PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)



Government of the Republic of the Philippines

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES

Provision of Meals for BAC and CCC Meetings for Calendar Year 2025 (RE-BID)

(Framework Agreement) BID No. 25-11-03 BRAVO

> Sixth Edition July 2020

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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.



INVITATION TO BID

PROVISION OF MEALS FOR BAC AND CCC MEETINGS FOR CALENDAR YEAR 2025 (RE-BID) (FRAMEWORK AGREEMENT)

BID No. 25-11-03 BRAVO

1. **The CIVIL AVIATION AUTHORITY OF THE PHILIPPINES**, using a Single-Year Framework Agreement through the Annual Budget Appropriations intends to apply the sum of **Two Million Sixty-Four Thousand Pesos only (PHP2,064,000.00)** for the one (1) lot being the Approved Budget for the Contract (ABC) to payments under the contract for the procurement of CATERING SERVICES FOR BAC AND CCC MEETINGS CY 2025 THROUGH SINGLE-YEAR FRAMEWORK AGREEMENT. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Quantity	ltem Description	Total Amount	Delivery Period
1	4,800	Lunch Meals for BAC		Please refer to Section VI
	1,280	,280 Lunch Meals for CCC	PHP2,064,000.00	Framework Agreement List

- The CAAP now invites bids for the above Procurement Project. Delivery of the Goods is required on the date/s specified in the Call-off. Bidders should have completed, within five (5) 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 nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the CAAP and inspect the Bidding Documents at the address given below during Monday to Friday from **8:00AM to 5:00PM or** at the CAAP website (www.caap.gov.ph) and at the website of the Philippine Government Electronic Procurement System (PhilGEPS) (www.philgeps.gov.ph).

5. A complete set of Bidding Documents may be acquired by interested Bidders on **29 April 2025 until the deadline of submission of bid**. Payments may be made onsite at the given address below or thru direct bank deposit of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php5,000.00 (exclusive of any and all taxes imposed by relevant government agencies).** The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

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 CAAP will hold a Pre-Bid Conference on **May 07, 2025 @ 9:30AM** through video conferencing via Google Meet, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **May 21, 2025 @ 9:30 AM.** Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 9. Bid opening shall be **on May 21, 2025 ,9:30 AM** at the CAAP Conference Room, 4th Floor, CAAP Main Building, Old MIA Road, Pasay City, MM. Bids will be opened in the presence of the bidder's representative who choose to attend the activity, provided that an Authorization Letter shall be submitted to the BAC on or before the scheduled opening of bids.
- 10. The CAAP 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:

ENGR. LEANDRO R. VARQUEZ

Head, BAC Secretariat 3rd Floor Supply, Procurement Building Civil Aviation Authority of the Philippines MIA Road corner Ninoy Aquino Avenue 1300 Pasay City, Metro Manila BAC Office No. 8246-4988 loc. 2236 Email address: **bac@caap.gov.ph**

> **ATTY. DANJUN G. LUCAS** *Chairperson, Bids and Awards Committee-Bravo*

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **CIVIL AVIATION AUTHORITY OF THE PHILIPPINES** (CAAP) wishes to receive Bids for the procurement of **PROVISION OF MEALS FOR BAC AND CCC MEETINGS FOR CALENDAR YEAR 2025 (RE-BID)** under a (**FRAMEWORK AGREEMENT**), with **BID No. 25-11-03 BRAVO**.

The Procurement Project (referred to herein as "Project") is composed of 1 lot, the details of which are described in **Section VII (Technical Specifications).**

2. Funding Information

- The GOP through the source of funding as indicated below for CAAP APP CY 2025 in the amount of Two Million Sixty-Four Thousand Pesos and 0/100 only PHP2,064,000.00)
- 2.2. The source of funding is:A. CAAP Annual Procurement Plan CY 2025

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent,

collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, 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 (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

The Procuring Entity has prescribed that **<u>Subcontracting is not allowed</u>**.

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 through videoconferencing** 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;
 - 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 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 security of performance security or performance security of the performance security of performance security

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 at its physical address 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 maybe. In this case, the Bid Security as

required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows as **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 postqualification. 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**.

Bid Data Sheet

ITB Clause				
5.3	For this purpose, contracts similar to the Project shall be:			
	a. Provision of meals, catering services or food-related services for corporate or government meetings, conferences, seminars, or similar events with a satisfactory completion certificate or equivalent document from the end-user.			
	 b. The bidder must submit a copy of the contract or Purchase Order (PO) for the SLCC, along with its corresponding Notice of Award (NOA) or Notice to Proceed (NTP), and a Certificate of Completion or Acceptance issued by the end-user. 			
	c. Completed within five (5) years prior to the deadline for the submission and receipt of bids.			
7.1	Subcontracting is not allowed.			
12	The price of the services shall be quoted Delivery Duty Paid (DDP) Civil Aviation Authority of the Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:			
	a. The amount of not less than PHP41,280 for the one (1) lot or <i>two percent (2%) of the ABC</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Ban; or			
	b. The amount of not less than PHP103,200.00 for the one (1) lot or <i>five percent (5%) of the ABC</i> if bid security is in Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.			
15	Each page thereof is initialed by the duly authorized representative/s of the Bidder. Submitted Eligibility, Technical and Financial documents are properly marked with index tabs (ear tabs) and sequentially paginated in accurate order in the form i.e., "page 3 of 100".			
	Pagination is sequential throughout the documents inside the envelope.			

	Each bidder Bid.	shall submit one c	opy of the fir	rst and secon	d components of its
19.4	Procurement of PROVISION OF MEALS FOR BAC AND CCC MEETINGS FOR CALENDAR YEAR 2025 through FRAMEWORK AGREEMENT in the total amount of Two Million Sixty-Four Thousand Pesos only.				
	ltem	Description	Quantity		Total
	Number			Unit Cost	
	1	Packs of Lunch Meals	4,800	PHP350	PHP1,680,000
	2	Packs of Lunch Meals	1,280	PHP300	PHP384,000
					PHP2,064,000
20.2	Packs of Lunch Meals 4,800 PHP350 PHP1,680,000 2 Packs of Lunch Meals 1,280 PHP300 PHP384,000 2 Packs of Lunch Meals 1,280 PHP300 PHP384,000 2 Post Qualification: Within a non-extendible period of five (5) calend days from receipt by the bidder of the Notice from the BAC that the bidder has the Single/Lowest Calculated Bid (SCB/LCB), the bidder she submit and/or present the following: a. Registration certificate from SEC, Department of Trade and Indus (DTI) for sole proprietorship, or CDA for Cooperatives; b. Valid and current Business/Mayor's Permit issued to bidder by the city or municipality where the principal place of business of the bidder is located The Bidder with the Lowest Calculated Bid (LCB) that complies with and is responsive to all the requirements and conditions shall submits: a) Latest income and business tax returns filed through the Electronic Filing and Payment System (EFPS); b) License to Operate (LTO) if applicable. c) Sanitary and Health Permit/Clearance d) Food tasting and inspection of pantry shall be conducted dur post qualification evaluation. Failure to submit any of the post-qualification requirements on time or a finding against the veracity thereof, shall disqualify the bidder f award. Provided, that in the event that a finding against the veracity of any of the documen				Trade and Industry ives; d to bidder by the of business of the complies with ions shall submit filed through the conducted during ements on time, lify the bidder for nst the veracity

21.1	See Terms of Reference, if Applicable

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contracts.

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV** (**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

Notes on the Special Conditions of Contract

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

The Special Conditions of Contract (SCC0 complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

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

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

GCC Clause	
1	Delivery and Documents
	Delivery of the Provision of Meals shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.
	Delivery time of the food to be served:
	Lunch – not later than 11:00AM
	Upon delivery of the Provision of Meals to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:
	 (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
	For purposes of this Clause, the Procuring Entity's Representative at the Project Site is the Division Chief of the Procurement Division or his duly authorized representative.
	When a meeting has been rescheduled or cancelled, CAAP reserves the right to cancel the provision of meal upon formal notice to the supplier twenty-four (24) hours prior to the start of the meeting. In such case, CAAP has no obligation to pay the supplier the amount corresponding to the cancelled provision of meals.
	At the option of the Procuring Entity, the supplier shall provide meals at the same terms and conditions in the event of additional meetings within the CY 2025, provided that written notice is given by the Division Chief,, or her authorized representative at least five (5) calendar days prior to the conduct of the meeting.
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Procurement Division.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

 this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. Packaging - The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Good's final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. 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 lifting instructions Any special lifting instructions Any special is identifying the contents and quantities of the package is to be placed on an accessible point of 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 specifi	r	
supplied Goods. Packaging - The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements, as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. 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, bescription Final Destination Gross weight Any special lifting instructions Any special lifting 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 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 de		 supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or
The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. 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 relevant HAZCHEM classifications Any relevant HAZCHEM classifications Any relevant HAZCHEM classifications Any relevant HAZCHEM classifications A 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 os uch place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract price.		supplied Goods.
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 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, including insurance and storage, as shall be specified in the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods to a specified place of destination within the Philippines, including insurance and storage, as shall be specified in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or 		Name of the Supplier Contract Description Final Destination
 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. 		Any special lifting instructions Any special handling instructions
 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. 		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.
 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. 		Transportation –
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		Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
		Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
		Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, goods are to be transported on carriers of Philippine registry. In the event

	that no carrier of Philippine registry is available, goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Payment for every completed contract upon call-off shall be made from issuance of complete documentary requirements. a. Documentary requirements to be provided by the Supplier * Sales Invoice and Delivery Receipt; * Copy of Call Off; and * Original Framework Agreement.
4	 b. Documentary requirements to be provided by the City Government of Pasay. * Original Copy of Call Off; * And other documents subject to the accounting and auditing rules. Food tasting and inspection of pantry shall be conducted during post qualification evaluation.

Section VI. Schedule of Requirements Framework Agreement List

FRAMEWORK AGREEMENT LIST FOR THE PROVISION OF MEALS FOR BAC AND CCC MEETINGS FOR CALENDAR YEAR 2025				
ltem/ Service Type and nature of each item/ service	Cost per item or service	Maximum Quantity	Total Cost per Item	
Packed Lunch Meals for BAC				
 Main Course: At least two (2) options featuring pork, beef, chicken, lamb, or fish. Vegetable Dish: One (1) serving of a vegetable dish. Rice: Generous serving of steamed rice. Dessert: One (1)dessert item (e.g., fruit or pastry). Beverage: One (1) 320 ml canned drink (e.g., canned soda or canned juice). 	PHP350	4,800	PHP1,680,000.00	
Spoon and fork with ample tissue or napkin				
 Packed Lunch Meals for CCC Main Course: At least one (1) option featuring pork, beef, chicken or fish. Vegetable Dish: One serving of a vegetable dish. Rice: Generous serving of steamed rice. Dessert: One dessert item (e.g., fruit or pastry). Beverage: One (1) 320 ml canned drink (e.g., canned 	PHP300	1,280	PHP384,000.00	

soda or canned juice). Spoon and fork with ample tissue or napkin			
TOTAL			
(Approved Budget for th	e Contract)	PHP2,06	54,000.00
Expected delivery timeframe of a Call-Off.	e after receipt	Delivery of the Goods shall be based on the actual date of event or activity to be provided by the end-user which shall commence upon receipt of the Notice to Execute Framework Agreement and/ or until 31 December 2025.	
Remarks		Freshly cooked and prepared on the day of the activity.	
SIGNATURE OVER PRIN	TED NAME	POSITION	DEPARTMENT/ DIVISION

Section VII. Technical Specifications Terms of Reference

	TE	CHNICAL SPECIFICATIONS	
Item/ Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance
Packed Lunch Meals for BACMain Course: At least two (2) options featuring pork, beef, chicken, lamb or fish.Vegetable Dish: One (1) serving of a vegetable dish.Rice: Generous serving 	Maximum	Technical Specifications / Scope of Worka. Requirements:Must be registered as a Food/ Catering Service provider;Must have a Valid Sanitary Permit;Food handlers (cook and servers) must have a valid Health Certificate;Must have a code compliant commissary. To be inspected during post qualification; Must have food safety program/ protocol.b. Food packs. Individually packed meal or snacks to be delivered in clean and environment friendly containers. Food with risk of spilling must be placed in sealed container. Must be freshly cooked and prepared on the day of the activity. Must be delivered at the specified place at least 30 minutes before the specified serving time. Must provide Garbage bags for the proper disposal of used containers.c. Evaluation. The end user	[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
pork, beef, chicken, or fish. Vegetable Dish: One (1) serving of a vegetable dish. Rice: Generous serving of steamed rice. Dessert: One (1)		unit will be asked to evaluate the service provider after every delivery service. Evaluation criteria would include, promptness, food quality and serving size and cleanliness. The service	or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]

dessert item (e.g., fruit	provider should maintain a	
or pastry).	satisfactory rating.	
Beverage: One (1) 320		
ml canned drink (e.g.,	d. Delivery of the Goods shall	
canned soda or canned	be based on the actual date of	
juice).	event or activity to be	
Spoon and fork with	provided by the end-user	
ample tissue or	which shall commence upon	
napkin	receipt of the Notice to	
	Execute Framework	
	Agreement and/or until 31	
	December 2025.	

FRAMEWORK AGREEMENT PROVISION

- 1. Within ten (10) calendar days from receipt by the participating bidder(s) of the Notification to Execute a Framework Agreement with the procuring entity, the bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso (PHP1.00) to be paid by the procuring entity as a consideration for the option granted to the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 2. Framework Agreements shall include the following: (a) Framework Agreement List; (b) a provision that the perfection of the actual procurement contract shall be reckoned from the execution of the Call-Offs; and (c) statement that upon the execution of the Call-Offs, all rules and guidelines governing implementation of procurement contracts under RA No. 9184 and its revised IRR shall be applicable.
- 3. Prices indicated in the Framework Agreement corresponding to the subject goods or services in the Framework Agreement List shall be fixed price per item or identified service. For a single-year Framework Agreement, the price shall be based on the actual bid price of the bidder, while for a multi-year Framework Agreement, it shall be based on the price offered in the Mini Competition.
- 4. Framework Agreements shall not state or imply any agreement by the procuring entity to place future contracts or make orders with the supplier or service provider.
- 5. No modification of the Framework Agreement during its period shall be allowed.
- 6. Framework Agreements shall be valid only for the period stated in the bidding documents which, shall not exceed three (3) years from the time the Framework Agreement was entered into and executed by the parties, and shall not be extended beyond its lifetime.
- 7. To guarantee the faithful performance by the supplier or service provider of its obligations under the Framework Agreement, it shall submit a performance security in accordance with Section 39 of the revised IRR of RA No. 9184 or a Performance Securing Declaration as defined under this Guidelines prior to the signing of the Framework Agreement.
- 8. The basis for the computation of the performance security shall be the total contract price whether the procurement is for a single or multi-year framework agreement.
- 9. Notwithstanding the eligibility of a bidder, the BAC reserves the right to review the qualifications of the supplier or service provider. If there has been any change in the capability of the supplier or service provider to undertake its obligations under the

framework agreement so that if it fails the eligibility criteria set thereon, the procuring entity shall consider the said supplier or service provider as ineligible and shall disqualify it from obtaining any award or contract.

10. Bidders executing the Framework Agreement either for single or multi-year shall ensure the continuing validity of their eligibility documents during the implementation of the contract.

CALL-OFF

- 1. When the procuring entity has determined that an item or service covered in the Framework Agreement is needed, it shall require the delivery of the item or rendition of the service identified in the Framework Agreement List in such quantity or scope and at the price for which it was awarded by executing a Call-Off. GPPB Resolution No. 27-2019, dated 10 December 2019 page 13 of 20
- 2. For a single-year Framework Agreement, Call-off may be executed and issued to the winning supplier or service provider immediately upon determination that an item or service is needed.
- 3. For a multi-year Framework Agreement, Call-off shall be issued after conduct of mini competition in favor of the supplier or service provider that provided the lowest calculated and responsive bid.
- 4. The BAC may execute as many Call-Offs for the same item as may be needed within the period of the Framework Agreement as long as the total quantity for all Call-Offs do not exceed the maximum quantity in the Framework Agreement List and the aggregate amount of all executed Call-Offs do not exceed the total contract price specified in the Framework Agreement.
- 5. The succeeding Call-Offs shall have the same unit price based on the financial bid offer in case of single-year Framework Agreement. For multi-year Framework Agreement with multiple qualified bidders, the price depends on the result of each Mini-Competition but not to exceed the price submitted during the initial submission of the bidders' financial bid as provided in Section 7.4.2 of this Guidelines.
- 6. The BAC may execute Call-Offs requiring delivery to multiple destinations or performance at multiple locations.
- 7. For purposes of participation in other public bidding activities, the aggregate of the Call-Offs for a particular item or similar items satisfactorily completed by the supplier or service provider shall be considered as one (1) completed contract with the cumulative amount thereof as the total contract amount. In such case, the date appearing in the Certificate of Acceptance issued by the procuring entity for the last delivery will be considered as the date of completion of the contract. On the other hand, only those undelivered items in the Call-Offs executed by the procuring entity shall be included in the Statement of All Ongoing Government and Private Contracts for purposes of participating in other bidding activities.
- 8. For purposes of the Certificate of Availability of Funds requirement, it shall be issued only every Call-Off subject to existing auditing and budgeting rules and regulations.

IMPLEMENTATION AND TERMINATION OF FRAMEWORK AGREEMENTS

1. After receipt by the supplier or service provider of the Call-Off from the procuring entity,

it shall deliver or perform the items within the period specified in the Framework Agreement, unless a different time is provided in the Call-Off.

- 2. Any extension of time for the delivery or performance shall be made in writing and prior to the date of deliver or performance indicated in the Framework Agreement or Call-Off and subject to prior approval by the procuring entity after consideration of reasonable and justifiable causes.
- 3. If the supplier or service provider fails to deliver or perform within the agreed period, including any time extension, it shall be liable to the procuring entity for liquidated damages of at least equal to one-tenth of one percent (.001) of the GPPB Resolution No. 27-2019, dated 10 December 2019 page 14 of 20 cost of the unperformed portion of the total amount of the items ordered per Call-Off for every day of delay.
- 4. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the total amount of the items ordered per Call-Off, the procuring entity may rescind the same, without prejudice to other courses of action and remedies open to it.
- 5. The Warranty provision for goods under Section 62 of RA No. 9184 and its revised IRR shall be observed under the Framework Agreement, and shall be required for each Call-Off.
- 6. Without prejudice to the provisions of applicable laws, rules, and guidelines, the Framework Agreement shall automatically terminate under any of the following conditions: 6.1. When the total maximum quantity specified in the Framework Agreement has been exhausted; or 6.2. When the specified duration of the Framework Agreement has expired.
- 7. All other rules governing contract implementation and termination under RA No. 9184, its revised IRR, and relevant procurement policies shall be applicable.

Technical Specifications

INSTRUCTION: 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 Bidders 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii)

ltem	Description	Statement of Compliance
1	Interested bidders are also required to deliver the meals at the CAAP Central Office through Procurement Division	
2	The bidder shall be responsible in the packaging of food items per set which shall be made of eco- friendly materials that can hold all the items inside securely.	
3	The bidder shall deliver the food items based on the instructions of CAAP and ensure that food items are released only to authorized personnel.	
4	Delivery of the goods shall be based on the actual date of event or activity to be provided by the end-user.	
5	The bidder shall fully deliver procured meals and snacks on or before each BAC meetings and CCC meetings. Lunch - 11:00 AM	
6	The bidder must provide foods that are freshly cooked and prepared on the day of the activity.	
7	The bidder shall provide menu three (3) calendar days upon receipt of the Notice to Execute Framework Agreement. End- User shall communicate the final/chosen viand one (1) calendar days before the delivery.	
8	The bidder shall deliver procured meals on or before 31 December 2025.	

Meals for BAC Meetings4,800Meals for CCC Meetings1,280ItemQuantity Item DescriptionBAC Meeting LunchMain Course: At least two (2) options featuring pork, beef, chicken, lamb or fish. Vegetable Dish: One (1) serving of a vegetable dish. Rice: Generous serving of steamed rice. Dessert: One (1) dessert item (e.g., fruit or pastry). Beverage: One (1) 320 ml canned drink (e.g., canned soda or canned juice).CCC Meeting LunchMain Course: At least one (1) option featuring pork, beef, chicken or fish. Vegetable Dish: One (1) serving of a vegetable dish. Rice: Generous serving of steamed rice.CCC Meeting LunchMain Course: At least one (1) option featuring pork, beef, chicken or fish. Vegetable Dish: One (1) serving of a vegetable dish. Rice: Generous serving of steamed rice. Dessert: One (1) dessert item (e.g., fruit or pastry). Beverage: One (1) 320 ml canned drink (e.g., canned soda or canned juice).	Meals for BAC4,800Meetings1,280ItemQuantity Item DescriptionBAC MeetingMain Course: At least two (2) options featuring pork, beef, chicken, lamb or fish.Vegetable Dish: One (1) serving of a vegetable dish.Vegetable Dish: One (1) serving of a vegetable dish.Rice: Generous serving of steamed rice.Dessert: One (1) dessert item (e.g., fruit or pastry).Beverage: One (1) 320 ml canned drink (e.g., canned soda or canned juice).CCC Meeting LunchMain Course: At least one (1) option featuring pork, beef, chicken or fish.Vegetable Dish: One (1) serving of a vegetable dish.Spoon and fork with ample tissue or napkinCCC Meeting LunchMain Course: At least one (1) option featuring pork, beef, chicken or fish.Vegetable Dish: One (1) serving of a vegetable dish.Rice: Generous serving of steamed rice.Dessert: One (1) dessert item (e.g., fruit or pastry).Beverage: One (1) 320 ml canned drink (e.g., canned soda or canned	Darticularc	Maximum	
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	CONFIDENTIALITY CLAUSE			

unless the latter indicates the contrary. The supplier shall not	
disclose any communication disclosed to him for this service.	
After the completion of the contract, all materials, data, and	
other related documents shall be in full ownership of the Civil	
Aviation Authority of the Philippines (CAAP).	

Note: In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent (1%) for every day of delay shall be imposed on the undelivered item/s.

I hereby certify to comply and deliver all the above requirements.

Company Name	:	
Representative	:	(Signature over Printed Name)
Date	:	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

<u>Legal Documents</u>

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

<u>Technical Documents</u>

- (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; <u>and</u>
- □ (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 <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- □ (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) <u>and</u> 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)
 <u>or</u> 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 <u>or</u> duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- □ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- □ (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) [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.
- □ (I) 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.: _____

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.

[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 Amount and Purpose of agent Currency Commission or gratuity

(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 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 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
ltem	Descriptio n	Countr y of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place	Total CIF or CIP price per item	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivere d Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
				(specify border point or place of destination)	(col. 4 x 5)			

Name:_____

Legal Capacity: _____

Signature:_____

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

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___

Item Descriptio Countr Quantity Unit Transportati Sales Cost of Total Total n y of origin Price on and all other costs incidental to other and other applicabl price, price price <th>1</th> <th>2</th> <th>3</th> <th>4</th> <th>5</th> <th>6</th> <th>7</th> <th>8</th> <th>9</th> <th>10</th>	1	2	3	4	5	6	7	8	9	10
	Item		y of	Quantity	pric e EXW per ite	on and all other costs incidental to delivery, per	and other taxes payable if Contract is awarded,	Incidenta l Services, if applicabl e, per	Price, per unit (col 5+6+7+ 8	Price delivered Final Destinatio n (col 9) x

Name:_____

Legal Capacity: _____

Signature:_____

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

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]

	CALL-OFF CIVIL AVIATION AUTHORITY OF THE PHILIPPINES Agency						
Supplier: Address:			C.O. No.: Date:				
Gentle Ple	men: ease furnish this Office the following articles	subject to	the term	ns and condition	s contained herein:		
Place of D		5	1	y Term:			
Date of De			Paymer	nt Term:			
ltem No.	DESCRIPTION	Qty	Unit	Unit Cost	Amount		
(Total Amo	unt in Words)	I	TOTAL AMOUI				
Please see a	attached Terms and Conditions		Very	Truly Yours,			
		_		horized Official	_		
Confor	me:						
Signatu	re over Printed Name of Supplier						
Date:							
Funds Ava	ilable:						
	KEVIN C. ALMERIDO Chief Accountant			:			

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

<u>[]urat]</u>

[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 its and hereinafter

and

	[name of SUPPLIER], a duly regi	istered entity existing under the laws of the Philippin	es,
with	postal	address	at
	-	, represented	by
its _		hereina	fter
referre	ed 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

- 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.
- 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

- The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - 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;
 - the General Conditions of Contract;
 - (d) the Special Conditions of Contract;
 - the Performance Security or Performance Securing Declaration;
 - (f) the Procuring Entity's Notice to Execute Framework Agreement;
 - (g) Mini Competition, when necessary; and
 - (h) Call-Offs.

Article II DURATION

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

Article III CONSIDERATION

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and performe the services subject to the conditions of the Call-off.

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)

Statement of Single Largest Completed Contract which is Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Name of Client / Contact Person / Contact Number / Email	Date of Contract	Title of the Contract / Name of the Project	Description of Services / Goods Supplied	Contract Period / Date of Delivery	Amount of Contract

Name of Company/Bider: _____

Signature over Printed Name of Representative/Designation:

Date: _____

Note: This form shall be supported by End-User's Acceptance or official receipt (s) or sales invoice issued for the contract.

Statement of All On-going Government and Private Contracts including Contract Awarded but not yet Started

Business Name: _____

Business Address: _____

Name of Client / Contact Person / Contact Number / Email	Date of Contract	Title of the Contract / Name of the Project	Description of Services / Goods Supplied	Contract Period / Date of Delivery	Amount of Contract	Value of Outstanding Works or Delivered Portion of the Contract
Government						
<u>Private</u>						

Name of Company/Bider: _____

Signature over Printed Name of Representative/Designation:

Date: _____

Note:

- Please state all on-going Government and private contracts, including those awarded but not yet started, which may be similar or not similar in nature and complexity to the contract to be bid.
- If there is no on-going contract, this Form shall still be submitted as part of its technical bid submission, indicate "none".

