



## **INVITATION TO BID FOR THE PROCUREMENT OF MEALS AND SNACKS**

1. The Department of Public Works and Highways (Central Office) thru its Bids and Awards Committee for Goods, through the GAA 2025, intends to apply the sum of Four Million Five Hundred Twenty-Four Thousand Pesos Only (PHP4,524,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Meals and Snacks, Contract ID No. **25GZ00006**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Public Works and Highways (Central Office) now invites bids for the above Procurement Project. Delivery of the goods is required as specified in the Schedule of Requirements. Bidders should have completed within (5) years from the date of submission and receipt of bids, a contract similar to the Project whose values must be at least 50% of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instruction 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.

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 Department of Public Works and Highways (Central Office) thru its Bids and Awards Committee for Goods and inspect the Bidding Documents at the address given below from Monday to Friday at 7:00 to 4:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on March 28, 2025 until 10:00 a.m. of April 23, 2025 from the given address or website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (Php5,000.00). Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The Department of Public Works and Highways (Central Office) thru its Bids and Awards Committee for Goods will hold a Pre-Bid Conference on April 10, 2025, 9:00 a.m. at Room 503, 5<sup>th</sup> Floor, DPWH Bldg., Bonifacio Drive, Port Area, Manila which shall be open to prospective bidders

7. Bids must be duly received by the BAC Secretariat through manual submission at the address indicated below on or before 10:00 a.m. on April 23, 2025. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. GPPB Resolution No. 15-2021 dated October 14, 2021, provides that failure by the bidder to update its PhilGEPS Certificate of Platinum Membership with the current and updated Class "A" Eligibility Documents covered by Section 8.5.2 of the 2016 Revised IRR of RA 9184 shall result in the automatic suspension of the validity of its certificate of Platinum Registration and Membership.
9. Bid opening shall be at 10:00 a.m. on April 23, 2025 (Wednesday) at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Department of Public Works and Highways (Central Office) thru its Bids and Awards Committee for Goods 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:

**VANESSA G. VILLANUEVA**  
Director, Human Resource and  
Administrative Service  
Department of Public Works and  
Highways (Central Office)  
Bonifacio Drive, Port Area, Manila  
[villanueva.vanessa@dpwh.gov.ph](mailto:villanueva.vanessa@dpwh.gov.ph)  
(02) 5304 3437

**MA. VICTORIA S. GREGORIO**  
Director, Procurement Service  
Department of Public Works and  
Highways (Central Office)  
Bonifacio Drive, Port Area, Manila  
[gregorio.ma\\_victoria@dpwh.gov.ph](mailto:gregorio.ma_victoria@dpwh.gov.ph)  
(02) 5304 3259  
[www.dpwh.gov.ph](http://www.dpwh.gov.ph)

You may visit the following websites:

For downloading of Bidding Documents:  
Philippine Government Electronic Procurement System [PhilGEPS], and Website of  
the Department of Public Works and Highways  
<https://www.dpwh.gov.ph/dpwh/business/procurement/gs/advertisement>

March 28, 2025

  
**MEDMIER G. MALIG**  
Assistant Secretary for Technical Services and  
Information Management Service  
Chairperson, BAC for Goods  
S.O. No. 72, Series of 2024

**MEALS AND SNACKS**  
**CONTRACT ID No. 25GZ00006**

**MARCH 2025**



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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***



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

## **1. Scope of Bid**

The Procuring Entity, Department of Public Works and Highways – Head Office wishes to receive Bids for the Meals and Snacks with Contract ID **No. 25GZ00006**.

The Procurement Project (referred to herein as “Project”) 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 FY 2025 GAA R.A. 12116 Current in the amount of **Php4,524,000.00**.

2.2. The source of funding is:

FY 2025 GAA R.A. 12116 Current, UACS No. 1000001000001000

## **3. Bidding Requirements**

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

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

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

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

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

## 5. Eligible Bidders

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

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

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

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on April 10, 2025, 9:00 a.m. at Room 503, 5<sup>th</sup> Floor, DPWH Building, Bonifacio Drive, Port Area, Manila 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.

## 12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

Philippine Pesos.

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until 120 days upon opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **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 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.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded on a lump sum basis.
- 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. 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**.

### ***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"> <li>a. Procurement of Meals and Snacks</li> <li>b. The Bidder must have completed, within five (5) years from the date of submission and receipt of bids, a single contract that is similar to this Project, equivalent to at least Fifty percent (50%) of the ABC.</li> </ul>
7.1	Subcontracting is not allowed.
12	No further instructions.
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"> <li>a. The amount of not less than (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than (5%) of ABC if bid security is in Surety Bond.</li> </ul>
19.4	<p>Bidders shall submit a proposal on all items and evaluation and contract award will be undertaken on a lump sum basis.</p> <p><i>AWARD IS ON A LUMP SUM BASIS.</i></p>
20.1	<ul style="list-style-type: none"> <li>a) Registration certificate from Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,</li> <li>b) 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;</li> <li>c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</li> <li>d) The prospective bidder's audited financial statements, showing among others, the prospective bidder'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;</li> </ul>
21.2	No additional requirements

## ***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**.

## **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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## **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 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**

- 6.1. 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.
- 6.2. 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><i>[For Goods supplied from within the Philippines,]</i> “The delivery terms applicable to this Contract are delivered DPWH Head Office, Bonifacio Drive, Port Area Manila. 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 [indicate name(s)].</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> <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>Transportation –</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>Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
<b>2</b>	Monthly basis
<b>4</b>	The inspections and tests that will be conducted are: Regular inspection during delivery of goods.

## ***Section VI. Schedule of Requirements***

The delivery schedule for materials and equipment expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item No.	QTY.	UNIT	DESCRIPTION	Delivered, Weeks/Months
1	<b>7,540</b>	pax	<b>Meals and Snacks</b>  Venue: Training Rooms 1 & 2 Multi-Purpose Hall, 5th Floor, DPWH Central Office  IMS IT Training Room Ground Floor, DPWH Central Office  Bureau of Research and Standards EDSA, Quezon City	Delivered within 5 calendar days upon issuance of Call-Off.

\_\_\_\_\_  
(Name of Bidder/Company)

\_\_\_\_\_  
(Signature over Printed Name of Authorized Representative)

\_\_\_\_\_  
(Legal Capacity)

Item/Service Type and Nature of each Item/Service		Schedule & Venue	Cost per Item or service	Maximum Quantity	Total Cost per Item
1.	District Engineer Candidates Course (DECC) Batch 1	June 23-July 24, 2025 DPWH Central Office	50 pax x 24 days @ Php600.00/day	1,200	720,000.00
2.	Training on Fundamentals Coastal Engineering Mechanism	June 30 – July 11, 2025 DPWH Central Office	50 pax x 10 days @ Php600.00/day	500	300,000.00
3.	Training on Business Writing	July 3-4, 2025 DPWH Central Office	50 pax x 2 days @ Php600.00/day	100	60,000.00
4.	Training on Project Documentation	July 7-11, 2025 DPWH Central Office	50 pax x 5 days @ Php600.00/day	250	150,000.00
5.	Comprehensive Training on Materials Testing Technology	July 7 -August 7, 2025 BRS Training Room, Edsa Quezon City	30 pax x 24 days @ Php600.00/day	720	432,000.00
6.	Training on Contract Management	August 4-8, 2025 DPWH Central Office	50 pax x 5 days @ Php600.00/day	250	150,000.00
7.	Train the DPWH Trainers	August 11-15, 2025 DPWH Central Office	50 pax x 5 days @ Php600.00/day	250	150,000.00
8.	Lecture on Laws and Legal Framework on Road Right-of- Way (ROW)	September 1-5, 2025 DPWH Central Office	50 pax x 5 days @ Php600.00/day	250	150,000.00
9.	Comprehensive Training for DPWH Field Engineers	September 2- Oct. 3, 2025 DPWH Central Office	50 pax x 24 days @ Php600.00/day	1,200	720,000.00
10.	Training on Cost Estimation	September 8-12, 2025 DPWH Central Office	50 pax x 5 days @ Php600.00/day	250	150,000.00
11.	Focus Group Discussion for 2026 Training Calendar Batch 1&2	September 12, 2025 DPWH Central Office	100 pax x 1 day @ Php600.00/day	100	60,000.00
12.	Supervisory/Leadership Training	September 22-26, 2025 DPWH Central Office	50 pax x 5 days @ Php600.00/day	250	150,000.00
13.	Training on the New Government Procurement Act (NGPA) or Republic Act No. 12009	October 8-10, 2025 DPWH Central Office	50 pax x 3 days @ Php600.00/day	150	90,000.00

14.	Seminar on Mental Health Awareness Batch 1&2	October 10, 2025 DPWH Central Office	100 pax x 1 day @ Php600.00/day	100	60,000.00
15.	Training on the Use of Project Contract Management Application (PCMA)	October 16-17, 2025 DPWH Central Office	50 pax x 2 days @ Php600.00/day	100	60,000.00
16.	Training on Strategic Performance Management System (SPMS)	October 22-24, 2025 DPWH Central Office	50 pax x 3 days @ Php600.00/day	150	90,000.00
17.	Training on Basic MS Word	November 3, 2025 DPWH Central Office	30 pax x 1 day @ Php600.00/day	30	18,000.00
18.	Training on Basic MS Excel	November 4-5, 2025 DPWH Central Office	30 pax x 2 days @ Php600.00/day	60	36,000.00
19.	District Engineer Candidates Course (DECC) <b>Batch 2</b>	November 4- Dec. 5, 2025 DPWH Central Office	50 pax x 24 days @ Php600.00/day	1,200	720,000.00
20.	Training on Technical Report Writing	November 5-7, 2025 DPWH Central Office	50 pax x 3 days @ Php600.00/day	150	90,000.00
21.	Training on Basic Records Management	November 6-7, 2025 DPWH Central Office	50 pax x 2 days @ Php600.00/day	100	60,000.00
22.	Training on Basic MS PowerPoint	November 6-7, 2025 DPWH Central Office	30 pax x 2 days @ Php600.00/day	60	36,000.00
23.	Training on MS Office 365	November 11-14, 2025 DPWH Central Office	30 pax x 4 days @ Php600.00/day	120	72,000.00
<b>TOTAL (Approved Budget for the Contract)</b>				<b>7,540</b>	<b>Php4,524,000.00</b>
Expected delivery timeframe after receipt of a Call-Off		Within 5 calendar days upon issuance of Call-off			
Remarks		Indicate here any other appropriate information as may be necessary			
<b>VANESSA G. VILLANUEVA</b>		DIRECTOR IV HUMAN RESOURCE AND ADMINISTRATIVE SERVICE			
SIGNATURE OVER PRINTED NAME		DEPARTMENT/DIVISION			



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

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Contract ID. No. : **No. 25GZ00006**

Name of Project: **Meals and Snacks**

<b>TECHNICAL SPECIFICATIONS</b>				
<b>Item/Service</b>	<b>Maximum Quantity</b>	<b>Technical Specifications/Scope of Work</b>	<b>Statement of Compliance</b>	<b>Bidder's Specification</b>
<p>MEALS AND SNACKS OF PARTICIPANTS IN THE APPROVED DPWH CENTRAL OFFICE 2025 TRAINING CALENDAR USING FRAMEWORK AGREEMENT</p> <p>Venue: Training Rooms 1 &amp; 2 and Multi-Purpose Hall, 5th Floor, DPWH Central Office</p> <p>IMS Training Room, DPWH Central Office</p> <p>Bureau of Research and Standards EDSA, Quezon City</p>	<b>7,540</b>	1. Provide quality service at all times.		
		2. Maintain cleanliness and safety during preparation and serving of food.		
		3. Guarantee satisfaction among participants and other concerned parties.		
		4. There will be two (2) snacks AM and PM) and lunch with beverage per meal. For lunch, the plate has a cup of rice, two servings of main dish (chicken, meat/fish), one serving of side dish/vegetables, soup, dessert and bottled beverage. For snacks, the plate should include one main snack (pasta, pastry, etc.) and one bottled juice/water/soft drinks.		
		5. Provide free-flowing hot chocolate drinks and brewed coffee with sugar, creamer and condiments throughout the training duration.		
		6. Provide refrigerator, cabinet, buffet tables and dining tables according to the number of participants, table skirting, tablecloth, food warmer, percolator for coffee, purified water with dispenser, bottled water for speakers, drinking glasses, plates, utensils and table napkins. Provide take out boxes/containers if needed.		

		7. Prepare nutritious and ethnically diverse meals in proper amount of serving.																		
		<table><tr><th>TYPE OF MEAT</th><th>PORTION SERVING (in grams)</th></tr><tr><td>Pork with bones (ex. Lechon Kawali/spare ribs)</td><td>200-250</td></tr><tr><td>Pork without bones (ex. Asado/Adobo)</td><td>150-200</td></tr><tr><td>Beef with Bones (ex. Boiled/Potchero)</td><td>200-250</td></tr><tr><td>Chicken with Bones (ex. Chicken curry/Afritada)</td><td>250-300</td></tr><tr><td>Chicken without bones (ex. Chicken nuggets)</td><td>150-200</td></tr><tr><td>Seafood with bones (ex. Steamed Lapu-Lapu)</td><td>250-300</td></tr><tr><td>Seafood without Bones</td><td>150-200</td></tr></table>	TYPE OF MEAT	PORTION SERVING (in grams)	Pork with bones (ex. Lechon Kawali/spare ribs)	200-250	Pork without bones (ex. Asado/Adobo)	150-200	Beef with Bones (ex. Boiled/Potchero)	200-250	Chicken with Bones (ex. Chicken curry/Afritada)	250-300	Chicken without bones (ex. Chicken nuggets)	150-200	Seafood with bones (ex. Steamed Lapu-Lapu)	250-300	Seafood without Bones	150-200		
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		Seafood with bones (ex. Steamed Lapu-Lapu)	250-300																	
		Seafood without Bones	150-200																	
		8. Provide separate meals and snacks for non-pork eaters, in case of religious or dietary restrictions, as requested.																		
9. Serve warm food as needed. No cooking is allowed inside the training venue, re- heating only.																				
10. Maintain personal hygiene (well-groomed food handlers with hairnets, plastic clear mouth covers, clean uniforms, well-manicured nails without polish, and polished black shoes). Staff should be fully vaccinated.																				
11. Show proper manner, skills and attentiveness in food serving.																				

		12. Ensure that a Supervisor is available to oversee the proper handling and serving of food as well as handling of the kitchen area.																	
		13. Maintain cleanliness of the pantry and food service areas at all times.																	
		14. Provide garbage bags; dispose waste properly.																	
		15. Observe punctuality in food delivery. Delivery must be at least 1.5 hours before the scheduled time for meals. Meals and snacks must be ready for serving 30 minutes before the scheduled time for meals. For late delivery of the meals (15 minutes and beyond the start of the scheduled break), five percent (5%) of the total price of meals for that training course will be deducted.																	
		<table><tr><th>MEAL SCHEDULE</th><th>DELIVERY TIME</th><th>SHOULD BE READY FOR SERVING BY:</th></tr><tr><td></td><td></td><td></td></tr><tr><td>AM Snack (8:30 AM)</td><td>6:00 AM</td><td>8:00 AM</td></tr><tr><td>Lunch (11:00 AM)</td><td>9:30 AM</td><td>10:30 AM</td></tr><tr><td>PM Snack (2:00 PM)</td><td>12:30 PM</td><td>1:30 PM</td></tr></table>	MEAL SCHEDULE	DELIVERY TIME	SHOULD BE READY FOR SERVING BY:				AM Snack (8:30 AM)	6:00 AM	8:00 AM	Lunch (11:00 AM)	9:30 AM	10:30 AM	PM Snack (2:00 PM)	12:30 PM	1:30 PM		
		MEAL SCHEDULE	DELIVERY TIME	SHOULD BE READY FOR SERVING BY:															
AM Snack (8:30 AM)	6:00 AM	8:00 AM																	
Lunch (11:00 AM)	9:30 AM	10:30 AM																	
PM Snack (2:00 PM)	12:30 PM	1:30 PM																	
16. Clean the kitchen and food service area after the training.																			
		17. Must have an appropriate service van to hygienically transport meals from the Caterer's kitchen to the training venue.																	

		<p>18. Plated meals to be served and covered in food wrappers. Meals should be individually packed (sustainable packaging). Per approved Resolution No.1363, Series of 2020, "Banning the use of Unnecessary Single Use Plastics" by the National Government Agencies (NGAs), Local Government Units (LGUs), and all other Government Controlled Offices, the following materials are considered as unnecessary single use-plastic:</p> <ul style="list-style-type: none"> <li>a. Plastic cups (lower than 0.2 mm in thickness);</li> <li>b. Plastic Drinking straws;</li> <li>c. Plastic coffee stirrers;</li> <li>d. Plastic spoons;</li> <li>e. Plastic forks;</li> <li>f. Plastic knives;</li> <li>g. Plastic labo and thin-filmed sando bags (lower than 15 microns).</li> </ul>		
		19. Provision of list of menu.		
		<p>20. Catering Service Provider shall be liable in case of death and injuries caused by improper food handling. It is limited only to the victims who are participants, resource persons, training administrators and other support staff. All medical expenses arising from that sickness will be borne by the Caterer.</p>		
		<p>21. Quantity of orders may be modified upon due notice to the Second Party one day before the actual training depending on the number of participant.</p>		

		22. In case of suspension of government work announced the night before until 5:00 AM on the day of the training, orders for that day are automatically cancelled.		

\_\_\_\_\_  
(Name of Bidder/Company)

\_\_\_\_\_  
(Signature over Printed Name of Authorized Representative)

\_\_\_\_\_  
(Legal Capacity)



## ***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);

**Note: All legal documents indicated in the said Certificate must be current and updated.**

#### 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).

## BID FORM

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

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

Having examined the Bidding Documents (BDs) issued for the Procurement of Meals and Snacks 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 BDs 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 Bidding Documents (BDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the BDs;
- c. to abide by the Bid Validity Period specified in the BDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

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(if none, state "None") ]

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 BDs.

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: \_\_\_\_\_

## 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 as "THE SUPPLIER".

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project \_\_\_\_\_;

WHEREAS, this Agreement is for the option to purchase 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 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 Supplier)



CALL-OFF
Agency

---

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

Please furnish this Office the following articles subject to he terms and conditions contained herein:

Date of Delivery: \_\_\_\_\_ Payment Term: \_\_\_\_\_


Please see attached Terms and Conditions

---

Authorized Official

Date

Chief Accountant

## Omnibus Sworn Statement

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 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]*

## Bank Guarantee Form for Advance Payment

To: [name and address of PROCURING ENTITY]  
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

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]*

### For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

[illegible]

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

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

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

Duly authorized to sign the Bid for and behalf 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)



Department of Public Works and Highways

**Statement of Single Largest Completed Contract which are Similar in Nature**

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

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

Name of Contract	a. Agency's Name:	Type of Product Delivered	No. of Units	Description	a. Amount of Award	a. Date Awarded
	b. Address:				b. Amount as Completion	b. Contract Effectivity
	c. Telephone No.				c. Duration	c. Date Completed
<b><u>Government</u></b>						
<b><u>Private</u></b>						

**NOTE:**

- A. This statement shall be supported with, End-user's Acceptance OR Official Receipt/s OR Sales Invoice issued for the contract.
- B. The bidders shall fill-up and submit this form for every item to be bid

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

(Printed Name & Signature)

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

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

"Form No. 1"

Department of Public Works and Highways

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

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

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

Name of Contract / Project Cost	a. Owner's Name: b. Address: c. Telephone No.	Type of Product to be Delivered	No. of Units	Description	a. Amount of Award b. Amount as Completion c. Duration	Delivered Units		Value of Outstanding Works / Undelivered Portion
						Planned	Actual	
<b><u>Government</u></b>								
<b><u>Private</u></b>								
						Total Cost		

Submitted by: \_\_\_\_\_  
(Printed Name & Signature)

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

"Form No. 2"

### FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(current asset – current liabilities) (15)] minus value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started, coinciding with the contract to be bid

NFCC = P \_\_\_\_\_

Submitted by:

\_\_\_\_\_

Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_

Signature of Authorized Representative

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

#### NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

## **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]*

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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/manufacture/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]*

