PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement CY 2022 Food Items for the DSWD FO IX - Supplementary Feeding Program 12th Cycle in ZDS District I

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 projects or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

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 Procurement CY 2022 Food Items for the DSWD FO IX - Supplementary Feeding Program 12th Cycle in ZDS District I

1. The **Department of Social Welfare and Development (DSWD) Field Office IX**, through the NGA, the **General Appropriations Act 2022** intends to apply the sum of **Twenty Three Million Seven Hundred Ninety Six Thousand Pesos Only (Php ₱23,796,000.00)** being the ABC to payments under the contract for the **Procurement CY 2022 Food Items for the DSWD FO IX - Supplementary Feeding Program 12th Cycle in ZDS District I.** 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).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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.

4. 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**.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **August 15, 2022** 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 **Twenty Five Thousand Pesos (Php 25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. The Department of Social Welfare and Development (DSWD) Field Office IX will hold a Pre-Bid Conference[1] on **1:30PM, August 22, 2022 at DSWD** Field Office IX, Zamboanga City and/or through video conferencing or webcasting via **Google Meet** meet.google.com/ahj-khdr-kqu, which shall be opened 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.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, **on or before 1:00 PM, September 05, 2022**. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

9. Bid opening shall be **on 1:30 PM, September 05, 2022** 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.

10. *[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]*

11. 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.

12. 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
    Tel. No. (062) 991-6030
    https://fo9.dswd.gov.ph/

13. You may visit the following websites:
    For downloading of Bidding Documents:
    https://fo9.dswd.gov.ph/procurement-advisory/procurement/purchase-request-posting/

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

[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.

Section II. Instructions to Bidders

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 CY 2022 Food Items for the DSWD FO IX - Supplementary Feeding Program 12th Cycle in ZDS District I. (ITB-2022-08-042).**

The Procurement Project (referred to herein as "Project") is composed of **One (1) lot Seventeen (17) item(s)**, 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 **Twenty Three Million Seven Hundred Ninety Six Thousand Pesos Only (Php ₱23,796,000.00).**

2.2. The source of funding is:
a. NGA, the General Appropriations Act or Special Appropriations.

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

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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[2] 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 One Hundred Twenty (120) 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.

[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. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

19.4. The Project shall be awarded 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.

Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:

a. Food Stuff

b. completed within two (2) calendar years prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td>Not applicable.</td></tr>
<tr><td>12</td><td>The price of the Goods shall be quoted DDP [state place of destination] or the applicable International Commercial Terms (INCOTERMS) for this Project.</td></tr>
<tr><td>14.1</td><td>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

a. The amount of not less than Php 475,920.00 [Indicate the amount equivalent to two percent (2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than Php 1,189,800.00 [Indicate the amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</td></tr>
<tr><td>19.3</td><td>
<table>
<tr><th>No.</th><th>LOT 1</th><th>Qty</th><th>Unit</th><th>ABC</th></tr>
<tr><td>1</td><td>Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)</td><td>6,056</td><td>25kls. / sack</td><td>₱23,796,000.00</td></tr>
<tr><td>2</td><td>Cooking Oil (Vegetable with label)</td><td>9,882</td><td>at least 500ml/pouch</td><td></td></tr>
<tr><td>3</td><td>Elbow Macaroni</td><td>13,176</td><td>200 grams/pack</td><td></td></tr>
<tr><td>4</td><td>Sardines (in thick tomato sauce) (not easy open)</td><td>13,176</td><td>at least 155 grams/can</td><td></td></tr>
<tr><td>5</td><td>Tuna Flakes in Vegetable Oil (not easy open)</td><td>6,588</td><td>at least 155 grams/can</td><td></td></tr>
</table>
</td></tr>
</table>

	6	Corned Beef (not easy open)	6,588	at least 150grams/can	
	7	Cocoa Powder	13,175	15 grams/sachet	
	8	Banana Ketchup (original flavor)(not spicy)	13,176	100 grams/pouch	
	9	Odong (good quality)	13,176	10grams/sachet	
	10	Sotanghon (Class A)	6,588	250grams/pack	
	11	Spaghetti Noodles	13,175	400 grams/pack	
	12	Spaghetti Sauce (Filipino style)	13,175	500 grams/pack	
	13	Whole Dressed Chicken (Halal)	44,698	kilo	
	14	Egg, Small (at least 42.5 grams)	138,520	pcs	
	15	Carrots (at least medium size)	1,203	kilo	
	16	Cabbage (at least medium size)	2,828	kilo	
	17	Green Monggo grains	1,647	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.

Special Conditions of Contract

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.* a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or 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 [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*]. Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.
	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. **Use of Company's Logo -** The Company prohibits the contractor to use any name or logo of the Procuring Entity in any materials for the contractor's interests, may it be written in any procured goods for this particular bid or in any appearance in any part of the items procured for this particular contract.
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 Number	Description	Quantity	Unit	Total	Date of Delivery
	LOT 1			**₱ 23,796,000.00**	**See delivery schedule**
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	6,056	25kls. / sack		
2	Cooking Oil (Vegetable with label)	9,882	at least 500ml/pouch		
3	Elbow Macaroni	13,176	200 grams/pack		
4	Sardines (in thick tomato sauce) (not easy open)	13,176	at least 155 grams/can		
5	Tuna Flakes in Vegetable Oil (not easy open)	6,588	at least 155 grams/can		
6	Corned Beef (not easy open)	6,588	at least 150grams/can		
7	Cocoa Powder	13,175	15 grams/sachet		
8	Banana Ketchup (original flavor)(not spicy)	13,176	100 grams/pouch		
9	Odong (good quality)	13,176	10grams/sachet		
10	Sotanghon (Class A)	6,588	250grams/pack		
11	Spaghetti Noodles	13,175	400 grams/pack		

12	Spaghetti Sauce (Filipino style)	13,175	500 grams/pack		
13	Whole Dressed Chicken (Halal)	44,698	kilo		
14	Egg, Small (at least 42.5 grams)	138,520	pcs		
15	Carrots (at least medium size)	1,203	kilo		
16	Cabbage (at least medium size)	2,828	kilo		
17	Green Monggo grains	1,647	kilo		

SCHEDULE OF DELIVERY

ZDS District I

Inspection & Acceptance: **MSWD Office of AURORA, ZDS**

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery AURORA, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	618	103	103	103	103	103	103
2	Cooking Oil (Vegetable with label)	1,009	168	168	168	168	168	169
3	Elbow Macaroni	1,346	224	224	224	224	225	225
4	Sardines (in thick tomato sauce) (not easy open)	1,346	224	224	224	224	225	225
5	Tuna Flakes in Vegetable Oil (not easy open)	673	112	112	112	112	112	113
6	Corned Beef (not easy open)	673	112	112	112	112	112	113

7	Cocoa Powder	1,345	224	224	224	224	224	225
8	Banana Ketchup (original flavor)(not spicy)	1,346	224	224	224	224	225	225
9	Odong (good quality)	1,346	224	224	224	224	225	225
10	Sotanghon (Class A)	673	112	112	112	112	112	113
11	Spaghetti Noodles	1,345	224	224	224	224	224	225
12	Spaghetti Sauce (Filipino style)	1,345	224	224	224	224	224	225
13	Whole Dressed Chicken (Halal)	4,564	760	760	761	761	761	761
14	Egg, Small (at least 42.5 grams)	14,145	2357	2357	2357	2358	2358	2358
15	Carrots (at least medium size)	123	20	20	20	21	21	21
16	Cabbage	289	48	48	48	48	48	49
17	Green Monggo grains	168	28	28	28	28	28	28

Inspection & Acceptance: **MSWD Office of DUMINGAG, ZDS**

NO	**ITEM(S)**	**QTY**	**10 days upon Receipt of NTP (1st)**	**Weekly Deliveries every after succeeding delivery** **DUMINGAG, ZDS**				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	989	164	165	165	165	165	165
2	Cooking Oil (Vegetable	1,613	268	269	269	269	269	269

	with label)							
3	Elbow Macaroni	2,151	358	358	358	359	359	359
4	Sardines (in thick tomato sauce) (not easy open)	2,151	358	358	358	359	359	359
5	Tuna Flakes in Vegetable Oil (not easy open)	1,075	179	179	179	179	179	180
6	Corned Beef (not easy open)	1,075	179	179	179	179	179	180
7	Cocoa Powder	2,151	358	358	358	359	359	359
8	Banana Ketchup (original flavor)(not spicy)	2,151	358	358	358	359	359	359
9	Odong (good quality)	2,151	358	358	358	359	359	359
10	Sotanghon (Class A)	1,075	179	179	179	179	179	180
11	Spaghetti Noodles	2,151	358	358	358	359	359	359
12	Spaghetti Sauce (Filipino style)	2,151	358	358	358	359	359	359
13	Whole Dressed Chicken (Halal)	7,296	1216	1216	1216	1216	1216	1216
14	Egg, Small (at least 42.5 grams)	22,612	3768	3768	3769	3769	3769	3769
15	Carrots (at least medium size)	196	32	32	33	33	33	33
16	Cabbage	462	77	77	77	77	77	77
17	Green Monggo grains	269	44	45	45	45	45	45

Inspection & Acceptance: **MSWD Office of LABANGAN, ZDS**

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery LABANGAN, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	411	68	68	68	69	69	69
2	Cooking Oil (Vegetable with label)	671	111	112	112	112	112	112
3	Elbow Macaroni	894	149	149	149	149	149	149
4	Sardines (in thick tomato sauce) (not easy open)	894	149	149	149	149	149	149
5	Tuna Flakes in Vegetable Oil (not easy open)	448	74	74	75	75	75	75
6	Corned Beef (not easy open)	448	74	74	75	75	75	75
7	Cocoa Powder	895	149	149	149	149	149	150
8	Banana Ketchup (original flavor)(not spicy)	894	149	149	149	149	149	149
9	Odong (good quality)	894	149	149	149	149	149	149
10	Sotanghon (Class A)	448	74	74	75	75	75	75

11	Spaghetti Noodles	895	149	149	149	149	149	150
12	Spaghetti Sauce (Filipino style)	895	149	149	149	149	149	150
13	Whole Dressed Chicken (Halal)	3,034	505	505	506	506	506	506
14	Egg, Small (at least 42.5 grams)	9,399	1566	1566	1566	1567	1567	1567
15	Carrots (at least medium size)	82	13	13	14	14	14	14
16	Cabbage	192	32	32	32	32	32	32
17	Green Monggo grains	112	18	18	19	19	19	19

Inspection & Acceptance: **MSWD Office of MAHAYAG, ZDS**

NO	**ITEM(S)**	**QTY**	**10 days upon Receipt of NTP (1st)**	**Weekly Deliveries every after succeeding delivery** **MAHAYAG, ZDS**				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	644	107	107	107	107	108	108
2	Cooking Oil (Vegetable with label)	1,050	175	175	175	175	175	175
3	Elbow Macaroni	1,400	233	233	233	233	234	234

4	Sardines (in thick tomato sauce) (not easy open)	1,400	233	233	233	233	234	234
5	Tuna Flakes in Vegetable Oil (not easy open)	700	116	116	117	117	117	117
6	Corned Beef (not easy open)	700	116	116	117	117	117	117
7	Cocoa Powder	1,400	233	233	233	233	234	234
8	Banana Ketchup (original flavor)(not spicy)	1,400	233	233	233	233	234	234
9	Odong (good quality)	1,400	233	233	233	233	234	234
10	Sotanghon (Class A)	700	116	116	117	117	117	117
11	Spaghetti Noodles	1,400	233	233	233	233	234	234
12	Spaghetti Sauce (Filipino style)	1,400	233	233	233	233	234	234
13	Whole Dressed Chicken (Halal)	4,750	791	791	792	792	792	792
14	Egg, Small (at least 42.5 grams)	14,722	2453	2453	2454	2454	2454	2454
15	Carrots (at least medium size)	128	21	21	21	21	22	22
16	Cabbage	301	50	50	50	50	50	51
17	Green Monggo grains	175	29	29	29	29	29	30

Inspection & Acceptance: **MSWD Office of MOLAVE, ZDS**

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery MOLAVE, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	615	102	102	102	103	103	103
2	Cooking Oil (Vegetable with label)	1,004	167	167	167	167	168	168
3	Elbow Macaroni	1,339	223	223	223	223	223	224
4	Sardines (in thick tomato sauce) (not easy open)	1,339	223	223	223	223	223	224
5	Tuna Flakes in Vegetable Oil (not easy open)	669	111	111	111	112	112	112
6	Corned Beef (not easy open)	669	111	111	111	112	112	112
7	Cocoa Powder	1,338	223	223	223	223	223	223
8	Banana Ketchup (original flavor)(not spicy)	1,339	223	223	223	223	223	224
9	Odong (good quality)	1,339	223	223	223	223	223	224
10	Sotanghon (Class A)	669	111	111	111	112	112	112

11	Spaghetti Noodles	1,338	223	223	223	223	223	223
12	Spaghetti Sauce (Filipino style)	1,338	223	223	223	223	223	223
13	Whole Dressed Chicken (Halal)	4,541	756	757	757	757	757	757
14	Egg, Small (at least 42.5 grams)	14,072	2345	2345	2345	2345	2346	2346
15	Carrots (at least medium size)	122	20	20	20	20	21	21
16	Cabbage	287	47	48	48	48	48	48
17	Green Monggo grains	167	27	28	28	28	28	28

Inspection & Acceptance: **MSWD Office of TAMBULIG, ZDS**

NO	**ITEM(S)**	**QTY**	**10 days upon Receipt of NTP (1st)**	**Weekly Deliveries every after succeeding delivery** **TAMBULIG, ZDS**				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	689	114	115	115	115	115	115
2	Cooking Oil (Vegetable with label)	1,123	187	187	187	187	187	188
3	Elbow Macaroni	1,498	249	249	250	250	250	250

4	Sardines (in thick tomato sauce) (not easy open)	1,498	249	249	250	250	250	250
5	Tuna Flakes in Vegetable Oil (not easy open)	749	124	125	125	125	125	125
6	Corned Beef (not easy open)	749	124	125	125	125	125	125
7	Cocoa Powder	1,498	249	249	250	250	250	250
8	Banana Ketchup (original flavor)(not spicy)	1,498	249	249	250	250	250	250
9	Odong (good quality)	1,498	249	249	250	250	250	250
10	Sotanghon (Class A)	749	124	125	125	125	125	125
11	Spaghetti Noodles	1,498	249	249	250	250	250	250
12	Spaghetti Sauce (Filipino style)	1,498	249	249	250	250	250	250
13	Whole Dressed Chicken (Halal)	5,082	847	847	847	847	847	847
14	Egg, Small (at least 42.5 grams)	15,749	2624	2625	2625	2625	2625	2625
15	Carrots (at least medium size)	137	22	23	23	23	23	23
16	Cabbage	322	53	53	54	54	54	54
17	Green Monggo grains	187	31	31	31	31	31	32

Inspection & Acceptance: **CSW Office of PAGADIAN CITY**

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery PAGADIAN CITY				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	2,090	348	348	348	348	349	349
2	Cooking Oil (Vegetable with label)	3,412	568	568	569	569	569	569
3	Elbow Macaroni	4,548	758	758	758	758	758	758
4	Sardines (in thick tomato sauce) (not easy open)	4,548	758	758	758	758	758	758
5	Tuna Flakes in Vegetable Oil (not easy open)	2,274	379	379	379	379	379	379
6	Corned Beef (not easy open)	2,274	379	379	379	379	379	379
7	Cocoa Powder	4,548	758	758	758	758	758	758
8	Banana Ketchup (original flavor)(not spicy)	4,548	758	758	758	758	758	758
9	Odong (good quality)	4,548	758	758	758	758	758	758
10	Sotanghon (Class A)	2,274	379	379	379	379	379	379

11	Spaghetti Noodles	4,548	758	758	758	758	758	758
12	Spaghetti Sauce (Filipino style)	4,548	758	758	758	758	758	758
13	Whole Dressed Chicken (Halal)	15,431	2571	2572	2572	2572	2572	2572
14	Egg, Small (at least 42.5 grams)	47,821	7970	7970	7970	7970	7970	7971
15	Carrots (at least medium size)	415	69	69	69	69	69	70
16	Cabbage	975	162	162	162	163	163	163
17	Green Monggo grains	569	94	95	95	95	95	95

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.

Technical Specifications

Item	Specification	unit	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.]
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	25kls. / sack	
2	Cooking Oil (Vegetable with label)	at least 500ml/pouch	
3	Elbow Macaroni	200 grams/pack	
4	Sardines (in thick tomato sauce) (not easy open)	at least 155 grams/can	
5	Tuna Flakes in Vegetable Oil (not easy open)	at least 155 grams/can	
6	Corned Beef (not easy open)	at least 150grams/can	
7	Cocoa Powder	15 grams/sachet	
8	Banana Ketchup (original flavor)(not spicy)	100 grams/pouch	
9	Odong (good quality)	10grams/sachet	
10	Sotanghon (Class A)	250grams/pack	
11	Spaghetti Noodles	400 grams/pack	
12	Spaghetti Sauce (Filipino style)	500 grams/pack	

13	Whole Dressed Chicken (Halal)	kilo	
14	Egg, Small (at least 42.5 grams)	pcs	
15	Carrots (at least medium size)	kilo	
16	Cabbage (Medium size, fresh)	kilo	
17	Green Monggo grains	kilo	
	All items should not be re-packed		
	FOB: Refer to the delivery schedule and place **For Inspection and Acceptance:** MSWD Office of Aurora, Dumingag, Labangan, Mahayag, Molave, Tambulig and Pagadian City		
	DATE OF DELIVERY: See delivery schedule		
	PACKAGING: Refer Special Condition of Contract of this Bidding documents on the section of “PACKAGING”		

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 and **Updated** PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Technical Documents

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

☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

or

Original copy of Notarized Bid Securing Declaration; **and**

☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (f) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or**

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

Class "B" Documents

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

or

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

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

☐ (i) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form with attached notarized legal capacity of representative or ownership in the form of SPA, Secretary's Certificate or Owner's Certificate; **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s).