

# **PHILIPPINE BIDDING DOCUMENTS**

## **SUPPLY AND DELIVERY OF PREPACKED FAMILY FOOD PACKS THROUGH FRAMEWORK AGREEMENT**

Government of the Republic of the Philippines

**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

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>5</b>
<b>Section I. Invitation to Bid.....</b>	<b>8</b>
<b>Section II. Instructions to Bidders.....</b>	<b>12</b>
1. Scope of Bid .....	13
2. Funding Information.....	13
3. Bidding Requirements .....	13
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	13
5. Eligible Bidders.....	13
6. Origin of Goods .....	14
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 .....	16
15. Sealing and Marking of Bids .....	17
16. Deadline for Submission of Bids .....	17
17. Opening and Preliminary Examination of Bids .....	17
18. Domestic Preference .....	17
19. Detailed Evaluation and Comparison of Bids .....	18
20. Post-Qualification .....	18
21. Signing of the Contract .....	19
<b>Section III. Bid Data Sheet .....</b>	<b>20</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>24</b>
1. Scope of Contract .....	25
2. Advance Payment and Terms of Payment .....	25
3. Performance Security .....	25
4. Inspection and Tests .....	26
5. Warranty .....	26
6. Liability of the Supplier .....	26
<b>Section V. Special Conditions of Contract .....</b>	<b>27</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>32</b>
<b>Section VII. Technical Specifications .....</b>	<b>34</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>49</b>
<b>Section IX . Bidding Forms.....</b>	<b>52</b>

1.	Bid Form for the Procurement of Goods .....	53
2.	Price Proposal Form.....	55
3.	Price Schedule for Goods Offered from within the Philippines.....	56
4.	Price Schedule for Goods Offered from Abroad.....	58
5.	Bid Securing Declaration Form.....	60
6.	Omnibus Sworn Statement.....	61
7.	Performance Securing Declaration.....	63
8.	Statement of Single Largest Completed Contract .....	65
9.	Statement of all Ongoing Government & Private Contracts.....	65
10.	Framework Agreement.....	66

# *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***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

DISASTER RESPONSE MANAGEMENT DIVISION  
FIELD OFFICE –CORDILLERA ADMINISTRATIVE REGION  
BIDS AND AWARDS COMMITTEE

**INVITATION TO BID FOR THE**  
***Supply and Delivery of Prepacked Family Food Packs***  
***through Framework Agreement***  
***ITB 2022-DSWD-CAR-DRMD-001***

1. The Department of Social Welfare and Development - Cordillera Administrative Region, using A **Single-Year Framework Agreement**, through the Quick Response Fund (QRF) intends to the apply the sum of **One Hundred Eighty Two Million Five Hundred Thousand Pesos (Php 182,500,000.00)** being the Approved Budget for the Contract (ABC) corresponding to the total cost of each Lot to be bid out in accordance with the provisions of the Revised IRR of R.A. 9184 on the use of the Approved Guidelines on the use of Single Year Framework Agreement under GPBB Resolution No. 27-2019. Bids received in excess of the total cost per item shall be automatically rejected.

<b>Supply and Delivery of Prepacked Family Food Packs through Framework Agreement</b>			
Lot Number	Particulars	Quantity/Unit	ABC per Item (in Phil Peso)
<b>1</b>	Rice in Vacuum Plastic Bag 2 (3kgs of rice ) or 1 (6 kgs rice)	125,000 FFPS	96,250,000.00
	Corned Beef (4tins)		
	Canned Sardines (2 tins)		
	Tuna (4 tins)		
	Instant Coffee (5 sachet)		
	Powdered Cereal Drink (5 sachet)		
	Regular Slotted Cartoon		
	<b>2</b>		
Corned Beef (4tins)			
Canned Sardines (2 tins)			
Tuna (4 tins)			
Instant Coffee (5 sachet)			
Powdered Cereal Drink (5 sachet)			
Regular Slotted Cartoon			

2. The Department of Social Welfare and Development - Cordillera Administrative Region now invites bids for **Supply and Delivery of Prepacked Family Food Packs through Framework Agreement**. is as per schedule indicated in the Call-Off-Order. Bidders should have completed, **within three (3)** years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **DSWD FOCAR – Office of the Disaster Response Management Division** and inspect the Bidding Documents at the address given below during office hours, 8:00 AM to 5:00 PM, Monday to Friday except holidays.

5. A complete set of Bidding Documents may be acquired by interested Bidders on *January 21, 2022 to February 10, 2022* from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount as follows:

- **Lot 1: Twenty-Five Thousand Pesos (Php 25,000.00 )**
- **Lot 2: Twenty-Thousand Pesos (Php 25,000.00)**
- **Lot 1 and Lot 2: Twenty-Five Thousand Pesos (Php 25,000.00)**

6. The Department of Social Welfare and Development - Cordillera Administrative Region will hold a Pre-Bid Conference<sup>1</sup> on *January 27, 2022 at 10:00 AM* at *DSWD-CAR Premises* and/or through video conferencing or Google Meet with the link <https://meet.google.com/ijj-rzpe-bhh> which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat and personally submitted by the bidder/bidder’s representative at the office address indicated below on or before 12 NN of February 10,2022. Late bids shall not be accepted.

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

---

<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

9. Bid opening shall be on 1:30 PM of February 10, 2022 at DSWD-CAR Premises and via google meet with the link <https://meet.google.com/ofr-axcw-vet>. Bids will be opened in the presence of the bidders' representative who choose to attend the activity.
10. The Department of Social Welfare and Development - Cordillera Administrative Region reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
  
*DRMD PROCUREMENT*  
*Disaster Response Management Division*  
*DSWD CAR*  
*No. 40, North Drive Baguio City*  
*dgyfagyan@dswd.gov.ph*  
*(074) 661-0430 Local 25021*  
*Mobile numbers : 09776744791*  
*09950135983*
12. You may visit the following website for downloading of Bidding Documents:  
<https://car.dswd.gov.ph/downloads/procurement/procurement-opportunities/>

-SGD-  
**ENRIQUE H. GASCON JR**  
*BAC Chairperson*

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development - Cordillera Administrative Region** wishes to receive Bids for the **Supply and Delivery of Prepacked Family Food Packs Through Framework Agreement** under a Single-Year Framework Agreement with identification number ITB 2022-DSWD-CAR-DRMD-001.

The Procurement Project (referred to herein as “Project”) is composed of two (2) lots, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GoP through the source of funding, Quick Response Fund as indicated below in the amount of *One Hundred Eighty Two Million Five Hundred Thousand Pesos (Php 182,500,000.00)*

2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

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

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 equivalent to:

**Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least twenty-five percent (25%) in the case of expendable supplies of the ABC for this Project.**

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**

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **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 the **BDS**.



- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **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>2</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**.

---

<sup>2</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.

- 14.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) Calendar Days** from the Opening of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 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**.

## **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.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
  - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 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, which shall be awarded as separate contracts per item.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not

be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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**.

## **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***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

<b>ITB Clause</b>													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Supply and delivery of Prepacked Family Food Packs</li> <li>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>												
7.1	<i>Subcontracting is not allowed.</i>												
12	The price of the Goods shall be quoted DDP Baguio City Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.												
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than 2% of the ABC to be bid if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"><b>(2%)</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>LOT 1</b></td> <td style="text-align: center;">1,925,000.00</td> </tr> <tr> <td style="text-align: center;"><b>LOT 2</b></td> <td style="text-align: center;">1,725,000.00</td> </tr> </tbody> </table> <p>b. The amount of not less than 5% of the ABC to be bid if bid security is in surety bond</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"><b>(5%)</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>LOT 1</b></td> <td style="text-align: center;">4,812,500.00</td> </tr> <tr> <td style="text-align: center;"><b>LOT 2</b></td> <td style="text-align: center;">4,312,500.00</td> </tr> </tbody> </table>		<b>(2%)</b>	<b>LOT 1</b>	1,925,000.00	<b>LOT 2</b>	1,725,000.00		<b>(5%)</b>	<b>LOT 1</b>	4,812,500.00	<b>LOT 2</b>	4,312,500.00
	<b>(2%)</b>												
<b>LOT 1</b>	1,925,000.00												
<b>LOT 2</b>	1,725,000.00												
	<b>(5%)</b>												
<b>LOT 1</b>	4,812,500.00												
<b>LOT 2</b>	4,312,500.00												

19.3	<table border="1"> <thead> <tr> <th colspan="4" data-bbox="453 300 1383 378"><b>Supply and Delivery of Prepacked Family Food Packs through Framework Agreement</b></th> </tr> <tr> <th data-bbox="453 378 608 461">Lot Number</th> <th data-bbox="608 378 890 461">Particulars</th> <th data-bbox="890 378 1136 461">Quantity/Unit</th> <th data-bbox="1136 378 1383 461">ABC per Item (in Phil Peso)</th> </tr> </thead> <tbody> <tr> <td data-bbox="453 461 608 1014" rowspan="7"><b>1</b></td> <td data-bbox="608 461 890 577">Rice in Vacuum Plastic Bag 2 (3kgs of rice )</td> <td data-bbox="890 461 1136 1014" rowspan="7">125,000 FFPS</td> <td data-bbox="1136 461 1383 1014" rowspan="7">96,250,000.00</td> </tr> <tr> <td data-bbox="608 577 890 651">Corned Beef (4tins)</td> </tr> <tr> <td data-bbox="608 651 890 725">Canned Sardines (2 tins)</td> </tr> <tr> <td data-bbox="608 725 890 799">Tuna (4 tins)</td> </tr> <tr> <td data-bbox="608 799 890 873">Instant Coffee (5 sachet)</td> </tr> <tr> <td data-bbox="608 873 890 947">Powdered Cereal Drink (5 sachet)</td> </tr> <tr> <td data-bbox="608 947 890 1014">Regular Slotted Cartoon</td> </tr> <tr> <td data-bbox="453 1014 608 1532" rowspan="7"><b>2</b></td> <td data-bbox="608 1014 890 1099">Rice in Sako Bag (6 kgs )</td> <td data-bbox="890 1014 1136 1532" rowspan="7">125,000 FFPS</td> <td data-bbox="1136 1014 1383 1532" rowspan="7">86,250,000.00</td> </tr> <tr> <td data-bbox="608 1099 890 1173">Corned Beef (4tins)</td> </tr> <tr> <td data-bbox="608 1173 890 1247">Canned Sardines (2 tins)</td> </tr> <tr> <td data-bbox="608 1247 890 1321">Tuna (4 tins)</td> </tr> <tr> <td data-bbox="608 1321 890 1395">Instant Coffee (5 sachet)</td> </tr> <tr> <td data-bbox="608 1395 890 1469">Powdered Cereal Drink (5 sachet)</td> </tr> <tr> <td data-bbox="608 1469 890 1532">Regular Slotted Cartoon</td> </tr> </tbody> </table>	<b>Supply and Delivery of Prepacked Family Food Packs through Framework Agreement</b>				Lot Number	Particulars	Quantity/Unit	ABC per Item (in Phil Peso)	<b>1</b>	Rice in Vacuum Plastic Bag 2 (3kgs of rice )	125,000 FFPS	96,250,000.00	Corned Beef (4tins)	Canned Sardines (2 tins)	Tuna (4 tins)	Instant Coffee (5 sachet)	Powdered Cereal Drink (5 sachet)	Regular Slotted Cartoon	<b>2</b>	Rice in Sako Bag (6 kgs )	125,000 FFPS	86,250,000.00	Corned Beef (4tins)	Canned Sardines (2 tins)	Tuna (4 tins)	Instant Coffee (5 sachet)	Powdered Cereal Drink (5 sachet)	Regular Slotted Cartoon
<b>Supply and Delivery of Prepacked Family Food Packs through Framework Agreement</b>																													
Lot Number	Particulars	Quantity/Unit	ABC per Item (in Phil Peso)																										
<b>1</b>	Rice in Vacuum Plastic Bag 2 (3kgs of rice )	125,000 FFPS	96,250,000.00																										
	Corned Beef (4tins)																												
	Canned Sardines (2 tins)																												
	Tuna (4 tins)																												
	Instant Coffee (5 sachet)																												
	Powdered Cereal Drink (5 sachet)																												
	Regular Slotted Cartoon																												
<b>2</b>	Rice in Sako Bag (6 kgs )	125,000 FFPS	86,250,000.00																										
	Corned Beef (4tins)																												
	Canned Sardines (2 tins)																												
	Tuna (4 tins)																												
	Instant Coffee (5 sachet)																												
	Powdered Cereal Drink (5 sachet)																												
	Regular Slotted Cartoon																												
20.2	<p>The Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) as the case may be, for each item shall submit the following additional documents and/or samples during the Post-Qualification Stage:</p> <ol style="list-style-type: none"> <li>1. The food items and packaging materials should be properly packed/handled without any damages and no unacceptable appearance, the bidder should submit during Post Qualification, actual products with required markings or layout subject for machine testing and inspection.</li> <li>2. For Corned Beef and Canned Sardines - Submission during Post Qualification of a Certification from Food and Nutrition Research Institute (FNRI) attesting the product/s to have passed the daily Recommended Energy</li> </ol>																												

	<p>and Nutrient Intake (RENI) per serving based on 19-29-year-old-male Philippine Standards, and fortified with vitamins and minerals.</p> <p>3. For Powdered Cereal Drink and Instant Coffee - submit samples during Post Qualification for verification. Markings may not be considered/ required only in times of disaster or when the time is of essence.</p> <p>4. Following are the requirements in order to determine whether the bidder is able to acquire the product from the manufacturer or trader without prejudice to the volume of the order of RROS, to wit:</p> <p>4.1 <b>DIRECT DISTRIBUTORS FROM THE PRODUCT MANUFACTURER</b> must submit any of the following:</p> <ul style="list-style-type: none"> <li>i. Certification of Distributorship;</li> <li>ii. Memorandum of Agreement with the manufacturer of the item/product offered specifying their partnership/engagement for at least one year from the time of submission of bid;</li> <li>iii. OR any equivalent document that establishes that the owner or trader of the specific products offered has the authority to sell or distribute specific brand or products, whichever is applicable.</li> </ul> <p>4.2 <b>DIRECT DISTRIBUTORS FROM ANY LEADING ONE-STOP GROCERY DISTRIBUTION COMPANY/ COMMERCIAL CORPORATION/ TRADER</b> must submit any of the following:</p> <ul style="list-style-type: none"> <li>i. Certification of Distributorship;</li> <li>ii. Memorandum of Agreement with any Leading One-Stop Grocery Distribution Company/ Commercial Corporation/ Trader specifying their partnership/engagement for at least one year from the time of submission of bid;</li> <li>iii. OR any document that assures availability of the product to the bidder for a period of one (1) year.</li> </ul> <p>5. The bidder must guarantee good quality of delivered goods, otherwise, items deemed reject upon inspection should be replaced within one week or a buffer of two percent (2 %) should be ensured every delivery.</p>
21.2	<i>No Further instructions.</i>



## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in 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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>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:</p> <p>“The delivery terms applicable to the Contract are DDP delivered to the <b>Project Site and/or Delivery Sites stated in the Section VI (Schedule of Requirements)</b>. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered <b>Project Site and/or Delivery Sites stated in the Section VI (Schedule of Requirements)</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>

- 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:

1. 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
2. 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 costs 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 two (2) months.

Spare parts or components shall be supplied as promptly as possible, but in any case, within two (2) months of placing the order.

	<p><b>Packaging –</b></p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>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.</p> <p><b>Transportation –</b></p> <p>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.</p> <p>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.</p>

	<p>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.</p> <p>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.</p> <p><b>Intellectual Property Rights –</b></p> <p>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.</p>
2.2	<p>Payment shall be made upon completion of delivery per Call-off, subject to the submission and/or completion of the required documents for payments:</p> <ul style="list-style-type: none"> <li>i. Duly signed and approved Call-offs and/or Purchase Order;</li> <li>ii BIR VAT Registered Supplier’s Invoice issued to DSWD;</li> <li>iii. Supplier’s Delivery Receipt duly received/signed by DSWD Authorized Representative at the delivery sites/places;</li> <li>iv. Inspection and Acceptance Report; and</li> <li>v. Other Documents that may be identified by DSWD.</li> </ul>
4	<p>The DSWD FOCAR – Inspection Committee shall inspect the Goods upon delivery to any DSWD designated delivery sites/places. DSWD reserves the right to inspect or test the Goods and accept or reject any or all items delivered not in accordance with the specifications indicated in the Section VII (Technical Specifications) and the Framework Agreement List</p>



# *Section VI. Schedule of Requirements*

## *Framework Agreement List*

**FRAMEWORK AGREEMENT LIST**  
 DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT  
 FIELD OFFICE- CORDILLERA ADMINISTRATIVE REGION

**PROCUREMENT OF SUPPLY AND DELIVERY OF PREPACKED FAMILY FOOD PACKS THROUGH FRAMEWORK AGREEMENT**

**Note:** Put a check (✓) mark on the lot/s you are intend to participate.

	LOT NO.	DESCRIPTION	MAXIMUM QUANTITY	MINIMUM ORDER PER CALL-OFF
[ ]	<b>1</b>	Rice in Vacuum Plastic Bag (2 packs - 3kgs of rice )	125,000 FFPS	1000 FFPS
		Corned Beef (4 tins)		
		Canned Sardines (2 tins)		
		Tuna (4 tins)		
		Instant Coffee (5 sachets)		
		Powdered Cereal Drink (5 sachets)		
		Regular Slotted Cartoon		
[ ]	<b>2</b>	Rice in Sako Bag (6kgs of rice)	125,000 FFPS	1000 FFPS
		Corned Beef (4 tins)		
		Canned Sardines (2 tins)		
		Tuna (4 tins)		
		Instant Coffee (5 sachet)		
		Powdered Cereal Drink (5 sachet)		
		Regular Slotted Cartoon		

<b>Expected Delivery Time Frame after Receipt of a Call-Off :</b>	Within a maximum of three (3) calendar days or seventy-two (72) hours as provided in the Call-Offs. In case the Procuring Entity requires the maximum quantity , a different delivery time will be provided in the call-offs , in which case , the period stated in the latter shall prevail .
<b>Period of remedy for defects:</b>	The bidder must guarantee good quality of delivered goods, otherwise, items deemed reject upon inspection should be replaced within one week or a buffer of two percent (2 %) should be ensured every delivery.
<b>Delivery Site :</b>	Delivery site shall be at the DSWD CAR Regional (Puguis) or Satellite warehouses within Cordillera Administrative Region or any point in Luzon through land transportation whenever necessary which shall be indicated in the Call-Off .
<b>Contract Duration:</b>	The contract is a Single-Year Framework Agreement commencing from the receipt of Notice to Execute Framework Agreement until 31 December 2022 or upon consumption of the total quantity for each item, whichever comes first.
<b>Quality Checking:</b>	There will be unannounced spot checking during the production of goods by the Technical Working Group.
<b>Payment Terms:</b>	Payment shall be made upon completion of delivery per Call-off, subject to the submission and/or completion of the required documents for payments.
<b>Flexibility Clause :</b>	This framework agreement permits flexibility at the outset of the agreement for the winning suppliers who are not able to commit to a fixed level of supplying a particular brand presented during the post-qualification. Provided, the nature of modification is due to fortuitous events and the modified brand is responsive to the technical specifications set by the bureau. Notwithstanding, variations to the provisions of this agreement between the DRMD and the winning suppliers are permitted, subject to Head of the Procuring Entity's (HOPE's) approval.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly Authorized to sign the bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# Technical Specifications

## PROCUREMENT OF SUPPLY AND DELIVERY OF PREPACKED FAMILY FOOD PACKS THROUGH FRAMEWORK AGREEMENT

<i>Lot No.</i>	<i>Technical Specifications / Scope of Work</i>	<i>Bidder's Specifications Statement of Compliance<sup>2</sup></i> (Please indicate detailed/actual specifications of the product being offered)
<b>1</b>	<p><b>RICE IN VACUUM PLASTIC BAG</b></p> <p>A. VACUUM-PACKED RICE RICE:</p> <ul style="list-style-type: none"> <li>• Type-Vacuum-packed Rice</li> <li>• Weight: 2 for 3 kgs</li> <li>• Packaging: Vacuum Plastic Bag</li> <li>• Must be white in color, medium grain, and regular to well-milled with approximately 75% whole grain and 25% broken rice.</li> <li>• Shall be free from objectionable and foreign odors, live insect, pests and other contaminants.</li> <li>• End-user may have the option to subject rice to cooking and taste test to verify sensory properties.</li> <li>• Shelf life Rice must be free from infestation within three (3) months from the date of delivery</li> <li>• Vacuum packed rice should not loosen within 3 months from delivery. Should this happen, supplier shall be informed immediately for replacement.</li> </ul> <p>PACKAGING:</p> <ul style="list-style-type: none"> <li>• Type: Vacuum Plastic Bag</li> </ul> <p>Quantity:2 for 3kgs            Materials: Nylon/ Polyethylene            Size: 14" L x 11" W (+/-5% variance)            Seaming:            Side and Bottom Seal 10mm (+/- 2% clearance) for 3 kgs pack            Thickness: 150 microns (+/-5% variance)            Markings: Must include DSWD Marking in the label</p>	<p>Brand:</p> <p>Detailed Specifications:</p>



**DSWD logo**

Size: 9 L X 2.5 W inches Color: Red, Blue and Yellow

**Relief supplies**

Font style: Arial  
 Font size: 75.5 pt (300 dpi) Font color: red

**Not for sale**

Font style: Arial bold Font size: 40 pt (300 dpi) Font color: red

\*Printed in sticker placed outside the vacuum plastic bag

**CORNED BEEF**

**a. Type:** Plain corned beef, not guisado/chunky/ karne norte (Non-Easy Open Can)

**b. Net Weight:** at least 150 grams

**c. Certification:** Certified HALAL Product printed in the product label

**d. Label Information:** With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."

**e. Tin Can Thickness:**

Top & Bottom End: 0.14mm

Body: 0.14mm

**f. No of Beads:** minimum of 10 beads

**g. Expiration:** should indicate expiry, **not less than two (2)** years from date of delivery

**h. Special Requirement:** Must have shelf life of at least two (2) years at the time of

delivery. Strictly not dented, not rusty, and not spoiled.

**i. Other Requirement:** The brand must be existing in the Philippine Market for at least 5 years.

**j. Quantity/FFP :** four (4) tins

### **SARDINES**

**a.Type:** In Tomato Sauce (Non-Easy Open Can)

**b.Net Weight:** at least 155 grams

**c. Size of Sardines:** Atleast 3-4 pieces of sardines or equivalent

Length of each cut of sardines must be around 2 ½- 3 ½ inches or equivalent

Note: Aggregate length pieces of sardines must not be less than the minimum requirements

(3 pieces x 2 ½ inches = 7.5 inches)

**d. Certification:** Certified HALAL Product printed in the product label

**e. Label Information:** With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."

**f. Tin Can Thickness:**

Top & Bottom End: 0.14mm

Body: 0.14mm

**g. No of Beads:** minimum of 10 beads

**h. Expiration:** should indicate expiry, **not less than two (2) years** from date of delivery

**i.Special Requirement:** : Must have shelf life of at least two (2) years at the time of delivery. Strictly not dented, not rusty, and not spoiled.

**j. Other Requirement :** The brand must be existing in the Philippine Market for at least 5 years.

**k. Quantity/FFP :** two (2) tins

### **TUNA**

**a. Type:** Canned Tuna Flakes , In Oil, Not Spicy , (Non-Easy Open Can)

**b.Net Weight :**at least 155 grams

	<p><b>c. Certification:</b> Certified HALAL Product printed in the product label</p> <p><b>d. Label Information:</b> With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."</p> <p><b>e. Tin Can Thickness:</b> Top &amp; Bottom End: 0.14mm Body: 0.14mm</p> <p><b>f. No of Beads:</b> minimum of 10 beads</p> <p><b>g. Expiration:</b> should indicate expiry, <b>not less than two (2)</b> years from date of delivery</p> <p><b>h.Special Requirement:</b> : Must have shelf life of at least two (2) years at the time of delivery. Strictly not dented, not rusty, and not spoiled.</p> <p><b>i. Other Requirement :</b> The brand must be existing in the Philippine Market for at least 5 years.</p> <p><b>j. Quantity/FFP :</b> four (4) tins</p> <p><b>INSTANT COFFEE</b></p> <p><b>a. Type:</b> 3 in 1 Mix (Coffee, Sugar and Creamer)</p> <p><b>b.Net Weight :</b> at least 20 grams</p> <p><b>c. Certification:</b> Certified HALAL Product printed in the product label</p> <p><b>d. Label Information:</b> With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."</p> <p><b>e. Expiration:</b> should indicate expiry, <b>not less than one (1)</b> year from date of delivery</p> <p><b>f. Special Requirement:</b> Must have a shelf life of at least one (1) year at the time of delivery.</p> <p><b>g. Other Requirement:</b> A twin pack is acceptable. One twin pack is equivalent to two sachets. The brand must be existing in the Philippine Market for at least 5 years.</p> <p><b>h. Quantity/FFP :</b> 5 sachets</p>	
--	---	--





**INSTANT CHOCO MALT DRINK**

- a. **Type:** Instant Choco malt
- b. **Net Weight :** atleast 20 grams
- c. **Certification:** Certified HALAL Product printed in the product label
- d. **Label Information:** With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."
- e. **Expiration:** should indicate expiry, **not less than nine (9)** months from date of delivery
- f. **Special Requirement:** Must have a shelf life of at least nine (9) months at the time of delivery.
- g. **Other Requirement:**  
The brand must be existing in the Philippine Market for at least 3 years.
- h. **Quantity/FFP :** 5 sachets

**REGULAR SLOTTED CARTOON (PACKAGING)**

- a. Unit of Measure: Piece
- b. Dimension: 395 mm L x 295 mm W x 130 mm H (+/- 5% variance)
- c. Thickness: 7mm (+/- 10%)
- d. Flute :B and C
- e. Walling: Double Wall
- f. Scoring: Double Scoring
- g. Flap :5mm (+/- 10% variance)
- h. Wax: Waxed inside and Unwaxed Outside
- k. Marking

	<p><b>Illustration</b></p> <p><b>Side A</b></p>  <p><b>Side B</b></p>  <p><b>Remarks</b></p> <ol style="list-style-type: none"> <li>1. Print Color: Red, Yellow and Blue</li> <li>2. **Included in the markings the international symbols on how to properly handle the product</li> <li>3. The DSWD Logo is based on the DSWD Branding Guidelines</li> <li>4. RSC size: 130 mm (H) x 395 mm (L) x 295 mm (W)</li> </ol> <p><b>WARNING:</b></p> <p>Repackaging goods from its original DSWD package is a criminal offense under DRRM Act of 2010 and shall be met with appropriate charges.</p> <p><b>HANDLE WITH CARE</b> L : 26.5cm H: 10.8cm</p> <p><b>RELIEF SUPPLIES</b> L : 17.6cm H: 1.3cm</p> <p><b>NOT FOR SALE</b> L : 15.5cm H: 1.7cm</p> <p><b>OUTER RECTANGLE</b> L : 29cm H: 9.5cm</p> <p><b>DSWD LOGO</b> L : 5cm H: 4.3cm</p> <p><b>DSWD</b> L : 15cm H: 4cm</p> <p><b>DSWD (Spell-Out)</b> L : 20cm H: 0.6cm</p> <p><b>RELIEF SUPPLIES</b> L : 20.7cm H: 10.7cm</p>	
<p>2</p>	<p><b>RICE IN SAKO BAG</b></p> <p>RICE:</p> <ul style="list-style-type: none"> <li>• Type-Sako Packed Rice</li> <li>• Weight: 6 kgs</li> <li>• Packaging: Sako Bag with stitches</li> <li>• Must be white in color, medium grain, and regular to well-milled with approximately 75% whole grain and 25% broken rice.</li> <li>• Shall be free from objectionable and foreign odors, live insect, pests and other contaminants.</li> <li>• End-user may have the option to subject rice to cooking and taste test to verify sensory properties.</li> </ul> <p>Shelf life Rice must be free from infestation within <b>three (3) months</b> from the date of delivery. Should this happen, supplier shall be informed immediately for replacement.</p> <p><b>PACKAGING:</b></p>	

- Materials: Nylon/ Polyethylene Material - Laminated (waterproof)
- Size: at least 11.5 in (w) x 17 in (L)
- Laminated bag White in color with DSWD Printing indicating Relief Supplies " Not For Sale"



**DSWD logo**

Size: 9 L X 2.5 W inches Color: Red, Blue and Yellow

**Relief supplies**

Font style: Arial  
 Font size: 75.5 pt (300 dpi) Font color: red

**Not for sale**

Font style: Arial bold Font size: 40 pt (300 dpi) Font color: red

**\*Printed in sako bag**

**CORNED BEEF**

- a. Type:** Plain corned beef, not guisado/ chunky/ karne norte (Non-Easy Open Can)
- b. Net Weight:** at least 150 grams
- c. Certification:** Certified HALAL Product printed in the product label
- d. Label Information:** With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."
- e. Tin Can Thickness:**  
 Top & Bottom End: 0.14mm  
 Body: 0.14mm
- f. No of Beads:** minimum of 10 beads
- g. Expiration:** should indicate expiry, **not less than two (2) years** from date of delivery

**h. Special Requirement:** Must have shelf life of at least two (2) years at the time of delivery. Strictly not dented, not rusty, and not spoiled.

**i. Other Requirement:** The brand must be existing in the Philippine Market for at least 5 years.

**j. Quantity/FFP :** four (4) tins

### **SARDINES**

**a.Type:** In Tomato Sauce (Non-Easy Open Can)

**b.Net Weight:** at least 155 grams

**c. Size of Sardines:** Atleast 3-4 pieces of sardines or equivalent

Length of each cut of sardines must be around 2 ½- 3 ½ inches or equivalent

Note: Aggregate length pieces of sardines must not be less than the minimum requirements

(3 pieces x 2 ½ inches = 7.5 inches)

**d. Certification:** Certified HALAL Product printed in the product label

**e. Label Information:** With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."

**f. Tin Can Thickness:**

Top & Bottom End: 0.14mm

Body: 0.14mm

**g. No of Beads:** minimum of 10 beads

**h. Expiration:** should indicate expiry, **not less than two (2) years** from date of delivery

**i.Special Requirement:** : Must have shelf life of at least two (2) years at the time of delivery. Strictly not dented, not rusty, and not spoiled.

**j. Other Requirement :** The brand must be existing in the Philippine Market for at least 5 years.

**k. Quantity/FFP :** two (2) tins

### **TUNA**

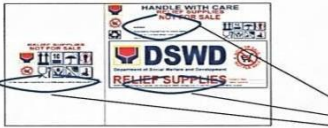

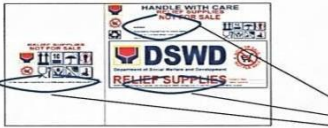

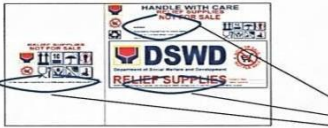

**a. Type:** Canned Tuna Flakes , In Oil, Not Spicy , (Non-Easy Open Can)

- b. Net Weight :** at least 155 grams
- c. Certification:** Certified HALAL Product printed in the product label
- d. Label Information:** With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."
- e. Tin Can Thickness:**  
Top & Bottom End: 0.14mm  
Body: 0.14mm
- f. No of Beads:** minimum of 10 beads
- g. Expiration:** should indicate expiry, **not less than two (2)** years from date of delivery
- h. Special Requirement:** : Must have shelf life of at least two (2) years at the time of delivery. Strictly not dented, not rusty, and not spoiled.
- i. Other Requirement :** The brand must be existing in the Philippine Market for at least 5 years.
- j. Quantity/FFP :** four (4) tins

**INSTANT COFFEE**

- a. Type:** 3 in 1 Mix (Coffee, Sugar and Creamer)
- b. Net Weight :** at least 20 grams
- c. Certification:** Certified HALAL Product printed in the product label
- d. Label Information:** With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."
- e. Expiration:** should indicate expiry, **not less than one (1)** year from date of delivery
- f. Special Requirement:** Must have a shelf life of at least one (1) year at the time of delivery.
- g. Other Requirement:**  
A twin pack is acceptable. One twin pack is equivalent to two sachets.  
The brand must be existing in the Philippine Market for at least 5 years.

	<p><b>h. Quantity/FFP : 5 sachets</b></p> <p><b>INSTANT CHOCO MALT DRINK</b></p> <p><b>a. Type:</b> Instant Choco malt</p> <p><b>b. Net Weight :</b> atleast 20 grams</p> <p><b>c. Certification:</b> Certified HALAL Product printed in the product label</p> <p><b>d. Label Information:</b> With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."</p> <p><b>e. Expiration:</b> should indicate expiry, <b>not less than nine (9)</b> months from date of delivery</p> <p><b>f. Special Requirement:</b> Must have a shelf life of at least nine (9) months at the time of delivery.</p> <p><b>g. Other Requirement:</b> The brand must be existing in the Philippine Market for at least 3 years.</p> <p><b>h. Quantity/FFP : 5 sachets</b></p> <p><b>REGULAR SLOTTED CARTOON (PACKAGING)</b></p> <p>a. Unit of Measure: Piece</p> <p>b. Dimension: 395 mm L x 295 mm W x 130 mm H (+/- 5% variance)</p> <p>c. Thickness: 7mm (+/- 10%)</p> <p>d. Flute :B and C</p> <p>e. Walling: Double Wall</p> <p>f. Scoring: Double Scoring</p> <p>g. Flap :5mm (+/- 10% variance)</p> <p>h. Wax: Waxed inside and Unwaxed Outside</p> <p>k. Marking</p>	
--	--	--

	<table border="1"> <thead> <tr> <th data-bbox="384 253 735 271">Illustration</th> <th data-bbox="735 253 946 271">Remarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 271 735 618"> <p>Side A</p>  <p>Side B</p>  </td> <td data-bbox="735 271 946 618"> <ol style="list-style-type: none"> <li>1. Print Color: Red, Yellow and Blue</li> <li>2. **Included in the markings the international symbols on how to properly handle the product</li> <li>3. The DSWD Logo is based on the DSWD Branding Guidelines</li> <li>4. RSC size: 130 mm (H) x 395 mm (L) x 295 mm (W)</li> </ol> <p>WARNING: Repackaging goods from its original DSWD package is a criminal offense under DRRM Act of 2010 and shall be met with appropriate charges.</p> </td> </tr> </tbody> </table> <table border="0"> <tr> <td>HANDLE WITH CARE L : 26.5cm H: 10.8cm</td> <td>RELIEF SUPPLIES L : 17.6cm H: 1.3cm</td> <td>NOT FOR SALE L : 15.5cm H: 1.7cm</td> <td>OUTER RECTANGLE L : 29cm H: 9.5cm</td> </tr> <tr> <td></td> <td></td> <td></td> <td>DSWD LOGO L : 5cm H: 4.3cm</td> </tr> <tr> <td></td> <td></td> <td></td> <td>DSWD L : 15cm H: 4cm</td> </tr> <tr> <td></td> <td></td> <td></td> <td>DSWD (Spell-Out) L : 20cm H: 0.6cm</td> </tr> <tr> <td></td> <td></td> <td></td> <td>RELIEF SUPPLIES L : 20.7cm H: 10.7cm</td> </tr> </table>	Illustration	Remarks	<p>Side A</p>  <p>Side B</p> 	<ol style="list-style-type: none"> <li>1. Print Color: Red, Yellow and Blue</li> <li>2. **Included in the markings the international symbols on how to properly handle the product</li> <li>3. The DSWD Logo is based on the DSWD Branding Guidelines</li> <li>4. RSC size: 130 mm (H) x 395 mm (L) x 295 mm (W)</li> </ol> <p>WARNING: Repackaging goods from its original DSWD package is a criminal offense under DRRM Act of 2010 and shall be met with appropriate charges.</p>	HANDLE WITH CARE L : 26.5cm H: 10.8cm	RELIEF SUPPLIES L : 17.6cm H: 1.3cm	NOT FOR SALE L : 15.5cm H: 1.7cm	OUTER RECTANGLE L : 29cm H: 9.5cm				DSWD LOGO L : 5cm H: 4.3cm				DSWD L : 15cm H: 4cm				DSWD (Spell-Out) L : 20cm H: 0.6cm				RELIEF SUPPLIES L : 20.7cm H: 10.7cm	
Illustration	Remarks																									
<p>Side A</p>  <p>Side B</p> 	<ol style="list-style-type: none"> <li>1. Print Color: Red, Yellow and Blue</li> <li>2. **Included in the markings the international symbols on how to properly handle the product</li> <li>3. The DSWD Logo is based on the DSWD Branding Guidelines</li> <li>4. RSC size: 130 mm (H) x 395 mm (L) x 295 mm (W)</li> </ol> <p>WARNING: Repackaging goods from its original DSWD package is a criminal offense under DRRM Act of 2010 and shall be met with appropriate charges.</p>																									
HANDLE WITH CARE L : 26.5cm H: 10.8cm	RELIEF SUPPLIES L : 17.6cm H: 1.3cm	NOT FOR SALE L : 15.5cm H: 1.7cm	OUTER RECTANGLE L : 29cm H: 9.5cm																							
			DSWD LOGO L : 5cm H: 4.3cm																							
			DSWD L : 15cm H: 4cm																							
			DSWD (Spell-Out) L : 20cm H: 0.6cm																							
			RELIEF SUPPLIES L : 20.7cm H: 10.7cm																							

## B. TERMS AND CONDITIONS

<p><b>Expected Delivery Time Frame after Receipt of a Call-Off :</b></p>	<p>Within a maximum of three (3) working days or seventy-two (72) hours as provided in the Call-Offs. When the last day of delivery falls on a weekend/holiday, the deadline shall be on the next working day . In case the Procuring Entity requires the maximum quantity , a different delivery time will be provided in the call-offs , in which case , the period stated in the latter shall prevail .</p>	
<p><b>Period of remedy for defects:</b></p>	<p>The bidder must guarantee good quality of delivered goods, otherwise, items deemed reject upon inspection should be replaced within one week or a buffer of two percent (2 %) should be ensured every delivery.</p>	
<p><b>Delivery Site:</b></p>	<p>Delivery site shall be at the DSWD CAR Regional or Satellite warehouses within Cordillera Administrative Region or any point in Luzon through land transportation whenever</p>	

	necessary which shall be indicated in the Call-Off .	
<b>Contract Duration:</b>	The contract is a Single-Year Framework Agreement commencing from the receipt of Notice to Execute Framework Agreement until 31 December 2022 or upon consumption of the total quantity for each item, whichever comes first.	
<b>Quality Checking:</b>	There will be unannounced spot checking during the production of goods by the Technical Working Group.	
<b>Payment Terms:</b>	Payment shall be made upon completion of delivery per Call-off, subject to the submission and/or completion of the required documents for payments.	
<b>Flexibility Clause:</b>	This framework agreement permits flexibility at the outset of the agreement for the winning suppliers who are not able to commit to a fixed level of supplying a particular brand presented during the post-qualification. Provided, the nature of modification is due to fortuitous events and the modified brand is responsive to the technical specifications set by the bureau. Notwithstanding, variations to the provisions of this agreement between the DRMD and the winning suppliers are permitted, subject to Head of the Procuring Entity's (HOPE's) approval.	

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly Authorized to sign the bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

*[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A*



*statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]*

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

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

### *Class “B” Documents*

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (i) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in

- government procurement activities for the same item or product.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

***SECTION IX-BIDDING FORMS***

## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

### BID FORM

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

*To: [name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers \_\_\_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, offer **to** (supply/deliver/perform) (description of the goods) in conformity with the said Public Bidding Documents. for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

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

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

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.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## PRICE PROPOSAL FORM

Date:

Invitation to Bid No.: 2022-DSWD-CAR-DRMD-001

Procurement of SUPPLY AND DELIVERY OF PREPACKED FAMILY FOOD PACKS  
THROUGH FRAMEWORK AGREEMENT

Lot No.	Particulars	Quantity	Unit Price (in Phil Peso)	Total Price (in Phil Peso)
<b>1</b>	-Rice in Vacuum Plastic Bag 2 (3kgs of rice) or 1 (6kgs of rice) -Corned Beef (4 tins) -Canned Sardines (2 tins) -Tuna (4 tins) -Instant Coffee (5 sachet) -Powdered Cereal Drink (5 sachet ) -Regular Slotted Cartoon	125,000 ffps.		
<b>2</b>	-Rice in Sako Bag (6kgs of rice) 2 (3kgs of rice) or 1 (6kgs of rice) -Corned Beef (4 tins) -Canned Sardines (2 tins) -Tuna (4 tins) -Instant Coffee (5 sachet) -Powdered Cereal Drink (5 sachet ) -Regular Slotted Cartoon			
<b>TOTAL CONTRACT PRICE</b>				

Note: In case of discrepancy between unit price and total price, the unit price will prevail  
Contract Price per item is inclusive of all applicable taxes.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly Authorized to sign the bid and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_



## PRICE SCHEDULE FOR GOODS OFFERED FROM WITHIN THE PHILIPPINES

(shall be submitted with the Bid if bidder is offering goods from within the Philippines)

### For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_.

Page \_\_\_\_ of \_\_\_\_.

Invitation to Bid<sup>3</sup> Number \_\_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4
1	-Rice in Vacuum Plastic Bag 2 (3kgs of rice) or 1 (6kgs of rice) -Corned Beef (4 tins) -Canned Sardines (2 tins) -Tuna (4 tins) -Instant Coffee (5 sachet) -Powdered Cereal Drink (5 sachet ) -Regular Slotted Cartoon	Philippines	125,000 FFPS						
2	-Rice in Sako Bag (6kgs of rice) 2 (3kgs of rice) or 1 (6kgs of rice) -Corned Beef (4 tins) -Canned Sardines (2 tins) -Tuna (4 tins) -Instant Coffee (5 sachet) -Powdered Cereal Drink (5 sachet ) -Regular Slotted Cartoon	Philippines	125,000 FFPS						

<sup>3</sup> If ADB, JBIC and WB funded projects, use IFB.

**NOTES:**

- 1. In case a column is not applicable for an offered item, just indicate "-" or "0".**
- 2. Leaving columns 6,7,8, as blank or indicating other symbol/s such as "Not Applicable", "NA", etc. shall be automatically deemed as not responsive.**

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**PRICE SCHEDULE FOR GOODS OFFERED FROM ABROAD**  
(shall be submitted with the Bid if bidder is offering goods from within the Philippines)

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_.

Page \_\_\_\_ of \_\_\_\_.

Invitation to Bid<sup>4</sup> Number \_\_\_\_\_.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4
1	-Rice in Vacuum Plastic Bag 2 (3kgs of rice) or 1 (6kgs of rice) -Corned Beef (4 tins) -Canned Sardines (2 tins) -Tuna (4 tins) -Instant Coffee (5 sachet) -Powdered Cereal Drink (5 sachet ) -Regular Slotted Cartoon		125,000 FFPS						
2	-Rice in Sako Bag (6kgs of rice) 2 (3kgs of rice) or 1 (6kgs of rice) -Corned Beef (4 tins) -Canned Sardines (2 tins) -Tuna (4 tins) -Instant Coffee (5 sachet) -Powdered Cereal Drink (5 sachet ) -Regular Slotted Cartoon		125,000 FFPS						

<sup>4</sup> If ADB, JBIC and WB funded projects, use IFB.

**NOTES:**

- 1. In case a column is not applicable for an offered item, just indicate "-" or "0".**
- 2. Leaving columns 6,7,8, as blank or indicating other symbol/s such as "Not Applicable", "NA", etc. shall be automatically deemed as not responsive.**

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

**BID SECURING DECLARATION**  
**Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

## Performance Securing Declaration (Revised)

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

---

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**

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



***Statement of Single Largest Completed Contract which is similar in nature***

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

<b>Name of the Contract</b>	<b>Date of the Contract</b>	<b>Contract Duration</b>	<b>Owner's Name and Address</b>	<b>Kinds of Goods</b>	<b>Amount of completed Contracts</b>	<b>Date of Delivery</b>	<b>End User's Acceptance or Official Receipts(s) Issued for the Contract</b>

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Instructions:

a) Cut-off date is from \_\_\_\_\_ to \_\_\_\_\_.

b) Similar in nature refers to (see Section II - ITB & BDS)

Statement of all Ongoing Government & Private Contracts including Contracts awarded but not yet started

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of the Contract	Date of the Contract	Date of the Contract	Owner's name and address	Kinds of Goods	Amount of Contract and value of outstanding contracts	Date of Delivery	End User's Acceptance or Official Receipts(s) Issued for the Contract, if completed
<u>Government</u>							
<u>Private</u>							

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Instructions:

- i. State of all ongoing contracts including those awarded but not yet started within five (5) years (government and private contracts which may be similar or not similar to the project being bid) prior to the date of bid opening.
- ii. If there is no on-going contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the on-going and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

## Framework Agreement

---

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between [name of PROCURING ENTITY] of the Philippines with office address at \_\_\_\_\_, represented herein by its \_\_\_\_\_, and hereinafter referred to as the “THE PROCURING ENTITY”.  
and

[name of SUPPLIER], a duly registered entity existing under the laws of the Philippines, with postal address at \_\_\_\_\_, represented by its \_\_\_\_\_, hereinafter referred to as the “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 of goods determined to be necessary and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY 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 THE PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

## **Article I GENERAL CONSIDERATIONS**

1. This Framework Agreement is an option contract. THE PROCURING ENTITY 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 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 which is attached thereto and made and integral part thereof
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 Performance Security or Performance Securing Declaration;
  - (f) the Procuring Entity's Notice to Execute Framework Agreement; (g) Mini Competition, when necessary; and (h) Call-Offs.

## **Article II DURATION**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless sooner revoked by both parties.

## **Article III CONSIDERATION**

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have 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 performe the services subject to the conditions of the Call-off.



