

PHILIPPINE BIDDING DOCUMENTS

SUPPLY AND DELIVERY OF FRESH, RAW FOOD SUPPLIES FOR SCHOOLS SERVING HOTMEALS FOR THE IMPLEMENTATION OF SBFY SY 2024-2025 (REBID)

Purchase Request No. DSC-24-09-171

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	5
Section I. Invitation to Bid	8
Section II. Instructions to Bidders	16
1. Scope of Bid	17
2. Funding Information	17
3. Bidding Requirements	17
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.	18
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	18
5. Eligible Bidders	18
6. Origin of Goods	19
7. Subcontracts	19
8. Pre-Bid Conference	19
9. Clarification and Amendment of Bidding Documents	19
10. Documents comprising the Bid: Eligibility and Technical Components	20
11. Documents comprising the Bid: Financial Component	20
12. Bid Prices	21
13. Bid and Payment Currencies	21
14. Bid Security	22
15. Sealing and Marking of Bids	22
16. Deadline for Submission of Bids	22
17. Opening and Preliminary Examination of Bids	23
18. Domestic Preference	23
19. Detailed Evaluation and Comparison of Bids	23
20. Post-Qualification	24
21. Signing of the Contract	24
Section III. Bid Data Sheet	26
Section IV. General Conditions of Contract	29
1. Scope of Contract	30
2. Advance Payment and Terms of Payment	30
3. Performance Security	30
4. Inspection and Tests	31
5. Warranty	31
6. Liability of the Supplier	31
Section V. Special Conditions of Contract	32
Section VI. Schedule of Requirements	37

Section VIII. Checklist of Technical and Financial Documents	52
Bid Form for the Procurement of Goods	62
BID FORM	62

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

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.



Republic of the Philippines
Department of Education
Region XII
SCHOOLS DIVISION OF SOUTH COTABATO
City of Koronadal

INVITATION TO BID
FOR
SUPPLY AND DELIVERY OF FRESH, RAW FOOD SUPPLIES FOR
SCHOOLS SERVING HOTMEALS FOR THE IMPLEMENTATION OF
SBFP- SCHOOL MILK FEEDING PROGRAM SY 2024-2025

1. The *DepEd-Schools Division of South Cotabato*, through the *General Appropriations Act (GAA) FY 2024* intends to apply the sum of:
Lot 1 – Two Million Twenty Four Thousand Seven Hundred Four Pesos (Php 2,024,704.00)
Lot 2 – Three Million Six Hundred Thirty Four Thousand Forty Eight Pesos (Php 3,634,048.00)
Lot 3 – One Million Four Hundred Ninety-Three Thousand Eight Hundred Eighty Eight Pesos (Php 1,493,888.00)
Lot 4 – One Million Nine Hundred Thousand Eight Hundred Eighty Eight Pesos (Php 1,900,888.00)
Lot 5 – One Million Six Hundred Sixty Nine Thousand Eight Hundred Eighty Eight Pesos (Php 1,669,888.00)
Lot 6 – Seven Hundred Fifty Six Thousand Ninety Six Pesos (Php 756,096.00)
Lot 7 – One Million Four Hundred Thirteen Thousand Six Hundred Thirty Two Pesos (Php 1,413,632.00)
Lot 8 – One Million Two Hundred Fifteen Thousand One Hundred Four Pesos (Php 1,215,104.00)
Lot 9 – One Million Five Hundred Fifty Three Thousand Twenty Four Pesos (Php 1,553,024.00)
Lot 10 – One Million One Hundred Twenty Seven Thousand Eight Hundred Eight Pesos (Php 1,127,808.00)

being the ABC to payments under the contract for *Supply and Delivery of Fresh, Raw Food Supplies for Schools serving Hotmeals for the Implementation of SBFP- School Milk Feeding Program SY 2024-2025(Rebid) (Ref. No. DSC-24-09-171) 10 Lots*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Project Description	Unit of Measure	Quantity	Unit cost	ABC
	Supply and Delivery of Fresh, Raw Food Supplies for Schools Serving Hotmeals for the				

Implementation of SBFP-School Milk Feeding Program SY 2024-2025					
Lot	Banga Area	1			2,024,704.00
	Fresh Fish, small to medium size	2,472	kg	215.00	
	Whole Dressed Chicken	2,472	kg	220.00	
	Local Well-Milled Rice	4,944	kg	42.00	
	Fresh Egg, medium	15,360	pc	7.10	
	Monggo Beans	1,848	kg	80.00	
	Garlic, Taiwan	1,176	kg	196.00	
	Onion, medium	1,176	kg	130.00	
	Tomato, Fresh unripe or semi ripe	344	kg	33.20	
	Iodized Salt, packed	464	kg	35.00	
	Soysauce, packed/bottled	227,200	ml	57.95	
	Cane Vinegar, packed/bottled	227,200	ml	45.06	
	Cooking Oil, packed/bottled	600	kg	84.00	
Lot	Lake Sebu Area	2			3,634,048.00
	Fresh Fish, small to medium size	4,488	kg	211.00	
	Whole Dressed Chicken	4,488	kg	220.00	
	Local Well-Milled Rice	8,976	kg	2,100.00	
	Fresh Egg, medium	27,584	pc	7.10	
	Monggo Beans	3,328	kg	80.00	
	Garlic, Taiwan	2,080	kg	196.00	
	Onion, medium	2,080	kg	130.00	
	Tomato, Fresh unripe or semi ripe	568	kg	35.00	
	Iodized Salt, packed	816	kg	35.00	
	Soysauce, packed/bottled	412,800	ml	60.14	
	Cane Vinegar, packed/bottled	412,800	ml	44.99	
	Cooking Oil, packed/bottled	1,080	kg	84	
Lot	Norala Area	3			1,493,888.00
	Fresh Fish, small to medium size	1,824	kg	214.50	
	Whole Dressed Chicken	1,824	kg	220.00	
	Local Well-Milled Rice	3,648	kg	2,100.00	
	Fresh Egg, medium	11,392	pc	7.10	
	Monggo Beans	1,368	kg	80.00	
	Garlic, Taiwan	856	kg	196.00	
	Onion, medium	856	kg	130.00	
	Tomato, Fresh unripe or semi ripe	328	kg	35.10	
	Iodized Salt, packed	328	kg	35.00	
	Soysauce, packed/bottled	169,600	ml	58.00	
	Cane Vinegar, packed/bottled	169,600	ml	45.00	
	Cooking Oil, packed/bottled	456	kg	84.00	
Lot	Polomolok Area	4			1,900,888.00
	Fresh Fish, small to medium size	2,312	kg	213.50	
	Whole Dressed Chicken	2,312	kg	220.00	
	Local Well-Milled Rice	4,624	kg	2,100.00	
	Fresh Egg, medium	14,528	pc	7.10	
	Monggo Beans	1,728	kg	80.00	
	Garlic, Taiwan	1,104	kg	196.00	
	Onion, medium	1,104	kg	130.00	
	Tomato, Fresh unripe or semi ripe	440	kg	36.22	

	Iodized Salt, packed	440	kg	35.00	
	Soysauce, packed/bottled	220,800	ml	58.00	
	Cane Vinegar, packed/bottled	220,800	ml	45.00	
	Cooking Oil, packed/bottled	584	kg	84.00	
Lot	Surallah Area	5			1,669,888.00
	Fresh Fish, small to medium size	2,032	kg	61.00	
	Whole Dressed Chicken	2,032	kg	60.50	
	Local Well-Milled Rice	4,064	kg	2,100.00	
	Fresh Egg, medium	12,672	pc	7.00	
	Monggo Beans	1,512	kg	80.00	
	Garlic, Taiwan	960	kg	196.00	
	Onion, medium	960	kg	130.00	
	Tomato, Fresh unripe or semi ripe	368	kg	35.00	
	Iodized Salt, packed	368	kg	35.00	
	Soysauce, packed/bottled	195,200	ml	58.00	
	Cane Vinegar, packed/bottled	195,200	ml	45.00	
	Cooking Oil, packed/bottled	512	kg	84.00	
Lot	Tampakan Area	6			756,096.00
	Fresh Fish, small to medium size	928	kg	212.80	
	Whole Dressed Chicken	928	kg	220.00	
	Local Well-Milled Rice	1,856	kg	2,100.00	
	Fresh Egg, medium	5,728	pc	7.10	
	Monggo Beans	688	kg	80.00	
	Garlic, Taiwan	432	kg	196.00	
	Onion, medium	432	kg	130.00	
	Tomato, Fresh unripe or semi ripe	184	kg	35.23	
	Iodized Salt, packed	184	kg	35.00	
	Soysauce, packed/bottled	86,400	ml	58.00	
	Cane Vinegar, packed/bottled	86,400	ml	45.00	
	Cooking Oil, packed/bottled	216	kg	84.00	
Lot	Tantangan Area	7			1,413,632.00
	Fresh Fish, small to medium size	1,728	kg	216.00	
	Whole Dressed Chicken	1,728	kg	220.00	
	Local Well-Milled Rice	3,456	kg	2,100.00	
	Fresh Egg, medium	10,752	pc	7.10	
	Monggo Beans	1,256	kg	80.00	
	Garlic, Taiwan	808	kg	196.00	
	Onion, medium	808	kg	130.00	
	Tomato, Fresh unripe or semi ripe	320	kg	36.09	
	Iodized Salt, packed	320	kg	35.00	
	Soysauce, packed/bottled	160,000	ml	58.00	
	Cane Vinegar, packed/bottled	160,000	ml	45.00	
	Cooking Oil, packed/bottled	424	kg	84.00	
Lot	Tboli East Area	8			1,215,104.00
	Fresh Fish, small to medium size	1,496	kg	212.65	
	Whole Dressed Chicken	1,496	kg	220.00	
	Local Well-Milled Rice	2,992	kg	2,100.00	
	Fresh Egg, medium	9,184	pc	7.10	
	Monggo Beans	1,096	kg	80.00	
	Garlic, Taiwan	688	kg	196.00	

	Onion, medium	688	kg	130.00	
	Tomato, Fresh unripe or semi ripe	280	kg	35.02	
	Iodized Salt, packed	280	kg	35.00	
	Soysauce, packed/bottled	140,800	ml	58.00	
	Cane Vinegar, packed/bottled	140,800	ml	45.00	
	Cooking Oil, packed/bottled	368	kg	84.00	
Lot	Tboli West Area	9			1,553,024.00
	Fresh Fish, small to medium size	1,888	kg	217.00	
	Whole Dressed Chicken	1,888	kg	220.00	
	Local Well-Milled Rice	3,776	kg	2,100.00	
	Fresh Egg, medium	11,744	pc	7.00	
	Monggo Beans	1,416	kg	80.00	
	Garlic, Taiwan	888	kg	196.00	
	Onion, medium	888	kg	130.00	
	Tomato, Fresh unripe or semi ripe	344	kg	36.07	
	Iodized Salt, packed	344	kg	35.00	
	Soysauce, packed/bottled	179,200	ml	58.00	
	Cane Vinegar, packed/bottled	179,200	ml	45.00	
	Cooking Oil, packed/bottled	480	kg	84.00	
Lot	Tupi Area	10			1,127,808.00
	Fresh Fish, small to medium size	1,368	kg	218.00	
	Whole Dressed Chicken	1,368	kg	220.00	
	Local Well-Milled Rice	2,736	kg	2,100.00	
	Fresh Egg, medium	8,576	pc	7.10	
	Monggo Beans	1,016	kg	80.00	
	Garlic, Taiwan	648	kg	196.00	
	Onion, medium	648	kg	130.00	
	Tomato, Fresh unripe or semi ripe	256	kg	38.77	
	Iodized Salt, packed	256	kg	35.00	
	Soysauce, packed/bottled	128,000	ml	58.00	
	Cane Vinegar, packed/bottled	128,000	ml	45.00	
	Cooking Oil, packed/bottled	336	kg	84.00	
	Packaging Specifications:				
	1. All raw food supplies must be delivered fresh or frozen, unspoiled, no malodor through an approved delivery vehicle (closed, chiller van) at designated dropping points				
	2. Ration should be delivered every Monday based on the menu for the week before 6:00 but not later than 8:00 AM in the dropping points				
	3. Each food items should be packed individually based on the quantity required for a week then combined in one packaging. Packaging should be labeled with Name of School, Name of every food items, and Quantity				

	<p>delivered. Packaging is preferably sealed in sako bag with handle. Name of each school should be written visibly for easy identification. No sorting and weighing of food items at dropping points. All food items should be ready for pick up when at dropping points.</p> <p>Delivery Schedule: (Refer to End-User on the Date of Delivery)</p> <p>1ST Month – 4 times 2nd Month – 5 times 3rd Month – 4 times 4th Month – 2 times 5th Month – 4 times 6th Month – 4 times 7th Month – 4 times 8th Month – 2 times</p> <p>(see attached dropping points)</p>				
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2. The ***DepEd-Schools Division of South Cotabato*** now invites bids for the above Procurement Project. Delivery of the Goods/Services is required ***Sixty-Four (64) feeding days from the receipt of Notice to Proceed.*** Bidders should have completed, within ***three (3) 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 ***BAC Secretariat Office, DepEd-Schools Division of South Cotabato, Alunan Avenue, Koronadal City*** and inspect the Bidding Documents at the address given below during Mondays to Fridays, 8:00am to 5:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***October 19, 2024 to November 12, 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 Five Thousand Pesos (P5,000.00)each Lot (lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 7, Lot 8, Lot 9, Lot 10), ,***

and One Thousand Pesos (P1,000.00)for Lot 6 . The Procuring Entity shall allow the bidder to present its proof of payment for the fees to **BAC Office, DepEd–Schools Division of South Cotabato.**

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **DepEd-Schools Division of South Cotabato** will hold a Pre-Bid Conference¹ on **October 28, 2024, 10:00 AM** at **BAC Office, Schools Division of South Cotabato, Alunan Ave., Koronadal City** and/or through video conferencing or webcasting *via Google Meet or Zoom*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **November 12, 2024, 10:00 AM**. 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 **November 12, 2024, 10:00 AM**.at the given address below Bids and Awards Committee Office, DepEd Schools Division of South Cotabato, Alunan Avenue, Koronadal City and/or via Google Meet or Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **DepEd-Schools Division of South Cotabato** 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:

LEOMEL B. LEDDA
BAC Secretariat Head
DepEd-Schools Division of South Cotabato
Alunan Avenue, Koronadal City
Tel.no. 083 228 9224
Email address: bac.southcotabato@deped.gov.ph

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.

12. You may visit the following websites:

For downloading of Bidding Documents: <http://depedsouthcotabato.org/invitation-to-bid/>

For online bid submission: *email address:* bac.southcotabato@deped.gov.ph

(SGD)
LEVI B. BUTIHEN
BAC Chairperson

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, **DepEd-Schools Division of South Cotabato** wishes to receive Bids for the *Supply and Delivery of Fresh, Raw Foods Supplies for Schools serving Hotmeals for the Implementation of SBFP SY 2024-2025 (Rebid)*, with identification number *DSC-24-09-171*.

The Procurement Project (referred to herein as “Project”) is composed of *ten (10) lots*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *GAA 2024* in the amount of :

Lot 1 – Two Million Twenty Four Thousand Seven Hundred Four Pesos (Php 2,024,704.00)

Lot 2 – Three Million Six Hundred Thirty Four Thousand Forty Eight Pesos (Php 3,634,048.00)

Lot 3 – One Million Four Hundred Ninety-Three Thousand Eight Hundred Eighth Eight Pesos (Php 1,493,888.00)

Lot 4 – One Million Nine Hundred Thousand Eight Hundred Eighty Eight Pesos (Php 1,900,888.00)

Lot 5 – One Million Six Hundred Sixty Nine Thousand Eight Hundred Eighty Eight Pesos (Php 1,669,888.00)

Lot 6 – Seven Hundred Fifty Six Thousand Ninety Six Pesos (Php 756,096.00)

Lot 7 – One Million Four Hundred Thirteen Thousand Six Hundred Thirty Two Pesos (Php 1,413,632.00)

Lot 8 – One Million Two Hundred Fifteen Thousand One Hundred Four Pesos (Php 1,215,104.00)

Lot 9 – One Million Five Hundred Fifty Three Thousand Twenty Four Pesos (Php 1,553,024.00)

Lot 10 – One Million One Hundred Twenty Seven Thousand Eight Hundred Eight Pesos (Php 1,127,808.00)

2.2. The source of funding is:

- a. NGA, the National Expenditure Program.
SUB- ARO NO. DEPED-12-24-065

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 Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

b. 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.

c. 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 *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and

ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. 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 **October 28, 2024. 10:00 A.M at BAC Office, DepEd, School Division of South Cotabto, Alunan Ave., Koronadal City** and/or through videoconferencing/webcasting via Google Meet or Zoom 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 *[state relevant period as provided in paragraph 2 of the **IB**]* 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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 the **BDS**.
- 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 the **BDS**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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:
 - a. 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 until **120 days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the

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.

said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 17.3. Bidders submission of additional requirements will not be accepted after the opening of bids and shall be ground for disqualification.

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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's 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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the

case maybe. In this case, the Bid Security as required by **ITB** Clause 14 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. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* 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**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Supply and Delivery of Fresh, Raw Foods Supplies for Schools serving Hotmeals for the Implementation of SBFP SY 2024-2025</i> b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Not Applicable.</i>
12	The price of the Goods shall be quoted DDP <i>within the Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Lot 1 – Php 40,494.08, Lot 2 – Php 72,680.96, Lot 3 – Php 29,877.76, Lot 4 – 38,017.76, Lot 5 – 33,397.76, Lot 6 – Php 15,121.92, Lot 7 – Php 28, 272.64, Lot 8 – Php 24,302.08, Lot 9 – 31,060.48, Lot 10 – 22,556.16[(2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Lot 1- Php 101,235.20, Lot 2- Php 181,702.40, Lot 3- Php 74,694.40, Lot 4-Php 95,044.40, Lot 5 – Php83,494.40, Lot 5- 37,804.80, Lot 6- Php37,804.80, Lot 7- Php70,681.60, Lot 8- Php60,755.20, Lot 9 – Php77,651.20, Lot 10 – Php56,390.40 [(5%) of ABC] if bid security is in Surety Bond.
17.3	Bidders submission of additional requirements will not be accepted after the opening of bids and shall be ground for disqualification.
19.3	<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> <p>Supply and Delivery of Fresh, Raw Foods Supplies for Schools serving Hotmeals for the Implementation of SBFP SY 2024-2025 (Rebid)</p> <p><i>Lot 1 – Two Million Twenty Four Thousand Seven Hundred Four Pesos (Php 2,024,704.00)</i></p> <p><i>Lot 2 – Three Million Six Hundred Thirty Four Thousand Forty Eight Pesos (Php 3,634,048.00)</i></p> <p><i>Lot 3 – One Million Four Hundred Ninety-Three Thousand Eight Hundred Eighth Eight Pesos (Php 1,493,888.00)</i></p> <p><i>Lot 4 – One Million Nine Hundred Thousand Eight Hundred Eighty Eight Pesos (Php 1,900,888.00)</i></p>

	<p><i>Lot 5 – One Million Six Hundred Sixty Nine Thousand Eight Hundred Eighty Eight Pesos (Php 1,669,888.00)</i></p> <p><i>Lot 6 –Seven Hundred Fifty Six Thousand Ninety Six Pesos (Php756,096.00)</i></p> <p><i>Lot 7 – One Million Four Hundred Thirteen Thousand Six Hundred Thirty Two Pesos (Php 1,413,632.00)</i></p> <p><i>Lot 8 – One Million Two Hundred Fifteen Thousand One Hundred Four Pesos (Php 1,215,104.00)</i></p> <p><i>Lot 9 – One Million Five Hundred Fifty Three Thousand Twenty Four Pesos (Php 1,553,024.00)</i></p> <p><i>Lot 10 – One Million One Hundred Twenty Seven Thousand Eight Hundred Eight Pesos (Php 1,127,808.00)</i></p>
20.2	<i>Not Applicable</i>
21.2	<i>Not applicable.</i>

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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

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 to Venue: Within Schools Division of South Cotabato. 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 Venue: Per Municipality per dropping point o Schools Division of South Cotabato. 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 Mr. Angelo O. Facunla/Mr. Ray O. Lloren.</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; 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.

1. 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
2. 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 costs 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 per delivery schedule per municipalities per dropping points.

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.

	<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>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>Note: Packaging Specifications:</p> <ol style="list-style-type: none"> 1. All raw food supplies must be delivered fresh or frozen, unspoiled, no malodor through an approved delivery vehicle (closed, chiller van) at designated dropping points 2. Ration should be delivered every Monday based on the menu for the week before Dropping Time Schedule: 6:00 am but not later than 8:00 am 3. Each food items should be packed individually based on the quantity required for a week then combined in one packaging. Packaging should be labeled with Name of School, Name of every food items, and Quantity delivered. Packaging is preferably sealed in sako bag with handle. Name of each school should be written visibly for easy identification. No sorting and weighing of food items at dropping points. All food items should be ready for pick up when at dropping points.
	<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>
2.2	<p>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.</p>
4	<p>The inspections and tests that will be conducted are: <i>BAC Inspectorates</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.

Lot No.	Description	Quantity	UoM	Unit Cost	Total	Delivered Days
	Supply and Delivery of Fresh, Raw Food Supplies for Schools Serving Hotmeals for the Implementation of SBFP SY 2024-2025					64 Feeding Days
Lot	Supply and Delivery of Fresh, Raw Food Supplies for Schools Serving Hotmeals for the Implementation of SBFP SY 2024-2025 Banga Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled	1 2,472 2,472 4,944 15,360 1,848 1,176 1,176 344 464 227,200 227,200 600	 kg kg kg pc kg kg kg kg kg kg ml ml kg	 215.00 220.00 42.00 7.10 80.00 196.00 130.00 33.20 35.00 57.95 45.06 84.00	 2,024,704.00	
Lot	Lake Sebu Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled	2 4,488 4,488 8,976 27,584 3,328 2,080 2,080 568 816 412,800 412,800 1,080	 kg kg kg pc kg kg kg kg kg ml ml kg	 211.00 220.00 2,100.00 7.10 80.00 196.00 130.00 35.00 35.00 60.14 44.99 84	 3,634,048.00	
Lot	Norala Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium	3 1,824 1,824 3,648	 kg kg kg	 214.50 220.00 2,100.00	 1,493,888.00	

	Monggo Beans	11,392	pc	7.10		
	Garlic, Taiwan	1,368	kg	80.00		
	Onion, medium	856	kg	196.00		
	Tomato, Fresh unripe or semi ripe	856	kg	130.00		
	Iodized Salt, packed	328	kg	35.10		
	Soysauce, packed/bottled	328	kg	35.00		
	Cane Vinegar, packed/bottled	169,600	ml	58.00		
	Cooking Oil, packed/bottled	169,600	ml	45.00		
		456	kg	84.00		
	Polomolok Area					
Lot	Fresh Fish, small to medium size	4				1,900,888.00
	Whole Dressed Chicken	2,312	kg	213.50		
	Local Well-Milled Rice	2,312	kg	220.00		
	Fresh Egg, medium	4,624	kg	2,100.00		
	Monggo Beans	14,528	pc	7.10		
	Garlic, Taiwan	1,728	kg	80.00		
	Onion, medium	1,104	kg	196.00		
	Tomato, Fresh unripe or semi ripe	1,104	kg	130.00		
	Iodized Salt, packed	440	kg	36.22		
	Soysauce, packed/bottled	440	kg	35.00		
	Cane Vinegar, packed/bottled	220,800	ml	58.00		
	Cooking Oil, packed/bottled	220,800	ml	45.00		
		584	kg	84.00		
	Surallah Area					
Lot	Fresh Fish, small to medium size	5				1,669,888.00
	Whole Dressed Chicken	2,032	kg	61.00		
	Local Well-Milled Rice	2,032	kg	60.50		
	Fresh Egg, medium	4,064	kg	2,100.00		
	Monggo Beans	12,672	pc	7.00		
	Garlic, Taiwan	1,512	kg	80.00		
	Onion, medium	960	kg	196.00		
	Tomato, Fresh unripe or semi ripe	960	kg	130.00		
	Iodized Salt, packed	368	kg	35.00		
	Soysauce, packed/bottled	368	kg	35.00		
	Cane Vinegar, packed/bottled	195,200	ml	58.00		
	Cooking Oil, packed/bottled	195,200	ml	45.00		
		512	kg	84.00		
	Tampakan Area					
Lot	Fresh Fish, small to medium size	6				756,096.00
	Whole Dressed Chicken	928	kg	212.80		
	Local Well-Milled Rice	928	kg	220.00		
	Fresh Egg, medium	1,856	kg	2,100.00		
	Monggo Beans	5,728	pc	7.10		
	Garlic, Taiwan	688	kg	80.00		
	Onion, medium	432	kg	196.00		
	Tomato, Fresh unripe or semi ripe	432	kg	130.00		
	Iodized Salt, packed	184	kg	35.23		
	Soysauce, packed/bottled	184	kg	35.00		
	Cane Vinegar, packed/bottled	86,400	ml	58.00		
	Cooking Oil, packed/bottled	86,400	ml	45.00		
		216	kg	84.00		
	Tantangan Area					
Lot	Fresh Fish, small to medium size	7				1,413,632.00
	Whole Dressed Chicken	1,728	kg	216.00		

	Local Well-Milled Rice	1,728	kg	220.00		
	Fresh Egg, medium	3,456	kg	2,100.00		
	Monggo Beans	10,752	pc	7.10		
	Garlic, Taiwan	1,256	kg	80.00		
	Onion, medium	808	kg	196.00		
	Tomato, Fresh unripe or semi ripe	808	kg	130.00		
	Iodized Salt, packed	320	kg	36.09		
	Soysauce, packed/bottled	320	kg	35.00		
	Cane Vinegar, packed/bottled	160,000	ml	58.00		
	Cooking Oil, packed/bottled	160,000	ml	45.00		
		424	kg	84.00		
	Tboli East Area					
Lot	Fresh Fish, small to medium size	8				1,215,104.00
	Whole Dressed Chicken	1,496	kg	212.65		
	Local Well-Milled Rice	1,496	kg	220.00		
	Fresh Egg, medium	2,992	kg	2,100.00		
	Monggo Beans	9,184	pc	7.10		
	Garlic, Taiwan	1,096	kg	80.00		
	Onion, medium	688	kg	196.00		
	Tomato, Fresh unripe or semi ripe	688	kg	130.00		
	Iodized Salt, packed	280	kg	35.02		
	Soysauce, packed/bottled	280	kg	35.00		
	Cane Vinegar, packed/bottled	140,800	ml	58.00		
	Cooking Oil, packed/bottled	140,800	ml	45.00		
		368	kg	84.00		
	Tboli West Area					
Lot	Fresh Fish, small to medium size	9				1,553,024.00
	Whole Dressed Chicken	1,888	kg	217.00		
	Local Well-Milled Rice	1,888	kg	220.00		
	Fresh Egg, medium	3,776	kg	2,100.00		
	Monggo Beans	11,744	pc	7.00		
	Garlic, Taiwan	1,416	kg	80.00		
	Onion, medium	888	kg	196.00		
	Tomato, Fresh unripe or semi ripe	888	kg	130.00		
	Iodized Salt, packed	344	kg	36.07		
	Soysauce, packed/bottled	344	kg	35.00		
	Cane Vinegar, packed/bottled	179,200	ml	58.00		
	Cooking Oil, packed/bottled	179,200	ml	45.00		
		480	kg	84.00		
	Tupi Area					
Lot	Fresh Fish, small to medium size	10				1,127,808.00
	Whole Dressed Chicken	1,368	kg	218.00		
	Local Well-Milled Rice	1,368	kg	220.00		
	Fresh Egg, medium	2,736	kg	2,100.00		
	Monggo Beans	8,576	pc	7.10		
	Garlic, Taiwan	1,016	kg	80.00		
	Onion, medium	648	kg	196.00		
	Tomato, Fresh unripe or semi ripe	648	kg	130.00		
	Iodized Salt, packed	256	kg	38.77		
	Soysauce, packed/bottled	256	kg	35.00		
	Cane Vinegar, packed/bottled	128,000	ml	58.00		
	Cooking Oil, packed/bottled	128,000	ml	45.00		
		336	kg	84.00		
	Packaging Specifications:					

	<p>4. All raw food supplies must be delivered fresh or frozen, unspoiled, no malodor through an approved delivery vehicle (closed, chiller van) at designated dropping points</p> <p>5. Ration should be delivered every Monday based on the menu for the week Dropping Time Schedule: 6:00 am but not later than 8:00 am Each food items should be packed individually based on the quantity required for a week then combined in one packaging. Packaging should be labeled with Name of School, Name of every food items, and Quantity delivered. Packaging is preferably sealed in sako bag with handle. Name of each school should be written visibly for easy identification. No sorting and weighing of food items at dropping points. All food items should be ready for pick up when at dropping points.</p> <p>Delivery Schedule: (Refer to End-User on the Date of Delivery)</p> <p>(see attached dropping points)</p>					
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Technical Specifications

Lot	Specification	Statement of Compliance
Lot 1	<p>Supply and Delivery of Fresh, Raw Food Supplies for Schools Serving Hotmeals for the Implementation of SBFP SY 2024-2025</p> <p>Banga Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p>	<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 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></p>
Lot 2	<p>Lake Sebu Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p>	
Lot 3	<p>Norala Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan</p>	

Lot 4	<p>Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p> <p>Polomolok Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p>	
Lot 5	<p>Surallah Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p>	
Lot 6	<p>Tampakan Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled</p>	

	Cooking Oil, packed/bottled	
Lot 7	<p>Tantangan Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p>	
Lot 8	<p>Tboli East Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p>	
Lot 9	<p>Tboli West Area Fresh Fish, small to medium size Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p>	
	<p>Tupi Area Fresh Fish, small to medium size</p>	

<p>Lot 10</p>	<p>Whole Dressed Chicken Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p>	
<p>Lot 2</p>	<p>Packaging Specifications: 6. All raw food supplies must be delivered fresh or frozen, unspoiled, no malodor through an approved delivery vehicle (closed, chiller van) at designated dropping points 7. Ration should be delivered every Monday based on the menu for the week before 6:00-7:00 AM in the dropping points 8. Each food items should be packed individually based on the quantity required for a week then combined in one packaging. Packaging should be labeled with Name of School, Name of every food items, and Quantity delivered. Packaging is preferably sealed in sako bag with handle. Name of each school should be written visibly for easy identification. No sorting and weighing of food items at dropping points. All food items should be ready for pick up when at dropping points.</p> <p>Delivery Schedule: (Refer to End-User on the Date of Delivery) 1ST Month – 4 times 2nd Month – 5 times 3rd Month – 4 times</p>	

	<p>4th Month – 2 times 5th Month – 4 times 6th Month – 4 times 7th Month – 4 times 8th Month – 2 times</p> <p>(see attached dropping points)</p>	
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Dropping Point	Name of School to be dropped
E. Asion Integrated School	E. Asion Integrated School
Lambingi Elementary School	Kataan Elementary School
	Carlos Llasos Sr. Elementary School
	Lambingi Elementary School
	Lampari Elementary School
	Lamtabong Elementary School
Lamba Central Elementary School	Lamba Central Elementary School
	Lambukay Integrated School
Matlong Elementary School	Matlong Elementary School
	P. Septin Elementary School
San Jose Elementary School	San Jose Elementary School
Banga Central Elementary School	Banga Central Elementary School
	Cinco Integrated School
	Ebenezer Elementary School
	El Nonok Integrated School
	Lam-asam Elementary School
	Little Baguio Elementary School
	Punong Grande Elementary School

	Purok Rizal Elementary School
	Rang-ay Integrated School
	Rang-ay IS - Datu Rudy Pandong Ext
Malaya-A Elementary School	Malaya Elementary School
	Malaya-A Elementary School
	Lamkot Elementary School
San Vicente Elementary School	Aida B. Gonzales Elementary School
	San Vicente Elementary School
	Upong Elementary School
Purok Reyes Central Elementary School	Cristiano L. Ladot, Sr. Elementary School
	Purok Reyes Central Elementary School
	Rizal Elementary School
Liwanay Elementary School	Kusan Elementary School
	Liwanay Elementary School
	Sancho Elementary School
Norala Central Elementary School	Benigno S. Aquino Jr. Elementary School (Norala)
	F. Palmares Sr. Memorial Elementary School
	Kibid Elementary School
	Norala Central Elementary School
	Tomas V. Balayon Sr. Elementary School
	Esperanza Elementary School
	Lopez Jaena Elementary School
	Purok Osmeña Elementary School
	Gumama Elementary School
	Sotelo Elementary School
	Lapuz Elementary School
	Liberty Elementary School (Norala)

Lapuz Elementary School	Matapol Elementary School
	Purok Rizal Elementary School
	San Jose Elementary School (Norala)
	Simsiman Integrated School
San Miguel Elementary School	El Kuda Elementary School
	Julio Zuyco Memorial Elementary School
	Lambusong Elementary School (Norala)
	Puti Elementary School
	San Miguel Elementary School
	Tuburan Elementary School (Norala)
	Upper Lamungkot Elementary School
	Lower Tinago Elementary School
Tinago Grande Elementary School	
Centrala Central Elementary School	Centrala Central Elementary School
	Defensor Elementary School
	Godwino Integrated School
	L. T. Morales Elementary School
	New Buenavista Elementary School
	Tubi-allah Elementary School
Colongulo Elementary School	Colombasinong Elementary School
	Colongulo Elementary School
	Lambusong Elementary School (Surallah)
	Little Baguio Elementary School (Surallah)

	Little Baguio ES - Lemluma Ext
Naci Elementary School	B. Magan Elementary School
	Naci Integrated School
	New Antique Elementary School
	Romeo N. Monsale Elementary School
Lamian Central Elementary School	Lambontong Elementary School
	Lamian Central Elementary School
	Laureano Escovidal Integrated School
	Valeriana L. Barber Elementary School
Lamsogod Elementary School	Lamsogod Elementary School
	Veterans Elementary School
Surallah Central Elementary School	Purok Sison Elementary School
	Surallah Central Elementary School
	Surallah East Elementary School
Moloy Elementary School	Duengas Elementary School
	Moloy Elementary School
	Tapok Integrated School
Shri Visaya Elementary School	Kiantay Elementary School
	Lubol Integrated School

	Mabini Elementary School
	Modon Elementary School
	Shri- Visaya Elementary School
	Talahik Integrated School

	Upper Sepaka Integrated School
	Upper Talahik Integrated School
Dumadalig Elementary School	Dumadalig Integrated School
Mangilala Integrated School	Jose P. Lim, Jr. Elementary School
	Mangilala Integrated School
Tantangan Central Elementary School	Luayan Elementary School
	Tacub Integrated School
	Tantangan Central Elementary School
	Talambongan Elementary School
	Upper Tantangan Integrated School
Magon Elementary School	Magon Elementary School
New Cuyapo Elementary School	New Cuyapo Elementary School
Bukay Pait Elementary School	Bukay Pait Elementary School
	El Ulit Elementary School
New Iloilo Elementary School	Eleonor D. Belotindos Elementary School
	Libas Elementary School
	Maibo Elementary School
	Mayada Elementary School
	New Iloilo Elementary School

	Paglaum Elementary School
San Felipe Elementary School	New Lambunao Integrated School
	San Felipe Elementary School
	Tinongcop Elementary School

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR** (Mayor's/Business Permit, DTI/SEC, Certificate of Registration (BIR Form 2303) and Tax Clearance);

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.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) *[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.

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

Bidding Forms

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
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(if none, state “None”)]

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

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

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

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

