

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 II

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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components	13
*11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	14
13. Bid and Payment Currencies	14
14. Bid Security	15
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	16
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	20
1. Scope of Contract	21
2. Advance Payment and Terms of Payment	21
3. Performance Security	21
4. Inspection and Tests	21
5. Warranty	22
6. Liability of the Supplier	22
Section V. Special Conditions of Contract	23
Section VI. Schedule of Requirements	28
Section VII. Technical Specifications	35
Section VIII. Checklist of Technical and Financial Documents	39

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 II

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 Two Million Six Hundred Fifty Eight Thousand Four Hundred Pesos Only (Php ₱22,658,400.00)** 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 II**. 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 Conference¹ 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 II. (ITB-2022-08-043)**.

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 Two Million Six Hundred Fifty Eight Thousand Four Hundred Pesos Only (Php ₱22,658,400.00)**.

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 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 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

ITB Clause																																			
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Food Stuff b. completed within two (2) calendar years prior to the deadline for the submission and receipt of bids. 																																		
7.1	Not applicable.																																		
12	The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project.																																		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php 453,168.00 [<i>Indicate the amount equivalent to two percent (2%) of ABC</i>], 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 1,132,920.00 [<i>Indicate the amount equivalent to five percent (5%) of ABC</i>] if bid security is in Surety Bond. 																																		
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">LOT 1</th> <th style="text-align: center;">Qty</th> <th style="text-align: center;">Unit</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)</td> <td style="text-align: center;">5766</td> <td style="text-align: center;">25kls. / sack</td> <td style="text-align: right;">₱22,658,400.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Cooking Oil (Vegetable with label)</td> <td style="text-align: center;">9,409</td> <td style="text-align: center;">at least 500ml/pouch</td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td>Elbow Macaroni</td> <td style="text-align: center;">12,546</td> <td style="text-align: center;">200 grams/pack</td> <td></td> </tr> <tr> <td style="text-align: center;">4</td> <td>Sardines (in thick tomato sauce) (not easy open)</td> <td style="text-align: center;">12,545</td> <td style="text-align: center;">at least 155 grams/can</td> <td></td> </tr> <tr> <td style="text-align: center;">5</td> <td>Tuna Flakes in Vegetable Oil (not easy open)</td> <td style="text-align: center;">6,273</td> <td style="text-align: center;">at least 155 grams/can</td> <td></td> </tr> </tbody> </table>					No.	LOT 1	Qty	Unit	ABC	1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	5766	25kls. / sack	₱22,658,400.00	2	Cooking Oil (Vegetable with label)	9,409	at least 500ml/pouch		3	Elbow Macaroni	12,546	200 grams/pack		4	Sardines (in thick tomato sauce) (not easy open)	12,545	at least 155 grams/can		5	Tuna Flakes in Vegetable Oil (not easy open)	6,273	at least 155 grams/can	
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	6	Corned Beef (not easy open)	6,274	at least 150grams/can	
	7	Cocoa Powder	12,547	15 grams/sachet	
	8	Banana Ketchup (original flavor)(not spicy)	12,546	100 grams/pouch	
	9	Odong (good quality)	12,546	10grams/sachet	
	10	Sotanghon (Class A)	6,274	250grams/pack	
	11	Spaghetti Noodles	12,546	400 grams/pack	
	12	Spaghetti Sauce (Filipino style)	12,546	500 grams/pack	
	13	Whole Dressed Chicken (Halal)	42,561	kilo	
	14	Egg, Small (at least 42.5 grams)	131,898	pcs	
	15	Carrots (at least medium size)	1,145	kilo	
	16	Cabbage (at least medium size)	2,697	kilo	
	17	Green Monggo grains	1,569	kilo	
	<p><i>[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.]</i></p>				
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	<p><i>[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:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 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;

	<ul style="list-style-type: none"> 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
	<ul style="list-style-type: none"> 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. <i>[Specify additional incidental service requirements, as needed.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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.

	<p>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.</p> <p>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>.</p> <p>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.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> <p>Use of Company’s Logo -</p> <p>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.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

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			₱ 22,658,400.00	See delivery schedule
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	5766	25kls. / sack		
2	Cooking Oil (Vegetable with label)	9,409	at least 500ml/pouch		
3	Elbow Macaroni	12,546	200 grams/pack		
4	Sardines (in thick tomato sauce) (not easy open)	12,545	at least 155 grams/can		
5	Tuna Flakes in Vegetable Oil (not easy open)	6,273	at least 155 grams/can		
6	Corned Beef (not easy open)	6,274	at least 150grams/can		
7	Cocoa Powder	12,547	15 grams/sachet		
8	Banana Ketchup (original flavor)(not spicy)	12,546	100 grams/pouch		
9	Odong (good quality)	12,546	10grams/sachet		
10	Sotanghon (Class A)	6,274	250grams/pack		
11	Spaghetti Noodles	12,546	400 grams/pack		

12	Spaghetti Sauce (Filipino style)	12,546	500 grams/pack		
13	Whole Dressed Chicken (Halal)	42,561	kilo		
14	Egg, Small (at least 42.5 grams)	131,898	pcs		
15	Carrots (at least medium size)	1,145	kilo		
16	Cabbage (at least medium size)	2,697	kilo		
17	Green Monggo grains	1,569	kilo		

SCHEDULE OF DELIVERY

ZDS District II

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

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery BAYOG, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	541	90	90	90	90	90	91
2	Cooking Oil (Vegetable with label)	883	147	147	147	147	147	148
3	Elbow Macaroni	1,178	196	196	196	196	197	197
4	Sardines (in thick tomato sauce) (not easy open)	1,178	196	196	196	196	197	197
5	Tuna Flakes in Vegetable Oil (not easy open)	589	98	98	98	98	98	99
6	Corned Beef (not easy open)	589	98	98	98	98	98	99

7	Cocoa Powder	1,178	196	196	196	196	197	197
8	Banana Ketchup (original flavor)(not spicy)	1,178	196	196	196	196	197	197
9	Odong (good quality)	1,178	196	196	196	196	197	197
10	Sotanghon (Class A)	589	98	98	98	98	98	99
11	Spaghetti Noodles	1,178	196	196	196	196	197	197
12	Spaghetti Sauce (Filipino style)	1,178	196	196	196	196	197	197
13	Whole Dressed Chicken (Halal)	3,996	666	666	666	666	666	666
14	Egg, Small (at least 42.5 grams)	12,385	2064	2064	2064	2064	2064	2065
15	Carrots (at least medium size)	108	18	18	18	18	18	18
16	Cabbage	253	42	42	42	42	42	43
17	Green Monggo grains	147	24	24	24	25	25	25

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

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery DIMATALING, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	599	99	100	100	100	100	100
2	Cooking Oil (Vegetable)	978	163	163	163	163	163	163

	with label)							
3	Elbow Macaroni	1,303	217	217	217	217	217	218
4	Sardines (in thick tomato sauce) (not easy open)	1,303	217	217	217	217	217	218
5	Tuna Flakes in Vegetable Oil (not easy open)	652	109	109	109	109	108	108
6	Corned Beef (not easy open)	652	109	109	109	109	108	108
7	Cocoa Powder	1,303	217	217	217	217	217	218
8	Banana Ketchup (original flavor)(not spicy)	1,303	217	217	217	217	217	218
9	Odong (good quality)	1,303	217	217	217	217	217	218
10	Sotanghon (Class A)	652	108	108	109	109	109	109
11	Spaghetti Noodles	1,303	217	217	217	217	217	218
12	Spaghetti Sauce (Filipino style)	1,303	217	217	217	217	217	218
13	Whole Dressed Chicken (Halal)	4,421	736	737	737	737	737	737
14	Egg, Small (at least 42.5 grams)	13,705	2284	2284	2284	2284	2284	2285
15	Carrots (at least medium size)	118	19	19	20	20	20	20
16	Cabbage	280	46	46	47	47	47	47
17	Green Monggo grains	162	27	27	27	27	27	27

Inspection & Acceptance: MSWD Office of DINAS, ZDS

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery				
				DINAS, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	624	104	104	104	104	104	104
2	Cooking Oil (Vegetable with label)	1,018	169	169	170	170	170	170
3	Elbow Macaroni	1,357	226	226	226	226	226	227
4	Sardines (in thick tomato sauce) (not easy open)	1,357	226	226	226	226	226	227
5	Tuna Flakes in Vegetable Oil (not easy open)	679	113	113	113	113	113	114
6	Corned Beef (not easy open)	679	113	113	113	113	113	114
7	Cocoa Powder	1,358	226	226	226	226	227	227
8	Banana Ketchup (original flavor)(not spicy)	1,357	226	226	226	226	226	227
9	Odong (good quality)	1,357	226	226	226	226	226	227
10	Sotanghon (Class A)	679	113	113	113	113	113	114

11	Spaghetti Noodles	1,357	226	226	226	226	226	227
12	Spaghetti Sauce (Filipino style)	1,357	226	226	226	226	226	227
13	Whole Dressed Chicken (Halal)	4,605	767	767	767	768	768	768
14	Egg, Small (at least 42.5 grams)	14,271	2378	2378	2378	2379	2379	2379
15	Carrots (at least medium size)	124	20	20	21	21	21	21
16	Cabbage	292	48	48	49	49	49	49
17	Green Monggo grains	170	28	28	28	28	29	29

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

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery DUMALINAO, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	343	57	57	57	57	57	58
2	Cooking Oil (Vegetable with label)	560	93	93	93	93	94	94
3	Elbow Macaroni	747	124	124	124	125	125	125

4	Sardines (in thick tomato sauce) (not easy open)	746	124	124	124	124	125	125
5	Tuna Flakes in Vegetable Oil (not easy open)	374	62	62	62	62	63	63
6	Corned Beef (not easy open)	374	62	62	62	62	63	63
7	Cocoa Powder	747	124	124	124	125	125	125
8	Banana Ketchup (original flavor)(not spicy)	747	124	124	124	125	125	125
9	Odong (good quality)	747	124	124	124	125	125	125
10	Sotanghon (Class A)	374	62	62	62	62	63	63
11	Spaghetti Noodles	747	124	124	124	125	125	125
12	Spaghetti Sauce (Filipino style)	747	124	124	124	125	125	125
13	Whole Dressed Chicken (Halal)	2,532	422	422	422	422	422	422
14	Egg, Small (at least 42.5 grams)	7,848	1308	1308	1308	1308	1308	1308
15	Carrots (at least medium size)	68	11	11	11	11	12	12
16	Cabbage	160	26	26	27	27	27	27
17	Green Monggo grains	93	15	15	15	16	16	16

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

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery				
				KUMALARANG, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	381	63	63	63	64	64	64
2	Cooking Oil (Vegetable with label)	621	103	103	103	104	104	104
3	Elbow Macaroni	828	138	138	138	138	138	138
4	Sardines (in thick tomato sauce) (not easy open)	828	138	138	138	138	138	138
5	Tuna Flakes in Vegetable Oil (not easy open)	414	69	69	69	69	69	69
6	Corned Beef (not easy open)	414	69	69	69	69	69	69
7	Cocoa Powder	828	138	138	138	138	138	138
8	Banana Ketchup (original flavor)(not spicy)	828	138	138	138	138	138	138
9	Odong (good quality)	828	138	138	138	138	138	138
10	Sotanghon (Class A)	414	69	69	69	69	69	69

11	Spaghetti Noodles	828	138	138	138	138	138	138
12	Spaghetti Sauce (Filipino style)	828	138	138	138	138	138	138
13	Whole Dressed Chicken (Halal)	2,810	468	468	468	468	469	469
14	Egg, Small (at least 42.5 grams)	8,707	1451	1451	1451	1451	1451	1452
15	Carrots (at least medium size)	76	12	12	13	13	13	13
16	Cabbage	178	29	29	30	30	30	30
17	Green Monggo grains	104	17	17	17	17	18	18

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

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery LAKEWOOD, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	585	97	97	97	98	98	98
2	Cooking Oil (Vegetable with label)	955	159	159	159	159	159	160
3	Elbow Macaroni	1,273	212	212	212	212	212	213

4	Sardines (in thick tomato sauce) (not easy open)	1,273	212	212	212	212	212	213
5	Tuna Flakes in Vegetable Oil (not easy open)	636	106	106	106	106	106	106
6	Corned Beef (not easy open)	636	106	106	106	106	106	106
7	Cocoa Powder	1,273	212	212	212	212	212	213
8	Banana Ketchup (original flavor)(not spicy)	1,273	212	212	212	212	212	213
9	Odong (good quality)	1,273	212	212	212	212	212	213
10	Sotanghon (Class A)	636	106	106	106	106	106	106
11	Spaghetti Noodles	1,273	212	212	212	212	212	213
12	Spaghetti Sauce (Filipino style)	1,273	212	212	212	212	212	213
13	Whole Dressed Chicken (Halal)	4,318	719	719	720	720	720	720
14	Egg, Small (at least 42.5 grams)	13,381	2230	2230	2230	2230	2230	2231
15	Carrots (at least medium size)	116	19	19	19	19	20	20
16	Cabbage	274	45	45	46	46	46	46
17	Green Monggo grains	159	26	26	26	27	27	27

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

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery				
				LAPUYAN, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	498	83	83	83	83	83	83
2	Cooking Oil (Vegetable with label)	813	135	135	135	136	136	136
3	Elbow Macaroni	1,084	180	180	181	181	181	181
4	Sardines (in thick tomato sauce) (not easy open)	1,084	180	180	181	181	181	181
5	Tuna Flakes in Vegetable Oil (not easy open)	542	90	90	90	90	91	91
6	Corned Beef (not easy open)	542	90	90	90	90	91	91
7	Cocoa Powder	1,084	180	180	181	181	181	181
8	Banana Ketchup (original flavor)(not spicy)	1,084	180	180	181	181	181	181
9	Odong (good quality)	1,084	180	180	181	181	181	181
10	Sotanghon (Class A)	542	90	90	90	90	91	91

11	Spaghetti Noodles	1,084	180	180	181	181	181	181
12	Spaghetti Sauce (Filipino style)	1,084	180	180	181	181	181	181
13	Whole Dressed Chicken (Halal)	3,679	613	613	613	613	613	614
14	Egg, Small (at least 42.5 grams)	11,400	1900	1900	1900	1900	1900	1900
15	Carrots (at least medium size)	99	16	16	16	17	17	17
16	Cabbage	233	38	39	39	39	39	39
17	Green Monggo grains	136	22	22	23	23	23	23

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

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery MARGOSATUBIG, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	720	120	120	120	120	120	120
2	Cooking Oil (Vegetable with label)	1,174	195	195	196	196	196	196
3	Elbow Macaroni	1,566	261	261	261	261	261	261

4	Sardines (in thick tomato sauce) (not easy open)	1,566	261	261	261	261	261	261
5	Tuna Flakes in Vegetable Oil (not easy open)	783	130	130	130	131	131	131
6	Corned Beef (not easy open)	783	130	130	130	131	131	131
7	Cocoa Powder	1,566	261	261	261	261	261	261
8	Banana Ketchup (original flavor)(not spicy)	1,566	261	261	261	261	261	261
9	Odong (good quality)	1,566	261	261	261	261	261	261
10	Sotanghon (Class A)	783	130	130	130	131	131	131
11	Spaghetti Noodles	1,566	261	261	261	261	261	261
12	Spaghetti Sauce (Filipino style)	1,566	261	261	261	261	261	261
13	Whole Dressed Chicken (Halal)	5,312	885	885	885	885	886	886
14	Egg, Small (at least 42.5 grams)	16,461	2743	2743	2743	2744	2744	2744
15	Carrots (at least medium size)	143	23	24	24	24	24	24
16	Cabbage	337	56	56	56	56	56	57
17	Green Monggo grains	196	32	32	33	33	33	33

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

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery				
				PITOGO, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	421	70	70	70	70	70	71
2	Cooking Oil (Vegetable with label)	688	114	114	115	115	115	115
3	Elbow Macaroni	917	152	153	153	153	153	153
4	Sardines (in thick tomato sauce) (not easy open)	917	152	153	153	153	153	153
5	Tuna Flakes in Vegetable Oil (not easy open)	458	75	75	75	76	76	76
6	Corned Beef (not easy open)	459	75	75	75	77	77	77
7	Cocoa Powder	917	152	153	153	153	153	153
8	Banana Ketchup (original flavor)(not spicy)	917	152	153	153	153	153	153
9	Odong (good quality)	917	152	153	153	153	153	153
10	Sotanghon (Class A)	459	75	75	75	77	77	77

11	Spaghetti Noodles	917	152	153	153	153	153	153
12	Spaghetti Sauce (Filipino style)	917	152	153	153	153	153	153
13	Whole Dressed Chicken (Halal)	3,111	518	518	518	519	519	519
14	Egg, Small (at least 42.5 grams)	9,640	1606	1606	1607	1607	1607	1607
15	Carrots (at least medium size)	84	14	14	14	14	14	14
16	Cabbage	197	32	32	33	33	33	34
17	Green Monggo grains	115	19	19	19	19	19	20

Inspection & Acceptance: **MSWD Office of SAN MIGUEL, ZDS**

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery SAN MIGUEL, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	197	32	33	33	33	33	33
2	Cooking Oil (Vegetable with label)	321	53	53	53	54	54	54
3	Elbow Macaroni	429	71	71	71	72	72	72

4	Sardines (in thick tomato sauce) (not easy open)	429	71	71	71	72	72	72
5	Tuna Flakes in Vegetable Oil (not easy open)	214	35	35	36	36	36	36
6	Corned Beef (not easy open)	214	35	35	36	36	36	36
7	Cocoa Powder	429	71	71	71	72	72	72
8	Banana Ketchup (original flavor)(not spicy)	429	71	71	71	72	72	72
9	Odong (good quality)	429	71	71	71	72	72	72
10	Sotanghon (Class A)	214	35	35	36	36	36	36
11	Spaghetti Noodles	429	71	71	71	72	72	72
12	Spaghetti Sauce (Filipino style)	429	71	71	71	72	72	72
13	Whole Dressed Chicken (Halal)	1,454	242	242	242	242	243	243
14	Egg, Small (at least 42.5 grams)	4,506	751	751	751	751	751	751
15	Carrots (at least medium size)	39	6	6	6	7	7	7
16	Cabbage	92	15	15	15	15	16	16
17	Green Monggo grains	54	9	9	9	9	9	9

Inspection & Acceptance: **MSWD Office of SAN PABLO, ZDS**

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery				
				SAN PABLO, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	457	76	76	76	76	76	77
2	Cooking Oil (Vegetable with label)	745	124	124	124	124	124	125
3	Elbow Macaroni	994	165	165	166	166	166	166
4	Sardines (in thick tomato sauce) (not easy open)	994	165	165	166	166	166	166
5	Tuna Flakes in Vegetable Oil (not easy open)	497	82	83	83	83	83	83
6	Corned Beef (not easy open)	497	82	83	83	83	83	83
7	Cocoa Powder	994	165	165	166	166	166	166
8	Banana Ketchup (original flavor)(not spicy)	994	165	165	166	166	166	166
9	Odong (good quality)	994	165	165	166	166	166	166
10	Sotanghon (Class A)	497	82	83	83	83	83	83

11	Spaghetti Noodles	994	165	165	166	166	166	166
12	Spaghetti Sauce (Filipino style)	994	165	165	166	166	166	166
13	Whole Dressed Chicken (Halal)	3,371	561	562	562	562	562	562
14	Egg, Small (at least 42.5 grams)	10,447	1741	1741	1741	1741	1741	1742
15	Carrots (at least medium size)	91	15	15	15	15	15	16
16	Cabbage	214	35	35	36	36	36	36
17	Green Monggo grains	124	20	20	21	21	21	21

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

NO	ITEM(S)	QTY	10 days upon Receipt of NTP (1st)	Weekly Deliveries every after succeeding delivery TABINA, ZDS				
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality)	400	66	66	67	67	67	67
2	Cooking Oil (Vegetable with label)	653	108	109	109	109	109	109
3	Elbow Macaroni	870	145	145	145	145	145	145

4	Sardines (in thick tomato sauce) (not easy open)	870	145	145	145	145	145	145
5	Tuna Flakes in Vegetable Oil (not easy open)	435	72	72	72	73	73	73
6	Corned Beef (not easy open)	435	72	72	72	73	73	73
7	Cocoa Powder	870	145	145	145	145	145	145
8	Banana Ketchup (original flavor)(not spicy)	870	145	145	145	145	145	145
9	Odong (good quality)	870	145	145	145	145	145	145
10	Sotanghon (Class A)	435	72	72	72	73	73	73
11	Spaghetti Noodles	870	145	145	145	145	145	145
12	Spaghetti Sauce (Filipino style)	870	145	145	145	145	145	145
13	Whole Dressed Chicken (Halal)	2,952	492	492	492	492	492	492
14	Egg, Small (at least 42.5 grams)	9,147	1524	1524	1524	1525	1525	1525
15	Carrots (at least medium size)	79	13	13	13	13	13	14
16	Cabbage	187	31	31	31	31	31	32
17	Green Monggo grains	109	18	18	18	18	18	19

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
			<p><i>[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</i></p>

			<i>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.]</i>
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		
	<p>FOB: Refer to the delivery schedule and place</p> <p>For Inspection and Acceptance:</p> <p>MSWD Office of Bayog, Dimataling, Dinas, Dumalinao, Kumalarang, Lakewood, Lapuyan, Margosatubig, Pitogo, San Miguel, San Pablo & Tabina, ZDS</p>		
	DATE OF DELIVERY: See delivery schedule		
	<p>PACKAGING:</p> <p>Refer Special Condition of Contract of this Bidding documents on the section of "PACKAGING"</p>		

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).

