



Republic of the Philippines
Department of Social Welfare and Development
IBP Road, Constitution Hills, Quezon City
Telephone Nos. (02) 931-8101 to 07 Local 122 or 124
Email Add: bacsec@dswd.gov.ph



BIDDING DOCUMENTS

**SUPPLY AND DELIVERY OF FOOD SUPPORT FOR DSWD
DISASTER PREPAREDNESS AND RESPONSE OPERATIONS
ACTIVITIES AT THE NATIONAL RESOURCE AND LOGISTICS
MANAGEMENT BUREAU (NRLMB) THROUGH FRAMEWORK
AGREEMENT FOR CY 2022**

ITB No. GOP/21-DSWD-036
(PR No. 2021100644)



OCTOBER 2021

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR

SUPPLY AND DELIVERY OF FOOD SUPPORT FOR DSWD DISASTER PREPAREDNESS AND RESPONSE OPERATIONS ACTIVITIES AT THE NATIONAL RESOURCE AND LOGISTICS MANAGEMENT BUREAU (NRLMB) THROUGH FRAMEWORK AGREEMENT FOR CY 2022

ITB No. GOP/21-DSWD-036

(PR No. 2021100644)

1. The **Department of Social Welfare and Development (DSWD)** using a single-year Framework Agreement, through the **Quick Response Fund (QRF)**, intends to apply the sum of **Four Million One Hundred Fifty Thousand Six Hundred Seventy-Seven Pesos and Fifty-Three Centavos (P4,150,677.53)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Supply and Delivery of Food Support for DSWD Disaster Preparedness and Response Operations Activities at the National Resource and Logistics Management Bureau (NRLMB) through Framework Agreement for CY 2022**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DSWD now invites bids for **Supply and Delivery of Food Support for DSWD Disaster Preparedness and Response Operations Activities at the National Resource and Logistics Management Bureau (NRLMB) through Framework Agreement for CY 2022**. Delivery of the Goods and Services shall be in accordance with **Section VI. Schedule of Requirements**. 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) 9184, otherwise known as the “Government Procurement Reform Act”.

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

4. Prospective Bidders may obtain further information from **DSWD Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below from **Monday to Friday at 8:00 A.M. to 5:00 P.M.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **29 October 2021 to 19 November 2021** from the address below and upon payment of a nonrefundable fee for the Bidding Documents in the amount **Five Thousand Pesos (PhP 5,000.00)**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity,

provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The DSWD will hold a Pre-Bid Conference on **05 November 2021, 10:00 A.M.**, at Procurement Management Service (PMS) Conference Room, 2nd Floor Mahusay Bldg, DSWD Central Office, IBP Road, Constitutional Hills, Quezon City which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **19 November 2021, 09:00 A.M. Late bids shall not be accepted.**
8. Bid opening shall be on **19 November 2021, 10:00 A.M.**, at the PMS Conference Room, 2nd Floor Mahusay Bldg, DSWD Central Office, IBP Road, Constitution Hills, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend.
9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. To facilitate the immediate implementation of the procurement of this Project, the DSWD shall proceed with the conduct of **Early Procurement Activities**, pursuant to Section 7.6 of the 2016 Revised IRR of RA 9184, Section 19 of the General Provisions of the FY 2022 National Expenditure Program (NEP) and Government Procurement Policy Board (GPPB) No. 14-2019 dated 17 July 2019.
11. The DSWD 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 Section 41 of RA 9184 and its 2016 Revised IRR, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

THE CHAIRPERSON

DSWD Bids and Awards Committee
c/o BAC Secretariat
2nd Floor, Mahusay Building, DSWD Central Office
IBP Road, Constitution Hills, 1126 Quezon City
Fax No. (02) 951-7116
Telephone Nos. (02) 931-8101 to 07 Local 122 or 124

13. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph or at www.dswd.gov.ph

28 October 2021

(Original Signed)
ATTY. PAUL ANTHONY A. TACORDA
Director III and
Bids and Awards Committee Vice-Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development (DSWD)** wishes to receive Bids for the **National Resource and Logistic Management Bureau (NRLMB) – 2022 Quick Response Fund** under framework agreement with identification number ITB No. GOP/21-DSWD-036.

The Procurement Project **Supply and Delivery of Food Support for DSWD Disaster Preparedness and Response Operations Activities at the National Resource and Logistics Management Bureau (NRLMB) through Framework Agreement for CY 2022** is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2022 Quick Response Fund (QRF)** in the amount of **Four Million One Hundred Fifty Thousand Six Hundred Seventy-Seven Pesos and Fifty-Three Centavos (PhP 4,150,677.53)**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

 - 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 via google meet 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 one (1) year 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 **BDS**.

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

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until One Hundred Twenty (120) calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 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.

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
 - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- 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:
 - Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

21. Signing of the Contract

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

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Similar contracts shall refer to Supply and Delivery of Food Support for DSWD Disaster Preparedness and Response Operations Activities at the National Resource and Logistics Management Bureau (NRLMB) through Framework Agreement for CY 2022. b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	No Subcontracting is allowed
12.1	<p>a. For Goods offered from within the Procuring Entity's country:</p> <ul style="list-style-type: none"> i. No incidental service required ii. No further instruction iii. No further instruction <p>No incidental service are required</p>
12.2	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.
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> <ul style="list-style-type: none"> a. The amount of not less than <u>Eighty-Three Thousand Thirteen Pesos and Fifty-Five Centavos (PhP 83,013.55)</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>Two Hundred Seven Thousand Five Hundred Thirty-Three Pesos and Eighty-Eight Centavos (PhP 207,533.88)</u> if bid security is in Surety Bond.
19.3	<p>Grouping and Evaluation of Lots –</p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>

20.2	<p>The Lowest Calculated Bidder (LCB) or Single Calculated Bidder (SCB) as the case maybe, shall submit the following documents during the Post-Qualification Stage:</p> <ol style="list-style-type: none"> 1) Latest income tax returns (ITR) are those covering the immediately preceding year while latest business tax returns (BTR) are those filed and paid within the last six (6) months preceding the date of bid submission²; 2) Updated Certificate of PhilGEPS Registration (Platinum Membership) if not submitted during the Opening of Bids; 3) Certification that the service provider/bidder has at least one (1) year' experience in supply and delivery of food or catering services (must be duly notarized and in original form); and 4) Menu for Rice Meals and Snacks.
21.2	<p>The Lowest Calculated and Responsive Bidder (LCRB) or Single Calculated and Responsive Bidder (SRCB) who opted to submit Surety Bond as form of Performance Security shall submit a certification from the Insurance Commission indicating the following details:</p> <ol style="list-style-type: none"> 1. The Certification was issued in favor of an insurance/boding company; and <p>The insurance/bonding company is authorized to issue bonds/ sureties in favor of the service provider for the said project.</p>

² Latest Business Tax Returns refers to Value Added Tax (VAT) or Percentage tax returns pursuant to BIR Revenue Regulation 3-2005.

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice 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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</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 this Contract are specified in Section VI. Schedule of Requirements. 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 :</p> <p style="padding-left: 40px;">EMMANUEL P. PRIVADO Director IV National Resource and Logistics Management Bureau Department of Social Welfare and Development-Central Office IBP Road, Batasan Hills, Quezon City</p> <p>Incidental Services –</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> <p>The Contract price for the Goods/ Services 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.</p>
	<p>Packaging –</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>

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

	<p>Intellectual Property Rights –</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 within thirty (30) days 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"> I. Duly signed and approved Call-Offs; II. BIR Vat Registered Supplier’s Invoice issued to DSWD; III. Supplier’s Delivery Receipt duly received / signed by DSWD Authorized Representative at the delivery sites / places; IV. Inspection and Acceptance Report; and V. Other documents that may be identified by DSWD
4	<p>The DSWD NRLMB – Quality Management Section and/or DSWD Central Office – Inspection Committee shall inspect the products upon delivery to any DSWD designated delivery places / sites. DSWD reserved the right to inspect or test the goods and accept or reject any or all items delivered not in accordance with specifications indicated in Section VII (Technical Specifications) and the Framework Agreement List.</p>

Section VI. Schedule of Requirements

Schedule of Requirements

FRAMEWORK AGREEMENT LIST DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT

Supply and Delivery of Food Support for DSWD Disaster Preparedness and Response Operations Activities at the National Resource and Logistics Management Bureau (NRLMB) through Framework Agreement for CY 2022

Particulars	Quantity	Unit
Supply and Delivery of Food Support for DSWD Disaster Preparedness and Response Operations Activities at the National Resource and Logistics Management Bureau (NRLMB) through Framework Agreement for CY 2022	1	lot

Contract Duration

The contract is a Single-Year Framework Agreement commencing from the receipt of the Initial Call-Off until 31 December 2022 or upon consumption of the total quantity for each item, whichever comes first.

Delivery Site

DSWD National Relief Operations Center (NROC) – NAIA Chapel Road, Pasay City, 1300 Metro Manila

Delivery Terms

The supplier should ensure the provision and delivery of ordered food upon receipt of request from the end-user/procurement officer with the following timeline:

Ordering Scheme	No.of meals	No.of Snacks	Supplier's Delivery	Delivery Time
1	Atleast 80 meals	Atleast 160 snacks	Within twelve (12) hours upon receipt of order from the end-user/procurement officer	Every 9:00 in the morning of the specified dates or whatever specific time the end-user / procurement officer has requested
2	81 – 160 meals	161 – 320 Snacks	Within sixteen (16) hours upon receipt of order from the end-user/procurement officer	Every 9:00 in the morning of the specified dates or whatever specific time the end-user / procurement officer has requested

3	161 – 400 meals	321 – 800 Snacks	Within twenty-four (24) hours upon receipt of order from the end-user/procurement officer	Every 9:00 in the morning of the specified dates or whatever specific time the end-user / procurement officer has requested
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Minimum and Maximum order

1. Minimum order per day: 80 meals and/or 160 snacks
2. Maximum order per day: 400 meals and/or 800 snacks

Terms of Payment

1. The supplier should submit billing statement on a weekly basis.
2. Payment shall be made on a weekly basis. Processing of payment shall be within fifteen (15) to thirty (30) days upon completion of documentary requirements subject for accounting rules and regulations per billing statement.

Termination

Without prejudice to the provisions of applicable laws, rules, and guidelines, the Framework Agreement shall be automatically terminated under the following conditions:

- a. When the total maximum quantity specified in the Framework Agreement has been exhausted.
- b. When the specific duration of the Framework Agreement has expired.

Flexibility Clause:

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 NRLMB and the winning Suppliers are permitted, subject to the Bureau Director’s recommendation and Head of the Procuring Entity’s (HOPE’s) approval.

GENERAL CONDITIONS:

1. Procurement shall be conducted following the procedures for **Competitive Bidding** provided in RA 9184 and its IRR.
2. **Prices** indicated in the Framework Agreement corresponding to the goods in the Framework Agreement List **shall be fixed for the duration of the agreement**, regardless of increase or decrease in the prevailing market price at the time of actual purchase through the issuance of Call-Offs.
3. **Within ten (10) calendar days** from the receipt of the Notice of Award by the winning bidder, the winning bidder or its duly authorized representative **shall formally enter into a Framework Agreement with the Procuring Entity (PE) for an amount of One Peso**

to be paid by the Procuring Entity as a consideration for the **option granted to the procuring entity to buy** the items in the Framework Agreement List when need arises.

4. **No modification** of the Framework Agreement **during its lifetime** shall be allowed.
5. Framework Agreement, including the Framework Agreement List, shall **be valid only for the period stated in the Bidding Documents**, which in no case shall exceed December 31, 2022 from the time the Framework Agreement was entered into and executed by the parties, and **shall not be extended beyond its lifetime**.
6. To guarantee the faithful performance of the supplier of its obligation under the Framework Agreement, it shall **post a performance security prior to the signing of the agreement** based on the total contract price of the awarded items under Framework Agreement. The form and amount of performance security shall be those indicated in RA 9184 and its IRR.
7. **Perfection of the actual procurement contract shall be reckoned from the execution of the Call-Offs.**
8. **Upon execution of the Call-Offs, all rules and guidelines governing implementation of procurement contracts under RA 9184 and its IRR shall be applicable.**

CALL-OFF

1. Upon determination of the need to procure the items, the PE will issue a Call-Off immediately in favor of the supplier to deliver according to the terms and conditions stated in the Framework Agreement. In the absence, of GPPB prescribed format to Call-Offs, PE will meantime use the Purchase Order Form.
2. There shall be no limit in the number of Call-Offs that may be executed. However, subsequent call-offs should not exceed the maximum quantity in the Framework Agreement List.
3. Fixed Contract Price Rule shall be observed and all executed call-offs should not exceed the total contract price specified in framework.
4. Delivery shall commence as provided in the Call-Offs or within a maximum of one (1) calendar day OR twenty-four (24) hours, whenever necessary, upon issuance of the Call-Offs.
5. All other rules governing contract implementation under RA 9184, its IRR, and relevant procurement policies shall be applicable such as the rules on the extension of time, payment of liquidated damages, and warranty, among others

SPECIAL CONDITIONS

1. Delivery shall commence as provided in the Call-Offs or within a maximum of **one (1)** calendar day **OR twenty-four (24)** hours, whenever necessary, upon issuance of the Call-Offs.
2. The Delivery Receipt (DR) must be duly signed/ received by any authorized representative of the NRLMB and the original copy of the said receipt must be provided to the latter upon delivery.
3. The DSWD reserves the right to inspect or test the goods and accept or reject any or all items delivered not in accordance with specifications indicated in the Framework Agreement List.

4. Supplier should replace found damaged and other unacceptable appearances identified by the end-user immediately.
5. The supplier should cover the legal liability in respect of bodily injury arising from food or drinks sold or supplied for consumption of NROC volunteers.

ADDITIONAL REQUIREMENTS

1. The prospective supplier must submit a menu for the post qualification of bids.
2. Supplier should replace found damaged and other unacceptable appearances identified by the end-user immediately

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

*****THIS DOCUMENTS MUST BE ATTACHED TO THE TECHNICAL SPECIFICATIONS*****

Section VII. Technical Specifications

Technical Specifications

Specification	Bidder's Specifications ³
<p>SUPPLY AND DELIVERY OF FOOD SUPPORT FOR DSWD DISASTER PREPAREDNESS AND RESPONSE OPERATIONS ACTIVITIES AT THE NATIONAL RESOURCE AND LOGISTICS MANAGEMENT BUREAU</p> <p>Details for Meals (minimum requirement) Cost of Food per Workforce set Meals should contain the following:</p> <ul style="list-style-type: none"> a.) one (1) viand; which can either be pork, beef, chicken or fish (with or without sauce, at least 200 grams per serving), b.) at least one (1) cup of rice (White Rice, 200 grams per cup), c.) one (1) piece of fruit or three (3) slices of fruit in season. d.) one (1) beverage such as bottled water/bottled juice/bottled soft drinks with minimum volume of 350ml per bottle <p>Note 1: Meals provided must not spoil within 12 hours upon receipt when kept at room temperature. Meals should be packed using biodegradable food container with disposable spoon and fork.</p> <p>Note 2: The supplier should allocate at least 30% of the total number of meals for non-pork eaters.</p>	<p>Detailed Specifications:</p>

³IMPORTANT NOTE: [Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

Details for Two Snacks per day (minimum requirement)

Snacks should contain the following:

- a.) bread such as individually-wrapped sliced cake/sandwich/ burgers or pasta such as pancit or similar snacks packed using biodegradable food carton box with disposable spoon or fork;
- b.) one (1) beverage such as bottled water/bottled juice/bottled soft drinks or combination with a total minimum volume of 350 ml. Coffee in 3-in-1 sachet may be requested with paper/styro cups and stirrers, as required by the end-user/procurement officer in place of bottled beverages.

Note 1: Snacks provided must not spoil within twelve (12) hours when left at room temperature.

Note 2: Snacks must be provided for the non-pork eaters or vegetarian as required by the NRLMB authorized representative.

Supplier Location

Should be within Metro Manila: preferably Pasay, Manila, Parañaque, Makati, Las Piñas and Muntinlupa.

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

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

Financial Documents

- (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

or

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

Class “B” Documents

- (l) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Proposal Form; **and**
- (o) Original of duly signed and accomplished Price Schedule(s).

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

- (p) *[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.
- (q) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Bidding Forms

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : **ITB No. GOP/21-DSWD-036**

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert 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 PBDs 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: **GOP/21-DSWD-036**

Supply and Delivery of Food Support for DSWD Disaster Preparedness and Response Operations Activities at the National Resource and Logistics Management Bureau (NRLMB) through Framework Agreement for CY 2022

Particular	Quantity	Unit Price (in Phil Peso)	Total Price (in Phil Peso)
Supply and Delivery of Food Support for DSWD Disaster Preparedness and Response Operations Activities at the National Resource and Logistics Management Bureau (NRLMB) through Framework Agreement for CY 2022			
TOTAL CONTRACT PRICE			

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for 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 _____ Project ID No. _____ Page ___ of ___

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

Note: Bidder's should state zero (0) or dash (-) on the price/s or cost/s of the item which is being offered for free to the Government. All bidders shall be required to include the cost of all taxes applicable in this procurement project.

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

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

Note: Bidder's should state zero (0) or dash (-) on the price/s or cost/s of the item which is being offered for free to the Government. All bidders shall be required to include the cost of all taxes applicable in this procurement project.

Name: _____

Legal Capacity: _____

Signature: _____

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

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]

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 _____, _____ 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 Schedule of Requirements (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; and
 - (g) Call-Offs

Article II DURATION

The term of this Agreement is a Single-Year Framework Agreement which shall commence from the receipt of Initial Call-Off until 31 December 2022 or upon consumption of the total quantity for each item, whichever comes first.

Article III CONSIDERATION

For the consideration of one peso (Php1.00), 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 perform the services subject to the conditions of the Call-off.

Article IV PERFECTION OF PROCUREMENT CONTRACT

The Framework Agreement being an option contract, a procurement contract is perfected only when THE PROCURING ENTITY exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off.

Article V OBLIGATION TO ANSWER A CALL-OFF

Once THE PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

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

Article VI
TERMS AND CONDITIONS

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring Entity)

Signed, sealed, delivered by _____ the _____ (for the Suuplier)

[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]

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Contact Nos.				c. Target Date of Completion			
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) Contract or Purchase Order, (b) Official Receipt(s) or Sales Invoice or (c) User's Certificate of Acceptance/Completion

Name: _____

Legal Capacity: _____

Signature: _____

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

Statement of Single Largest Completed Contract (SLCC)⁴ Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name: _____

Legal Capacity: _____

Signature: _____

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

⁴ The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.3, a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.3.

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]

