PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of CY 2022 Food Stuff for RSCC

Government of the Republic of the Philippines

Sixth Edition July 2020

Preface

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

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

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

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

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

printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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.

Notes on the Invitation to Bid

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

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

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

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



INVITATION TO BID FOR THE PROCUREMENT OF CY 2022 FOOD STUFF FOR RSCC

 The Department of Social Welfare and Development (DSWD) Field Office IX, through the NGA, the National Expenditure Program 2022 intends to apply the sum of Five Million Two Hundred Eighty Five Thousand Four Hundred Sixty Six Pesos (php 5,285,466.00) being the ABC to payments under the contract for the following:

LOT NO.	PARTICULARS	APPROVED BUDGET FOR THE CONTRACT (ABC)
1	Grocery Items	2,917,000.00
2	Assorted Meat and Poultry	636,580.00
3	Frozen Goods	789,940.00
4	Assorted Fruits	390,806.00
5	Assorted Vegetables	551,140.00

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- 2. The **Department of Social Welfare and Development (DSWD) Field Office IX** now invites bids for the above Procurement Project. Delivery of the Goods is required by (*please see Schedule of Deliveries in Section VI. Schedule of Requirements*). Bidders should have completed, within **two (2) calendar 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).
- 1. 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.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 2. Prospective Bidders may obtain further information from **Department of Social** Welfare and Development (DSWD) Field Office IX and inspect the Bidding Documents at the address given below during office hours (8:00 AM to 5:00 PM, Mondays to Fridays.

3. A complete set of Bidding Documents may be acquired by interested Bidders on **December 8, 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of the following Procurements:

LOT NO.	AMOUNT OF BIDDING DOCUMENTS
1	5,000.00
2	1,000.00
3	1,000.00
4	500.00
5	1,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

- 4. The Department of Social Welfare and Development (DSWD) Field Office IX will hold a Pre-Bid Conference¹ on December 17, 2021, 10:00am at DSWD Field Office IX, Zamboanga City and/or through video conferencing or webcasting via Google Meet, which shall be open to prospective bidders. All interested parties are required to send their email address to bac.dswdfo9@gmail.com for the provision of the meeting link.
- 5. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **December 29, 2021, 8:00am**. Late bids shall not be accepted.
- 6. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 7. Bid opening shall be on **December 29, 2021, 9:00am** at the given address below and/or via **Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 8. [Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions]
- 9. The **Department of Social Welfare and Development (DSWD) Field Office IX** 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.
- 10. For further information, please refer to:

Riduan P. Hadjimuddin, CESO IV BAC Chairperson Department of Social Welfare and Development (DSWD) Field Office IX General Vicente Alvarez St., Zamboanga City bac.dswdfo9@gmail.com

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

Tel. No. (062) 991-6030 https://fo9.dswd.gov.ph/

11. You may visit the following websites:

For downloading of Bidding Documents: https://fo9.dswd.gov.ph/procurement-advisory/procurement/purchase-request-posting/

December 2, 2021

RIDUAN P. HADJIMUDDIN, CESO IV Chairperson, Bids and Awards Committee

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development (DSWD) Field Office IX** wishes to receive Bids for the **Procurement of CY 2022 Food Stuff for RSCC**, with identification number **ITB-2021-12-0114**.

The Procurement Project (referred to herein as "Project") is composed of **Five (5) lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **2022** in the amount of Five **Million Two Hundred Eighty Five Thousand Four Hundred Sixty Six Pesos (php 5,285,466.00).**
- 2.2. The source of funding is:a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2.

- a. 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 procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed **at least two (2) similar contracts**, the aggregate amount of which should be equivalent to at least twenty-five percent (**25%**) **of the ABC for this Project**; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through **Google Meet** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **two (2) calendar 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, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 **for sixty (60) calendar days from opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

 $^{^2}$ 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.

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:

Option 1 – One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

ITB Clause						
5.3	For this p	urpose contracts	similar to the Project shall	l be		
5.5	For this purpose, contracts similar to the Project shall be:					
	a. Fo	a. Food Stuff				
		mpleted within tw d receipt of bids.	vo (2) calendar years prio	or to the de	eadline fo	r the submission
7.1	Not applie	cable.				
12	-		l be quoted DDP RSCC , a mmercial Terms (INCOT		0	•
14.1		ecurity shall be forms and amour	in the form of a Bid Secuts:	curing D	eclaratior	n, or any of the
	Lot No.	Approved Budget for the Contract (ABC)	a. If bid security is cashier's/manager' bank draft/guaran irrevocable letter of (2% of ABC)	s check, ntee or	is Bor	bid security in Surety nd (5% of C)
	1	2 017 000 00	(2% of ABC)		1.4	5 950 00
	$\frac{1}{2}$	2,917,000.00	58,340.00			5,850.00
	3	636,580.00	12,731.60			,829.00
	-	789,940.00	15,798.80 7,816.12			9,497.00 9,540.30
	4 5	<u>390,806.00</u> 551,140.00	11,022.80			,540.30 7,557.00
19.3						
	GROUP TITLE	P ITEM DES	CRIPTION (Grocery Items)	QTY.	UNIT	ABC
		All Purpose Flo	our 25kls/sack	4	kilo	
		All Purpose Cr	eam 250ml	250	pack	
		Beef loaf 250g	48's	12	case	
		Biscuits, assort	ed, 10's/pack	250	pack	
		Biscuits Cookie Vanilla)	es (Chocolate &	200	pail	
		Breading Mix	60g original flavor	150	pack	
	LOT 1	Brown Sugar 1	kl, 50kls/sack	5	sack	PHP
	LUII	Bread crumbs :	500g	100	pack	2,917,000.00
		Butter 200-250	g, unsalted	200	pc	
		Cheese, big, 44		100	bar	
		Cheese spread		150	bot	
		Candy, assorted		100	pack	
		Catsup, 1 liter,		150	bot	
		Broth cubes (cl		300	pc	
		Cream soup (as	ssorted flavor) 70g	300	pc	

Bid Data Sheet

	200	m o -1-
Chocolate malt drink, 1kg	300	pack
Chocolate syrup, 650ml, good quality	100	bot
Condense milk, 300ml	300	can
Cooking oil (Vegetable oil) 8L	100	tin
Corned Beef 1.8g 6/boxes	40	box
Cornstarch 450g	150	pack
Coffee 3 in 1, 30's	30	case
Cupcakes, assorted flavor, 10's/pack	300	pack
Curry powder 250g	60	pack
Evaporated milk, 370ml	300	can
Fresh Egg XL 30's	300	tray
Fresh Milk 1 liter, good quality	100	pack
Fruit Cocktail 3.033kg	200	can
Powdered milk 900g	300	pack
Gelatine powder, assorted flavor, 25g	200	pc
Glutinuous powder 500g	200	pack
Green peas 225g	100	can
Honey in bottle 300ml	60	bot
Ice Cream Supreme, assorted flavor, 1.3L	200	gal
Iodized salt 1kl, fine	200	kilo
Juice powder litro pack (assorted		
flavors) 144's	10	case
Kaong 340g (green, red)	100	bot
Creamer condense 2 in 1, 410g	250	can
Probiotic drink (5 pcs/pack)	200	pack
Luncheon meat 360g (chicken) 30's	12	case
Macaroni elbow 1kg	200	kilo
Malagkit rice 25kls/sack	5	sack
Maple syrup 355ml	60	bot
	100	tin
Margarine 1kg Mayonnaise 3.5L	100	-
Misua 6's	100	canister
Ground Pepper 200g	100	pack pack
		pack
Muscovado sugar 1kg	200	kilo bot
Nata de coco, 230g	100	bot
Noodles 55gx72, (Chicken & beef)	40	case
Noodles in cup 40g, halal (chicken &	40	case
beef) 60's	100	naalr
Odong 12's/pk	100	pack
Yogurt drink (assorted flavors) 180 ml, 4's/pack	300	pack
Oyster sauce 765g	200	bot
Pancit bihon 1kg, good quality	120	pack
Peanut butter atleast 340-360g, good quality	120	bot
Pineapple chunks 227g	100	can

	Laurel leaves 200g	60	pack	
	Raisin 200g	100	pack	
	Sandwich spread 750ml	120	bot	
	Seasoning mix granules 8g (10pcs/pack)	300	pack	
	Spaghetti pasta, atleast 900g-1kl.	160	pack	
	Spaghetti sauce, atleast 900g-1kl.	160	pack	
	Sardines 175 g x 100's	40	case	
	Sotanghon 1kl, 1st class	120	kilo	
	Soy sauce 1.893L	150	bot	
	Tetra pack juice, assorted, 10's/box	200	box	
	Tomato sauce, atleast 900-1000g	200	pack	
	Tuna 1.89g	140	can	
	Tuna flakes in oil 175g (100cans/case)	40	case	
	Vinegar (3.785L)	100	bot	
	Vienna sausage 175g, 48's (chicken)	20	box	
	White sugar 50kls/sack	4	sack	
	Whole kernel corn atleast 410-425g	100	tin	
	Rice 80% Long &unbroken grains, 25 kilos	360	sack	
	Broth cubes (beef) 10g	300	pc	
	Butter cookies/Butter crunch cookies 800g	250	can	
	C			
	Marsh mallows (assorted mallows) 250g	100	pack	
	Marsh mallows (assorted mallows) 250g Pop corn 1kg	100 100	pack kilo	
GROUP TITL F	250g Pop corn 1kg ITEM DESCRIPTION (Grocery		-	ABC
GROUP TITLE	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items)	100 QTY.	kilo UNIT	ABC
	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified	100 QTY. 100	kilo UNIT kilo	ABC
	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified	100 QTY. 100 100	kilo UNIT kilo kilo	ABC
	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified	100 QTY. 100 100 200	kilo UNIT kilo kilo kilo	ABC
	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified Beef bones, Halal certified	100 QTY. 100 100 200 120	kilo UNIT kilo kilo kilo kilo	ABC
	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified Beef bones, Halal certified Beef cubes, Halal certified	100 QTY. 100 100 200 120 140	kilo kilo kilo kilo kilo kilo	ABC
	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified Beef bones, Halal certified Beef cubes, Halal certified Chicken breast, Halal certified	100 QTY. 100 100 200 120 140 100	kilo UNIT kilo kilo kilo kilo kilo kilo	ABC
	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified Beef bones, Halal certified Beef cubes, Halal certified Chicken breast, Halal certified Chicken thigh, Halal certified	100 QTY. 100 100 200 120 140 100 100	kilo kilo kilo kilo kilo kilo kilo kilo	ABC
TITLE	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified Beef bones, Halal certified Beef cubes, Halal certified Chicken breast, Halal certified Chicken thigh, Halal certified Chicken wings, Halal certified	100 QTY. 100 100 200 120 140 100 100	kilo UNIT kilo kilo kilo kilo kilo kilo kilo kilo	ABC
	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified Beef bones, Halal certified Beef cubes, Halal certified Chicken breast, Halal certified Chicken thigh, Halal certified Chicken wings, Halal certified Chicken liver, Halal certified	100 QTY. 100 100 200 120 140 100 100	kilo kilo kilo kilo kilo kilo kilo kilo	PHP
TITLE	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified Beef bones, Halal certified Beef cubes, Halal certified Chicken breast, Halal certified Chicken thigh, Halal certified Chicken wings, Halal certified Chicken liver, Halal certified Chicken liver, Halal certified Chicken Tocino 800-1000g per pack, Halal certified	100 QTY. 100 200 120 140 100 100 100 100 100 100 100 100 100 100 100 100	kilo kilo kilo kilo kilo kilo kilo kilo	PHP
TITLE	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified Beef bones, Halal certified Beef cubes, Halal certified Chicken breast, Halal certified Chicken thigh, Halal certified Chicken wings, Halal certified Chicken liver, Halal certified Chicken liver, Halal certified	100 QTY. 100 200 120 140 100 100 100	kilo UNIT kilo kilo kilo kilo kilo kilo kilo kilo	PHP
TITLE	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified Beef bones, Halal certified Beef cubes, Halal certified Chicken breast, Halal certified Chicken thigh, Halal certified Chicken wings, Halal certified Chicken liver, Halal certified Chicken Tocino 800-1000g per pack, Halal certified Dressed chicken, Halal certified Chicken nuggets 200g, Halal certified	100 QTY. 100 200 120 140 100 100 100 100 100 100 100 100 100 100 100 100	kilo kilo kilo kilo kilo kilo kilo kilo	PHP
TITLE	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified Beef bones, Halal certified Beef cubes, Halal certified Chicken breast, Halal certified Chicken thigh, Halal certified Chicken wings, Halal certified Chicken liver, Halal certified Chicken Tocino 800-1000g per pack, Halal certified Dressed chicken, Halal certified	100 QTY. 100 200 120 140 100 100 100 100 100 100 100 100 100 100 100 300	kilo kilo kilo kilo kilo kilo kilo kilo	PHP
TITLE	250g Pop corn 1kg ITEM DESCRIPTION (Grocery Items) Beef laman, Halal certified Beef ribs, Halal certified Beef tapa, Halal certified Beef bones, Halal certified Beef cubes, Halal certified Chicken breast, Halal certified Chicken thigh, Halal certified Chicken wings, Halal certified Chicken liver, Halal certified Chicken liver, Halal certified Chicken Tocino 800-1000g per pack, Halal certified Dressed chicken, Halal certified Chicken nuggets 200g, Halal certified French fries 1 kilo per pack, Halal	100 QTY. 100 200 120 140 100 100 100 100 100 100 300 160	kilo kilo kilo kilo kilo kilo kilo kilo	

	Hotdog 1kl, good quality,(chicken/beef) Halal certified	160	kilo	
	Longganisa (beef/chicken) 1kg, Halal	200	kilo	
	certified Chicken ham 800-1000g/pack, Halal	200	pack	
	certified Chorizo (Beef/Chicken) 1 kilo,Halal	150	kilo	
	certified	150	KIIO	
GROUP TITLE	ITEM DESCRIPTION (Grocery Items)	QTY.	UNIT	ABC
	Boneless bangus, whole, medium (marinated), fresh	160	kilo	
	Blue marlin, slice, medium, fresh	160	kilo	
	Clams (medium) fresh	100	kilo	
	Kubal-kubal, slice, medium, fresh	160	kilo	
	Lapu-lapu, slice, medium, fresh	160	kilo	
	Matambaka, slice, medium, fresh	160	kilo	
	Maya-maya, slice, medium, fresh	160	kilo	
	Shrimp lokon, large, fresh	160	kilo	
	Shrimp, medium size, fresh	140	kilo	מיזת
LOT 3	Squid, fresh, whole, medium	140	kilo	PHP 789,940.00
	Squid ball 500g	200	pack	/89,940.00
	Talakito, slice, medium, fresh	200	kilo	
	Tanguingui, slice, medium, fresh	200	kilo	
	Yellow fin, slice, medium, fresh	200	kilo	
	Sweet curry sauce with coconut milk 1kg/pk	100	kilo	
	Dried dilis, small	60	kilo	
	Dried squid, small	60	kilo	
	Dried danggit boneless, small	60	kilo	
	Tempura 1kg (fish flavor)	200	pack	
GROUP TITLE	ITEM DESCRIPTION (Grocery Items)	QTY.	UNIT	ABC
	Apple, red, 88/box	12	case	
	Avocado, ripe, color violet	300	kilo	
	Banana Tundan, ripe	300	kilo	PHP
	Banana Lakatan, ripe	300	kilo	
LOT 4	Banana Saba, ripe	300	kilo	390,806.00
	Grapes, seedless, ripe	300	kilo	220,000.00
	Lemon, medium size	120	kilo	
	Mango carabao, ripe	300	kilo	
	Orange, 88/box	12	case	

	Papaya, ripe	360	kilo	
	Pineapple, ripe	400	kilo	
	Pears, 100 pcs/box	10	box	
	Watermelon, ripe, not less than 3kg per piece	400	kilo	
	piece			
GROUP TITLE	ITEM DESCRIPTION (Grocery Items)	QTY.	UNIT	ABC
	Baguio beans	120	kilo	
	Bell pepper	120	kilo	
	Broccoli, medium size	120	kilo	
	Cabbage, medium size	240	kilo	
	Carrot, large size	200	kilo	
	Cassava, yellow	400	kilo	
	Chopsuey veg, frsh	200	kilo	
	Cucumber, green	200	pc	
	Eggplant, large size	200	kilo	
	Ginger, medium size	160	kilo	
	Pechay	240	kilo	
	Potato, large size	240	kilo	
	Kangkong, (chinese water spinach)	200	bundle	
	Peanut, without shell	160	kilo	
	Sayote	360	pc	
	Red Squash	300	kilo	
	Sweet potato	360	kilo	
	Sweet corn	400	pc	PHP
LOT 5	String beans	240	kilo	551,140.0
	Sprouted beans/mongo	200	kilo	
	Tofu	160	pc	
	Tomato	160	kilo	
	Tumon	240	kilo	
	Garlic, imported, medium size	300	kilo	
	White Squash/Upo	280	kilo	
	Calamansi	120	kilo	
	Chinese Pechay	200	kilo	
	Raddish	120	kilo	
	Banana Blossom	360	pc	
	Young nangka	120	kilo	
	Dried Mikki, round	200	kilo	
	Singkamas	120	kilo	
	Ampalaya, medium size	120	kilo	
	Mongo beans, green	200	kilo	
	Onion, red, medium	300	kilo	
	Patola	120	kilo	

	[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]
20.2	Not applicable.
21.2	Not 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 Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section 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 (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

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

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

GCC Clause 1 [List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract: **Delivery and Documents –** 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: [For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with **INCOTERMS.**" [For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[indicate name(s)]*. **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: Select appropriate requirements and delete the rest. performance or supervision of on-site assembly and/or start-up of a. the supplied Goods; furnishing of tools required for assembly and/or maintenance of the b. supplied Goods; furnishing of a detailed operations and maintenance manual for each c. appropriate unit of the supplied Goods; performance or supervision or maintenance and/or repair of the d. 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

Special Conditions of Contract

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.
f. [Specify additional incidental service requirements, as needed.]
The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
Spare Parts –
The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
Select appropriate requirements and delete the rest.
a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
b. in the event of termination of production of the spare parts:
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.
The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].
Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.

Packaging –
 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.
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.
	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	[If partial payment is allowed, state] "The terms of payment shall be as follows:
4	The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests]

Section VI. Schedule of Requirements

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

ITEM NO.	ITEM DESCRIPTION	QUAN- TITY	UNIT	TOTAL	Delivered, Weeks/Months
1	All Purpose Flour 25kls/sack	4	kilo		
2	All Purpose Cream 250ml	250	pack		
3	Beef loaf 250g 48's	12	case		
4	Biscuits, assorted, 10's/pack	250	pack		
5	Biscuits Cookies (Chocolate & Vanilla)	200	pail		
6	Breading Mix 60g original flavor	150	pack		
7	Brown Sugar 1kl, 50kls/sack	5	sack		
8	Bread crumbs 500g	100	pack		
9	Butter 200-250g, unsalted	200	pc		
10	Cheese, big, 440g	100	bar		
11	Cheese spread 250g	150	bot		
12	Candy, assorted flavor, 50's	100	pack		
13	Catsup, 1 liter, regular	150	bot		
14	Broth cubes (chicken) 10g	300	pc		
15	Cream soup (assorted flavor) 70g	300	pc		
16	Chocolate malt drink, 1kg	300	pack		
17	Chocolate syrup, 650ml, good quality	100	bot		
18	Condense milk, 300ml	300	can		20 Calendars
19	Cooking oil (Vegetable oil) 8L	100	tin		Days Upon
20	Corned Beef 1.8g 6/boxes	40	box	PHP	Receipt of
21	Cornstarch 450g	150	pack	2,917,000.00	Notice to
22	Coffee 3 in 1, 30's	30	case		Proceed
23	Cupcakes, assorted flavor, 10's/pack	300	pack		
24	Curry powder 250g	60	pack		
25	Evaporated milk, 370ml	300	can		
26	Fresh Egg XL 30's	300	tray		
27	Fresh Milk 1 liter, good quality	100	pack		
28	Fruit Cocktail 3.033kg	200	can	1	
29	Powdered milk 900g	300	pack	1	
		200	pc	1	
31	Glutinuous powder 500g	200	pack	1	
32	Green peas 225g	100	can	1	
33	Honey in bottle 300ml	60	bot	1	
34	Ice Cream Supreme, assorted flavor, 1.3L	200	gal		
35	Iodized salt 1kl, fine	200	kilo	1	
36	Juice powder litro pack (assorted flavors) 144's	10	case		
37	Kaong 340g (green, red)	100	bot	1	
38	Creamer condense 2 in 1, 410g	250	can		
39	Probiotic drink (5 pcs/pack)	200	pack		

LOT 1: GROCERY ITEMS

0Luncheon meat 360g (chicken) 30's12case1Macaroni elbow 1kg200kilo2Malagkit rice 25kls/sack5sack3Maple syrup 355ml60bot4Margarine 1kg100tin5Mayonnaise 3.5L100canister6Misua 6's100pack7Ground Pepper 200g100pack8Muscovado sugar 1kg200kilo9Nata de coco, 230g100bot0Noodles 55gx72, (Chicken & beef)40case
2Malagkit rice 25kls/sack5sack3Maple syrup 355ml60bot4Margarine 1kg100tin5Mayonnaise 3.5L100canister6Misua 6's100pack7Ground Pepper 200g100pack8Muscovado sugar 1kg200kilo9Nata de coco, 230g100bot
3Maple syrup 355ml60bot4Margarine 1kg100tin5Mayonnaise 3.5L100canister6Misua 6's100pack7Ground Pepper 200g100pack8Muscovado sugar 1kg200kilo9Nata de coco, 230g100bot
4Margarine 1kg100tin5Mayonnaise 3.5L100canister6Misua 6's100pack7Ground Pepper 200g100pack8Muscovado sugar 1kg200kilo9Nata de coco, 230g100bot
5Mayonnaise 3.5L100canister6Misua 6's100pack7Ground Pepper 200g100pack8Muscovado sugar 1kg200kilo9Nata de coco, 230g100bot
6Misua 6's100pack7Ground Pepper 200g100pack8Muscovado sugar 1kg200kilo9Nata de coco, 230g100bot
7Ground Pepper 200g100pack8Muscovado sugar 1kg200kilo9Nata de coco, 230g100bot
8Muscovado sugar 1kg200kilo9Nata de coco, 230g100bot
9 Nata de coco, 230g 100 bot
0 Noodles 55gx 72, (Chicken & beer) 40 case
Naadlas in own 40s, hold (shishan 9
Noodles in cup 40g, halal (chicken & 40 case
1 beef) 60's 40 case 2 Odong 12's/pk 100 pack
2Odong 12's/pk100packYogurt drink (assorted flavors) 1802001
3ml, 4's/pack300pack4Oyster sauce 765g200bot
5 Pancit bihon 1kg, good quality 120 pack Peanut butter atleast 340-360g, good 120 hat
0Raisin 200g100pack1Sandwich spread 750ml120bot
1 Sandwich spread 750ml 120 bot Seasoning mix granules 8g 200 real
2 (10pcs/pack) 300 pack
3 Spaghetti pasta, atleast 900g-1kl. 160 pack
4 Spaghetti sauce, atleast 900g-1kl. 160 pack
5Sardines 175 g x 100's40case6Sotanghon 1kl, 1st class120kilo
7Soy sauce 1.893L150bot8Tetra pack juice, assorted, 10's/box200box
9Tomato sauce, atleast 900-1000g200box
Tuna flakes in oil 175g
$\begin{array}{c c} 1 & 1 & 1 & 1 & 1 & 1 & 1 & 1 & 1 & 1 $
1 (100calls/casc) 2 Vinegar (3.785L) 100 bot
3 Vinegar (5.765L) 100 bot 3 Vienna sausage 175g, 48's (chicken) 20 box
4 White sugar 50kls/sack 4 sack
5 Whole kernel corn atleast 410-425g 100 tin
Rice 80% Long Supproken grains
6 25 kilos 360 sack
7Broth cubes (beef) 10g300pc
Butter cookies/Butter crunch cookies
8 800g 250 can
Marsh mallows (assorted mallows)
100 neck
9 250g 100 pack

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	ABC	Delivered, Weeks/Months
1	Beef laman, Halal certified	100	kilo		
2	Beef ribs, Halal certified	100	kilo		
3	Beef tapa, Halal certified	200	kilo		
4	Beef bones, Halal certified	120	kilo		
5	Beef cubes, Halal certified	140	kilo		
6	Chicken breast, Halal certified	100	kilo		
7	Chicken thigh, Halal certified	100	kilo		
8	Chicken wings, Halal certified	100	kilo	_	
9	Chicken liver, Halal certified	100	kilo	_	
10	Chicken Tocino 800-1000g per pack, Halal certified	100	pack		
11	Dressed chicken, Halal certified	300	kilo	PHP	See attached
12	Chicken nuggets 200g, Halal certified	160	pack	636,580.00	Schedule of
13	French fries 1 kilo per pack, Halal certified	40	kilo		Delivery
14	Ground chicken, Halal certified	100	kilo		
15	Ground beef, Halal certified	120	kilo		
16	Hotdog 1kl, good quality,(chicken/beef) Halal certified	160	kilo		
17	Longganisa (beef/chicken) 1kg, Halal certified	200	kilo]	
18	Chicken ham 800-1000g/pack, Halal certified	200	pack		
19	Chorizo (Beef/Chicken) 1 kilo,Halal certified	150	kilo		

LOT 2: ASSORTED MEAT & POULTRY

SCHEDULE OF DELIVERY (LOT 2)

		1st N	Ionth		2nd Month					
	1st	2nd	3rd	4th	1st	2nd	3rd	4th		
Items	week	week	week	week	week	week	week	week		
Beef laman, Halal certified	10		10		10		10			
Beef ribs, Halal certified		10		10		10		10		
Beef tapa, Halal certified	15		15		15		15			
Beef bones, Halal certified	5	5	5	5	5	5	5	5		
Beef cubes, Halal certified		12		12		12		12		
Chicken breast, Halal certified	10		10		10		10			
Chicken thigh, Halal certified		10		10		10		10		
Chicken wings, Halal certified	10		10		10		10			
Chicken liver, Halal certified		10		10		10		10		
Chicken Tocino 800-1000g per pack,	10									
Halal certified	10		10		10		10			
Dressed chicken, Halal certified	20		20		20		20			

Chicken nuggets 200g, Halal certified		12		12		12		12
French fries 1 kilo per pack, Halal certified	10							10
Ground chicken, Halal certified	10		10		10		10	
Ground beef, Halal certified		10		10		10		10
Hotdog 1kl, good quality,(chicken/beef) Halal certified	12		12		12		12	
Longganisa (beef/chicken) 1kg, Halal certified	15		15		15		15	
Chicken ham 800-1000g/pack, Halal certified		15		15		15		15
Chorizo (Beef/Chicken) 1 kilo,Halal certified	12		12		12		12	

3rd Month			4th Month				5th N	/Ionth		6th Month					
1st wee k	2nd wee k	3rd wee k	4th wee k	1st week	2nd wee k	3rd wee k	4th wee k	1st wee k	2nd wee k	3rd wee k	4th wee k	1st wee k	2nd wee k	3rd wee k	4th wee k
10				10				10		10		10		10	
	10				10				10		10		10		10
15		15		15		15		15		15		15		15	20
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
	12		12		12		12		12		12		10		10
10				10				10		10		10		10	
	10				10				10		10		10		10
10				10				10		10		10		10	
	10				10				10		10		10		10
10				10				10		10		10		10	
25		25		25		25		25		25		25		20	25
	12		12		13		15		15		15		15		15
						10									10
10				10				10		10		10		10	
	10		10		10		10		10		10		10		10
12		14		14		14		14		14		15		15	
15		15		15		15		15		15		15		15	20
	15		15		15		15		20		20		20		20
12		12		12		12		12		12		15		15	

ITEM NO.	ITEM DESCRIPTION (Grocery Items)	QUAN- TITY	UNIT	ABC	Delivered, Weeks/Months	
1	Boneless bangus, whole, medium (marinated), fresh	160	kilo			
2	Blue marlin, slice, medium, fresh	160	kilo			
3	Clams (medium) fresh	100	kilo			
4	Kubal-kubal, slice, medium, fresh	160	kilo			
5	Lapu-lapu, slice, medium, fresh	160	kilo			
6	Matambaka, slice, medium, fresh	160	kilo			
7	Maya-maya, slice, medium, fresh	160	kilo			
8	Shrimp lokon, large, fresh	160	kilo	PHP 789 940 00 S		
9	Shrimp, medium size, fresh	140	kilo		See attached	
10	Squid, fresh, whole, medium	140	kilo		Schedule of Delivery	
11	Squid ball 500g	200	pack			
12	Talakito, slice, medium, fresh	200	kilo			
13	Tanguingui, slice, medium, fresh	200	kilo			
14	Yellow fin, slice, medium, fresh	200	kilo			
15	Sweet curry sauce with coconut milk 1kg/pk	100	kilo			
16	Dried dilis, small	60	kilo			
17	Dried squid, small	quid, small 60 kilo				
18	Dried danggit boneless, small	60	kilo			
19	Tempura 1kg ,fish flavor	200	pack			

LOT 3: FROZEN GOODS

SCHEDULE OF DELIVERY (LOT 3)

T.	1st month				2nd month				3rd month				
Items	1st week	2nd week	3rd week	4th week	1st week	2nd week	3rd week	4th week	1st week	2nd week	3rd week	4th week	
Boneless bangus, whole, medium (marinated), fresh	12		12		12		12		12		14		
Blue marlin, slice, medium, fresh		12		12		12		12		12		14	
Clams (medium) fresh			20			20					20		
Kubal-kubal, slice, medium, fresh	12		12		12		12		12		14		
Lapu-lapu, slice, medium, fresh		12		12		12		12		12		14	
Matambaka, slice, medium, fresh	12		12		12		12		12		14		
Maya-maya, slice, medium, fresh		12		12		12		12		12		14	

Shrimp lokon, large, fresh	12		12		12		12		12		14	
Shrimp , medium size, fresh		12		12		12		12		12		12
Squid, fresh, whole, medium	12		12		12		12		12		12	
Squid ball 500g			20		20		20		20			20
Talakito, slice, medium,												
fresh	20		20		20		20			20		
Tanguingui, slice, medium, fresh		20		20		20		20			20	
Yellow fin, slice,												
medium, fresh	20		20		20		20			20		
Sweet curry sauce with coconut milk 1kg/pk				10		10		10		10		10
Dried dilis, small	10				10				10			
Dried squid, small		10				10				10		
Dried danggit boneless, small	10				10				10			
Tempura 1kg (Fish Flavor)	20		20		20		20			20		

	4th n	nonth			5th m	nonth			6th m	nonth	
1st week	2nd week	3rd week	4th week	1st week	2nd week	3rd week	4th week	1st week	2nd week	3rd week	4th week
14		14		14		14		15		15	
	14		14		14		14		15		15
			20					20			
14		14		14		14		15		15	
	14		14		14		14		15		15
14		14		14		14		15		15	
	14		14		14		14		15		15
14		14		14		14		15		15	
	12		12		12		12		10		10
12		12		12		12		10		10	
		20		20		20		20			20
20		20		20		20			20		
	20		20		20		20			20	
20		20		20		20			20		
	10		10				10		10		10
10						10				10	
	10						10				10
10						10				10	
20		20		20		20			20		

LOT 4: ASSORTED FRUITS

ITEM NO.	ITEM DESCRIPTION	QUAN- TITY	UNIT	ABC	Delivered, Weeks/Months
1	Apple, red, 88/box	12	case		
2	Avocado, ripe, color violet	300	kilo		
3	Banana Tundan, ripe	300	kilo		
4	Banana Lakatan, ripe	300	kilo		
5	Banana Saba, ripe	300	kilo		
6	Grapes, seedless, ripe	300	kilo		
7	Lemon, medium size	120	kilo	PHP	See attached Schedule of
8	Mango carabao, ripe	300	kilo	390,806.00	Delivery
9	Orange, 88/box	12	case		· ·
10	Papaya, ripe	360	kilo		
11	Pineapple, ripe	400	kilo		
12	Pears, 100 pcs/box	10	box		
13	Watermelon, ripe, not less than 3kg per piece	400	kilo		

SCHEDULE OF DELIVERY (LOT 4)

	1	st Mo	nth			2nd N	/Ionth			3rd N	1onth	
Items	1st week	2nd wee k	3rd wee k	4th wee k	1st wee k	2nd wee k	3rd wee k	4th wee k	1st wee k	2nd wee k	3rd wee k	4th wee k
Apple, red, 88/box	2				2				2			
Avocado, ripe	25		25		25		25		25		25	
Banana Tundan, ripe		25		25		25		25		25		25
Banana Lakatan, ripe	25		25		25		25		25		25	
Banana Saba, ripe		25		25		25		25		25		25
Grapes, seedless, ripe	25		25		25		25		25		25	
Lemon	10		10		10		10		10		10	
Mango carabao, ripe		25		25		25		25		25		25
Orange, ponkan, 88/box	1		1		1		1		1		1	
Papaya, ripe	30		30		30		30		30		30	
Pineapple, ripe		35		35		35		35		35		35
Pears, 100 pcs/box		1		1		1		1				1
Watermelon, ripe, not less than 3kg per piece	35		35		35		35		35		35	

	4th N	1onth			5th N	1onth			6th N	1onth	
1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th
week	week	week	week	week	week	week	week	week	week	week	week
2				2						2	
25		25		25		25		25		25	

	25		25		25		25		25		25
25		25		25		25		25		25	
	25		25		25		25		25		25
25		25		25		25		25		25	
	10		10		10		10		10		10
	25		25		25		25		25		25
1		1		1		1			1		1
30		30		30		30		30		30	
	35		35		30		30		30		30
	1			1		1			1		1
35		35		30		30		30		30	

LOT 5: ASSORTED VEGETABLES

ITEM NO.	ITEM DESCRIPTION	QUAN- TITY	UNIT	ABC	Delivered, Weeks/Months
1	Baguio beans	120	kilo		
2	Bell pepper	120	kilo		
3	Broccoli, medium size	120	kilo		
4	Cabbage, medium size	240	kilo		
5	Carrot, large size	200	kilo		
6	Cassava, yellow	400	kilo		
7	Chopsuey veg, frsh	200	kilo		
8	Cucumber, green	200	pc		
9	Eggplant, large size	200	kilo		
10	Ginger, medium size	160	kilo		
11	Pechay	240	kilo		
12	Potato, large size	240	kilo		
13	Kangkong, (chinese water spinach)	200	bundle		
14	Peanut, without shell	160	kilo	PHP	See attached Schedule of
15	Sayote	360	pc	551,140.00	Delivery
16	Red Squash	300	kilo		5
17	Sweet potato	360	kilo		
18	Sweet corn	400	pc		
19	String beans	240	kilo		
20	Sprouted beans/mongo	200	kilo		
21	Tofu	160	pc		
22	Tomato	160	kilo		
23	Tumon	240	kilo		
24	Garlic, imported, medium size	300	kilo		
25	White Squash/Upo	280	kilo		
26	Calamansi	120	kilo		
27	Chinese Pechay	200	kilo		
28	Raddish	120	kilo		

29	Banana Blossom	360	pc	
30	Young nangka	120	kilo	
31	Dried Mikki, round	200	kilo	
32	Singkamas	120	kilo	
33	Ampalaya, medium size	120	kilo	
34	Mongo beans, green	200	kilo	
35	Onion, red, medium	300	kilo	
36	Patola	120	kilo	

SCHEDULE OF DELIVERY (LOT 5)

		1st m	nonth			2nd r	nonth			3rd n	nonth	
Items	1st week	2nd week	3rd week	4th week	1st week	2nd week	3rd week	4th week	1st week	2nd week	3rd week	4th week
Baguio beans	3	3	3	3	3	3	3	3	3	3	3	3
Bell pepper	3	3	3	3	3	3	3	3	3	3	3	3
Broccoli, medium size	3	3	3	3	3	3	3	3	3	3	3	3
Cabbage, medium size	5	5	5	5	5	5	5	5	5	5	5	5
Carrot, large size	4	4	4	4	4	4	4	4	4	4	4	4
Cassava, yellow	8	8	8	8	8	8	8	8	8	8	8	8
Chopsuey veg, frsh	4	4	4	4	4	4	4	4	4	4	4	4
Cucumber, green	4	4	4	4	4	4	4	4	4	4	4	4
Eggplant, large size	4	4	4	4	4	4	4	4	4	4	4	4
Ginger, medium size	3	3	3	3	3	3	3	3	3	3	3	3
Pechay	5	5	5	5	5	5	5	5	5	5	5	5
Potato, large size	5	5	5	5	5	5	5	5	5	5	5	5
Kangkong, (chinese water spinach)	4	4	4	4	4	4	4	4	4	4	4	4
Peanut, without shell	6		6		6		6		6		6	
Sayote	15		15		15		15		15		15	
Red Squash	6	6	6	6	6	6	6	6	6	6	6	6
Sweet potato	7	7	7	7	7	7	7	7	7	7	7	7
Sweet corn	30				30					30		
String beans	5	5	5	5	5	5	5	5	5	5	5	5
Sprouted beans/mongo	4	4	4	4	4	4	4	4	4	4	4	4
Tofu		15								15		
Tomato	3	3	3	3	3	3	3	3	3	3	3	3
Tumon	5	5	5	5	5	5	5	5	5	5	5	5
Garlic, imported, medium size	6	6	6	6	6	6	6	6	6	6	6	6
White Squash/Upo	15		15		15		15		15		15	
Calamansi	3	3	3	3	3	3	3	3	3	3	3	3
Chinese Pechay	4	4	4	4	4	4	4	4	4	4	4	4
Raddish	3	3	3	3	3	3	3	3	3	3	3	3
Banana Blossom	20			20		20		20		20		
Young nangka	3	3	3	3	3	3	3	3	3	3	3	3
Fresh Mikki, round	4	4	4	4	4	4	4	4	4	4	4	4
Singkamas	3	3	3	3	3	3	3	3	3	3	3	3

Ampalaya, medium size	3	3	3	3	3	3	3	3	3	3	3	3
Mongo beans, green	20								20			
Onion, red, medium	6	6	6	6	6	6	6	6	6	6	6	6
Patola	3	3	3	3	3	3	3	3	3	3	3	3

4	lth n	nontl	า	5	5th m	nontl	า		6th r	nont	:h		7th	mon	th		8th r	nont	h
1st	2n	3rd	4th	1st	2n	3rd	4th	1st	2n	3rd	4th	1st	2n	3rd	4th	1st	2n	3rd	4th
we	d we	we	we	we	d we	we	we	we	d we	we	we	wee	d we	we	we	wee	d we	we	we
ek	ek	ek	ek	ek	ek	ek	ek	ek	ek	ek	ek	k	ek	ek	ek	k	ek	ek	ek
3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
6		6		7		7		7		7		7		7		7		7	
15		15		15		15		15		15		15		15		15		15	
6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7	7	7	8	8	8	8	8	8	8	8
	30				30			30			30				30				30
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
		15					15				15				15				15
3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
15		15		10		10		10		10		10		10		10		10	
3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
20			20			20			20			20			20			20	
3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
		20					20				20				20				20
6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

	9th m	nonth			10th r	nonth)		11th r	nonth	1		3 3 3 3 3 3 3 3 3 5 5 5 5 5 5 9 9 9 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 7 7 7 15 15 7 7 7 7 8 8 8 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 4 4 4 5 5 5 7 7 7 10 10 10		1
1st week	2nd week	3rd week	4th week	1st week	2nd week	3rd week	4th week	1st week	2nd week	3rd week	4th week	1st week			4th week
2	2	2	2	2	2	3	3	3	3	3	3	3	3	3	3
2	2	2	2	2	2	3	3	3	3	3	3	3	3	3	3
2	2	2	2	2	2	3	3	3	3	3	3	3	3	3	3
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
4	4	4	4	4	4	4	4	5	5	5	5	5	5	5	5
9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
4	4	4	4	4	4	4	4	5	5	5	5	5	5	5	5
4	4	4	4	4	4	4	4	5	5	5	5	5	5		5
4	4	4	4	4	4	4	4	5	5	5	5	5	5	5	5
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
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Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross- referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post- qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
LOT	1: GROCERY ITEMS	
1	All Purpose Flour 25kls/sack	
2	All Purpose Cream 250ml	
3	Beef loaf 250g 48's	
4	Biscuits, assorted, 10's/pack	
5	Biscuits Cookies (Chocolate & Vanilla)	
6	Breading Mix 60g original flavor	
7	Brown Sugar 1kl, 50kls/sack	
8	Bread crumbs 500g	
9	Butter 200-250g, unsalted	
10	Cheese, big, 440g	

Technical Specifications

11	Cheese spread 250g	
12	Candy, assorted flavor, 50's	
13	Catsup, 1 liter, regular	
14	Broth cubes (chicken) 10g	
15	Cream soup (assorted flavor) 70g	
16	Chocolate malt drink, 1kg	
17	Chocolate syrup, 650ml, good quality	
18	Condense milk, 300ml	
19	Cooking oil (Vegetable oil) 8L	
20	Corned Beef 1.8g 6/boxes	
21	Cornstarch 450g	
22	Coffee 3 in 1, 30's	
23	Cupcakes, assorted flavor, 10's/pack	
24	Curry powder 250g	
25	Evaporated milk, 370ml	
26	Fresh Egg XL 30's	
27	Fresh Milk 1 liter, good quality	
28	Fruit Cocktail 3.033kg	
29	Powdered milk 900g	
30	Gelatine powder, assorted flavor, 25g	
31	Glutinuous powder 500g	
32	Green peas 225g	

33	Honey in bottle 300ml	
34	Ice Cream Supreme, assorted flavor, 1.3L	
35	Iodized salt 1kl, fine	
36	Juice powder litro pack (assorted flavors) 144's	
37	Kaong 340g (green, red)	
38	Creamer condense 2 in 1, 410g	
39	Probiotic drink (5 pcs/pack)	
40	Luncheon meat 360g (chicken) 30's	
41	Macaroni elbow 1kg	
42	Malagkit rice 25kls/sack	
43	Maple syrup 355ml	
44	Margarine 1kg	
45	Mayonnaise 3.5L	
46	Misua 6's	
47	Ground Pepper 200g	
48	Muscovado sugar 1kg	
49	Nata de coco, 230g	
50	Noodles 55gx72, (Chicken & beef)	
51	Noodles in cup 40g, halal (chicken & beef) 60's	
52	Odong 12's/pk	
53	Yogurt drink (assorted flavors) 180 ml, 4's/pack	

54	Oyster sauce 765g	
55	Pancit bihon 1kg, good quality	
56	Peanut butter atleast 340-360g, good quality	
57	Pineapple chunks 227g	
58	Pineapple slice 222g	
59	Laurel leaves 200g	
60	Raisin 200g	
61	Sandwich spread 750ml	
62	Seasoning mix granules 8g (10pcs/pack)	
63	Spaghetti pasta, atleast 900g-1kl.	
64	Spaghetti sauce, atleast 900g-1kl.	
65	Sardines 175 g x 100's	
66	Sotanghon 1kl, 1st class	
67	Soy sauce 1.893L	
68	Tetra pack juice, assorted, 10's/box	
69	Tomato sauce, atleast 900-1000g	
70	Tuna 1.89g	
71	Tuna flakes in oil 175g (100cans/case)	
72	Vinegar (3.785L)	
73	Vienna sausage 175g, 48's (chicken)	
74	White sugar 50kls/sack	

75	Whole kernel corn atleast 410- 425g	
76	Rice 80% Long &unbroken grains, 25 kilos	
77	Broth cubes (beef) 10g	
78	Butter cookies/Butter crunch cookies 800g	
79	Marsh mallows (assorted mallows) 250g	
80	Pop corn 1kg	
LOT POU	2: ASSORTED MEAT & LTRY	
1	Beef laman, Halal certified	
2	Beef ribs, Halal certified	
3	Beef tapa, Halal certified	
4	Beef bones, Halal certified	
5	Beef cubes, Halal certified	
6	Chicken breast, Halal certified	
7	Chicken thigh, Halal certified	
8	Chicken wings, Halal certified	
9	Chicken liver, Halal certified	
10	Chicken Tocino 800-1000g per pack, Halal certified	
11	Dressed chicken, Halal certified	
12	Chicken nuggets 200g, Halal certified	
13	French fries 1 kilo per pack, Halal certified	
14	Ground chicken, Halal certified	

15	Ground beef, Halal certified	
16	Hotdog 1kl, good quality,(chicken/beef) Halal certified	
17	Longganisa (beef/chicken) 1kg, Halal certified	
18	Chicken ham 800-1000g/pack, Halal certified	
19	Chorizo (Beef/Chicken) 1 kilo,Halal certified	
LOT	3: FROZEN GOODS	
1	Boneless bangus, whole, medium (marinated), fresh	
2	Blue marlin, slice, medium, fresh	
3	Clams (medium) fresh	
4	Kubal-kubal, slice, medium, fresh	
5	Lapu-lapu, slice, medium, fresh	
6	Matambaka, slice, medium, fresh	
7	Maya-maya, slice, medium, fresh	
8	Shrimp lokon, large, fresh	
9	Shrimp , medium size, fresh	
10	Squid, fresh, whole, medium	
11	Squid ball 500g	
12	Talakito, slice, medium, fresh	
13	Tanguingui, slice, medium, fresh	
14	Yellow fin, slice, medium, fresh	
15	Sweet curry sauce with coconut milk 1kg/pk	

16	Dried dilis, small	
17	Dried squid, small	
18	Dried danggit boneless, small	
19	Tempura 1kg, fish flavor	
LOT	4: ASSORTED FRUITS	
1	Apple, red, 88/box	
2	Avocado, ripe, color violet	
3	Banana Tundan, ripe	
4	Banana Lakatan, ripe	
5	Banana Saba, ripe	
6	Grapes, seedless, ripe	
7	Lemon, medium size	
8	Mango carabao, ripe	
9	Orange, 88/box	
10	Papaya, ripe	
11	Pineapple, ripe	
12	Pears, 100 pcs/box	
13	Watermelon, ripe, not less than 3kg per piece	
LOT	5: ASSORTED	
	ETABLES	
1	Baguio beans	
2	Bell pepper	
3	Broccoli, medium size	
4	Cabbage, medium size	

5	Carrot, large size	
6	Cassava, yellow	
7	Chopsuey veg, frsh	
8	Cucumber, green	
9	Eggplant, large size	
10	Ginger, medium size	
11	Pechay	
12	Potato, large size	
13	Kangkong, (chinese water spinach)	
14	Peanut, without shell	
15	Sayote	
16	Red Squash	
17	Sweet potato	
18	Sweet corn	
19	String beans	
20	Sprouted beans/mongo	
21	Tofu	
22	Tomato	
23	Tumon	
24	Garlic, imported, medium size	
25	White Squash/Upo	
26	Calamansi	
27	Chinese Pechay	

28	Raddish	
29	Banana Blossom	
30	Young nangka	
31	Dried Mikki, round	
32	Singkamas	
33	Ampalaya, medium size	
34	Mongo beans, green	
35	Onion, red, medium	
36	Patola	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <u>or</u>
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

and

- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

(e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
 - Original duly signed Omnibus Sworn Statement (OSS);
 and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

<u>or</u>

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

Class "B" Documents

(1) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

