

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD
OFFICE XII
PUROK BUMANAAG, BRGY. ZONE III, KORONADAL CITY, 9506

BIDDING DOCUMENTS
FOR THE
Supply and Delivery of Food and Non-
Food Items for the use of 7,600 BangUN
Beneficiaries in 7 Municipalities of
Maguindanao – Good for 180 days
feeding – LOT 1 to LOT 3

Project Reference No. 20-016

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure 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

INVITATION TO BID FOR THE

Bidding of Supply and Delivery of Food and Non-Food Items for the use of 7,600 BangUN Beneficiaries in 7 Municipalities of Maguindanao – Good for 180 days feeding – LOT 1 to LOT 3

1. The **Department of Social Welfare and Development Field Office XII**, through the Government of the Philippines (GOP) under General Appropriations Act (GAA) 2020 intends to apply the sum of **Twenty-Six Million Six Hundred Thirty-Four Thousand Six Hundred Seven Pesos and Twenty-Four Centavos Only (Php 26,634,607.24)** for 20-016 Lot 1 for; **Fish, Meat and Egg Products and Tubers, Leafy and Fruit Vegetables and Other Products**, **Seven Million Four Hundred Fifty-Nine Thousand One Hundred Sixty-Seven Pesos and Eight Centavos (Php 7,459,167.08)** for Lot 2 **Groceries and Other Products** and **Nine Hundred Sixty-Four Thousand One Hundred Eighty Pesos Only (Php 964,180.00)** for Lot 3 **Supply, Packaging and Materials** being the ABC to payments under the contract for each lot/*item*. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **Department of Social Welfare and Development Field Office XII** now invites bids for the above Procurement Project. Delivery of the Goods is required by *One Hundred Eighty (180) Days Contract Duration*. Bidders should have completed, within *Two (2) 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 *DSWD FO XII Bids and Awards Committee (BAC) Secretariat* through the contact details given below and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *October 20, 2020* 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; Php 1,000.00 for Lots with an ABC more than P 500,000 up to P 1,000,000, Php 10,000.00 for Lots with an ABC more than P 5,000,00 up to P 10,000,000 and Php 25,000.00 for Lots with an ABC more than P 10,000,000 up to P 50,000,000. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.

6. The **Department of Social Welfare and Development Field Office XII** will hold a Pre-Bid Conference¹ on *October 27, 2020, 10:00 a.m.* at *DSWD FO XII Office*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *November 10, 2020, 10:00 a.m.* 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 10, 2020, 10:30 a.m.* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Department of Social Welfare and Development Field Office XII** 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:

DSWD FO XII-BAC Secretariat
Administrative Division-Procurement Section
Department of Social Welfare and Development FO XII
Purok Bumanaag, Brgy. Zone III, Koronadal City
Email Address: procurement.fo12@dswd.gov.ph
Telephone No. +63 (083)-228-8637

October 20, 2020

(sgd.)JACKIYA A. LAO
Chairperson, DSWD FO XII - BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development Field Office XII** wishes to receive Bids for the *Bidding of Supply and Delivery of Food and Non-Food Items for the use of 7,600 BangUN Beneficiaries in 7 Municipalities of Maguindanao – Good for 180 days feeding – LOT 1 to LOT 3*, with Project Reference No. 20-016.

The Procurement Project (referred to herein as “Project”) is composed of three (3) 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 *FY 2020* in the amount of **Thirty-Five Million Fifty-Seven Thousand Nine Hundred Fifty-Four Pesos and Thirty-Two Centavos (Php 35,057,954.32)**.

2.2. The source of funding is General Appropriations Act FY 2020

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. 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 two (2) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that **Subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on October 27, 2020, 10:00 a.m. at DSWD XII Office as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *two (2) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the

appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

13. Bid and Payment Currencies

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

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 **March 10, 2021**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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

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**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

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>Food and Non-food items similar or within the definitions of the goods to be procured.</i> b. completed within two (2) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>Subcontracting is not allowed</i> |
| 12 | The price of the Goods shall be quoted DDP [<i>state place of destination</i>] or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | <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 <i>2% of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>5% of ABC</i>, if bid security is in Surety Bond. |
| 19.3 | <p><i>20-016 Bidding of Supply and Delivery of Food and Non-Food Items for the use of 7,600 BangUN Beneficiaries in 7 Municipalities of Maguindanao – Good for 180 days feeding – LOT 1 to LOT 3</i></p> <p><i>-Lot 1 for; Fish, Meat and Egg Products and Tubers, Leafy and Fruit Vegetables and Other Products with an ABC amounting to Php26,634,607.24</i></p> <p><i>-Lot 2 Groceries and Other Products with an ABC amounting to Php7,459,167.08</i></p> <p><i>-Lot 3 Supply, Packaging and Materials with an ABC amounting to Php964,180.00</i></p> |
| 20.2 | <p>The Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy of Single Largest Completed Contract or Purchase Order, which should be signed by both parties. 2. The corresponding proof of completion, which could either be: <ul style="list-style-type: none"> i. Certificate of Final Acceptance/Completion from the bidder's client; or ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract |

| | |
|------|--|
| | <p>3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:</p> <ul style="list-style-type: none"> i. 2019 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from April 2020 to September 2020. <p>* Failure to submit a copy of the Single Largest Completed Contract with proof of completion is a valid ground for disqualification of the bidder.</p> <p>**In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</p> <p>*** In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</p> |
| 21.2 | <p>The Bidder shall attach to the Bidding Documents the following requirements:</p> <ul style="list-style-type: none"> 1. Photo of brands offered per item showing the Halal Logo. 2. Copy of NMIS Certification of the Meat Supplier. |

Section IV. General Conditions of Contract

1. **Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. **Inspection and Tests**

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

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <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>“The delivery terms applicable to the Contract are DDP delivered in Maguinadanao Areas. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered in Maguinadanao Areas. 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 the End-user or the BangUN staffs.</p> <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>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> |

| | |
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| | <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>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> |

| | |
|-----|--|
| | 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. |
| 2.2 | The terms of payment shall be made at least 30% completion of delivery or Three (3) time payment during the duration of contract. |
| 4 | The inspections and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications as scheduled will be conducted by the DSWD Inspection Committee with the presence of end-user and cluster parent. |

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|--------------|--|----------------|----------------|---|
| | SUPPLY AND DELIVERY OF VIANDS: MAGUINDANAO | | | 1 st day of delivery will commence within 10 days upon the receipt of approved Purchase Order (PO) |
| LOT 1 | FISH, MEAT AND EGG PRODUCTS: | | | |
| | Beef, ground(3/4 kilo per pack) | 15,498 kilo | 15,498 kilo | |
| | Beef, brisket or lean meat(1 kilo per pack) | 20,664 kilo | 20,664 kilo | |
| | Chicken Egg, small | 333,640 pcs | 333,640 pcs | |
| | Chicken, wings parts(1/2 kilo per pack) | 10,332 kilo | 10,332 kilo | |
| | Chicken, leg parts(3/4 kilo per pack) | 25,830 kilo | 25,830 kilo | |
| | Chicken, breast parts(1/2 kilo per pack) | 1,424 kilo | 1,424 kilo | |
| | Chicken, thigh parts(3/4 kilo per pack) | 4,272 kilo | 4,272 kilo | |
| | Fresh Fish, barelison/tulay atleast 2pcs per pack(3/4 kilo per pack) | 27,966 kilo | 27,966 kilo | |
| | Dilis, small(3/4 kilo per pack) | 10,332 kilo | 10,332 kilo | |
| | TUBERS, LEAFY AND FRUIT VEGETABLES AND OTHER PRODUCTS: | | | |
| | Cabbage(1/2 kilo per pack) | 15,498 kilo | 15,498 kilo | |

| | | | | |
|--------------|--|--------------|--------------|---|
| | Carrots, tuber(1/4 kilo per pack) | 18,346 kilo | | 1 st day of delivery will commence within 10 days upon the receipt of approved Purchase Order (PO) |
| | Eggplant, fruit(1/4 kilo per pack) | 10,332 kilo | 10,332 kilo | |
| | Kalabasa(1/2 kilo per pack) | 9,736 kilo | 9,736 kilo | |
| | Malunggay(1/4 kilo per pack) | 11,814 pack | 11,814 pack | |
| | Munggo, green (1/4 kilo per pack) | 5,166 kilo | 5,166 kilo | |
| | Semi-ripe banana, latundan (atleast 1 kilo per hand) | 2,848 kilo | 2,848 kilo | |
| | Pechay (1/4 kilo per pack) | 8,610 kilo | 8,610 kilo | |
| | Potatoes, medium size(1/4 kilo per pack) | 25,234 kilo | 25,234 kilo | |
| | Sayote, large per piece | 14,310 piece | 14,310 piece | |
| | Sweet Potato(1 kilo per pack) | 2,136 piece | 2,136 piece | |
| | String beans(1/4 per kilo per pack) | 3,444 kilo | 3,444 kilo | |
| | Tomato(1/4 kilo per pack) | 3,444 kilo | 3,444 kilo | |
| | Upo(1 kilo per pack) approximately 1 kilo piece | 13,776 kilo | 13,776 kilo | |
| | SUBTOTAL LOT 1 - Php 26,634,607.24 | | | |
| LOT 2 | GROCERIES AND OTHER PRODUCTS: | | | |
| | Beef cubes(individually pack) | 41,328 pcs | 41,328 pcs | |
| | Chicken cubes(individually pack) | 82,656 pcs | 82,656 pcs | |

| | | | | |
|--------------|---|--------------|--------------|---|
| | Canned sardines(155g) with Halal certified logo | 103,320 cans | 103,320 cans | 1 st day of delivery will commence within 10 days upon the receipt of approved Purchase Order (PO) |
| | Corned beef(100g) with Halal certified logo | 82,656 cans | 82,656 cans | |
| | Coconut(large size) | 27,552 pcs | 27,552 pcs | |
| | Glutinous rice(1/2 kilo per pack) | 2,492 kilo | 2,492 kilo | |
| | Sotanghon (250g) | 10,332 grams | 10,332 grams | |
| | Soy sauce(200ml per pouch) | 6,888 ml | 6,888 ml | |
| | Tomato sauce(pack per 200ml per pouch) | 8,266 ml | 8,266 ml | |
| | Vegetable cooking oil(250ml per pack) | 44,084 ml | 44,084 ml | |
| | Vinegar(200ml per pouch) | 6,888 ml | 6,888 ml | |
| | SUBTOTAL LOT 2 - Php 7,459,167.08 | | | |
| | SUPPLY, PACKAGING AND MATERIALS FOR MAGUINDANAO | | | |
| LOT 3 | One set with the following items: | | | 1 st day of delivery will commence within 10 days upon the receipt of approved Purchase Order (PO) |
| | Plastic basket(can carry 5-10 kilos) Length: 24cm Width: 43cm Capacity: Can carry 5-6kilos Mouth: 40cm(round) | 7600 pcs | 7600 pcs | |
| | Weighing scale(can carry up to 10kg) Height: 30cm Length: 17cm | 84 pcs | 84 pcs | |
| | Plastik big basin, big Length: 35cm Width: 145cm Mouth: 52cm(round) | 140 pcs | 140 pcs | |

| | | | | |
|--|--|---------|---------|--|
| | Large styro box Length: 49cm Width: 45cm Capacity: Can carry 30-35kilos | 112 pcs | 112 pcs | |
| | SUBTOTAL LOT 3 - Php 964,180.00 | | | |
| | | | | |
| | TOTAL LOT 1 -Php 26,634,607.24 TOTAL LOT 2 -Php 7,459,167.08 TOTAL LOT 3 -Php 964,180.00 GRAND TOTAL -Php 35,057,954.3 | | | |
| | <p>Note: Prices are inclusive of delivery in 7 Municipalities</p> <p>Delivery sites: at the Municipal receiving area in accordance in the attached delivery schedule of the following:</p> <p>Municipal Hall of the ff:</p> <p>Ampatuan, Buluan, Datu Odin Sinsuat, Datu Paglas, Datu Piang, Datu Salibo and Shariff Saydona Mustapha</p> <p>All food items on the Delivery Schedule must be delivered on the same day. The supplier must coordinate to the End-user/assigned Field Office staff 2-3days before the delivery date.</p> <p>Delivery will commence 10days upon the receipt of Purchase Order</p> <p>Food items should be HALAL certified and meat inspection certified upon delivery.</p> <p>Poultry and other perishable goods should be fresh or frozen upon delivery.</p> <p>PACKAGING:</p> <p>(In sets based on the attached weekly distribution of raw materials) shall be done in the supplier's warehouse. The supplier shall provide clean and durable packaging of goods (eco-bags/sako bags/boxes) to prevent damages or deterioration during the transit to their final destination. The packaging shall be sufficient to withstand, without limitation, rough handling during transit.</p> <p>Any damage goods/supply upon delivery by the supplier shall be replaced immediately within 24 hours.</p> | | | |

| | |
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| | <p>Expiration dates of groceries shall be minimum of 1 year upon delivery.</p> <p>Suppliers should observe the health/safety protocols, must wear the prescribed personal protective equipment (PPE) during delivery.</p> <p>Perishable goods to be delivered with cold storage.</p> <p>Provision of eco bags every delivery and styrobox shall be provided by the supplier during the first delivery.</p> <p>Repacked/Unlabeled goods such as soy sauce, tomato sauce and etc. are not accepted to ensure food safety.</p> <p>INSPECTION AND FINAL ACCEPTANCE:</p> <p>Inspection and Final Acceptance by the DSWD Inspection Committee with the presence of end user and cluster parent.</p> <p>PAYMENT TERMS:</p> <p>Payment shall be made at least 30% completion of delivery.</p> <p>Three time payment during the duration of contract.</p> <p>Partial payment must correspond to the value of goods delivered and accepted after the appropriate inspection acceptance procedures.</p> <p>Proof of Deliveries (Delivery Receipts/Acknowledgment Receipts) must be signed by authorized person to support claims for payment.</p> <p>Contact Persons are responsible in securing the complete supporting documents to be submitted to Procurement Division who shall facilitate payment process.</p> |
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* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

I hereby certify to comply and deliver all the above requirements.

Name of the Company/Bidder

Signature Over Printed Name of the Representative

Date

Section VII. Technical Specifications

Technical Specifications

| Item | Specification | Statement of Compliance |
|--------------|--|---|
| LOT 1 | <p>SUPPLY AND DELIVERY OF VIANDS: MAGUINDANAO FISH, MEAT AND EGG PRODUCTS: Beef, ground(3/4 kilo per pack) Beef, brisket or lean meat(1 kilo per pack) Chicken Egg, small Chicken, wings parts(1/2 kilo per pack) Chicken, leg parts(3/4 kilo per pack) Chicken, breast parts(1/2 kilo per pack) Chicken, thigh parts(3/4 kilo per pack) Fresh Fish, barelison/tulay atleast 2pcs per pack(3/4 kilo per pack) Dilis, small(3/4 kilo per pack)</p> <p>TUBERS, LEAFY AND FRUIT VEGETABLES AND OTHER PRODUCTS: Cabbage(1/2 kilo per pack) Carrots, tuber(1/4 kilo per pack) Eggplant, fruit(1/4 kilo per pack) Kalabasa(1/2 kilo per pack) Malunggay(1/4 kilo per pack) Munggo, green (1/4 kilo per pack) Semi-ripe banana, latundan (atleast 1 kilo per hand) Pechay (1/4 kilo per pack) Potatoes, medium size(1/4 kilo per pack) Sayote, large per piece Sweet Potato(1 kilo per pack) String beans(1/4 per kilo per pack) Tomato(1/4 kilo per pack) Upo(1 kilo per pack) approximately 1 kilo piece SUBTOTAL LOT 1 -Php 26,634,607.24</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>GROCERIES AND OTHER PRODUCTS: Beef cubes(individually pack) Chicken cubes(individually pack) Canned sardines(155g) with Halal certified logo Corned beef(100g) with Halal certified logo Coconut(large size) Glutinous rice(1/2 kilo per pack) Sotanghon (250g) Soy sauce(200ml per pouch) Tomato sauce(pack per 200ml per pouch) Vegetable cooking oil(250ml per pack) Vinegar(200ml per pouch) SUBTOTAL LOT 2 -Php 7,459,167.08</p> | |

**SUPPLY, PACKAGING AND MATERIALS FOR
MAGUINDANAO**

One set with the following items:

-Plastic basket(can carry 5-10 kilos)

Length: 24cm

Width: 43cm

Capacity: Can carry 5-6kilos

Mouth: 40cm(round)

-Weighing scale(can carry up tp 10kg)

Height: 30cm

Length: 17cm

-Plastik big basin, big

Length: 35cm

Width: 145cm

Mouth: 52cm(round)

-Large styro box

Length: 49cm

Width: 45cm

Capacity: Can carry 30-35kilos

SUBTOTAL LOT 3 -Php 964,180.00

TOTAL LOT 1 -Php 26,634,607.24

TOTAL LOT 2 -Php 7,459,167.08

TOTAL LOT 3 -Php 964,180.00

GRAND TOTAL -Php 35,057,954.32

Note: Prices are inclusive of delivery in 7 Municipalities

Delivery sites: at the Municipal receiving area in accordance in the attached delivery schedule of the following:

Municipal Hall of the ff:

Ampatuan, Buluan, Datu Odin Sinsuat, Datu Paglas, Datu Piang, Datu Salibo and Shariff Saydona Mustapha

All food items on the Delivery Schedule must be delivered on the same day. The supplier must coordinate to the End-user/assigned Field Office staff 2-3days before the delivery date.

Delivery will commence 10days upon the receipt of Purchase Order

Food items should be **HALAL** certified and meat inspection certified upon delivery.

Poultry and other perishable goods should be fresh or frozen upon delivery.

PACKAGING:

(In sets based on the attached weekly distribution of raw materials) shall be done in the supplier's warehouse. The supplier shall provide clean and durable packaging of goods (eco-bags/sako

| | |
|---|--|
| <p>bags/boxes) to prevent damages or deterioration during the transit to their final destination. The packaging shall be sufficient to withstand, without limitation, rough handling during transit.</p> <p>Any damage goods/supply upon delivery by the supplier shall be replaced immediately within 24 hours.</p> <p>Expiration dates of groceries shall be minimum of 1 year upon delivery.</p> <p>Suppliers should observe the health/safety protocols, must wear the prescribed personal protective equipment (PPE) during delivery.</p> <p>Perishable goods to be delivered with cold storage.</p> <p>Provision of eco bags every delivery and styrobox shall be provided by the supplier during the first delivery.</p> <p>Repacked/Unlabeled goods such as soy sauce, tomato sauce and etc. are not accepted to ensure food safety.</p> <p>INSPECTION AND FINAL ACCEPTANCE: Inspection and Final Acceptance by the DSWD Inspection Committee with the presence of end user and cluster parent.</p> <p>PAYMENT TERMS: Payment shall be made atleast 30% completion of delivery. Three time payment during the duration of contract.</p> <p>Partial payment must correspond to the value of goods delivered and accepted after the appropriate inspection acceptance procedures.</p> <p>Proof of Deliveries (Delivery Receipts/Acknowledgment Receipts) must be signed by authorized person to support claims for payment. Contact Persons are responsible in securing the complete supporting documents to be submitted to Procurement Division who shall facilitate payment process.</p> | |
|---|--|

I hereby certify to comply with all the above requirements.

Name of the Company/Bidder

Signature Over Printed Name of the Representative

Date

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Schedule of Requirements, which may include production/delivery schedule, and/or warranty period requirements, if applicable; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (l) 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

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

or

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

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

- (n) *[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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

