



## Bid Notice Abstract

### Invitation to Bid (ITB)

**Reference Number** 9669599  
**Procuring Entity** DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT - REGION XII  
**Title** DSWD12-2023-BANGUN-006 PROCUREMENT OF COMMERCIAL RICE FOR THE USE OF 7,600 BANGUN 2023 IMPLEMENTATION BENEFICIARIES IN 7 MUNICIPALITIES OF MAGUINDANAO – GOOD FOR 180 DAYS FEEDING  
**Area of Delivery** Maguindanao

<b>Solicitation Number:</b>	2023-03-0120 BANGUN	<b>Status</b>	<b>Pending</b>
<b>Trade Agreement:</b>	Implementing Rules and Regulations	<b>Associated Components</b>	1
<b>Procurement Mode:</b>	Public Bidding	<b>Bid Supplements</b>	0
<b>Classification:</b>	Goods	<b>Document Request List</b>	0
<b>Category:</b>	Food Stuff	<b>Date Published</b>	18/04/2023
<b>Approved Budget for the Contract:</b>	PHP 3,681,000.00	<b>Last Updated / Time</b>	17/04/2023 22:00 PM
<b>Delivery Period:</b>	180 Day/s	<b>Closing Date / Time</b>	09/05/2023 10:30 AM
<b>Client Agency:</b>			
<b>Contact Person:</b>	Loreto Jr. Vargas Cabaya Regional Director Purok Bumanaag, Depita Subdivision Koronadal City South Cotabato Philippines 9506 63-228-3180 Ext.81 63-228-3180 fo12@dswd.gov.ph		

**Description**

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

PHILIPPINE BIDDING DOCUMENTS

Procurement of COMMERCIAL RICE

Government of the Republic of the Philippines

Sixth Edition  
 July 2020

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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

**Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (e.g., the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

**INVITATION TO BID FOR THE PROCUREMENT OF COMMERCIAL RICE FOR THE USE OF 7,600 BANGUN 2023 IMPLEMENTATION BENEFICIARIES IN 7 MUNICIPALITIES OF MAGUINDANAO – GOOD FOR 180 DAYS FEEDING**

1. The DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE XII, through the GENERAL APPROPRIATIONS ACT FY 2023 intends to apply the sum of THREE MILLION SIX HUNDRED EIGHTY-ONE THOUSAND PESOS ONLY (Php 3,681,000.00) being the ABC to payments under the contract for DSWD12-2023-BANGUN-006. Bids received in excess of the ABC 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 The Schedule Set by the End-user for 180 days Contract Duration after the receipt of Purchase Order. Bidders should have completed, within May 8, 2021 to May 8, 2023 or 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 DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE XII – Bids and Awards Committee Secretariat Office and inspect the Bidding Documents at the address given below during 8:00a.m. to 5:00 p.m..

5. A complete set of Bidding Documents may be acquired by interested Bidders on April 18, 2023 to May 08, 2023, 4:30 p.m. from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (Php 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. The DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE XII will hold a Pre-Bid Conference on April 26, 2023, 10:30 a.m. at DSWD Field Office 12, Regional Center, Brgy. Carpenter Hill, Koronadal City, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below on or before May 08, 2023, 5:00 p.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 and evaluation shall be on May 09, 2023, 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. Prospective bidders are hereby reminded, as follows:

a. Bidding documents for Eligibility and Financial Envelopes shall comprise the following:

i. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

\*One (1) mother Envelope for Technical Component Documents, composed of three (3) sub envelopes for (ORIGINAL, COPY 1, and COPY 2).

ii. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

\*One (1) mother Envelope for Financial Component Documents, composed of three (3) sub envelopes for (ORIGINAL,

COPY 1, and COPY 2).

11. 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.

12. For further information, please refer to:

DSWD 12 – BAC Secretariat Head  
Administrative Division – Procurement Section  
DSWD Field Office 12, Regional Center, Brgy. Carpenter Hill, Koronadal City, 9506  
procurement.fo12@dswd.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:  
<https://fo12.dswd.gov.ph/bid-bulletin/>  
<https://www.philgeps.gov.ph>

April 17, 2023

(Sgd.)  
JACKIYA A. LAO  
BAC Chairperson

## 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 PROCUREMENT OF COMMERCIAL RICE FOR THE USE OF 7,600 BANGUN 2023 IMPLEMENTATION BENEFICIARIES IN 7 MUNICIPALITIES OF MAGUINDANAO – GOOD FOR 180 DAYS FEEDING, with identification number DSWD12-2023-BANGUN-006.

The Procurement Project (referred to herein as "Project") is composed of one lot or item, the details of which are described in Section VII (Technical Specifications).

### 2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2022 Continuing Fund in the amount of THREE MILLION SIX HUNDRED EIGHTY-ONE THOUSAND PESOS ONLY (Php 3,681,000.00).

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

### 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or IB by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

### 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

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

## 6. Origin of Goods

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

## 7. Subcontracts

7.1. The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on April 26, 2023, 10:30 a.m. and at its physical address DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE 12, Regional Center, Brgy. Carpenter Hill, Koronadal City 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, on/or before April 28, 2023 or 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 May 8, 2021 to May 8, 2023 or 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 the BDS.

b. For Goods offered from abroad:

i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the BDS.

## 13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

## 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 September 8, 2023. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

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

## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

#### 21. Signing of the Contract

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

### Section III. Bid Data Sheet

#### Bid Data Sheet

##### ITB Clause

5.3 For this purpose, contracts similar to the Project shall be:

a. Supply and Delivery of Commercial Rice.

b. Completed within May 8, 2021 to May 8, 2023 or at least two (2) years prior to the deadline for the submission and receipt of bids.

7.1 Subcontracting is not allowed

12 The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.

14.1 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

a. The amount of not less than Seventy-three Thousand Six Hundred Twenty Pesos Only (Php 73, 620.00) or equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

b. The amount of not less than One Hundred Eighty-four Thousand and Fifty Pesos Only (Php 184,050.00) or equivalent to five percent (5%) of ABC if bid security is in Surety Bond.

19.3 The Total ABC is Three Million Six Hundred Eighty-one Thousand Pesos Only (Php 3,681,000.00)

20.2 Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice of Post Qualification from the BAC that the supplier has the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), the Supplier shall submit and/or present the following requirements for Post Qualification in accordance to Section 34 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA9184:

1. Present original copy of the following:

a. Latest Income Tax Return and Business Tax Return

b. Latest Value Added Tax (VAT) Return

Only tax returns filed and taxes paid through the BIR Electronic Filing & Payment System (EFPS) shall be accepted.

c. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)

d. Valid Registration Certificate from Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;



- e. Valid Business/Mayor's permit issued by the city or municipality where the principal place of business of the bidder is located;
- f. Valid Tax Clearance per EO 398, Series of 2005, as finally reviewed and approved by the BIR;
- g. Bureau of Internal Revenue (BIR) Registration Certificate.
- h. Copy of Contracts or PO's, Notice of Award (NOA) and Notice to Proceed (NTP) for all On-going contracts
- i. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt/s (duplicate or triplicate copy) relative to Single Largest Completed Contract
- j. Company profile and Organizational Chart. Company printed brochure may be included.
- k. Vicinity Map/Location of the business.
- l. Other appropriate licenses and permits required by law and stated in the Bidding Documents.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

**NOTE: FOR POST QUALIFICATION PURPOSES ONLY**

20.3 Each Bidder shall submit the following in one (1) "mother" envelope duly sealed and labeled, containing two (2) sets of envelopes:

First envelope containing three (3) sets of Eligibility and Technical documents duly sealed and marked as Original Copy, Copy One and Copy Two.

Second envelope containing three (3) sets of Financial Bid documents duly sealed and marked as Original Copy, Copy One and Copy Two.

20.4 All envelopes shall be labeled/marked as follows:

TO : JACKIYA A. LAO

CHAIRPERSON

BIDS AND AWARDS COMMITTEE DSWD-FIELD OFFICE 12

FROM : \_\_\_\_\_

(Name of Bidder in Capital Letters)

ADDRESS: \_\_\_\_\_ (Address of Bidder in Capital Letters)

PROJECT: PROCUREMENT OF COMMERCIAL RICE FOR THE USE OF 7,600 BANGUN 2023 IMPLEMENTATION

BENEFICIARIES IN 7 MUNICIPALITIES OF MAGUINDANAO – GOOD FOR 180 DAYS FEEDING

BID REF NO.: ITB NO. DSWD12-2023-BANGUN-006

ABC : Php3,681,000.00

DO NOT OPEN BEFORE: 9 MAY 2023; 10:30 A.M.

21.2 No further instructions

#### 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 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 VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### 5. Warranty

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

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

#### 6. Liability of the Supplier

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

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

#### Section V. Special Conditions of Contract

##### Special Conditions of Contract

##### GCC Clause

##### Delivery and Documents –

For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity's Representative at the Project Site are the following: Inspection (DSWD Inspection Committee, Designated Inspectorate at the Regional Level, Final Acceptance by the DSWD Acceptance Committee, End-user, MSWDO/Focal Person.

##### Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

##### Spare Parts – Not applicable

##### Packaging –

(In sets based on the attached monthly distribution of rice) shall be done in the supplier's warehouse and inspected right after the delivery. The supplier shall provide clean and durable packaging of goods to prevent damages during the transit to their final destination. The packaging shall be sufficient to withstand, without limitation, rough handling during transit.

The product with a "best before" date valid for minimum 2 years at date of delivery.

All bags/sacks must be clean, dry, undamaged and firmly sewn. Recycled bags/sacks not allowed, nor recycled plastics for making bags/sacks. Closing with double stitch at both ends of the bags/sacks.

Each sack to be marked with non-toxic ink, to remain readable after a minimum of 10 handlings including the name of the product, net weight in kg and crop year.

Any damage goods/supply upon delivery by the supplier shall be replaced immediately within 24 hours.

Repacked/Unlabeled goods are not accepted to ensure food safety.

The supplier must bring their own weighing scales during the delivery of goods, to ensure the quantity per delivery schedule.

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.

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation –

Supplier logistics must have at least three to four (3-4) delivery truck per day to the targeted municipalities to avoid delay. Each truck will accommodate 2 municipalities per delivery schedule.

Goods to be delivered with CLOSED VAN or TRUCK with COVERED TRAPAL to protect the goods from the sun and sudden rain.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

#### Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2 The terms of payment shall be as follows:

Payment shall be made at least 30% completion of delivery

Three (3) time payment during the duration of contract.

Partial payment must correspond to the value of goods delivered and accepted after the appropriate inspection acceptance procedures

Proof of Deliveries (Delivery Receipts/Acknowledgment Receipts) must be signed by authorized person to support claims for payment.

4 The inspections and tests that will be conducted every delivery by the Inspection (DSWD Inspection Committee), Designated Inspectorate at the Regional Level, Final Acceptance by the DSWD Acceptance Committee, End-User, MSWDO/Focal Person shall be done at the Municipal Hall receiving/delivery site.

#### 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  
1 Commercial Rice, white, well-milled, locally produced, 50 kg per sack

Quality:

Rice - long grains, free from Genetically Modified (GMO) rice, fresh, clean and free from any abnormal flavour, odour or colour. Not busted, not expired and/or damaged. It shall be free of any visible yeast and mould (fungus), insects, fragments or remains of dead insects and/or other impurities of animal origin and is "fit for human consumption".

Variety - (Jasmine, Toner, Banay-Banay) 1,636 sacks 1,636 sacks Delivery of the Goods is required based on The Schedule Set by the End-user for 180 days Contract Duration after the receipt of Purchase Order

Note:

\*The bidder should attach as a part of bidding documents the photo of the item

\*\*Should bring and submit during the submission of bidding documents a sample of 1kg of the goods or brand offered

\*\*\* The bidder should have their main warehouse with Sanitary Permit, amenities for packaging, hygienic and clean facility, washing area, and sample of packaging shall be checked during post-qualification

\*\*\*\* The bidder must have their own logistics or delivery trucks.

DELIVERY: Delivery date will commence upon the AS PER SCHEDULE.

Prices are inclusive of delivery costs

Delivery sites: at the Municipal Hall receiving area of Datu Abdullah Sangki, Datu Anggal Midtimbang, Datu Montawal Datu Salibo, Pagalungan, Shariff Aguak, Maguindanao del Sur and Mother Kabuntalan, Maguindanao del Norte.

Free of delivery to target site receiving area, based on the attached schedule of delivery and timeline (8:00 AM up to 11:00 AM)

Supplier logistics must have at least three to four (3-4) delivery truck per day to the targeted municipalities to avoid delay. Each truck will accommodate 2 municipalities per delivery schedule.

Goods to be delivered with CLOSED VAN or TRUCK with COVERED TRAPAL to protect the goods from the sun and sudden rain.

PACKAGING: (In sets based on the attached monthly distribution of rice) shall be done in the supplier's warehouse and inspected right after the delivery. The supplier shall provide clean and durable packaging of goods to prevent damages during the transit to their final destination. The packaging shall be sufficient to withstand, without limitation, rough handling during transit.

The product with a "best before" date valid for minimum 2 years at date of delivery.

All bags/sacks must be clean, dry, undamaged and firmly sewn. Recycled bags/sacks not allowed, nor recycled plastics for making bags/sacks. Closing with double stitch at both ends of the bags/sacks.

Each sack to be marked with non-toxic ink, to remain readable after a minimum of 10 handlings including the name of the product, net weight in kg and crop year.

Any damage goods/supply upon delivery by the supplier shall be replaced immediately within 24 hours.

Repacked/Unlabeled goods are not accepted to ensure food safety.

The supplier must bring their own weighing scales during the delivery of goods, to ensure the quantity per delivery schedule.

INSPECTION AND FINAL ACCEPTANCE: Inspection (DSWD Inspection Committee), Designated Inspectorate at the Regional Level, Final Acceptance by the DSWD Acceptance Committee, End-User, MSWDO/Focal Person shall be done at the Municipal Hall receiving/delivery site.

PAYMENT TERMS:

Payment shall be made at least 30% completion of delivery.

Three (3) time payment during the duration of contract.

Partial payment must correspond to the value of goods delivered and accepted after the appropriate inspection acceptance procedures

Proof of Deliveries (Delivery Receipts/Acknowledgment Receipts) must be signed by authorized person to support claims for payment.

General Requirements:

The supplier must attach certification of satisfactory performance of all its completed and ongoing government and completed projects for the last 1 year, any unsatisfactory performance would mean disqualification in accordance with RDC Resolution.

Must be strictly compliant with the safety protocols pursuant to the Department of Health (DOH) and Local Government Unit regulations against Covid 19.

Conforme:

Name of Company: \_\_\_\_\_

Signature of Bidder or Authorized Representative: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (e.g. production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

#### Technical Specifications

##### Item Specification Statement of Compliance

[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and 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.]

1 Commercial Rice, white, well-milled, locally produced, 50 kg per sack -1,636 sacks

##### Quality:

Rice - long grains, free from Genetically Modified (GMO) rice, fresh, clean and free from any abnormal flavour, odour or colour. Not busted, not expired and/or damaged. It shall be free of any visible yeast and mould (fungus), insects, fragments or remains of dead insects and/or other impurities of animal origin and is "fit for human consumption".

Variety - (Jasmine, Toner, Banay-Banay)

##### Note:

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**General Requirements:**

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Must be strictly compliant with the safety protocols pursuant to the Department of Health (DOH) and Local Government Unit regulations against Covid 19.

Conforme:

Name of Company: \_\_\_\_\_

Signature of Bidder or Authorized Representative: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

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) in accordance with Section 8.5.2 of the IRR;

**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.

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

**Line Items**

Item No.	Product/Service Name	Description	Quantity	UOM	Budget (PHP)
1	Commercial Rice	Commercial Rice, white, well-milled, locally produced, 50 kg per sack	1,636	Sack	3,681,000.00

**Pre-bid Conference**

Date	Time	Venue
26/04/2023	10:30:00 AM	DSWD Field Office 12, Regional Center, Brgy. Carpenter Hill, Koronadal City

**Created by** Loreto Jr. Vargas Cabaya

**Date Created** 17/04/2023

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