

**SUPPLY AND DELIVERY OF VARIOUS COMMODITIES FOR THE 10TH CYCLE
IMPLEMENTATION OF SUPPLEMENTARY FEEDING PROGRAM (SFP)
FOR THE ADDITIONAL CHILDREN BENEFICIARIES OF REGION 1**

TERMS AND CONDITIONS

I. GENERAL PROVISIONS

1. All prices quoted herein are valid, binding, and effective for the entire duration of contract. There should be no price increase during the contract period.
2. All quotations shall be in accordance with the **Approved Budget Cost (ABC) and place of delivery based on the technical requirements reflected in the bidding documents.** All goods per LGU are grouped into **one (1) lot for Groceries, Nutribun and Nutripacks** with the following ABC:

Lot No.	Title	Approved Budget for the Contract (ABC)
1	<i>Supply and Delivery of Various Commodities for the 10th Cycle Implementation of Supplementary Feeding Program (SFP) for the Additional Children Beneficiaries of the Province of Ilocos Norte</i>	<i>Three Million Sixty Thousand Hundred Pesos (PhP3,060,000.00) only</i>
2	<i>Supply and Delivery of Various Commodities for the 10th Cycle Implementation of Supplementary Feeding Program (SFP) for the Additional Children Beneficiaries of the Province of Ilocos Sur</i>	<i>Three Million Three Hundred Four Thousand Eight Hundred Pesos (PhP3,304,800.00) only</i>
3	<i>Supply and Delivery of Various Commodities for the 10th Cycle Implementation of Supplementary Feeding Program (SFP) for the Additional Children Beneficiaries of the Province of La Union</i>	<i>Two Million Eight Hundred Eleven Thousand Six Hundred Pesos (PhP2,811,600.00) only</i>
4	<i>Supply and Delivery of Various Commodities for the 10th Cycle Implementation of Supplementary Feeding Program (SFP) for the Additional Children Beneficiaries of the Province of Pangasinan 1</i>	<i>Two Million Thirty-four Thousand Pesos (PhP2,034,000.00) only</i>
5	<i>Supply and Delivery of Various Commodities for the 10th Cycle Implementation of Supplementary Feeding Program (SFP) for the Additional Children Beneficiaries of the Province of Pangasinan 2</i>	<i>One Million Nine Hundred Ninety-nine Thousand Eight Hundred Pesos (PhP1,999,800.00)</i>

3. Prices quoted shall be inclusive of all costs including transportation, packaging, freight, handling, and other incidental expenses maybe incurred to the indicated delivery site.
4. All provisions stipulated in Terms and Conditions that are vague or issues deemed excluded in the Terms and Conditions shall be communicated to the DSWD-BAC Secretariat before the deadline of submission of bids or quotations for resolution with Revised IRR of RA 9184 as reference law and guidelines.
5. The Bidder is preferably a Local Supplier for in any case of complaints, the Local Supplier can immediately respond. However, in the absence of a qualified Local Supplier, a

Provincial or Regional Supplier may qualify, subject to compliance with the delivery schedule.

6. Any Bidder with previous contract/s as supplier with the Supplementary Feeding Program must have complied with all the terms and conditions specified therein.
7. Unresolved issues or questions that will surface in the course of this procurement will be referred to Revised IRR of RA 9184 and other pertinent laws and regulations.

II. RESPONSIBILITY

A. BIDDER/AWARDEE

1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document or Request for Quotation and Terms and Conditions including all other attachments.
2. It shall be the responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
3. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts, and regulations of the Philippines which may affect this Project in any way.
4. AWARDEE shall be responsible for the source(s) of his supplies/materials and shall make deliveries in accordance with schedule, quality, and specifications of the award and contract agreement. Failure by the AWARDEE to comply with the same shall be ground for cancellation of the award and contract agreement issued to that AWARDEE. The DSWD shall have the right to re-award the item(s) to the ALTERNATE AWARDEE.
5. Products offered must be available in the local market and widely consumed by customers.
6. AWARDEE shall comply with the delivery schedule every after 30 days or equivalent of two deliveries at designated places and time.
7. The AWARDEE shall ensure no disruption of deliveries to prevent stoppage of feeding implementation so that the nutritional improvement of the beneficiaries will be attained. In the event that the AWARDEE fails in ONE (1) delivery without justifiable reason. The end-user shall communicate/advise the AWARDEE the need for the continuance of the feeding and may tap other suppliers to provide the food requirements of such failed deliveries chargeable against the AWARDEE or the Procuring Entity may request for the termination of the contract to the Head of Procuring Entity (HOPE).

8. Subject to the provisions of the preceding paragraph, where AWARDDEE has accepted a contract agreement but fails to deliver the required product(s) within the time called for in the same order, and no approved extension of contract granted by the Procuring Entity, a penalty of one-tenth of one percent (0.01) of the cost of the unperformed portion for every day of delay shall be imposed. Thereafter if AWARDDEE has not completed delivery within the approved extended period, the subject contract agreement shall be cancelled and the award for the undelivered balance withdrawn from that AWARDDEE. The DSWD shall then purchase the undelivered balance from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDDEE. Refusal by the DEFAULTING AWARDDEE to shoulder the price difference shall be ground for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under RA 9184 and its IRR.
9. AWARDDEE shall guarantee his/her deliveries to be free from defects and/or chemical preservation. Any defective/undesirable items thereof that may be discovered by the DSWD FO 1 and Representative from the LGU WITHIN THE DAY OF INSPECTION shall be replaced by the supplier ON THE SAME DAY OF ACCEPTANCE. Failure to do so will be treated as liquidated damages under the Contract. Moreover, AWARDDEE shall provide a service unit so as not to hinder the operation and shall cover all the expenses incurred.
10. The AWARDDEE shall bring buffer food items in case of rejects and lacking upon inspection.
11. The AWARDDEE is expected to observe and ensure health and safety protocol in product handling and management.
12. The AWARDDEE shall maintain open line of communication during the period of implementation.
13. AWARDDEE shall complete the delivery of all the items expected of him/her as specified below:

**ATTACHED IS THE DELIVERY SCHEME AND ITS FOOD REQUIREMENTS
FOR EVERY DELIVERY.**

LOT	LGU	Approved Budget of the Contract	Place of Delivery	Focal Person/Authorized Representative	Frequency of Delivery (after 30 days)	Reference
Groceries, Nutribun, Nutripacks	Ilocos Norte	Three Million Sixty Thousand Hundred Pesos (PhP3,060,000.00) only	C/LSWD Offices of Batac & Dingras	C/LSWD Officer of Batac & Dingras	2 deliveries for 120	Attachments A: PPMP B: FOOD REQUIREMENT PER DELIVERY

	Ilocos Sur	Three Million Three Hundred Four Thousand Eight Hundred Pesos (PhP3,304,800.00) only	C/LSWD Offices of Bantay, Candon, Sta. Cruz, Narvacan	C/LSWD Officer of Bantay, Candon, Sta. Cruz, Narvacan	feeding days	C.MENU
	La Union	Two Million Eight Hundred Eleven Thousand Six Hundred Pesos (PhP2,811,600.00) only	C/LSWD Offices of Bangar, San Fernando, Burgos, Tubao	C/LSWD Officer of Bangar, San Fernando, Burgos, Tubao		
	Pangasinan 1	Two Million Thirty-four Thousand Pesos (PhP2,034,000.00) only	C/LSWD Offices of Alaminos, Sta. Barbara, Mangaldan	C/LSWD Officer of Alaminos, Sta. Barbara, Mangaldan		
	Pangasinan 2	One Million Nine Hundred Ninety-nine Thousand Eight Hundred Pesos (PhP1,999,800.00)	C/LSWD Offices of Asingan, Balungao, Tayug, Umingan	C/LSWD Officer of Asingan, Balungao, Tayug, Umingan		

B. END-USER

1. The DSWD shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the DSWD.
2. The DSWD accepts no liability for the damage of items during transit. In the case of items supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the DSWD until their receipt and final acceptance at the final destination.

III. INCIDENTAL SERVICES

1. Incidental Services – The Contract price for the items shall include the prices charged by the AWARDEE for incidental services and shall not exceed the prevailing rates charged to other parties by the AWARDEE for similar services.
2. Packaging – The AWARDEE shall provide such packaging of the items as 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.
 - 2.a. The goods shall be packed and properly labelled per child allocation per delivery based on the number of beneficiaries per Child Development Center.

3. The AWARDEE shall provide storage in all goods delivered to the LGUs.

3.a Such storage shall be relinquished only after the end of feeding implementation of the said cycle.

3.b. Any expenses to be incurred from this provision shall be shouldered by the AWARDEE.

IV. TRANSPORTATION

Transportation – Where the AWARDEE is required under Contract to deliver the items, transport of the items 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 AWARDEE, and the cost thereof shall be included in the Contract Price.

V. WARRANTY

V.1. Delivered items must come with a warranty period of three (3) months from the date of delivery. This warranty shall cover any manufacturing defects discovered in the delivered items

V.2. Insurance – The items supplied under the Contract shall be fully insured by the AWARDEE in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The items remain at the risk and title of the AWARDEE until their final acceptance by the DSWD.

VI. INSPECTION AND ACCEPTANCE

VI.1. Inspection and acceptance of DSWD concerned committees and/or with the presence of Technical Working Group (TWG) member, end-user, local government unit representative, and Commission on Audit (COA) representative shall be conducted during delivery. The AWARDEE shall notify the DSWD at least one (1) week before the scheduled date and time of delivery to the site. The supplier shall only deliver the goods to authorized DSWD Representative.

VI.1.a. In every delivery, there should be a presence of LGU representative to assist in the inspection.

VI.1.b. The AWARDEE shall bring a calibrated weighing scale in every delivery.

VI.1.c. The DSWD shall ensure that goods delivered are inspected within two hours upon delivery.

VI.2. Substitution or replacement of goods (in instances of unavailability) maybe allowed provided same nutritional content, quantity, quality, and price of goods is

ensured. This shall be cleared/approved first with the Procuring Entity prior to delivery.

VII. PAYMENT

Payment shall be through CHECK/Advice to Debit Account (ADA) and shall be made after at least one (1) complete delivery and acceptance of goods and reconciliation of pertinent documents. Payment will be made within 15 working days upon submission of complete documents and availability of cash.

VIII. EFFECTIVITY/TERMINATION

VIII.1. This Terms and Conditions for the Supply and Delivery of various food items for Supplementary Feeding Program shall take effect upon the signing of the parties of the contract and shall remain valid and existing until revoked or terminated by their mutual consent.

VIII.2. The DSWD FO 1 shall have the right to terminate this Agreement if the AWARDEE is willfully violating any of the material conditions, stipulations and covenants of this Agreement.

IX. RESERVATION CLAUSE

For transparency and pursuant to Section 41 of RA 9184 and its Revised IRR, the Procuring Entity (PE) reserves the right to reject documents which do not comply with the requirement, waive any formalities of documents or consider any submission of documents as substantial compliance, reject any and all bids, declare failure of procurement, and not to award the contract without incurring any liability to the affected bidder/s if the funds/allotment for the project has been withheld or reduced through no fault of its own.

Conformed by:

Signature Over Printed Name
Owner/Manager/Representative
Tel No./CP No. _____
Email address _____

Delivery Period: ***upon receipt of Notice to Proceed. Two (2) deliveries for 120 feeding days.***

Project Site: **C/LSWD Offices of Batac, Dingras Ilocos Norte**

C/LSWD Offices of Bantay, Candon City, Sta. Cruz, Narvacan Ilocos Sur

C/LSWD Offices of Bangar, San Fernando, Burgos, Tubao, La Union

C/LSWD Offices of Alaminos, Sta. Barbara, Mangaldan, Pangasinan

C/LSWD Offices of Asingan, Balungao, Tayug, Umingan, Pangasinan