Complete details of the sticker will be given to the responsive bidder)

Size or dimension of the label will depend on the size of the individual packaging. The location where to place the label will be determined during the Pre-bid Conference.

#### MARKING/LABELING:

Shall conform to the following minimum Marking and Labeling requirement:

- 1. Its correct and registered trade name or brand name;
- 2. Its duly registered trademark;

#### Note: All local brand/trademark must be registered in the IPO website.

- 3. Its duly registered business name;
- 4. The address of the manufacturer, importer, repacker of the consumer products in the Philippines;
- 5. Its general make or active ingredients, if applicable;
- 6. The net quality of contents, in terms of weight, measure or numerical count rounded to at least the nearest tenths in the metric system, if applicable;
- 7. Country of the manufacturer, if imported;
- 8. If a consumer product is manufactured, refilled or repacked under license from a principal, the label shall so state the fact.

# Section VIII. Checklist of Technical and Financial Documents

# **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

		Class "A" Documents
Leg	gal Do	<u>cuments</u>
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
		<u>or</u>
	(b)	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
		<u>and</u>
	(c)	Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
		<u>and</u>
	(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Te</u>	<u>chnica</u>	d Documents
	(e)	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; <u>and</u>
	(f)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; <u>and</u>
	(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a

certification issued by the Insurance Commission;

<u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS);

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

#### Financial Documents

- □ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC to be bid, calculated as follows:

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

<u>or</u>

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

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

#### Class "B" Documents

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

#### <u>or</u>

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.

#### II. FINANCIAL COMPONENT ENVELOPE

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; and
- □ (n) Original of duly signed and accomplished Price Schedule(s).

# **Bid Form**

		Invit	Date: ation to Bid No:	PB No. 21-044-2
To:	DBM-PS BAC II Procurement Serv PS Complex, RR I Cristobal St., Pace	rice Road o, Manila		
receipt <b>Delive</b>	of which is here	ne Bidding Documents including by duly acknowledged, we, the e Supplies for the Procurement	e undersigned, o	ffer to Supply and
Lot No.	Qty/Unit	ITEMS/ DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	8,996 rolls	Acetate		
2	51,012 boxes	Carbon Film, Legal		
3	315,900 rolls	Tape, Masking, 24mm		
4	846,243 pieces	Correction Tape		
ТОТА	L PRICE IN WOR	DS:	1	ı
Lot 1:				
				<del></del>
<b>Lot 4:</b>				

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

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

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice to Execute Framework Agreement (NEFA), shall be binding upon us.

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

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

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

Or;

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

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

Dated this	day of	20	
[signature]		[in the capacity of]	
Duly authorized to sign E	Bid for and on be	half of	

# **Schedule of Prices for Goods Offered From Abroad**

N	Name of Bidder:				PB No. <b>21-044-2</b> 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)	
[s	signature]			[in ti	he capacity	of]			
D	uly author	ized to sig	n Bid for	and on behalf of _					

# **Schedule of Prices For Goods Offered From Within the Philippines**

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

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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

#### **AFFIDAVIT**

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

#### on Blacklisting;

- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards;
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity;
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code;
- 11. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: Fax No/s.:		
E-mail Add/s.:		
Mobile No.:		
It is understood that notices/s trar and/or e-mail address/es are deem for the reglementary periods st Implementing Rules and Regulation thereof.	ned received as of its tran tated in the bidding do	nsmittal and the reckoning period ocuments and the 2016 revised
IN WITNESS WHEREOF, I, Philippines.	have hereunto set my ha	and this day of, 20 at
	Bidder's Repre	sentative/Authorized Signatory
SUBSCRIBED AND SWORN to execution], Philippines. Affiant/s exhibited [insert type of governments]	known to me, and know	n to be the same person/s in the

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			

"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.

<sup>\*</sup>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.

Statement of Single Largest Completed Contract Similar to the Contract to be Bid								
This is to cer	this is to certify that (company) has the following completed contracts for the past five (5) years.							
Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is A) Manufacturer B) Supplier C) Distributor	
		and Signature of ged Representative				Date		

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

<sup>\*</sup>Instructions:

Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts							
This is to cer	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	
		nd Signature of				Date	

- a) State <u>all</u> ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
  - i. The day before the deadline of submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. Example: "Supply and Delivery of Various Office Supplies"

<sup>\*</sup>Instructions:

A	nnex	"D	"

2020 Procurement Service Framework Agreement for the	9
Supply and Delivery of [Project]	

NEFA	
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# Framework Agreement For the [Title of Project]

#### KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, 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 LLOYD CHRISTOPHER A. LAO, Undersecretary, OIC-Executive Director, 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	<b>Unit Price</b>	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:

### Article I GENERAL CONSIDERATIONS

- 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 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 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 soone
revoked by both parties or until the full exhaustic	on of the maximum quant	ities:

#### 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]
THO CONDINENT SERVICE	1001,111,11

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].

#### LLOYD CHRISTOPHER A. LAO [Name]

*Undersecretary/OIC-Executive Director* 

REPURLIC OF THE PHILIPPINES

Authorized Representative

#### WITNESSES

# JASONMER L. UAYAN [NAME] OIC-Director IV, Procurement Group Representation

Procurement Service

identifications, to wit:

#### **ACKNOWLEDGMENT**

KEI ODEIC OI THE		3			
CITY OF MANILA	}				S.S
BEFORE ME,	a Notary Public	for and in	the City of	Manila this	day of
2020 a	ppeared the follo	wing persons	presenting	to me their	r respective

Name	Competent Evidence of Identity	Date & Place of Issue
LLOYD CHRISTOPHER A. LAO		

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 $20$

# JOINT VENTURE AGREEMENT

# KNOW ALL MEN BY THESE PRESENTS:

	TURE AGREEMEN				
entered into this among:	day of	20 at	;	City, Philippi	ines by and
among.					
	a dom	estic corpor	ation duly or	ganized, reg	istered and
	by virtue of the law				
address at	·	, rep	presented by	its	,
, ł	hereinafter referred to	as "	";		
		- and -			
	and by virtue of the la		-		
			hereinafter		d by its
	·	,	neremaner	referred	to as
	,	- and -			
				a foreign	corporation
•	ng under and by virtu				-
by its	,,		, herein	after referre	ed to as
	<b>'</b> ;				
	(Henceforth collectiv	valvi rafarmad	to as the "Dant	ios"	
	,	ESSETH:		ies	
	WIII	ESSETII.	ı nat		
WHEREAS.	, the Procurement Se	ervice (PS) ł	nas recently pu	ıblished an I	nvitation to
	and to Bid for the S	` ′	• •		
the	<u>;</u>				
	, the parties have ag	•		•	
laws of the Philippin of PS-DBM:	nes, for the purpose of	ot participati	ng in the above	ementioned p	procurement
OLI S-DDIVI.					

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 "";
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 execu 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 J 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-DBI and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract 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 Agreeme and shall continue until the complete performance of its contractual obligations to PS-DBN as described in Article II hereof, or upon its termination for material breach of any term condition of this Agreement, by service of a written statement in English on the other Part 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 publ bidding to be conducted by the DBM-PS Bids and Awards Committee for the supply ar 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
			(Pl	np	) to sup	port th	e financial	require	ements 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 thePhilippines.	g
IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on th date and place first above-stated.	е

Signed in the Presence of:

### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )	
CITY/MUNICIPALITY OF) S.S.	
PROVINCE OF (in the case of Municipality)	
BEFORE ME, a Notary Public for and	in the City/Municipality of(indicate also the
Province in the case of Municipality,	this day of <u>(month &amp; year)</u>
personally appeared the following:	
Name ID	Name, Number and Validity Date
	persons who executed the foregoing instrument and
	r free and voluntary act and deed and that of the
corporation(s) they represent.	
	e Agreement consisting of pages, including
	tten, and signed by the parties and their instrumental
witnesses.	
WHENEGO MAY HAND AND NOTABL	AL CDAL d. 1. d. 1. C. d. 1.
	AL SEAL on the place and on the date first above
written.	
	NAME OF NOTARY BURY IC
	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	
N. A.	
Note: The identification early shall be at least one of the	se acceptable proofs of identity as identified under the
rne identification cara shall be at least one of tho provisions of the 2004 Rules on Notarial Practice.	se acceptable proofs of identity as identified under the
provisions of the 2007 Raies on Holarta 1 ractice.	
"Sec. 12. Competent Evidence of Identity - The	phrase "competent evidence of identity" refers to the
identification of an individual based on:	

license, Professional Regulations Commission

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

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.

### **SUPPLIER'S LETTERHEAD**

Date		
Chairperson DBM-PS Bids and Awards Committee II Paco, Manila		
Dear Sir:		
This has reference to Public Bidding No		
<ul> <li>( ) Withdraw of Bid Submissions</li> <li>( ) Refund of Bid Security</li> <li>(Attached is a photocopy of the</li> <li>( ) Cancellation of Credit Line Ce</li> </ul>		Service Official Receipt)
It is understood that for reconsideration and/pr protest in connection wi	waives ith the above-ci	its right to file any motion ted Public Bidding Project.
Thank you.		
Very truly yours,		
Authorized Signatory for the Company		

## Form of Performance Security (Bank Guarantee)

То	:	Procurement Service PS Complex, Cristobal St., Paco, Manila		
(NEF.	Supplier A) No.	er") has undertaken, in pursuance of dated (hereinafter called "the Contract");	f Notice to Execute Fr	ramework Agreement
	furnish	WHEREAS, it has been stipulated by you with a Bank Guarantee by a report compliance with his obligations in	ecognized bank for the	sum specified therein
	AND	WHEREAS, we have agreed to give	e the Supplier such a Ba	ank Guarantee;
currer first v	on behancies in written of (	V THEREFORE, we hereby affirm to all of the Supplier, up to a total in which the Contract Price is payable demand and without cavil or argument of the Sum specified the cour demand for the sum specified the	of <u>[Amount of Guard</u> le, and we undertake to ment, any sum or sums our needing to prove or	<u>unteel</u> proportions of pay you, upon your s within the limits of
before		nereby waive the necessity of your nting us with the demand.	demanding the said de	ebt from the Supplier
Contr betwe	act to be en you	agree that no change or addition to be performed thereunder or of any of a and the Supplier shall in any wand we hereby waive notice of any suc	the Contract document ay release us from an	s which may be made y liability under this
[Inspe		guarantee shall be valid until th &Certification of Acceptance Report		ne Final Acceptance
GU NA AI	JARAN	F BANK		

#### **BID SECURING DECLARATION FORM**

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

#### **BID SECURING DECLARATION**

Invitation to Bid: Framework Agreement PB No. 21-044-2

To: **Procurement Service** 

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

I/We, the undersigned, declare that:

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

(c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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 \_\_\_\_\_ 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 .

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

<sup>\*</sup>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.

<sup>&</sup>quot;Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

#### **Performance Securing Declaration (Revised)**

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

\_\_\_\_\_

REPUBLIC OF THE PHILIPPINES	3)
CITY OF	) S.S

# PERFORMANCE SECURING DECLARATION Invitation to Bid: Framework Agreement PB No. 21-044-2

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

I/We, the undersigned, declare that:

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

#### of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We ha	ve 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
of execution], Philippines. Affiant/s known to exhibited [insert type of government identified]	fore me this day of [month] [year] at [place to me, and known to be the same person/s in the ication card used*], with his/her photograph and issued on
at	
	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 acception 2004 Rules on Notarial Practice.	ptable proofs of identity as identified under the provisions of the
individual based on:	"competent evidence of identity" refers to the identification of an
At teast one current taentification accument issued by at	n official agency bearing the photograph and signature of the

Department of Social Welfare and Development (DSWD) certification

individual, such as but not limited to, passport, driver's

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),

license, Professional Regulations Commission ID, National

#### **Contract Agreement Form for the Procurement of Goods (Revised)**

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

CONTR	ACT	AGR	EEN	MENT

	THIS AGREEMENT made the	_ day of	20	between [name of
PROC	CURING ENTITY] of the Philippines	(hereinafter called	"the E	ntity") of the one part
and [1	name of Supplier] of [city and country o	of Supplier] (herein	after ca	alled "the Supplier") of
the ot	her part;			

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
  - ii. Schedule of Requirements;
  - iii. Technical Specifications;
  - iv. General and Special Conditions of Contract; and
  - v. Supplemental or Bid Bulletins, if any

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

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

Performance Security;

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

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

- 3. In consideration for the sum of [totalcontract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

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

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES	)				
CITY/MUNICIPALITY OF	) S.S.				
PROVINCE OF (in the case of Munici	pality)				
BEFORE ME, a Notary Public f	or and in the (	City/Munic	ipality of	(indicate	also the
Province in the case of Municipals	ity, this	d	lay of(1	month &	year)
personally appeared the following:					

#### ID Name, Number and Validity Date

Name

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]

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

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

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

## Annex "K"

	REQUIREMENTS FOR SIMILAR CONTRACT				
No	Item Code	Item Description	UOM	Similar Contract shall refer to:	
1	47131812-AF-A01	AIR FRESHENER, aerosol type	can		
2	47131803-DS-A01	DISINFECTANT SPRAY, aerosol type	can	Aerosol	
3	47131830-FC-A01	FURNITURE CLEANER, aerosol type	can	Products	
4	10191509-IN-A01	INSECTICIDE, aerosol type	can		
5	12191601-AL-E01	ALCOHOL, ethyl, 68%-70%	bottle		
6	47131829-TB-C01	CLEANER, TOILET BOWL AND URINAL	bottle		
7	47131805-CL-P01	CLEANSER, SCOURING POWDER	can		
8	47131811-DE-B01	DETERGENT BAR	each	Cleaning Supplies	
9	47131811-DE-P01	DETERGENT POWDER, all purpose	pouch	Supplies	
10	47131800-CB-S01	DISINFECTANT SOLUTION	container		
11	47131501-RG-C01	RAGS, ALL COTTON	bundle		
12	47131602-SC-N01	SCOURING PAD	pack		
13	26111702-BT-A02	BATTERY, dry cell, AA	pack		
14	26111702-BT-A01	BATTERY, dry cell, AAA	pack	Dry Cell Batteries	
15	26111702-BT-A03	BATTERY, dry cell, D	pack		
16	40101604-EF-G01	ELECTRIC FAN, INDUSTRIAL	unit	Electrical Appliances	

17					
18	17	40101604-EF-C01	′	unit	
19	18	40101604-EF-S01	· · · · · · · · · · · · · · · · · · ·	unit	Electrical
21   46191601-FE-M01   FIRE   EXTINGUISHER, DRY CHEMICAL   Fire   EXTINGUISHER, DRY CHEMICAL   Fire   EXTINGUISHER, PURE HCFC   EXTINGUISHER, EACH   EACH   EXTINGUISHER, EACH   EXTINGUISHER, EXTINGUISHER, EXTINGUISHER, EXTINGUISHER, EXTINGUISHER, EXTINGUISHER, EACH	19	40101604-EF-W01	· · · · · · · · · · · · · · · · · · ·	unit	Appliances
21	20	31201502-TA-E01	TAPE, ELECTRICAL	roll	
22   46191601-FE-H01   EXTINGUISHER, PURE HCFC     23   47131604-BR-S01   BROOM, SOFT (TAMBO)   each (TINGTING)     24   47131604-BR-T01   BROOM, STICK (TINGTING)     25   47131802-FW-P02   FLOOR WAX, PASTE, RED     26   47121804-MP-B01   MOPBUCKET   unit     27   47131613-MP-H02   MOPHANDLE   each     28   47131619-MP-R01   MOPHEAD, made of rayon   each     29   52161535-DV-R01   DIGITAL VOICE RECORDER   unit   Communications Technology Products     30   45121517-DO-C01   CAMERA, 3.2mp   unit min.     31   43202003-DV-W01   DVD REWRITABLE   each     32   43201827-HD-X02   EXTERNAL HARD DRIVE, 17B, 2.5"HDD, USB 3.0     33   43202010-FD-U01   FLASH DRIVE, 16 GB capacity   Gach   Each     34   17   17   17   18   Each     35   17   18   Each   Each   Each     36   17   17   18   Each   Each   Each   Each     37   18   18   18   18   Each   Each   Each   EXTERNAL HARD DRIVE, 16 GB capacity   Each   Each     38   18   18   18   18   18   Each   Each	21	46191601-FE-M01	EXTINGUISHER, DRY CHEMICAL	unit	
23	22	46191601-FE-H01	EXTINGUISHER,	unit	Product/Systems
24	23	47131604-BR-S01	,	each	
25	24	47131604-BR-T01		each	
26       47121804-MP-B01       MOPBUCKET       unit         27       47131613-MP-H02       MOPHANDLE       each         28       47131619-MP-R01       MOPHEAD, made of rayon       each         29       52161535-DV-R01       DIGITAL VOICE RECORDER       unit       Information and Communications Technology Products         30       45121517-DO-C01       DOCUMENT CAMERA, 3.2mp min.       unit       unit         31       43202003-DV-W01       DVD REWRITABLE       each         32       43201827-HD-X02       EXTERNAL HARD DRIVE, 1TB, 2.5"HDD, USB 3.0       unit         33       43202010-FD-U01       FLASH DRIVE, 16 GB capacity       each	25	47131802-FW-P02	· · · · · · · · · · · · · · · · · · ·	can	Floor Care
28   47131619-MP-R01   MOPHEAD, made of rayon   each     29   52161535-DV-R01   DIGITAL VOICE RECORDER   unit   Unit     30   45121517-DO-C01   DOCUMENT CAMERA, 3.2mp min.     31   43202003-DV-W01   DVD REWRITABLE   each     32   43201827-HD-X02   EXTERNAL HARD DRIVE, 1TB, 2.5"HDD, USB 3.0     33   43202010-FD-U01   FLASH DRIVE, 16 GB capacity   each	26	47121804-MP-B01	MOPBUCKET	unit	Products
29     52161535-DV-R01   DIGITAL VOICE   RECORDER   Unit   Information and Communications   Technology   Products	27	47131613-MP-H02	MOPHANDLE	each	
29   52161535-DV-R01   DIGITAL VOICE   unit   Communications   Technology   Products     30	28	47131619-MP-R01	· ·	each	
30  45121517-DO-C01  CAMERA, 3.2mp  unit   31  43202003-DV-W01  DVD REWRITABLE  each   32  43201827-HD-X02  DRIVE, 1TB, 2.5"HDD, USB 3.0   33  43202010-FD-U01  FLASH DRIVE, 16  GB capacity  each	29	52161535-DV-R01		unit	Communications Technology
32	30	45121517-DO-C01	CAMERA, 3.2mp	unit	
32 43201827-HD-X02 DRIVE, 1TB, unit 2.5"HDD, USB 3.0  33 43202010-FD-U01 FLASH DRIVE, 16 GB capacity each	31	43202003-DV-W01	DVD REWRITABLE	each	
33 43202010-FD-U01 GB capacity each	32	43201827-HD-X02	DRIVE, 1TB,	unit	IT Products
34 43211708-MO-O01 MOUSE, OPTICAL unit	33	43202010-FD-U01		each	
	34	43211708-MO-O01	MOUSE, OPTICAL	unit	

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35	45111609-MM-P01	MULTIMEDIA PROJECTOR, 4000 ANSI Lumens min.	unit	
36	43212102-PR-D02	PRINTER, IMPACT DOT MATRIX, 24 pins, 136 column	unit	IT Products
37	43212102-PR-D01	PRINTER, IMPACT DOT MATRIX, 9 pins, 80 columns	unit	11 110 0000
38	43212105-PR-L01	PRINTER, LASER, MONOCHROME	unit	
39	39101605-FL-T04	FLUORESCENT LAMP, 28 WATTS	tube	
40	39101628-LB-L01	LED LIGHT BULB, 7 watts max.	each	Lighting Supplies
41	39101628-LT-L01	LED LINEAR TUBE, 18 watts	tube	
42	44121619-PS-M01	PENCIL SHARPENER	each	
43	44101602-PU-P01	PUNCHER, paper, heavy duty	each	
44	44121613-SR-P01	STAPLE REMOVER, PLIER TYPE	each	Office Device
45	44121615-ST-B01	STAPLER, BINDER TYPE	unit	Office Bevice
46	44121615-ST-S01	STAPLER, STANDARD TYPE	each	
47	44121605-TD-T01	TAPE DISPENSER, TABLE TOP	each	
48	44101602-PB-M01	BINDING AND PUNCHING MACHINE	unit	
49	44101807-CA-C01	CALCULATOR, COMPACT	unit	
50	44101808-CA-S01	CALCULATOR, SCIENTIFIC	unit	Office
51	44103202-DS-M01	DATING AND STAMPING MACHINE	each	Equipment
52	44101714-FX-M01	FACSIMILE MACHINE	unit	
53	44101603-PS-M01	PAPER SHREDDER	unit	

54	44101601-PT-M01	PAPER TRIMMER/CUTTING MACHINE	unit	Office Equipment
55	13111203-AC-F01	ACETATE	roll	
56	44122037-RB-P09	BINDING RING, PLASTIC, 32MM (formerly known as Ring Binder)	bundle	
57	13111201-CF-P01	CARBON FILM, A4	box	
58	13111201-CF-P02	CARBON FILM, LEGAL	box	
59	44121710-CH-W01	CHALK, WHITE ENAMEL	box	
60	60121413-CB-P01	CLEARBOOK, A4 SIZE	each	
61	60121413-CB-P02	CLEARBOOK, LEGAL	Each	
62	44122105-BF-C01	CLIP, BACKFOLD, 19MM	box	
63	44122105-BF-C02	CLIP, BACKFOLD, 25MM	box	Office Supplies
64	44122105-BF-C03	CLIP, BACKFOLD, 32MM	box	
65	44122105-BF-C04	CLIP, BACKFOLD, 50MM	box	
66	44121801-CT-R01	CORRECTION TAPE	each	
67	44121612-BL-H01	CUTTER BLADE	tube	
68	44121612-CU-H01	CUTTER KNIFE	each	
69	44111515-DF-B01	DATA FILE BOX	each	
70	44122011-DF-F01	DATA FOLDER	each	
71	44121506-EN-X02	ENVELOPE, EXPANDING, PLASTIC	each	
72	44111912-ER-B01	ERASER, FELT, FOR BLACKBOARD OR WHITEBOARD	each	

73	60121534-ER-P01	ERASER, PLASTIC OR RUBBER	each	
74	44122118-FA-P01	FASTENER, METAL	box	
75	44111515-FO-X01	FILE ORGANIZER, LEGAL	each	
76	44122018-FT-D01	FILE TAB DIVIDER, A4	set	
77	44122018-FT-D02	FILE TAB DIVIDER, LEGAL	set	
78	44122011-FO-F01	FOLDER, FANCY, A4	bundle	
79	44122011-FO-F02	FOLDER, FANCY, LEGAL	bundle	
80	44122011-FO-L01	FOLDER, L-TYPE, A4 SIZE	pack	
81	44122011-FO-L02	FOLDER, L-TYPE, LEGAL SIZE	pack	
82	44122027-FO-P01	FOLDER, PRESSBOARD	box	
83	44122011-FO-T01	FOLDER, with TAB, A4	pack	Office Supplies
84	44122011-FO-T02	FOLDER, with TAB, LEGAL	pack	
85	31201610-GL-J01	GLUE, all purpose	jars	
86	44122008-IT-T01	INDEX TAB	box	
87	14111609-LL-C01	LOOSELEAF COVER	bundle	
88	44111515-MF-B02	MAGAZINE FILE BOX, LARGE	each	
89	14111514-NP-S02	NOTEPAD, STICK- ON, 2X3	pad	
90	14111514-NP-S03	NOTEPAD, STICK- ON, 3X3	pad	
91	14111514-NP-S04	NOTEPAD, STICK- ON, 3X4	pad	
92	44122104-PC-G01	PAPER CLIP, 33mm	box	

93	44122104-PC-J02	PAPER CLIP, 48mm	box	
94	55121905-PH-F01	PHILIPPINE NATIONAL FLAG	each	
95	44122101-RU-B01	RUBBER BAND	box	
96	41111604-RU-P02	RULER, PLASTIC, 450MM	each	
97	44121618-SS-S01	SCISSORS	pair	
98	12171703-SI-P01	STAMP PAD INK	bottle	
99	44121905-SP-F01	STAMP PAD, FELT	each	
100	31151804-SW-H01	STAPLE WIRE, HEAVY DUTY, 23/13	box	Office Supplies
101	31151804-SW-S01	STAPLE WIRE, STANDARD	box	
102	31201503-TA-M01	TAPE, MASKING, width: 24mm	roll	
103	31201503-TA-M02	TAPE, MASKING, width: 48mm	roll	
104	31201517-TA-P01	TAPE, PACKAGING, width: 48mm	roll	
105	31201512-TA-T01	TAPE, TRANSPARENT, width: 24mm	roll	
106	31201512-TA-T02	TAPE, TRANSPARENT, width: 48mm	roll	
107	31151507-TW-P01	TWINE, PLASTICF	roll	
108	14111525-CA-A01	CARTOLINA, ASSORTED COLORS	pack	
109	14111506-CF-L11	CONTINUOUS FORM, 1 PLY, 280 x 241mm	box	Donar Droduota
110	14111506-CF-L12	CONTINUOUS FORM, 1 PLY, 280MM X 378MM	box	Paper Products
111	14111506-CF-L21	CONTINUOUS FORM, 2 PLY, 280 x 241mm	box	

		COMMUNICATION		
112	14111506-CF-L22	CONTINUOUS FORM, 2 PLY, 280MM X 378MM	box	
113	14111506-CF-L31	CONTINUOUS FORM, 3 PLY, 280 x 241mm	box	
114	14111506-CF-L32	CONTINUOUS FORM, 3 PLY, 280MM X 378MM	box	
115	44121506-EN-D01	ENVELOPE, DOCUMENTARY, for A4 size document	box	
116	44121506-EN-D02	ENVELOPE, DOCUMENTARY, for legal size document	box	
117	44121506-EN-X01	ENVELOPE, EXPANDING, KRAFTBOARD, for legal size	box	
118	44121506-EN-M01	ENVELOPE, MAILING	box	
119	44121504-EN-W01	ENVELOPE, MAILING, WITH WINDOW	box	Paper Products
120	14111514-NB-S01	NOTEBOOK, STENOGRAPHER	each	1 aper 1 roddets
121	14111531-PP-R01	PAD PAPER, RULED	pad	
122	14111507-PP-M01	PAPER, MULTICOPY, 80gsm, A4	ream	
123	14111507-PP-M02	PAPER, MULTICOPY, 80gsm, size: 216mm x 330mm	ream	
124	14111507-PP-C01	PAPER, Multi- Purpose (COPY) A4, 70 gsm.	ream	
125	14111507-PP-C02	PAPER, Multi- Purpose (COPY) Legal, 70 gsm.	ream	
126	14111503-PA-P01	PAPER, PARCHMENT	box	
127	14111818-TH-P02	PAPER, THERMAL, 216mm x 30m	roll	
128	14111531-RE-B01	RECORD BOOK, 300 PAGES	book	

129	14111531-RE-B02	RECORD BOOK, 500 PAGES	book	
130	14111704-TT-P01	TOILET TISSUE PAPER	pack	Paper Products
131	60121124-WR-P01	WRAPPING PAPER	pack	
132	56101504-CM-B01	CHAIR, MONOBLOC, BEIGE	each	
133	56101504-CM-W01	CHAIR, MONOBLOC, WHITE	each	
134	47131601-DU-P01	DUST PAN, non-rigid plastic	each	
135	56101519-TM-S02	MONOBLOC, TABLE, BEIGE	unit	Plastic Molded
136	56101519-TM-S01	MONOBLOC, TABLE, WHITE	unit	Products
137	47121804-MP-B01	MOPBUCKET	unit	
138	47121701-TB-P01	TRASHBAG, plastic, gusseted type, black	roll/pack	
139	47121702-WB-P01	WASTEBASKET, NON RIGID PLASTIC	each	
140	55101524-RA-H01	HANDBOOK ON RA9184	book	Printing Services
141	44121716-MA-F01	MARKER, FLUORESCENT, 3 colors per set	set	
142	44121708-MP-B01	MARKER, PERMANENT, bullet type, black	each	
143	44121708-MP-B02	MARKER, PERMANENT, bullet type, blue	each	Writing Instruments
144	44121708-MP-B03	MARKER, PERMANENT, bullet type, red	each	monuments
145	44121708-MW-B01	MARKER, WHITEBOARD, black	each	
146	44121708-MW-B02	MARKER, WHITEBOARD, blue	each	

147	44121708-MW-B03	MARKER, WHITEBOARD, red	each	
148	44121706-PE-L01	PENCIL, LEAD WITH ERASER	box	
149	60121524-SP-G01	SIGN PEN, BLACK, liquid/gel ink, 0.5mm needle tip	each	Writing Instruments
150	60121524-SP-G02	SIGN PEN, BLUE, liquid/gel ink, 0.5mm needle tip	each	
151	60121524-SP-G03	SIGN PEN, RED, liquid/gel ink, 0.5mm needle tip	each	

