

Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, of the Philippines with office address at IBP Road, Constitution Hills, Quezon City, Metro Manila, represented herein by **Undersecretary FELICISIMO CALACAT BUDIONGAN, Office of the Undersecretary for Disaster Response Management Group** and hereinafter referred to as the "THE PROCURING ENTITY".

and

CENTER POINT SALES & TRADING INC., a duly registered entity existing under the laws of the Philippines, with postal address at 6th Floor Sky Tower 1 Bldg., No. 68 Dasmariñas Street, Binondo, Manila, represented by **MS. CLYJEN C. PELAYO, Authorized Representative**, hereinafter referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project for **Item No. 7 – Stretch Film for the "Procurement of Raw Materials for the Production of Family Food Packs Through Framework Agreement for CY 2021" under ITB No. GOP/20-DSWD-066;**

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

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

NOW, THEREFORE, the parties hereby agree as follows:

Article I GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to

purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.

2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made an integral part thereof.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid, if any), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Schedule of Requirements (Framework Agreement List) and the Technical Specifications;
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract;
 - (e) the Performance Security or Performance Securing Declaration;
 - (f) the Procuring Entity's Notice to Execute Framework Agreement; and
 - (g) Call-Offs

Article II DURATION

~~The term of this Agreement is a Single Year Framework Agreement which shall commence from the receipt of Notice to Proceed (NTP) until 31 December 2021 or upon consumption of the total quantity for each lot, whichever comes first or unless sooner revoked by both parties.~~

Article III CONSIDERATION

For the consideration of one peso (Php1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and perform the services subject to the conditions of the Call-off.

Article IV PERFECTION OF PROCUREMENT CONTRACT

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

Article V
OBLIGATION TO ANSWER A CALL-OFF

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

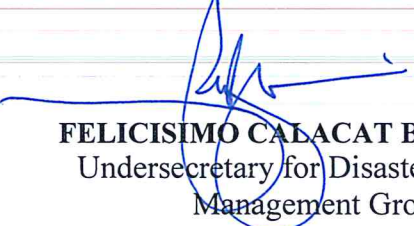
Failure on the part of THE SUPPLIER to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice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

Article VI
TERMS AND CONDITIONS

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written. Signed, sealed, delivered in Quezon City, Philippines on the **26th day of February 2021**.


FOR THE PROCURING ENTITY

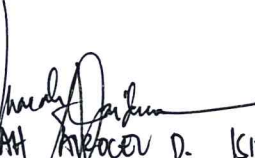

FELICISIMO CALACAT BUDIONGAN
Undersecretary for Disaster Response
Management Group

FOR THE SUPPLIER


CLYJEN C. PELAYO
Authorized Representative

-Witnesses-


EMMANUEL P. PRIVADO
Director IV
National Resource and Logistics
Management Bureau (NRLMB)


MARY ANN D. SISON
SMES COORDINATOR

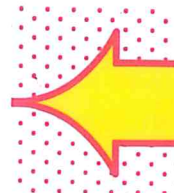
Certifies as to availability of Fund / Disbursement
of fund shall be subject to existing budgeting,
accounting, and other rules and regulations,
Certified Funds Available:


JUBIE LEAH MAE S. COLES
Division Chief, Accounting Division-Regular Programs
Financial Management Service Chief, Accounting Division (AD)

CONTRACT No. 2021-02-0006

01-20001-021-2021-03-00497
01101101 NRLMB 330,00-1-3
3 March 10, 2021

4,342 rolls of Stretch Film
Framework Agreement



Republic of the Philippines)
CITY OF MANILA) S.S.


BEFORE ME, a Notary Public for and in CITY OF MANILA, on this 11 day of APRIL 2021 personally appeared the following with their respective proof of Identification;

| | |
|--------------------------------|---|
| FELICISIMO C. BUDIONGAN | ID Type/No. : <u>TIN/ 186235183</u> |
| | Place Issued : <u>BIR</u> |
| CLYJEN C. PELAYO | ID Type/No. : <u>Philhealth ID/ 02-02642961-7</u> |
| | Place Issued : <u>n/a</u> |

Both known to me to be the same people who executed the foregoing instrument and who acknowledge to me that the same is their own free will and voluntary act and deed.

This Agreement consisting of four (4) pages with Annexes (a) to (g) signed by the parties and their instrumental witnesses in all pages refer to an AGREEMENT for the Item No. 7 – Stretch Film for the “Procurement of Raw Materials for the Production of Family Food Packs Through Framework Agreement for CY 2021” under ITB No. GOP/20-DSWD-066 by the SUPPLIER.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.


NOTARY PUBLIC

PERFECTO C. NOLASCO
Notary Public for the City of Manila
Commission No. 2020-047
Until December 31, 2021
PTR NO. 9788147 - Jan. 04, 2021
IBP No. 124907 (MD-2021) 7/13/2020
Rm. 317 Downtown Center Building
516 Quintin Paredes Street, Binondo, Manila
IBP Roll No. 18343 - Tel. 85221326/85229891
MCLE Comp. No. VI-0020548 - 3/18/2019

Doc. No. SP
Page No. 12
Book No. 1234567
Series of 2021

Bid FormDate: December 16, 2020

Invitation to Bid No:

GOP/20-DSWD-066

To: **DSWD Bids and Awards Committee**
2nd Floor Mahusay Building, DSWD Central Office
IBP Road, Constitution Hills, 1126 Quezon City

Gentlemen and/or Ladies:

Having examined the Philippine Bidding Documents(PBDs) including the Supplemental or Bid Bulletin Numbers[0]the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Procurement of RAW Materials for the Production of Family Food Packs Through Framework Agreement for CY 2021 under ITB No. GOP/20-DSWD-066 PR No. 2020110162 for Lot No. 7-Stretch Film** in conformity with the said PBDs for the sum of **One Million Eighty Four Thousand Nine Hundred Seventy Eight Pesos and Ninety Six Centavos Only (Php 1,084,978.96)** or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

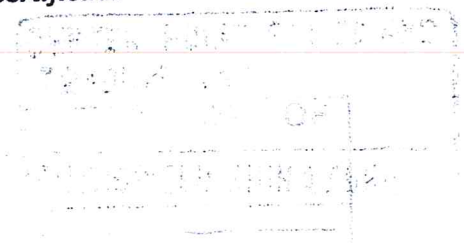
- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified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

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

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

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

The undersigned is authorized to submit the bid on behalf of **CENTER POINT SALES AND TRADING INC.** as evidenced by the attached duly Notarized **Secretary's Certificate**




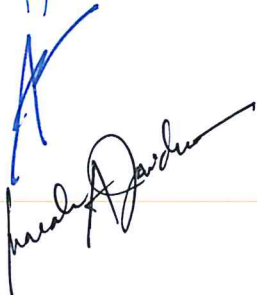
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

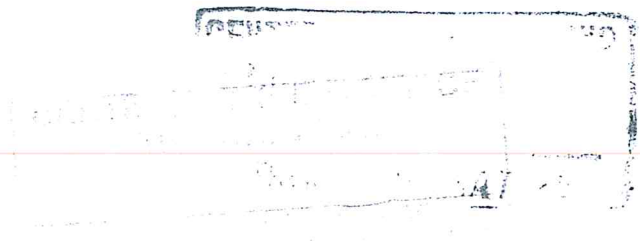
Name: CLYJEN C. DELAYO

Legal capacity: SALES COORDINATOR

Duly authorized to sign the Bid for and behalf of: CENTER POINT SALES AND TRADING INC.

Date: DECEMBER 16, 2020



Price Proposal Form

Date: December 16, 2020

Invitation to Bid No:

GOP/20-DSWD-066

Procurement of Raw Materials for the Production of Family Food Packs Through Framework Agreement for CY 2021

| Item No. | Particulars | Quantity | Unit Price (in Phil Peso) | Total Price (in Phil Peso) |
|-----------------------------|------------------------|------------------|------------------------------|-------------------------------|
| <u>1</u> | Corned Beef | 3,740,752 tins | <u>NO BID</u> | <u>NO BID</u> |
| <u>2</u> | Sardines | 1,795,723 tins | <u>NO BID</u> | <u>NO BID</u> |
| <u>3</u> | Tuna | 3,833,418 tins | <u>NO BID</u> | <u>NO BID</u> |
| <u>4</u> | Instant Coffee Mix | 2,941,680 sachet | <u>NO BID</u> | <u>NO BID</u> |
| <u>5</u> | Powdered Cereal Drink | 4,746,578 sachet | <u>NO BID</u> | <u>NO BID</u> |
| <u>6</u> | Regular Slotted Carton | 767,732 piece | <u>NO BID</u> | <u>NO BID</u> |
| <u>7</u> | Stretch Film | 4,342 roll | <u>249.88</u> | <u>1,084,978.96</u> |
| TOTAL CONTRACT PRICE | | | | <u>1,084,978.96</u> |



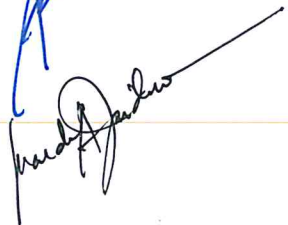
NOTE: In case of discrepancy between unit price and total price, the unit price will prevail. Contract Price per item is inclusive of all applicable taxes.

Name of Bidder: CENTER POINT SALES AND TRADING INC.

Name of Authorized Representative: CLYJEN C. PELAYO

Signature of Authorized Representative: _____

Date: DECEMBER 16, 2020



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 CENTER POINT SALES AND TRADING INC. Project ID Number GOP/20-DSWD-066 Page 1 | | | | | | | | | |
|--|--|-------------------|----------|-------------------------|---|--|--|------------------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Item | Description | Country of origin | Quantity | Unit price exw per item | Transportation and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price per unit (col.5+6+7+8) | Total Price delivered Final Destination (col. 9) x (col. 4) |
| 7 | Stretch Film | Philippines | 4,342 | 223.11 | 0 | 26.77 | 0 | 249.88 | 1,084,978.96 |
| | Type :Plastic Wrapper for Pallet | | | | | | | | |
| | Gross Weight : (including paper core):not less than 2 kilograms. | | | | | | | | |
| | Width : 500mm, (+/- 2%) | | | | | | | | |
| | Microns:15 microns, (+/- 2%) | | | | | | | | |
| | Core Inside Diameter: 76mm, (+/- 2%) | | | | | | | | |
| Total | | | | | | | | | 1,084,978.96 |

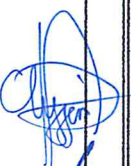

Name : **Clyden C. Pelayo**

Legal Capacity : **Sales Coordinator**

Signature : 

Duly authorized to sign bid for and on behalf of **Center Point Sales and Trading Inc.**

December 16, 2020

Schedule of Requirements

Framework Agreement List

| FRAMEWORK AGREEMENT LIST Department of Social Welfare and Development Procurement of Raw Materials for the Production of Family Food Packs Through Framework Agreement for CY 2021 | | | | | |
|---|------------------------|---|------------------|----------------------------|--|
| Item | | Cost per item (In Phil. Peso) | Maximum Quantity | Minimum Order per Call-Off | Total Cost per Item (In Phil. Peso) |
| 1 | Corned Beef | 27.24 | 3,740,752 tins | 200,000 tins | 101,898,084.48 |
| 2 | Sardines | 18.92 | 1,795,723 tins | 100,000 tins | 33,975,079.16 |
| 3 | Tuna | 28.60 | 3,833,418 tins | 200,000 tins | 109,635,754.80 |
| 4 | Instant Coffee Mix | 6.55 | 2,941,680 sachet | 250,000 sachets | 19,268,004.00 |
| 5 | Powdered Cereal Drink | 9.90 | 4,746,578 sachet | 250,000 sachets | 46,991,122.20 |
| 6 | Regular Slotted Carton | 30.00 | 767,732 pieces | 50,000 pieces | 23,031,960.00 |
| 7 | Stretch Film | 253.00 | 4,342 rolls | 500 rolls | 1,098,526.00 |
| TOTAL (Approved Budget for the Contract) | | | | | 335,898,530.64 |
| Expected delivery time frame after receipt of a Call-Off: | | Within a maximum of five (5) calendar days or one hundred twenty (120) hours or as provided in the Call-Offs, whenever necessary, upon issuance of Call-off. In case the Procuring Entity requires the maximum quantity, a different delivery time will be provided in the call-offs, in which case, the period stated in the latter shall prevail. | | | |
| Period of remedy for defects: | | Supplier should replace those Goods found damaged and other unacceptable appearances identified by the Quality Control within six (6) months upon completion of delivery. | | | |

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|----------------------------|---|
| Delivery Site: | DSWD-NROC, NAIA, Chapel Road, Pasay City or any DSWD designated delivery place within Cavite, Pampanga, Rizal, Bulacan, and Visayas Disaster Response Center (VDRC), whenever necessary. |
| Contract Duration: | The contract is a Single-Year Framework Agreement commencing from the receipt of Notice to Proceed until 31 December 2021 or upon consumption of the total quantity for each item, whichever comes first. |
| Flexibility Clause: | This framework agreement permits flexibility at the outset of the agreement for the winning suppliers who are not able to commit to a fixed level of supplying a particular brand presented during the post-qualification. Provided, the nature of modification is due to fortuitous events and the modified brand is responsive to the technical specifications set by the bureau. Notwithstanding, variations to the provisions of this agreement between the NRLMB and the winning suppliers are permitted, subject to Director's recommendation and Head of the Procuring Entity's (HOPE's) approval. |


Name of Bidder: CENTER POINT SALES & TRADING INC.

Name of Authorized Representative: CLYTEN C. RELAYO

Signature of Authorized Representative: 

Date: DECEMBER 15, 2020




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Section VII. Technical Specifications

Technical Specifications

Procurement of Raw Materials for the Production of Family Food Packs Through Framework Agreement for CY 2021

| Item No. | Technical Specifications | Bidder's Specifications Statement of Compliance ¹ |
|----------|---|--|
| 1 | <p>CORNER BEEF</p> <p>a. Type: Plain corned beef, not guisado/ chunky/ karne norte (Non-Easy Open Can)</p> <p>b. Unit of measure: Tin</p> <p>c. Net weight: 150 grams</p> <p>d. Certification: Certified Halal Product printed in the product label</p> <p>e. Label information: With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."</p> <p>f. Expiration: Should indicate expiry date, not less than two (2) years from the date of delivery.</p> <p>g. Tin can thickness: Not less than:</p> <ul style="list-style-type: none"> • Top End: 0.14 mm • Bottom: 0.14 mm • Body: 0.14 mm <p>h. No. of Beads: Minimum of 10 beads</p> <p>i. No. of units per box: at least 48 tin can per box</p> <p>j. The brand must be existing in the Philippine Market for at least 5 years</p> | <p>"NOT COMPLY"</p> |

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

| Item No. | Technical Specifications | Bidder's Specifications Statement of Compliance ² |
|----------|--|--|
| | <p>SARDINES</p> <p>a. Type: In Tomato Sauce, not spicy (Non-Easy Open Can)</p> <p>b. Unit of measure: Tin</p> <p>c. Net weight: 155 grams</p> <ul style="list-style-type: none"> • Atleast 3-4 pieces of sardines each cans • Length of each cut of sardines must be around 2 ½ - 4 inches <p>d. Certification: Certified Halal Product printed in the product label</p> <p>e. Label information: With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the <i>"Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."</i></p> | <p>"NOT COMPLY"</p> |
| 2 | <p>f. Expiration: Should indicate expiry date, not less than two (2) years from the date of delivery.</p> <p>g. Tin can thickness: Not less than:</p> <ul style="list-style-type: none"> • Top End: 0.14 mm • Bottom: 0.14 mm • Body: 0.14 mm <p>h. No. of Beads: Minimum of 10 beads</p> <p>i. No. of units per box: 100 tin can per box</p> <p>j. The brand must be existing in the Philippine Market for at least 5 years</p> | |

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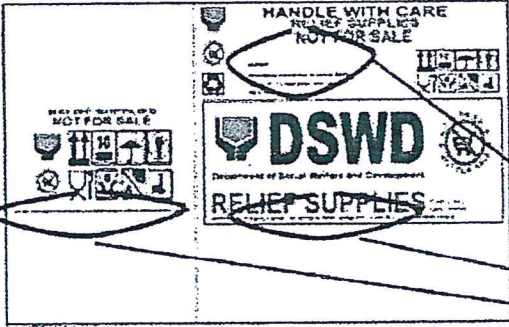
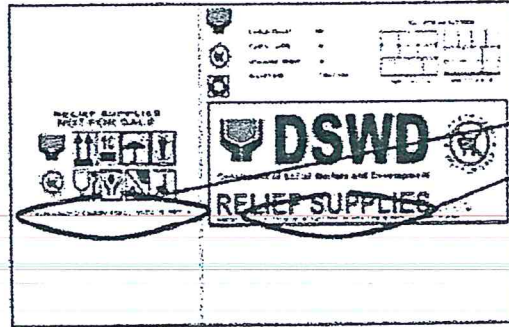
| Item No. | Technical Specifications | Bidder's Specifications Statement of Compliance ² |
|----------|--|--|
| 3 | <p>TUNA</p> <p>a. Type: Canned Tuna Flakes, In Oil, Not Spicy, Non-Easy Open Can</p> <p>b. Unit of measure: Tin</p> <p>c. Net weight: 155 grams</p> <p>d. Certification: Certified Halal Product printed in the product label</p> <p>Label information: With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the <i>"Rules and Regulations Governing the Labelling of Pre- packaged Food Products Distributed in the Philippines."</i></p> <p>f. Expiration: Should indicate expiry date, not less than two (2) years from the date of delivery.</p> <p>g. Tin can thickness: Not less than:</p> <ul style="list-style-type: none"> • Top End: 0.14 mm • Bottom: 0.14 mm • Body: 0.14 mm <p>h. No. of Beads: Minimum of 10 beads</p> <p>i. No. of units per box: 100 tin can per box</p> <p>j. The brand must be existing in the Philippine Market for at least 5 years</p> | <p>"NOT COMPLY"</p> |
| 4 | <p>INSTANT COFFEE MIX</p> <p>a. Type: 3 in 1 Mix (Coffee, Sugar and Creamer)</p> <p>b. Unit of measure: Sachet</p> <p>c. Net weight: 20 to 32 grams</p> <p>d. Certification: Certified Halal Product - Certification printed in the product label</p> <p>e. Label information: With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the <i>"Rules and Regulations Governing the Labelling of Pre- packaged Food Products Distributed in the Philippines."</i></p> <p>f. Expiration: Should indicate expiry date, not less than one (1) year from the date of delivery.</p> <p>g. Packaging: Twin packs are acceptable. One twin pack is equivalent to two sachets</p> <p>h. The brand must be existing in the Philippine Market for at least 5 years</p> | <p>"NOT COMPLY"</p> |

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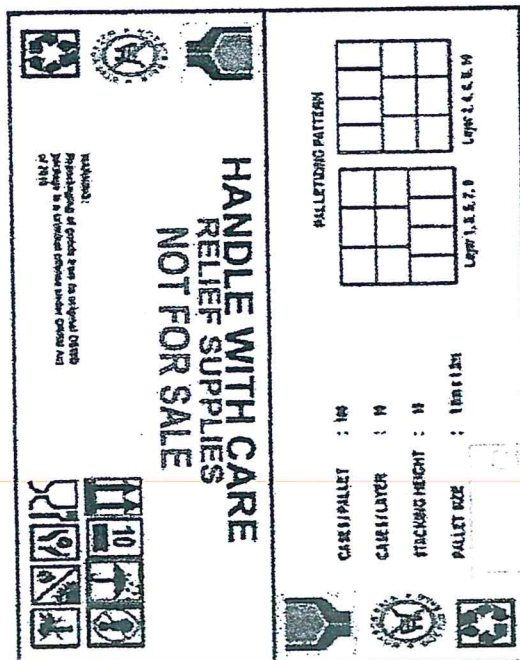
| Item No. | Technical Specifications | Bidder's Specifications Statement of Compliance ² |
|----------|--|--|
| 5 | POWDERED CEREAL DRINKS <ul style="list-style-type: none"> a. Type: Cereal Drink Mix, Chocolate or Vanilla b. Unit of measure: Sachet c. Net weight: 20 to 32 grams d. Certification: Certified Halal Product – Certification printed in the product label e. Label information: With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the <i>"Rules and Regulations Governing the Labelling of Pre-packaged Food Products Distributed in the Philippines."</i> f. Expiration: Should indicate expiry date, not less than nine (9) months from the date of delivery. g. The brand must be existing in the Philippine Market for at least 5 years | <p align="center">"NOT COMPLY"</p> |
| 6 | REGULAR SLOTTED CARTON <ul style="list-style-type: none"> a. Unit of Measure: Piece b. Measurement: Size: (H x L x W) 130 mm x 395 mm x 295 mm (+/- 5%) c. Thickness: 7 millimeters (+/- 10%) d. Flute: C - B Flute e. Walling: Double Wall f. Wax: Waxed inside and unwaxed outside g. Packaging: Bundled by 10 h. Testing: The following to be conducted on Post-Qualification: <ul style="list-style-type: none"> i. Machine Testing - required compression testing capacity 140 psi - should withstand minimum of 10 layers stacking high together with Family Food Packs components ii. Box compression testing iii. Should withstand minimum of 10 layers stacking high together with Family Food Pack (FFP) components i. Marking requirements: Must include DSWD markings in the label j. Scoring: Double Scoring k. Markings: Refer to the Illustrations and details of the markings below. | <p align="center">"COMPLY"</p> REGULAR SLOTTED CARTON <ul style="list-style-type: none"> a. Unit of Measure: Piece b. Measurement: Size: (H x L x W) 130 mm x 395 mm x 295 mm (+/- 5%) c. Thickness: 7 millimeters (+/- 10%) d. Flute: C - B Flute e. Walling: Double Wall f. Wax: Waxed inside and unwaxed outside g. Packaging: Bundled by 10 h. Testing: The following to be conducted on Post-Qualification: <ul style="list-style-type: none"> i. Machine Testing - required compression testing capacity 140 psi - should withstand minimum of 10 layers stacking high together with Family Food Packs components ii. Box compression testing iii. Should withstand minimum of 10 layers stacking high together with Family Food Pack (FFP) components i. Marking requirements: Must include DSWD markings in the label j. Scoring: Double Scoring k. Markings: Refer to the Illustrations and details of the markings below. |

THE OFFICIAL SEAL OF THE BIDDING OFFICE

Illustrations

| Illustration | Remarks |
|--|---|
| <p>Side A</p>  | <ol style="list-style-type: none"> 1. Print Color: Red, Yellow and Blue 2. **Included in the markings the international symbols on how to properly handle the product 3. The DSWD Logo is based on the DSWD Branding Guidelines 4. RSC size: 130 mm (H) x 395 mm (L) x 295 mm (W) |
| <p>Side B</p>  | <p>WARNING:</p> <p>Repackaging goods from its original DSWD package is a criminal offense under DRRM Act of 2010 and shall be met with appropriate charges.</p> |











Top View (Folded Flaps)



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| **International Symbol on Proper Handling of Products | | | | | |
|---|-------------------------|-----------------------|---|-------------------|--------------------------|
|  | Keep dry | 3 cm x 3 cm |  | Protect from Heat | 3 cm x 3 cm |
|  | Maximum stacking height | 3 cm x 3 cm |  | Handle with care | 3 cm x 3 cm |
|  | This side up | 3 cm x 3 cm |  | Food item | 3 cm x 3 cm |
|  | Recyclable | 3 cm x 3 cm |  | Stacking Pattern | 5 cm x 5 cm |
|  | Do not Step on | 3 cm x 3 cm |  | Do not sit on | 3 cm x 3 cm |
| HANDLE WITH CARE | | 2 cm x 2cm per letter | CASES / PALLET CASES / LAYER STACKING HEIGHT PALLET SIZE | | 1 cm x 0.8 cm per letter |

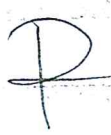
Name of Bidder: **CENTER POINT SALES & TRADING, INC.**

Name of Authorized Representative: **Clyden C. Relayo**

Signature of Authorized Representative: 

Date: **December 15, 2020**




THIS IS A TRUE COPY OF THE ORIGINAL


STRETCH FILM

Type: plastic Wrapper for Plastic

Unit of Measure: Roll

Gross Weight: (including paper core): Not less than 2 kg

Width: 500 millimeters (+/-2%)

Microns: 15 microns (+/-2%)

Core inside diameter: 76 millimeters (+/-2%)

P



CENTER POINT SALES & TRADING, INC.

6th Floor Sky Tower 1 Bldg., No. 68 Dasmariñas St., Binondo, Manila, Philippines 1006

Tel. Nos. (02) 242-4245 to 46 / (02) 241-8023 Fax No. (02) 242-3471

Email Add.: cpstsalesdepartment@gmail.com


PRODUCTION / DELIVERY SCHEDULE

CENTER POINT SALES & TRADING, INC. with office address at **604 Sky 1 Tower No. 68 Dasmariñas St., Binondo, Manila, Philippines** undertakes to completely deliver all items for the **Procurement of Raw Materials for the Production of Family Food Packs Through Framework Agreement for CY 2021 under ITB No. GOP/20-DSWD-066 PR Nos. 2020110162 for Lot No. 7- Stretch Film** with the following delivery schedule:

Expected delivery time frame after receipt of a Call-Off:



Within a maximum of five (5) calendar days or one hundred twenty (120) hours or as provided in the Call-Offs, whenever necessary, upon issuance of Call-off. In case the Procuring Entity requires the maximum quantity, a different delivery time will be provided in the call-offs, in which case, the period stated in the latter shall prevail.

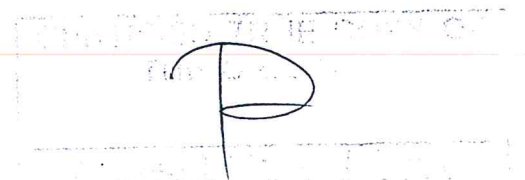
Submitted by:


CLYEN C. PELAYO

AUTHORIZED REPRESENTATIVE

December 15, 2020





CENTER POINT SALES & TRADING, INC.

6th Floor Sky Tower 1 Bldg., No. 68 Dasmariñas St., Binondo, Manila, Philippines 1006

Tel. Nos. (02) 242-4245 to 46 / (02) 241-8023 Fax No. (02) 242-3471

Email Add.: cpstisalesdepartment@gmail.com

MANPOWER REQUIREMENT

Procurement of Raw Materials for the Production of Family Food Packs Through Framework Agreement for CY 2021 under ITB No. GOP/20-DSWD-066 PR No. 2020110162 Lot No. 7- Stretch Film

| LOT NO. 7: | STRETCH FILM |
|--------------------------------|---------------------|
| APPROVED BUDGET: | 1,098,526.00 |
| SALES AND MARKETING DEPARTMENT | 5 PERSONNEL |
| DRIVER | 3 PERSONNEL |
| SUPPORT STAFF FOR THE DELIVERY | 2 PERSONNEL |
| ACCOUNTING | 2 PERSONNEL |
| TOTAL PERSONNEL | 12 PERSONNEL |



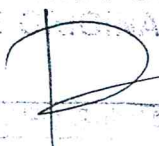
CERTIFIED CORRECT:


CLYJEN C. DELAYO

NAME & SIGNATURE OF AUTHORIZED REPRESENTATIVE

SALES COORDINATOR
POSITION

DECEMBER 15, 2020
DATE



**CERTIFIED TRUE COPY OF
THE ORIGINAL**


General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the 2016 Revised 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 or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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

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

6. Liability of the Supplier

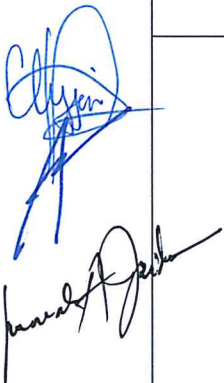
The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1 | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>For Goods supplied from abroad: The delivery terms applicable to the Contract are DDP delivered to the Project Sites and/or Delivery Sites stated in the Section VI (Schedule of Requirements). In accordance with INCOTERMS.</p> <p>For Goods supplied from within the Philippines: The delivery terms applicable to this Contract are delivered to the Project Sites and/or Delivery Sites stated in the Section VI (Schedule of Requirements). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are</p> <p>Mr. Ronilo Tumatal - Receiving Officer or Mr. Buenaventura Valenzuela - Qualify Officer</p> <p>Incidental Services –</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |
| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> |



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 one (1) side as follows:

Name of the Product

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

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

Transportation –

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

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

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

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

| | |
|-----|--|
| | <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | <p>Payment shall be made within thirty (30) days upon completion of delivery per Call-Off, subject to the submission and/or completion of the required documents for payments:</p> <ul style="list-style-type: none"> i. Duly signed and approved Call-Offs; ii. BIR VAT Registered Supplier's Invoice issued to DSWD; iii. Supplier's Delivery Receipt duly received/signed by DSWD Authorized Representative at the delivery sites/places; iv. Inspection and Acceptance Report; and v. Other Documents that may be identified by DSWD. |
| 4 | <p>The DSWD NRLMB – Quality Management Section and/or the DSWD Central Office – Inspection Committee shall inspect the Goods upon delivery to any DSWD designated delivery sites/places. DSWD reserves the right to inspect or test the Goods and accept or reject any or all items delivered not in accordance with the specifications indicated in the Section VII (Technical Specifications) and the Framework Agreement List.</p> |

Date: February 19, 2021

Control No. 371-2021-0219-004

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT

Batasan Pambansa Complex, Batasan Rd.
Quezon City

Attn : **BIDS AND AWARDS COMMITTEE**

Re : **BANK GUARANTY**

Gentlemen:

This is to certify that **CENTER POINT SALES & TRADING INC.** has, upon instruction to us, set aside, held out and assigned in favour of the **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT** the amount of **PESOS: FIFTY FOUR THOUSAND TWO HUNDRED FORTY EIGHT & 95/100 ONLY (Php54,248.95) ONLY** deposited with us, as **Performance Security**, under the Notice of Award to execute **Procurement of Raw Materials for the Production of Family Food Packs Through Framework Agreement for CY 2021** and that said amount or any portion thereof is not allowed to be encumbered, withdrawn or disposed of without the written consent of the **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**.

Accordingly, **LANDBANK** hereby irrevocably and absolute guarantees to **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT** to pay upon demand up to the above mentioned amount as may be necessary to pay/settle any legitimate claim filed against the **Performance Security** without the necessity of a prior notice to and consent of **CENTER POINT SALES & TRADING INC.**

LANDBANK's guaranty herein shall be valid from February 19, 2021 to August 18, 2021 . All claims against the guaranty shall be filed with our Branch not later than the latter date, after which this guaranty automatically becomes null and void without the need to surrender the original of this letter to us.

Thank you.

Very truly yours,


GRACE C. MIRANDA
Branch Head


LEIDA C BENITEZ
BSO

NOTICE TO EXECUTE FRAMEWORK AGREEMENT

NEFA No.: 2021-01-005

15 January 2021

ANNEX "(f)"

MS. CLYJEN C. PELAYO

Authorized Representative

CENTER POINT SALES & TRADING INC.

6th Floor Sky Tower 1 Bldg., No. 68 Dasmariñas St.,

Binondo, Manila Philippines

Telephone No.: (02) 242-4245/46; (02) 241-8021

Telefax No.: (02) 242-3471

E-mail Address: cpstisalesdepartment@gmail.com

Dear Ms. Pelayo:

We are pleased to inform you that your bid for **Item No. 7 – Stretch Film** for the **“Procurement of Raw Materials for the Production of Family Food Packs Through Framework Agreement for CY 2021”** under ITB No. **GOP/20-DSWD-066**, as evaluated in accordance with the Instructions to Bidders (ITB), are hereby accepted. The unit cost is **Two Hundred Forty-Nine Pesos and Eighty-Eight Centavos (PhP249.88) per roll**, inclusive of all applicable taxes. The Contract Duration is from receipt of Notice to Proceed (NTP) until 31 December 2021, or upon consumption of the total quantity indicated in the Framework Agreement List, which is 4,342 roll, whichever comes first.

You are therefore required to provide us **within ten (10) calendar days**, upon receipt of this Notice, the performance security in accordance with the schedule provided for under GCC Clause 3, page 26 of the Bidding Documents.

Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of your bid security.

Kindly note that this Framework Agreement shall not state or imply any agreement by the Procuring Entity to place future contracts or make orders. The performance of the actual procurement contract shall be reckoned from the execution of the Call-Offs/Purchase Orders.

Very truly yours,

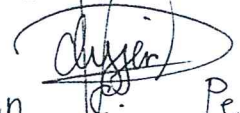

FELICISIMO C. BUDIONGAN

Undersecretary for Disaster Response Management Group

(Per Special Order No. 3242, Series of 2019)

(Head of the Procuring Entity/Authorized Representative)

Conforme:


Clyjen C. Pelayo
(Signature over Printed Name of Authorized Representative)

CENTER POINT SALES & TRADING INC.

Date: Feb. 11, 2021

ANNEX "(g)"

CALL-OFF

[illegible]