



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

Date: November 14, 2024

INVITATION TO BID
FOR
NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS

**SUPPLY AND DELIVERY OF CANNED, RAW FOOD SUPPLIES FOR FARFLUNG
SCHOOLS SERVING HOTMEALS FOR THE IMPLEMENTATION OF SBFP SY
2024-2025**

1. The Department of Education of Schools Division of South Cotabato intends to procure **SUPPLY AND DELIVERY OF CANNED, RAW FOOD SUPPLIES FOR FARFLUNG SCHOOLS SERVING HOTMEALS FOR THE IMPLEMENTATION OF SBFP SY 2024-2025 (PR No. DSC-24-09-170)** for the DepEd SDO of South Cotabato with an Approved Budget for the Contract (ABC) of: **Lot 1 (Lake Sebu Area) - Two Million Three Hundred Sixty-Four Thousand Thirty Pesos (Php 2,364,032)**
Lot 2 (Polomolok, Tboli East, Tampakan, Tupi and Tantangan Area) – One Million Eight Hundred Fifty-Nine Thousand Nine Hundred Sixty-Eight Pesos(Php 1,859,968.00)
Lot 3 (Tboli West, Norala, Surallah) - Two Million One Hundred Thirteen Thousand Four Hundred Eight Pesos (Php 2,113,408.00).

Lot No.	Project Description	Quantity	Unit of Measure	Unit cost	ABC
Lot	Supply and Delivery of Canned, Raw Food Supplies Serving Hotmeals for Farflung Schools for the Implementation of SBFP SY 2024-2025				
	Lake Sebu Area	1			2,364,032.00
	Corned beef, 260 grams	7,648	can	60.50	
	Sardines, 155 grams	19,648	can	30.25	
	Local Well-Milled Rice	10,752	kg	2,100.00	
	Fresh Egg, medium	17,984	pc	7.00	
	Monggo Beans	2,144	kg	80.00	
	Garlic, Taiwan	1,328	kg	196.00	
	Onion, medium	1,328	kg	130.00	
Tomato, Fresh unripe or semi ripe	552	kg	35.00		

Lot	Iodized Salt, packed	552	kg	35.00	1,859,968.00	
	Soysauce, packed/bottled	275,200	ml	58.00		
	Cane Vinegar, packed/bottled	275,200	ml	45.00		
	Cooking Oil, packed/bottled	720	kg	80.65		
	Polomolok, Tboli East, Tampakan, Tupi and Tantangan Area Farflung	2				
	Polomolok					
	Carne Norte, 260 grams	1,184	can	66.00		
	Sardines, 155 grams	2,624	can	32.50		
	Local Well-Milled Rice	1,664	kg	2,100.00		
	Fresh Egg, medium	2,880	pc	7.00		
	Monggo Beans	312	kg	80.00		
	Garlic, Taiwan	208	kg	196.00		
	Onion, medium	208	kg	130.00		
	Tomato, Fresh unripe or semi ripe	96	kg	35.00		
	Iodized Salt, packed	96	kg	35.00		
	Soysauce, packed/bottled	41,600	ml	58.00		
	Cane Vinegar, packed/bottled	41,600	ml	45.00		
	Cooking Oil, packed/bottled	104	kg	84.95		
	Tboli East					
	Carne Norte, 260 grams	1,344	can	60.50		
	Sardines, 155 grams	3,520	can	30.50		
	Local Well-Milled Rice	1,904	kg	2,100.00		
	Fresh Egg, medium	3,136	pc	7.00		
	Monggo Beans	376	kg	80.00		
	Garlic, Taiwan	240	kg	180.00		
	Onion, medium	240	kg	130.00		
	Tomato, Fresh unripe or semi ripe	96	kg	35.50		
	Iodized Salt, packed	96	kg	35.00		
	Soysauce, packed/bottled	48,000	ml	55.00		
	Cane Vinegar, packed/bottled	48,000	ml	45.00		
	Cooking Oil, packed/bottled	120	kg	80.00		
	Tampakan					
	Carne Norte, 260 grams	1,312	can	61.00		
	Sardines, 155 grams	3,392	can	30.50		
Local Well-Milled Rice	1,856	kg	2,100.00			
Fresh Egg, medium	3,104	pc	7.00			
Monggo Beans	368	kg	80.00			
Garlic, Taiwan	216	kg	196.00			
Onion, medium	216	kg	130.00			
Tomato, Fresh unripe or semi ripe	96	kg	35.00			
Iodized Salt, packed	96	kg	35.00			
Soysauce, packed/bottled	48,000	ml	58.00			
Cane Vinegar, packed/bottled	48,000	ml	45.00			
Cooking Oil, packed/bottled	120	kg	85.47			
Tupi						
Carne Norte, 260 grams	1,632	can	60.50			

	Sardines, 155 grams	4,160	can	30.25	
	Local Well-Milled Rice	2,288	kg	2,100.00	
	Fresh Egg, medium	3,104	pc	7.00	
	Monggo Beans	368	kg	80.00	
	Garlic, Taiwan	216	kg	196.00	
	Onion, medium	216	kg	130.00	
	Tomato, Fresh unripe or semi ripe	96	kg	32.76	
	Iodized Salt, packed	96	kg	35.00	
	Soysauce, packed/bottled	57,600	ml	58.00	
	Cane Vinegar, packed/bottled	57,600	ml	45.00	
	Cooking Oil, packed/bottled	120	kg	84.00	
	Tantangan				
	Carne Norte, 260 grams	576	can	61.50	
	Sardines, 155 grams	1,280	can	30.60	
	Local Well-Milled Rice	784	kg	2,100.00	
	Fresh Egg, medium	1344	pc	7.00	
	Monggo Beans	160	kg	80.00	
	Garlic, Taiwan	104	kg	196.00	
	Onion, medium	104	kg	130.00	
	Tomato, Fresh unripe or semi ripe	40	kg	35.36	
	Iodized Salt, packed	40	kg	35.00	
	Soysauce, packed/bottled	19,200	ml	58.00	
	Cane Vinegar, packed/bottled	19,200	ml	45.00	
	Cooking Oil, packed/bottled	56	kg	85.00	
Lot	Tboli West, Norala, Surallah	3			2,113,408.00
	Tboli West				
	Carne Norte, 260 grams	4,352	can	61.00	
	Sardines, 155 grams	9,536	can	30.50	
	Local Well-Milled Rice	5,712	kg	2,100.00	
	Fresh Egg, medium	9,568	pc	7.00	
	Monggo Beans	1,112	kg	80.00	
	Garlic, Taiwan	728	kg	196.00	
	Onion, medium	728	kg	130.00	
	Tomato, Fresh unripe or semi ripe	280	kg	35.09	
	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	
	Norala Area				
	Carne Norte, 260 grams	1,440	can	60.00	
	Sardines, 155 grams	3,584	can	30.00	
	Local Well-Milled Rice	1,968	kg	2,100.00	
	Fresh Egg, medium	3,328	pc	7.00	
	Monggo Beans	384	kg	80.00	
	Garlic, Taiwan	248	kg	195.35	
	Onion, medium	248	kg	130.00	
	Tomato, Fresh unripe or semi ripe	104	kg	34.99	
	Iodized Salt, packed	104	kg	35.00	

Soysauce, packed/bottled	51,200	ml	55.00
Cane Vinegar, packed/bottled	51,200	ml	40.00
Cooking Oil, packed/bottled	128	kg	80.01
Surallah Area			
Carne Norte, 260 grams	1,344	can	60.00
Sardines, 155 grams	3,520	can	30.25
Local Well-Milled Rice	1,936	kg	2,100.00
Fresh Egg, medium	3,232	pc	7.00
Monggo Beans	384	kg	80.00
Garlic, Taiwan	248	kg	196.00
Onion, medium	248	kg	130.00
Tomato, Fresh unripe or semi ripe	96	kg	35.00
Iodized Salt, packed	96	kg	35.00
Soysauce, packed/bottled	48,000	ml	58.00
Cane Vinegar, packed/bottled	48,000	ml	45.00
Cooking Oil, packed/bottled	128	kg	80.125
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 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.			

	Delivery Schedule: (Refer to End-User on the Date of Delivery) Every Wednesday/Thursday (see attached dropping points)				
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2. The Department of Education, Bids and Award Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
3. The Procurement procedure for this requirement is Negotiated Procurement for Two Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.

4. The interested bidders may obtain further information from the BAC Secretariat at the address given below from 21 November 2024 to 2 December 2024, Monday to Friday, at 8:00AM to 5:00PM.
5. Three (3) copies of the proposals (one original, copy 1 and copy2) must be submitted to the BAC which must be duly received by the BAC Secretariat through manual submission at the office address indicated above on or before 10:00 AM of 20 November 2024. Late submission shall not be accepted.
6. Interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Procurement for Two-Failed Biddings”, with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the BAC.

A. Eligibility and 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, 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.

8. The Special Conditions of the Contract (Annex "C") shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.

9. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accord



LEVI B. BUTIHEN
BAC Chairperson

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.	Project Description	Quantity	Unit of Measure	Unit cost	ABC	Delivery Days
	Supply and Delivery of Canned, Raw Food Supplies Serving Hotmeals for Farflung Schools for the Implementation of SBFP SY 2024-2025					29 weeks
Lot	Lake Sebu Area	1			2,364,032.00	
	Corned beef, 260 grams	7,648	can	60.50		
	Sardines, 155 grams	19,648	can	30.25		
	Local Well-Milled Rice	10,752	kg	2,100.00		
	Fresh Egg, medium	17,984	pc	7.00		
	Monggo Beans	2,144	kg	80.00		
	Garlic, Taiwan	1,328	kg	196.00		
	Onion, medium	1,328	kg	130.00		
	Tomato, Fresh unripe or semi ripe	552	kg	35.00		
	Iodized Salt, packed	552	kg	35.00		
	Soysauce, packed/bottled	275,200	ml	58.00		
	Cane Vinegar, packed/bottled	275,200	ml	45.00		
	Cooking Oil, packed/bottled	720	kg	80.65		
Lot	Polomolok, Tboli East, Tampakan, Tupi and Tantangan Area Farflung	2			1,859,968.00	
	Polomolok					
	Carne Norte, 260 grams					
	Sardines, 155 grams	1,184	can	66.00		
	Local Well-Milled Rice	2,624	can	32.50		
	Fresh Egg, medium	1,664	kg	2,100.00		
	Monggo Beans	2,880	pc	7.00		
	Garlic, Taiwan	312	kg	80.00		
	Onion, medium	208	kg	196.00		
	Tomato, Fresh unripe or semi ripe	208	kg	130.00		
	Iodized Salt, packed	96	kg	35.00		
	Soysauce, packed/bottled	96	kg	35.00		
	Cane Vinegar, packed/bottled	41,600	ml	58.00		
	Cooking Oil, packed/bottled	41,600	ml	45.00		
		104	kg	84.95		
	Tboli East					
	Carne Norte, 260 grams					
	Sardines, 155 grams	1,344	can	60.50		
	Local Well-Milled Rice	3,520	can	30.50		
	Fresh Egg, medium	1,904	kg	2,100.00		
	Monggo Beans	3,136	pc	7.00		

Garlic, Taiwan	376	kg	80.00
Onion, medium	240	kg	180.00
Tomato, Fresh unripe or semi ripe	240	kg	130.00
Iodized Salt, packed	96	kg	35.50
Soysauce, packed/bottled	96	kg	35.00
Cane Vinegar, packed/bottled	48,000	ml	55.00
Cooking Oil, packed/bottled	48,000	ml	45.00
	120	kg	80.00
Tampakan			
Carne Norte, 260 grams			
Sardines, 155 grams	1,312	can	61.00
Local Well-Milled Rice	3,392	can	30.50
Fresh Egg, medium	1,856	kg	2,100.00
Monggo Beans	3,104	pc	7.00
Garlic, Taiwan	368	kg	80.00
Onion, medium	216	kg	196.00
Tomato, Fresh unripe or semi ripe	216	kg	130.00
Iodized Salt, packed	96	kg	35.00
Soysauce, packed/bottled	96	kg	35.00
Cane Vinegar, packed/bottled	48,000	ml	58.00
Cooking Oil, packed/bottled	48,000	ml	45.00
	120	kg	85.47
Tupi			
Carne Norte, 260 grams			
Sardines, 155 grams	1,632	can	60.50
Local Well-Milled Rice	4,160	can	30.25
Fresh Egg, medium	2,288	kg	2,100.00
Monggo Beans	3,104	pc	7.00
Garlic, Taiwan	368	kg	80.00
Onion, medium	216	kg	196.00
Tomato, Fresh unripe or semi ripe	216	kg	130.00
Iodized Salt, packed	96	kg	32.76
Soysauce, packed/bottled	96	kg	35.00
Cane Vinegar, packed/bottled	57,600	ml	58.00
Cooking Oil, packed/bottled	57,600	ml	45.00
	120	kg	84.00
Tantangan			
Carne Norte, 260 grams			
Sardines, 155 grams	576	can	61.50
Local Well-Milled Rice	1,280	can	30.60
Fresh Egg, medium	784	kg	2,100.00
Monggo Beans	1344	pc	7.00
Garlic, Taiwan	160	kg	80.00
Onion, medium	104	kg	196.00
Tomato, Fresh unripe or semi ripe	104	kg	130.00
Iodized Salt, packed	40	kg	35.36
Soysauce, packed/bottled	40	kg	35.00
Cane Vinegar, packed/bottled	19,200	ml	58.00
Cooking Oil, packed/bottled	19,200	ml	45.00
	56	kg	85.00

Lot	Tboli West, Norala, Surallah	3			2,113,408.00
	Tboli West				
	Carne Norte, 260 grams	4,352	can	61.00	
	Sardines, 155 grams	9,536	can	30.50	
	Local Well-Milled Rice	5,712	kg	2,100.00	
	Fresh Egg, medium	9,568	pc	7.00	
	Monggo Beans	1,112	kg	80.00	
	Garlic, Taiwan	728	kg	196.00	
	Onion, medium	728	kg	130.00	
	Tomato, Fresh unripe or semi ripe	280	kg	35.09	
	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	
	Norala Area				
	Carne Norte, 260 grams	1,440	can	60.00	
	Sardines, 155 grams	3,584	can	30.00	
	Local Well-Milled Rice	1,968	kg	2,100.00	
	Fresh Egg, medium	3,328	pc	7.00	
	Monggo Beans	384	kg	80.00	
	Garlic, Taiwan	248	kg	195.35	
	Onion, medium	248	kg	130.00	
	Tomato, Fresh unripe or semi ripe	104	kg	34.99	
	Iodized Salt, packed	104	kg	35.00	
	Soysauce, packed/bottled	51,200	ml	55.00	
	Cane Vinegar, packed/bottled	51,200	ml	40.00	
	Cooking Oil, packed/bottled	128	kg	80.01	
	Surallah Area				
	Carne Norte, 260 grams	1,344	can	60.00	
	Sardines, 155 grams	3,520	can	30.25	
	Local Well-Milled Rice	1,936	kg	2,100.00	
	Fresh Egg, medium	3,232	pc	7.00	
	Monggo Beans	384	kg	80.00	
	Garlic, Taiwan	248	kg	196.00	
	Onion, medium	248	kg	130.00	
	Tomato, Fresh unripe or semi ripe	96	kg	35.00	
	Iodized Salt, packed	96	kg	35.00	
	Soysauce, packed/bottled	48,000	ml	58.00	
	Cane Vinegar, packed/bottled	48,000	ml	45.00	
	Cooking Oil, packed/bottled	128	kg	80.125	
	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				

<p>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</p> <p>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> <p>Delivery Schedule: (Refer to End-User on the Date of Delivery) Every Wednesday/Thursday</p> <p>(see attached dropping points)</p>					
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Annex B

Technical Specifications

Item	Specification	Statement of Compliance
1 Lot	<p>Supply and Delivery of Canned, Raw Food Supplies Serving Hotmeals for Farflung Schools for the Implementation of SBFP SY 2024-2025</p> <p>Lake Sebu Area Corned beef, 260 grams Sardines, 155 grams 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>Polomolok, Tboli East, Tampakan, Tupi and Tantangan Area Farflung Polomolok Carne Norte, 260 grams Sardines, 155 grams 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>Tboli East Carne Norte, 260 grams Sardines, 155 grams Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium</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>

	<p>Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soysauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p> <p>Tampakan Carne Norte, 260 grams Sardines, 155 grams 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 Carne Norte, 260 grams Sardines, 155 grams 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>Tantangan Carne Norte, 260 grams Sardines, 155 grams 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>Tboli West, Norala, Surallah Tboli West Carne Norte, 260 grams</p>	
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	<p>Sardines, 155 grams Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soy sauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p> <p>Norala Area Carne Norte, 260 grams Sardines, 155 grams Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soy sauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p> <p>Surallah Area Carne Norte, 260 grams Sardines, 155 grams Local Well-Milled Rice Fresh Egg, medium Monggo Beans Garlic, Taiwan Onion, medium Tomato, Fresh unripe or semi ripe Iodized Salt, packed Soy sauce, packed/bottled Cane Vinegar, packed/bottled Cooking Oil, packed/bottled</p> <p>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</p>	
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	<p>Dropping Time Schedule: 6:00 am but not later than 8:00 am</p> <p>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> <p>Delivery Schedule: (Refer to End-User on the Date of Delivery) Every Wednesday/Thursday</p> <p>(see attached dropping points)</p>	
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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 Koronadal City, 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: Within 3km radius of SDO South Cotabato for easy access and fare economy of participants in Koronadal City, 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 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;

	<ul style="list-style-type: none"> c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p>

	<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> 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>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>

BIDDING FORMS

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: _____

APPENDIX “1”

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
_____	_____	_____
_____	_____	_____

(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: _____