PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF FOOD ITEMS FOR DSWD FOIX SFP 14TH CYCLE IMPLEMENTATION IN ZAMBO DEL NORTE PROVINCE DISTRICT 2 (ITB-2024-06-022)

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

	ary of Acronyms, Terms, and Abbreviations	
Sectio	n I. Invitation to Bid	7
Sectio	n 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
Sectio	n III. Bid Data Sheet	17
Sectio	n 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
Sectio	n V. Special Conditions of Contract	23
	n VI. Schedule of Requirements	
	n VII. Technical Specifications	
	n VIII. Checklist of Technical and Financial Documents	
\sim \sim \sim \sim \sim	- , Chound of foundation and findicial positions (1000)	

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 the PROCUREMENT OF FOOD ITEMS FOR DSWD FOIX SFP 14TH CYCLE IMPLEMENTATION IN ZAMBO DEL NORTE PROVINCE DISTRICT 2 ITB-2024-06-022

- 1. The Department of Social Welfare and Development (DSWD) Field Office IX, through the NGA, the General Appropriations Act 2023 intends to apply the sum of TWENTY-TWO MILLION, FIVE HUNDRED SEVENTY-NINE THOUSAND AND THIRTY PESO(S) AND ZERO HUNDREDTH(S) (Php ₱22,579,030.00) being the ABC to payments under the contract for the ITB-2024-06-022 PROCUREMENT OF FOOD ITEMS FOR DSWD FOIX SFP 14TH CYCLE IMPLEMENTATION IN ZAMBO DEL NORTE PROVINCE DISTRICT 2. 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 **Monday, June 24, 2024** 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 **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.
- 4. The Department of Social Welfare and Development (DSWD) Field Office IX will hold a Pre-Bid Conference¹ on 9:30am <u>July 2, 2024</u> Field Office IX, Zamboanga City and/or through video conferencing or webcasting via **Google_Meet** 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.
- 6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, **on or before 9:00am July 16, 2024** Late bids shall not be accepted.
- 7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 8. In case of a tie, the procuring entity may adopt and employ "draw lots" as the tie-breaking method to finally determine the single winning provider in accordance with GPPB Circular 06- 2005.
- 9. Bid opening shall be on 9:30am July 16, 2024 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. 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.
- 11. For further information, please refer to:

MA. SOCORRO S. MACASO
Chairperson Bids and Awards Committee
Department of Social Welfare and Development (DSWD) Field Office IX
General Vicente Alvarez St., Zamboanga City
bac.fo9@dswd.gov.ph
Tel. No. (062) 991-6030
https://fo9.dswd.gov.ph/

12. You may visit the following websites:

For downloading of Bidding Documents: https://fo9.dswd.gov.ph/procurement-advisory/procurement/public-bidding-2023 -2/

MA. SOCORRO S. MACASO

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 OF FOOD ITEMS FOR DSWD FOIX SFP 14TH CYCLE IMPLEMENTATION IN ZAMBO DEL NORTE PROVINCE DISTRICT 2 (ITB-2024-06-022).

The Procurement Project (referred to herein as "Project") is composed of **One** (1) lot , 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 2024 in the amount of TWENTY-TWO MILLION, FIVE HUNDRED SEVENTY-NINE THOUSAND AND THIRTY PESO(S) AND ZERO HUNDREDTH(S) (\$\P\$22,579,030.00)
- 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 the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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**.

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.

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.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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. Not Applicable
- 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 th	For this purpose, contracts similar to the Project shall be:										
	a.	Food Items										
	b.	completed within two (2) calc submission and receipt of bids.	•	rs prior t	o the deadline for	the						
7.1		Subcontracting is not	allowed.									
12		rice of the Goods shall be quote cable International Commercial T				the						
14.1		oid security shall be in the form llowing forms and amounts:	of a Bid S	Securing 1	Declaration, or any	of						
	a. b.	equivalent to two percent (2) cashier's/manager's check, bar credit; or The amount of not less than equivalent to five percent (5)	%) of AB@ nk draft/gu Php ₱1,12	CJ, if bionarantee of 28,951.50	d security is in cast in cast irrevocable letter [Indicate the among	sh, of unt						
19.3		Bond.										
19.5	No.	LOT 1	Qty	UOM	ABC							
					₱22,579,030.00							
	1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality) 25kls.	4,299	sack								
	2	Cooking Oil (Vegetable with label) at least 500ml/	8,510	pouch								
	3	Corned Beef at least 150grams/	5,277	can								
	4	Sardines, Tomato Sauce (not Spicy) at least 155grams	15,832	can								

5	Evaporated Milk at least 370ml	11,589	can	
6	Soy Sauce 100ml	9,631	pouch	
7	Cheese 165 grams	5,277	box	
8	Odong 20 grams (individually packed)	42,220	sachet	
9	Spaghetti Noodles 400 grams/	5,278	pack	
10	Spaghetti Sauce (Filipino style) 500 grams/	5,278	pack	
11	Pancit Canton Noodles (Egg Noodles) atleast 225 grams	5,278	pack	
12	Elbow Macaroni at least 200 grams/	5,278	pack	
13	Bihon at least 227 grams/	5,278	pack	
14	Pancake Mix atleast 480 grams/	5,278	box	
15	Pineapple Tidbits 115 grams/	5,278	pouch	
16	Cocoa Powder atleast 15 grams/ sachet	42,220	sachet	
17	All purpose Flour at least 250 grams/	15,832	pack	
18	Whole Dressed Chicken (Halal) (individually wrapped per kilo)	32,984	kilo	
19	Fresh Egg, Small (at least 42.5 grams)	110,827	pcs	
20	Potato (at least medium size atleast 5cm in lenght)	5,278	kilo	
21	Carrots (at least medium size atleast 12cm in lenght)	4,539	kilo	
22	Green Monggo grains	1,979	kilo	
	NOTHING FOLLOWS			
	•			

[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: Upon all documents are complete and in order."
 - 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 Num ber	Description	Quan- tity	Unit	Total	Date of Delivery
				₱22,579,030. 00	15 DAYS UPON
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality) 25kls.	4,299	sack		RECEIPT OF NTP SEE SCHEDULE OF
2	Cooking Oil (Vegetable with label) at least 500ml/	8,510	pouch		DELIVERY
3	Corned Beef at least 150grams/	5,277	can		
4	Sardines, Tomato Sauce (not Spicy) at least 155grams	15,832	can		
5	Evaporated Milk at least 370ml	11,589	can		
6	Soy Sauce 100ml	9,631	pouch		
7	Cheese 165 grams	5,277	box		
8	Odong 20 grams (individually packed)	42,220	sachet		
9	Spaghetti Noodles 400 grams/	5,278	pack		
10	Spaghetti Sauce (Filipino style) 500 grams/	5,278	pack		
11	Pancit Canton Noodles (Egg Noodles) atleast 225 grams	5,278	pack		
12	Elbow Macaroni at least 200 grams/	5,278	pack		
13	Bihon at least 227 grams/	5,278	pack		
14	Pancake Mix atleast 480 grams/	5,278	box		
15	Pineapple Tidbits 115 grams/	5,278	pouch		
16	Cocoa Powder atleast 15 grams/ sachet	42,220	sachet		

17	All purpose Flour at least 250 grams/	15,832	pack	
18	Whole Dressed Chicken (Halal) (individually wrapped per kilo)	32,984	kilo	
19	Fresh Egg, Small (at least 42.5 grams)	110,827	pcs	
20	Potato (at least medium size atleast 5cm in lenght)	5,278	kilo	
21	Carrots (at least medium size atleast 12cm in lenght)	4,539	kilo	
22	Green Monggo grains	1,979	kilo	

Schedule of Delivery

DELIVERY IS EVERY 15 DAYS/2 WEEKS

	JOSE DALMAN		1st	2nd	3rd	4th	5th	6th
TOTAL								
QTY	DESCRIPTION	UNIT						
293	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality) 25kls.	sack	48	49	49	49	49	49
581	Cooking Oil (Vegetable with label) at least 500ml/	pouch	96	97	97	97	97	97
360	Corned Beef at least 150grams/	can	60	60	60	60	60	60
1,080	Sardines, Tomato Sauce (not Spicy) at least 155grams	can	180	180	180	180	180	180
791	Evaporated Milk at least 370ml	can	131	132	132	132	132	132
657	Soy Sauce 100ml	pouch	109	109	109	110	110	110
360	Cheese 165 grams	box	60	60	60	60	60	60
2,880	Odong 20 grams (individually packed)	sachet	480	480	480	480	480	480
360	Spaghetti Noodles 400 grams/	pack	60	60	60	60	60	60
360	Spaghetti Sauce (Filipino style) 500 grams/	pack	60	60	60	60	60	60
360	Pancit Canton Noodles (Egg Noodles) atleast 225 grams	pack	60	60	60	60	60	60
360	Elbow Macaroni at least 200 grams/	pack	60	60	60	60	60	60

360	Bihon at least 227 grams/	pack	60	60	60	60	60	60
360	Pancake Mix atleast 480 grams/	box	60	60	60	60	60	60
360	Pineapple Tidbits 115 grams/	pouch	60	60	60	60	60	60
2,880	Cocoa Powder atleast 15 grams/ sachet	sachet	480	480	480	480	480	480
1,080	All purpose Flour at least 250 grams/	pack	180	180	180	180	180	180
2,250	Whole Dressed Chicken (Halal)	kilo	375	375	375	375	375	375
	(individually wrapped per kilo)							
7,560	Fresh Egg, Small (at least 42.5 grams)	pcs	1,260	1,260	1,260	1,260	1,260	1,260
360	Potato (at least medium size atleast 5cm in lenght)	kilo	60	60	60	60	60	60
	Carrots (at least medium size atleast		51	51	52	52	52	52
310	12cm in lenght)	kilo		J.				
135	Green Monggo grains	kilo	22	22	22	23	23	23

	KATIPUNAN		1st	2nd	3rd	4th	5th	6th
TOTAL								
QTY	DESCRIPTION	UNIT						
	Commercial Rice							
536	(preferably locally produced, at least	sack	89	89	89	89	90	90
	80% whole long-grain, and with good							
	cooking quality) 25kls.							
	Cooking Oil (Vegetable with label) at		176	177	177	177	177	177
1,061	least 500ml/	pouch	400	400	440	110	440	440
658	Corned Beef at least 150grams/	can	109	109	110	110	110	110
4.074	Sardines, Tomato Sauce (not Spicy) at		329	329	329	329	329	329
1,974	least 155grams	can						
1,445	Evaporated Milk at least 370ml	can	240	241	241	241	241	241
1,201	Soy Sauce 100ml	pouch	200	200	200	200	200	201
658	Cheese 165 grams	box	109	109	110	110	110	110
5,264	Odong 20 grams (individually packed)	sachet	877	877	877	877	878	878
658	Spaghetti Noodles 400 grams/	pack	109	109	110	110	110	110
	Spaghetti Sauce (Filipino style) 500		100	100	110	110	110	110
658	grams/	pack	109	109	110	110	110	110
	Pancit Canton Noodles (Egg Noodles)		100	100	110	110	110	110
658	atleast 225 grams	pack	109	109	110	110	110	110
658	Elbow Macaroni at least 200 grams/	pack	109	109	110	110	110	110
658	Bihon at least 227 grams/	pack	109	109	110	110	110	110
658	Pancake Mix atleast 480 grams/	box	109	109	110	110	110	110
658	Pineapple Tidbits 115 grams/	pouch	109	109	110	110	110	110
5,264	Cocoa Powder atleast 15 grams/ sachet	sachet	877	877	877	877	878	878

1,974	All purpose Flour at least 250 grams/	pack	329	329	329	329	329	329
4,112	Whole Dressed Chicken (Halal) (individually wrapped per kilo)	kilo	685	685	685	685	686	686
13,818	Fresh Egg, Small (at least 42.5 grams)	pcs	2,303	2,303	2,303	2,303	2,303	2,303
658	Potato (at least medium size atleast 5cm in lenght)	kilo	109	109	110	110	110	110
566	Carrots (at least medium size atleast 12cm in lenght)	kilo	94	94	94	94	95	95
247	Green Monggo grains	kilo	41	41	41	41	41	42

	MANUKAN		1st	2nd	3rd	4th	5th	6th
TOTAL								
QTY	DESCRIPTION	UNIT						
522	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality) 25kls.	sack	87	87	87	87	87	87
1,033	Cooking Oil (Vegetable with label) at least 500ml/	pouch	172	172	172	172	172	173
641	Corned Beef at least 150grams/	can	106	107	107	107	107	107
1,922	Sardines, Tomato Sauce (not Spicy) at least 155grams	can	320	320	320	320	321	321
1,407	Evaporated Milk at least 370ml	can	234	234	234	235	235	235
1,169	Soy Sauce 100ml	pouch	194	195	195	195	195	195
641	Cheese 165 grams	box	106	107	107	107	107	107
5,126	Odong 20 grams (individually packed)	sachet	854	854	854	854	855	855
641	Spaghetti Noodles 400 grams/	pack	106	107	107	107	107	107
641	Spaghetti Sauce (Filipino style) 500 grams/	pack	106	107	107	107	107	107
641	Pancit Canton Noodles (Egg Noodles) atleast 225 grams	pack	106	107	107	107	107	107
641	Elbow Macaroni at least 200 grams/	pack	106	107	107	107	107	107
641	Bihon at least 227 grams/	pack	106	107	107	107	107	107
641	Pancake Mix atleast 480 grams/	box	106	107	107	107	107	107
641	Pineapple Tidbits 115 grams/	pouch	106	107	107	107	107	107
5,126	Cocoa Powder atleast 15 grams/ sachet	sachet	854	854	854	854	855	855
1,922	All purpose Flour at least 250 grams/	pack	320	320	320	320	321	321
4,005	Whole Dressed Chicken (Halal) (individually wrapped per kilo)	kilo	667	667	667	668	668	668
13,456	Fresh Egg, Small (at least 42.5 grams)	pcs	2,242	2,242	2,243	2,243	2,243	2,243

641	Potato (at least medium size atleast 5cm in lenght)	kilo	106	107	107	107	107	107
551	Carrots (at least medium size atleast 12cm in lenght)	kilo	91	92	92	92	92	92
240	Green Monggo grains	kilo	40	40	40	40	40	40

	MANUEL ROXAS		1st	2nd	3rd	4th	5th	6th
TOTAL								
QTY	DESCRIPTION	UNIT						
	Commercial Rice							
410	(preferably locally produced, at least	sack	68	68	68	68	69	69
-	80% whole long-grain, and with good							
	cooking quality) 25kls.							
	Cooking Oil (Vegetable with label) at		135	135	135	135	135	136
811	least 500ml/	pouch						
503	Corned Beef at least 150grams/	can	83	84	84	84	84	84
	Sardines, Tomato Sauce (not Spicy) at		251	251	251	251	252	252
1,508	least 155grams	can						
1,104	Evaporated Milk at least 370ml	can	184	184	184	184	184	184
918	Soy Sauce 100ml	pouch	153	153	153	153	153	153
503	Cheese 165 grams	box	83	84	84	84	84	84
4,022	Odong 20 grams (individually packed)	sachet	670	670	670	670	671	671
503	Spaghetti Noodles 400 grams/	pack	83	84	84	84	84	84
	Spaghetti Sauce (Filipino style) 500		83	84	84	84	84	84
503	grams/	pack	63	04	04	04	04	04
	Pancit Canton Noodles (Egg Noodles)		83	84	84	84	84	84
503	atleast 225 grams	pack	65	04	04	04	04	04
503	Elbow Macaroni at least 200 grams/	pack	83	84	84	84	84	84
503	Bihon at least 227 grams/	pack	83	84	84	84	84	84
503	Pancake Mix atleast 480 grams/	box	83	84	84	84	84	84
503	Pineapple Tidbits 115 grams/	pouch	83	84	84	84	84	84
4,022	Cocoa Powder atleast 15 grams/ sachet	sachet	670	670	670	670	671	671
1,508	All purpose Flour at least 250 grams/	pack	251	251	251	251	252	252
2 1 42	Whole Dressed Chicken (Halal)	kile	F22	F33	F 2 4	F24	F24	F 2 4
3,142	(individually wrapped per kilo)	kilo	523	523	524	524	524	524
10,559	Fresh Egg, Small (at least 42.5 grams)	pcs	1,759	1,760	1,760	1,760	1,760	1,760
	Potato (at least medium size atleast 5cm		02	0.4	0.4	0.4	0.4	0.4
503	in lenght)	kilo	83	84	84	84	84	84
	Carrots (at least medium size atleast		72	72	72	72	72	72
432	12cm in lenght)	kilo	72	72	72	72	72	72

	SIAYAN		1st	2nd	3rd	4th	5th	6th
TOTAL QTY	DESCRIPTION	UNIT						
407	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good	sack	67	68	68	68	68	68
806	cooking quality) 25kls. Cooking Oil (Vegetable with label) at least 500ml/	pouch	134	134	134	134	135	135
500	Corned Beef at least 150grams/	can	83	83	83	83	84	84
1,500	Sardines, Tomato Sauce (not Spicy) at least 155grams	can	250	250	250	250	250	250
1,098	Evaporated Milk at least 370ml	can	183	183	183	183	183	183
912	Soy Sauce 100ml	pouch	152	152	152	152	152	152
500	Cheese 165 grams	box	83	83	83	83	84	84
4,000	Odong 20 grams (individually packed)	sachet	666	666	667	667	667	667
500	Spaghetti Noodles 400 grams/	pack	83	83	83	83	84	84
500	Spaghetti Sauce (Filipino style) 500 grams/	pack	83	83	83	83	84	84
500	Pancit Canton Noodles (Egg Noodles) atleast 225 grams	pack	83	83	83	83	84	84
500	Elbow Macaroni at least 200 grams/	pack	83	83	83	83	84	84
500	Bihon at least 227 grams/	pack	83	83	83	83	84	84
500	Pancake Mix atleast 480 grams/	box	83	83	83	83	84	84
500	Pineapple Tidbits 115 grams/	pouch	83	83	83	83	84	84
4,000	Cocoa Powder atleast 15 grams/ sachet	sachet	666	666	667	667	667	667
1,500	All purpose Flour at least 250 grams/	pack	250	250	250	250	250	250
3,125	Whole Dressed Chicken (Halal) (individually wrapped per kilo)	kilo	520	521	521	521	521	521
10,500	Fresh Egg, Small (at least 42.5 grams)	pcs	1,750	1,750	1,750	1,750	1,750	1,750
500	Potato (at least medium size atleast 5cm in lenght)	kilo	83	83	83	83	84	84
430	Carrots (at least medium size atleast 12cm in lenght)	kilo	71	71	72	72	72	72
187	Green Monggo grains	kilo	31	31	31	31	31	32

	SINDANGAN		1st	2nd	3rd	4th	5th	6th
TOTAL QTY	DESCRIPTION	UNIT						
	Commercial Rice							
1,088	(preferably locally produced, at least 80% whole long-grain, and with good cooking quality) 25kls.	sack	181	181	181	181	182	182
2,154	Cooking Oil (Vegetable with label) at least 500ml/	pouch	359	359	359	359	359	359
1,335	Corned Beef at least 150grams/	can	222	222	222	223	223	223
4,008	Sardines, Tomato Sauce (not Spicy) at least 155grams	can	668	668	668	668	668	668
2,934	Evaporated Milk at least 370ml	can	489	489	489	489	489	489
2,438	Soy Sauce 100ml	pouch	406	406	406	406	407	407
1,335	Cheese 165 grams	box	222	222	222	223	223	223
10,688	Odong 20 grams (individually packed)	sachet	1,781	1,781	1,781	1,781	1,782	1,782
1,336	Spaghetti Noodles 400 grams/	pack	222	222	223	223	223	223
1,336	Spaghetti Sauce (Filipino style) 500 grams/	pack	222	222	223	223	223	223
1,336	Pancit Canton Noodles (Egg Noodles) atleast 225 grams	pack	222	222	223	223	223	223
1,336	Elbow Macaroni at least 200 grams/	pack	222	222	223	223	223	223
1,336	Bihon at least 227 grams/	pack	222	222	223	223	223	223
1,336	Pancake Mix atleast 480 grams/	box	222	222	223	223	223	223
1,336	Pineapple Tidbits 115 grams/	pouch	222	222	223	223	223	223
10,688	Cocoa Powder atleast 15 grams/ sachet	sachet	1,781	1,781	1,781	1,781	1,782	1,782
4,008	All purpose Flour at least 250 grams/	pack	668	668	668	668	668	668
8,350	Whole Dressed Chicken (Halal) (individually wrapped per kilo)	kilo	1,391	1,391	1,392	1,392	1,392	1,392
28,055	Fresh Egg, Small (at least 42.5 grams)	pcs	4,675	4,676	4,676	4,676	4,676	4,676
1,336	Potato (at least medium size atleast 5cm in lenght)	kilo	222	222	223	223	223	223
1,149	Carrots (at least medium size atleast 12cm in lenght)	kilo	191	191	191	192	192	192
501	Green Monggo grains	kilo	83	83	83	84	84	84

	DIPOLOG CITY		1st	2nd	3rd	4th	5th	6th
TOTAL								
QTY	DESCRIPTION	UNIT						

1,043	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality) 25kls.	sack	173	174	174	174	174	174
2,064	Cooking Oil (Vegetable with label) at least 500ml/	pouch	344	344	344	344	344	344
1,280	Corned Beef at least 150grams/	can	213	213	213	213	214	214
3,840	Sardines, Tomato Sauce (not Spicy) at least 155grams	can	640	640	640	640	640	640
2,810	Evaporated Milk at least 370ml	can	468	468	468	468	469	469
2,336	Soy Sauce 100ml	pouch	389	389	389	389	390	390
1,280	Cheese 165 grams	box	213	213	213	213	214	214
10,240	Odong 20 grams (individually packed)	sachet	1,706	1,706	1,707	1,707	1,707	1,707
1,280	Spaghetti Noodles 400 grams/	pack	213	213	213	213	214	214
1,280	Spaghetti Sauce (Filipino style) 500 grams/	pack	213	213	213	213	214	214
1,280	Pancit Canton Noodles (Egg Noodles) atleast 225 grams	pack	213	213	213	213	214	214
1,280	Elbow Macaroni at least 200 grams/	pack	213	213	213	213	214	214
1,280	Bihon at least 227 grams/	pack	213	213	213	213	214	214
1,280	Pancake Mix atleast 480 grams/	box	213	213	213	213	214	214
1,280	Pineapple Tidbits 115 grams/	pouch	213	213	213	213	214	214
10,240	Cocoa Powder atleast 15 grams/ sachet	sachet	1,706	1,706	1,707	1,707	1,707	1,707
3,840	All purpose Flour at least 250 grams/	pack	640	640	640	640	640	640
8,000	Whole Dressed Chicken (Halal) (individually wrapped per kilo)	kilo	1,333	1,333	1,333	1,333	1,334	1,334
26,879	Fresh Egg, Small (at least 42.5 grams)	pcs	4,479	4,480	4,480	4,480	4,480	4,480
1,280	Potato (at least medium size atleast 5cm in lenght)	kilo	213	213	213	213	214	214
1,101	Carrots (at least medium size atleast 12cm in lenght)	kilo	183	183	183	184	184	184
480	Green Monggo grains	kilo	80	80	80	80	80	80

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

It e m	Specification	qty	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
	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.]
<u> </u>	1 1

	O : I.D.		
1	Commercial Rice (preferably locally produced, at least 80% whole long-grain, and with good cooking quality) 25kls.	4,299	sack
2	Cooking Oil (Vegetable with label) at least 500ml/	8,510	pouch
3	Corned Beef at least 150grams/	5,277	can
4	Sardines, Tomato Sauce (not Spicy) at least 155grams	15,832	can
5	Evaporated Milk at least 370ml	11,589	can
6	Soy Sauce 100ml	9,631	pouch
7	Cheese 165 grams	5,277	box
8	Odong 20 grams (individually packed)	42,220	sachet
9	Spaghetti Noodles 400 grams/	5,278	pack
10	Spaghetti Sauce (Filipino style) 500 grams/	5,278	pack
11	Pancit Canton Noodles (Egg Noodles) atleast 225 grams	5,278	pack
12	Elbow Macaroni at least 200 grams/	5,278	pack
13	Bihon at least 227 grams/	5,278	pack
14	Pancake Mix atleast 480 grams/	5,278	box
15	Pineapple Tidbits 115 grams/	5,278	pouch
16	Cocoa Powder atleast 15 grams/ sachet	42,220	sachet
17	All purpose Flour at least 250 grams/	15,832	pack

18	Whole Dressed Chicken (Halal) (individually wrapped per kilo)	32,984	kilo
19	Fresh Egg, Small (at least 42.5 grams)	110,827	pcs
20	Potato (at least medium size atleast 5cm in lenght)	5,278	kilo
21	Carrots (at least medium size atleast 12cm in lenght)	4,539	kilo
22	Green Monggo grains	1,979	kilo
	PACKAGING: Containment: The container must enclose the products in a		
	convenient units/box for handling and distribution The package must protect the products from mechanical damage and poor environmental conditions during handling and distribution All products packaging should have its original label		
	Date of expiration: or Use by Date:		
	with Certified Halal Logo in the Label/ or Certification		
	- all products must have a shelf life of at least 4 months before expiration during delivery		
	Strictly follow item specification of goods in quantity and qualify		
	Inspection and Acceptance:		
	In the presence of the designated Inspectorate Person and End - User		

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

□ (a) Valid and <u>Updated</u> 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**
 - The supporting document required is at least one of the following;
 - (1) Certificate of Acceptance (Issued by the End-User)
 - (2) Official Receipt
 - (3) Sales Invoice
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>or</u>

Original copy of Notarized Bid Securing Declaration; and

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

- (Must be individually complied in each parameter of specification
- Must present/attach list of (brand name) of products offered during the Bid Opening; 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 (CLC) from a Universal or Commercial Bank in lieu of its NFCC computation. (CLC must be effective upon Bid Opening).

Class "B" Documents

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

<u>or</u>

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

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

- □ 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**
- ☐ Original of duly signed and accomplished Price Schedule(s).

