



FIELD OFFICE 1

BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

**Supply and Delivery of Various Commodities for the
11th Cycle Implementation of Supplementary Feeding
Program (SFP) in Region 1**

Solicitation Number:
21-DSWDF01-002

February 2021

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Sixth Edition

July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	.....Error! Bookmark not defined.
Section I. Invitation to Bid	.....5
Section II. Instructions to Bidders	.....9
1. Scope of Bid	.....10
2. Funding Information	.....10
3. Bidding Requirements	.....10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	.....10
5. Eligible Bidders	.....10
6. Origin of Goods	.....11
7. Subcontracts	.....11
8. Pre-Bid Conference	.....11
9. Clarification and Amendment of Bidding Documents	.....11
10. Documents comprising the Bid: Eligibility and Technical Components	.....12
11. Documents comprising the Bid: Financial Component	.....12
12. Bid Prices	.....12
13. Bid and Payment Currencies	.....13
14. Bid Security	.....13
15. Sealing and Marking of Bids	.....13
16. Deadline for Submission of Bids	.....14
17. Opening and Preliminary Examination of Bids	.....14
18. Domestic Preference	.....14
19. Detailed Evaluation and Comparison of Bids	.....14
20. Post-Qualification	.....15
21. Signing of the Contract	.....15
Section III. Bid Data Sheet	.....16
Section IV. General Conditions of Contract	.....21
1. Scope of Contract	.....22
2. Advance Payment and Terms of Payment	.....22
3. Performance Security	.....22
4. Inspection and Tests	.....22
5. Warranty	.....23
6. Liability of the Supplier	.....23
Section V. Special Conditions of Contract	.....24
Section VI. Schedule of Requirements	.....29
Section VII. Technical Specifications	.....37
Section VIII. Checklist of Technical and Financial Documents	.....42

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 SUPPLY AND DELIVERY OF VARIOUS COMMODITIES FOR THE 11TH CYCLE IMPLEMENTATION OF SUPPLEMENTARY FEEDING PROGRAM (SFP) FOR THE CHILDREN BENEFICIARIES IN REGION 1
(SOLICITATION No. 21-DSWDF01-002)

1. The *Department of Social Welfare and Development – Field Office 1 (DSWD - FO 1)*, through the *General Appropriations Act (GAA) CY 2021*¹ intends to apply the sum on a *per lot basis for the Supply and Delivery of Various Commodities for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) for the Children Beneficiaries in Region 1*. Bids received in excess of the ABC for each lot shall be automatically rejected during bid opening, to wit:

Lot No.	Title	Approved Budget for the Contract (ABC)
1	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 1</i>	<i>Four Million Six Hundred Seventy-one Thousand Pesos (PhP4,671,000.00) only</i>
2	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 2</i>	<i>Five Million Two Hundred Fifty-six Thousand Pesos (PhP5,256,000.00) only</i>
3	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 1</i>	<i>Three Million Seventy-eight Thousand Pesos (PhP3,078,000.00) only</i>
4	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 2</i>	<i>Five Million Ninety-four Thousand Pesos (PhP5,094,000.00) only</i>
5	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – Geographically Isolated and Disadvantaged Areas (GIDA)</i>	<i>Three Million Two Hundred Twenty-three Thousand Eight Hundred Pesos (PhP3,223,800.00) only</i>
6	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in La Union – District 1</i>	<i>Four Million Three Hundred Two Thousand Pesos (PhP4,302,000.00) only</i>
7	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in La Union – District 2</i>	<i>Five Million Forty-three Thousand Pesos (PhP5,043,000.00) only</i>
8	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 1-3</i>	<i>One Million Six Hundred Fifty Six Thousand Pesos (PhP1,656,000.00) only</i>
9	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 4-6</i>	<i>Four Million One Hundred Ninety-four Thousand Pesos (PhP4,194,000.00) only</i>

¹ Ibid.

2. The **DSWD - FO 1** now invites bids for **Supply and Delivery of Various Food Commodities**.² Delivery of the Goods is required **two (2) deliveries for 120 feeding days upon receipt of Notice to Proceed**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 1 Bids and Awards Committee Secretariat** and inspect the Bidding Documents at the address given below during **8:00 AM to 05:00 PM, Mondays to Fridays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **08 February - 01 March 2021** 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 following amount, to wit:

LOT NO.	COST OF BIDDING DOCUMENTS (in PhP)
1, 3, 5, 6, 8, & 9	Five Thousand Pesos (PhP5,000.00) only
2, 4, & 7	Ten Thousand Pesos (PhP10,000.00) only

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through an authorized representative.

The **DSWD-FO 1** will hold a Pre-Bid Conference³ on **17 February 2021 at 2:00 PM** at the **DSWD - FO 1 Panlipunan Hall, Quezon Avenue, City of San Fernando, La Union**, and/or through video conferencing or webcasting via Google Meet at this link meet.google.com/gim-qvzv-vrh, which shall be open to prospective bidders.

6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **01 March 2021 at 8:30 AM**. Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

2 A brief description of the type(s) of Goods should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

³ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

8. Bid opening shall be on **01 March 2021 at 9:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The **DSWD-FO 1** 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.
10. For further information, please refer to:

HERMINIGILDA L. SONSON

Head, Bids and Awards Committee Secretariat
DSWD Field Office 1, Quezon Avenue, City of San Fernando, La Union
Trunk Line Number: (072) 687-80-00 local 222
Email Address: bac.fo1@dswd.gov.ph
Fax Number: (072) 888-21-84/888-25-05
Website: <http://www.fo1.dswd.gov.ph>

11. You may visit the following websites:

For downloading of Bidding Documents:

<https://www.philgeps.gov.ph>

<https://fo1.dswd.gov.ph/procurement-opportunities/>

05 February 2021

(original signed)

HELEN O. NERONA

SWO V/Chief, Statutory Programs
Division/ Chairperson, Bids and Awards
Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procurement Project (referred to herein as “Project”) is composed of *Nine (9) 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 2021* in the amount of *Thirty-six Million Five Hundred Seventeen Thousand Eight Hundred Pesos only (PhP36,517,800.00)*.

2.2. The source of funding is 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 at least fifty 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

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 the specified date and time and either at its physical address ***DSWD-FO 1 Panlipunan Hall, Quezon Avenue, City of San Fernando, La Union*** and/or through Google Meet at this link meet.google.com/gim-qvzv-vrh 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 *three (3) 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.

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.

Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration⁴ 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 *the completion of the project*. 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.

⁴ 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.

16. Deadline for Submission of Bids

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

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 maybe. 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, 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

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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Supply and Delivery of Food Commodities</i></p> <p>b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</p>																				
12	<p>The price of the Goods shall be quoted DDP <i>as stated on the Terms of Reference</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>																				
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> <p>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit for the following lots:</p> <table><tr><th>Lot No.</th><th>Title</th><th>Approved Budget for the Contract (ABC)</th><th>2% of the ABC</th></tr><tr><td>1</td><td><i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 1</i></td><td><i>Four Million Six Hundred Seventy-one Thousand Pesos (PhP4,671,000.00) only</i></td><td><i>Ninety-three Thousand Four Hundred Twenty Pesos (PhP93,420.00) only</i></td></tr><tr><td>2</td><td><i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 2</i></td><td><i>Five Million Two Hundred Fifty-six Thousand Pesos (PhP5,256,000.00) only</i></td><td><i>One Hundred Five Thousand One Hundred Twenty Pesos (PhP105,120.00) only</i></td></tr><tr><td>3</td><td><i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 1</i></td><td><i>Three Million Seventy-eight Thousand Pesos (PhP3,078,000.00) only</i></td><td><i>Sixty-one Thousand Five Hundred Sixty Pesos (PhP61,560.00) only</i></td></tr><tr><td>4</td><td><i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 2</i></td><td><i>Five Million Ninety-four Thousand Pesos (PhP5,094,000.00) only</i></td><td><i>One Hundred One Thousand Eight Hundred Eighty Pesos (PhP101,880.00) only</i></td></tr></table>	Lot No.	Title	Approved Budget for the Contract (ABC)	2% of the ABC	1	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 1</i>	<i>Four Million Six Hundred Seventy-one Thousand Pesos (PhP4,671,000.00) only</i>	<i>Ninety-three Thousand Four Hundred Twenty Pesos (PhP93,420.00) only</i>	2	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 2</i>	<i>Five Million Two Hundred Fifty-six Thousand Pesos (PhP5,256,000.00) only</i>	<i>One Hundred Five Thousand One Hundred Twenty Pesos (PhP105,120.00) only</i>	3	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 1</i>	<i>Three Million Seventy-eight Thousand Pesos (PhP3,078,000.00) only</i>	<i>Sixty-one Thousand Five Hundred Sixty Pesos (PhP61,560.00) only</i>	4	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 2</i>	<i>Five Million Ninety-four Thousand Pesos (PhP5,094,000.00) only</i>	<i>One Hundred One Thousand Eight Hundred Eighty Pesos (PhP101,880.00) only</i>
Lot No.	Title	Approved Budget for the Contract (ABC)	2% of the ABC																		
1	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 1</i>	<i>Four Million Six Hundred Seventy-one Thousand Pesos (PhP4,671,000.00) only</i>	<i>Ninety-three Thousand Four Hundred Twenty Pesos (PhP93,420.00) only</i>																		
2	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 2</i>	<i>Five Million Two Hundred Fifty-six Thousand Pesos (PhP5,256,000.00) only</i>	<i>One Hundred Five Thousand One Hundred Twenty Pesos (PhP105,120.00) only</i>																		
3	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 1</i>	<i>Three Million Seventy-eight Thousand Pesos (PhP3,078,000.00) only</i>	<i>Sixty-one Thousand Five Hundred Sixty Pesos (PhP61,560.00) only</i>																		
4	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 2</i>	<i>Five Million Ninety-four Thousand Pesos (PhP5,094,000.00) only</i>	<i>One Hundred One Thousand Eight Hundred Eighty Pesos (PhP101,880.00) only</i>																		

5	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – Geographically Isolated and Disadvantaged Areas (GIDA)	Three Million Two Hundred Twenty-three Thousand Eight Hundred Pesos (PhP3,223,800.00) only	Sixty-four Thousand Four Hundred Seventy-six Pesos (PhP64,476.00) only
6	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in La Union – District 1	Four Million Three Hundred Two Thousand Pesos (PhP4,302,000.00) only	Eighty-six Thousand Forty Pesos (PhP86,040.00) only
7	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in La Union – District 2	Five Million Forty-three Thousand Pesos (PhP5,043,000.00) only	One Hundred Thousand Eight Hundred Sixty Pesos (PhP100,860.00) only
8	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 1-3	One Million Six Hundred Fifty-six Thousand Pesos (PhP1,656,000.00) only	Thirty-three Thousand One Hundred Twenty Pesos (PhP33,120.00) only
9	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 4-6	Four Million One Hundred Ninety-four Thousand Pesos (PhP4,194,000.00) only	Eighty-three Thousand Eight Hundred Eighty Pesos (PhP83,880.00) only

- b. The amount of not less than **five percent (5%) of ABC** if bid security is in Surety Bond for the following lots:

Lot No.	Title	Approved Budget for the Contract (ABC)	5% of the ABC
1	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 1	Four Million Six Hundred Seventy-one Thousand Pesos (PhP4,671,000.00) only	Two Hundred Thirty-three Thousand Five Hundred Fifty Pesos (PhP233,550.00) only
2	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 2	Five Million Two Hundred Fifty-six Thousand Pesos (PhP5,256,000.00) only	Two Hundred Sixty-two Thousand Eight Hundred Pesos (PhP262,800.00) only
3	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle	Three Million Seventy-eight Thousand Pesos	One Hundred Fifty-three Thousand Nine

	Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 1	(PhP3,078,000.00) only	Hundred Pesos (PhP153,900.00) only
4	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 2	Five Million Ninety-four Thousand Pesos (PhP5,094,000.00) only	Two Hundred Fifty-four Thousand Seven Hundred Pesos (PhP254,700.00) only
5	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – Geographically Isolated and Disadvantaged Areas (GIDA)	Three Million Two Hundred Twenty-three Thousand Eight Hundred Pesos (PhP3,223,800.00) only	One Hundred Sixty-one Thousand One Hundred Ninety Pesos (PhP161,190.00) only
6	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in La Union – District 1	Four Million Three Hundred Two Pesos (PhP4,302,000.00) only	Two Hundred Fifteen Thousand One Hundred Pesos (PhP215,100.00) only
7	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in La Union – District 2	Five Hundred Forty-three Thousand Pesos (PhP5,043,000.00) only	Two Hundred Fifty-two Thousand One Hundred Fifty Pesos (PhP252,150.00) only
8	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 1-3	One Million Six Hundred Fifty-six Thousand Pesos (PhP1,656,000.00) only	Eighty-two Thousand Eight Hundred Pesos (PhP82,800.00) only
9	Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11 th Cycle Implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 4-6	Four Million One Hundred Ninety-four Thousand Pesos (PhP4,194,000.00) only	Two Hundred Nine Thousand Seven Hundred Pesos (PhP209,700.00) only

19.3	The project will be awarded by lot, with the following breakdown:		
	Lot No.	Title	Approved Budget for the Contract (ABC)
	1	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte– District 1</i>	<i>Four Million Six Hundred Seventy-one Thousand Pesos (PhP4,671,000.00) only</i>
	2	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte– District 2</i>	<i>Five Million Two Hundred Fifty-six Thousand Pesos (PhP5,256,000.00) only</i>
	3	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 1</i>	<i>Three Million Seventy-eight Thousand Pesos (PhP3,078,000.00) only</i>
	4	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 2</i>	<i>Five Million Ninety-four Thousand Pesos (PhP5,094,000.00) only</i>
	5	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – Geographically Isolated and Disadvantaged Areas (GIDA)</i>	<i>Three Million Two Hundred Twenty-three Thousand Eight Hundred Pesos (PhP3,223,800.00) only</i>
	6	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in La Union – District 1</i>	<i>Four Million Three Hundred Two Thousand Pesos (PhP4,302,000.00) only</i>
	7	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in La Union – District 2</i>	<i>Five Million Forty-three Thousand Pesos (PhP5,043,000.00) only</i>
	8	<i>Supply and Deliver of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 1-3</i>	<i>One Million Six Hundred Fifty-six Thousand Pesos (PhP1,656,000.00) only</i>
	9	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 4-6</i>	<i>Four Million One Hundred Ninety-four Thousand Pesos (PhP4,194,000.00) only</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause																												
1	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:																											
	<i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i> . In accordance with INCOTERMS.”																											
	<i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to the following:																											
	<table><tr><th>Lot No.</th><th>Title</th><th>Project Site</th></tr><tr><td>1</td><td><i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 1</i></td><td><i>C/LSWD Offices of Adams, Bangui, Burgos, Carasi, Pagudpud, Dumalneg, Pasuquin, Piddig, Sarrat</i></td></tr><tr><td>2</td><td><i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 2</i></td><td><i>C/LSWD Offices of Currimao, Solsona, Paoay, Pinili, Nueva Era, Banna, Badoc, Marcos</i></td></tr><tr><td>3</td><td><i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 1</i></td><td><i>C/LSWD Offices of Sta. Catalina, Caoayan, Bantay, San Vicente, San Ildefonso</i></td></tr><tr><td>4</td><td><i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 2</i></td><td><i>C/LSWD Offices of Santa, Galimuyod, Lidlidda, Salcedo, San Esteban, Burgos, Banayoyo, Santiago, Sta. Maria</i></td></tr><tr><td>5</td><td><i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 2</i></td><td><i>C/LSWD Offices of Gregorio del Pilar, Nagbukel, Quirino, San Emilio, Alilem, Sugpon, Sigay, Suyo</i></td></tr><tr><td>6</td><td><i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in La Union – District 1</i></td><td><i>C/LSWD Offices of Sudipen, San Gabriel, Santol, City of San Fernando</i></td></tr><tr><td>7</td><td><i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in La Union – District 2</i></td><td><i>C/LSWD Offices of Pugo, Tubao, Caba, Naguilian, Bagulin, Burgos</i></td></tr><tr><td>8</td><td><i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 1-3</i></td><td><i>C/LSWD Offices of Labrador, Mapandan</i></td></tr></table>	Lot No.	Title	Project Site	1	<i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 1</i>	<i>C/LSWD Offices of Adams, Bangui, Burgos, Carasi, Pagudpud, Dumalneg, Pasuquin, Piddig, Sarrat</i>	2	<i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 2</i>	<i>C/LSWD Offices of Currimao, Solsona, Paoay, Pinili, Nueva Era, Banna, Badoc, Marcos</i>	3	<i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 1</i>	<i>C/LSWD Offices of Sta. Catalina, Caoayan, Bantay, San Vicente, San Ildefonso</i>	4	<i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 2</i>	<i>C/LSWD Offices of Santa, Galimuyod, Lidlidda, Salcedo, San Esteban, Burgos, Banayoyo, Santiago, Sta. Maria</i>	5	<i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 2</i>	<i>C/LSWD Offices of Gregorio del Pilar, Nagbukel, Quirino, San Emilio, Alilem, Sugpon, Sigay, Suyo</i>	6	<i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in La Union – District 1</i>	<i>C/LSWD Offices of Sudipen, San Gabriel, Santol, City of San Fernando</i>	7	<i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in La Union – District 2</i>	<i>C/LSWD Offices of Pugo, Tubao, Caba, Naguilian, Bagulin, Burgos</i>	8	<i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 1-3</i>	<i>C/LSWD Offices of Labrador, Mapandan</i>
Lot No.	Title	Project Site																										
1	<i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 1</i>	<i>C/LSWD Offices of Adams, Bangui, Burgos, Carasi, Pagudpud, Dumalneg, Pasuquin, Piddig, Sarrat</i>																										
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6	<i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in La Union – District 1</i>	<i>C/LSWD Offices of Sudipen, San Gabriel, Santol, City of San Fernando</i>																										
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8	<i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 1-3</i>	<i>C/LSWD Offices of Labrador, Mapandan</i>																										

	<p>9 <i>Supply and Delivery of Various Commodities for the children beneficiaries for the 11th Cycle implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 4-6</i></p> <p><i>C/LSWD Offices of Sto. Tomas, Sta. Maria, San Quintin, San Nicolas, Natividad</i></p>
	<p>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:</p> <p><i>Ms. ALMA C. GONZALES</i> <i>ND III</i> <i>Head, Supplementary Feeding Program</i></p>
	<p>Incidental Services –</p>
	<p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p>
	<p>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>
	<p>b. Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> i. Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; ii. Original and four copies delivery receipt/note, railway receipt, or truck receipt; iii. Original Supplier’s factory inspection report; iv. Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; v. Original and four copies of the certificate of origin (for imported Goods); vi. Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; vii. Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and viii. Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Spare Parts –</p>

	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
	b. in the event of termination of production of the spare parts:
	i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
	ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
	The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.
	The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].
	Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.
	Packaging – 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.
	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.
	The outer packaging must be clearly marked on at least four (4) sides as follows:
	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
	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 –
	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 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.”

Section VI. Schedule of Requirements

SUPPLY AND DELIVERY OF VARIOUS COMMODITIES FOR THE 11TH CYCLE IMPLEMENTATION OF SUPPLEMENTARY FEEDING PROGRAM (SFP) FOR THE CHILDREN BENEFICIARIES IN 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 Children Beneficiaries of Supplementary Feeding Program (SFP) in Ilocos Norte – District 1</i>	<i>Four Million Six Hundred Seventy-one Thousand Pesos (PhP4,671,000.00) only</i>
2	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Norte – District 2</i>	<i>Five Million Two Hundred Fifty-six Thousand Pesos (PhP5,256,000.00) only</i>
3	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 1</i>	<i>Three Million Seventy-eight Thousand Pesos (PhP3,078,000.00) only</i>
4	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – District 2</i>	<i>Five Million Ninety-four Thousand Pesos (PhP5,094,00.00) only</i>
5	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Ilocos Sur – Geographically Isolated and Disadvantaged Areas (GIDA)</i>	<i>Three Million Two Hundred Twenty-three Thousand Eight Hundred Pesos (PhP3,223,800.00) only</i>
6	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in La Union – District 1</i>	<i>Four Million Three Hundred Two Thousand Pesos (PhP4,302,000.00) only</i>
7	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in La Union – District 2</i>	<i>Five Million Forty-three Thousand Pesos (PhP5,043,000.00) only</i>
8	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 1-3</i>	<i>One Million Six Hundred Fifty-six Thousand Pesos (PhP1,656,000.00) only</i>
9	<i>Supply and Delivery of Various Commodities for the Children Beneficiaries for the 11th Cycle Implementation of Supplementary Feeding Program (SFP) in Pangasinan – District 4-6</i>	<i>Four Million One Hundred Ninety-four Thousand Pesos (PhP4,194,000.00) only</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. AWARDDEE shall comply with the delivery schedule every after 30 days or equivalent of two deliveries at designated places and time.
7. The AWARDDEE 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 AWARDDEE fails in ONE (1) delivery without justifiable reason. The end-user shall communicate/advise the AWARDDEE 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 AWARDDEE 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/Authori zed Representative	Frequenc y of Delivery (after 30 days)	Reference
Groceries, Nutribun, Nutripacks	Ilocos Norte – District 1	Four Million Six Hundred Seventy- one Thousand Pesos only (PhP4,671,000.00)	C/LSWD Offices of Adams, Bangui, Burgos, Carasi, Pagudpud, Dumalneg, Pasuquin, Piddig, Sarrat	C/LSWD Officer of Adams, Bangui, Burgos, Carasi, Pagudpud, Dumalneg, Pasuquin, Piddig, Sarrat	2 deliveries for 120 feeding days	Attachments A: PPMP B: FOOD REQUIRE MENT PER DELIVERY C.MENU
	Ilocos Norte – District 2	Five Million Two Hundred Fifty-six Thousand Pesos only (PhP5,256,000.00)	C/LSWD Offices of Currimao, Solsona, Paoay, Pinili, Nueva Era, Banna, Badoc, Marcos	C/LSWD Officer of Currimao, Solsona, Paoay, Pinili, Nueva Era, Banna, Badoc, Marcos		
	Ilocos Sur – District 1	Three Million Seventy-eight Thousand Pesos only (PhP3,078,000.00)	C/LSWD Offices of Sta. Catalina, Caoayan, Bantay, San Vicente, San Ildefonso	C/LSWD Officer of Sta. Catalina, Caoayan, Bantay, San Vicente, San Ildefonso		
	Ilocos Sur – District 2	Five Million Ninety-four Thousand Pesos only (PhP5,094,000.00)	C/LSWD Offices of Santa, Galimuyod, Lidlidda, Salcedo, San Esteban, Burgos, Banayoyo, Santiago, Sta. Maria	C/LSWD Officer of Santa, Galimuyod, Lidlidda, Salcedo, San Esteban, Burgos, Banayoyo, Santiago, Sta. Maria		
	Ilocos Sur – Geographic ally Isolated and Disadvanta ged Areas (GIDA)	Three Million Two Hundred Twenty- three Thousand Eight Hundred Pesos only (PhP3,223,800.00)	C/LSWD Offices of Gregorio del Pilar, Nagbukel, Quirino, San Emilio, Alilem, Sugpon, Sigay, Suyo	C/LSWD Officer of Gregorio del Pilar, Nagbukel, Quirino, San Emilio, Alilem, Sugpon, Sigay, Suyo		

La Union – District 1	Four Million Three Hundred Two Thousand Pesos only (PhP4,302,000.00)	C/LSWD Offices of Sudipen, San Gabriel, Santol, City of San Fernando	C/LSWD Officer of Sudipen, San Gabriel, Santol, City of San Fernando		
La Union – District 2	Five Million Forty-three Thousand Pesos only (PhP5,043,000.00)	C/LSWD Offices of Pugo, Tubao, Caba, Naguilian, Bagulin, Burgos	C/LSWD Officer of Pugo, Tubao, Caba, Naguilian, Bagulin, Burgos		
Pangasinan – District 1-3	One Million Six Hundred Fifty-six Thousand Pesos only (PhP1,656,000.00)	C/LSWD Offices of Labrador and Mapandan	C/LSWD Officer of Pugo, Tubao, Caba, Naguilian, Bagulin, Burgos		
Pangasinan – District 4-6	Four Million One Hundred Ninety-four Thousand Pesos only (PhP4,194,000.00)	C/LSWD Offices of Labrador and Mapandan	C/LSWD Officer of Labrador and Mapandan		

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 AWARDDEE.

IV. TRANSPORTATION

Transportation – Where the AWARDDEE 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 AWARDDEE, 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 AWARDDEE 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 AWARDDEE 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 AWARDDEE 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 AWARDDEE 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 Adams, Bangui, Burgos, Carasi, Pagudpud, Dumalneg, Pasuquin, Piddig, Sarrat, Ilocos Norte (District 1)**

C/LSWD Offices of Currimaog, Solsona, Paoay, Pinili, Nueva Era, Banna, Badoc, Marcos, Ilocos Norte (District 2)

C/LSWD Offices of Sta. Catalina, Caoayan, Bantay, San Vicente, San Ildefonso, Ilocos Sur (District 1)

C/LSWD Offices of Santa, Galimuyod, Lidlidda, Salcedo, San Esteban, Burgos, Banayoyo, Santiago, Sta, Maria, Ilocos Sur (District 2)

C/LSWD Offices of Gregorio del Pilar, Nagbukel, Quirino, San Emilio, Alilem, Sugpon, Sigay, Suyo, Ilocos Sur (Geographically Isolated and Disadvantaged Areas (GIDA))

C/LSWD Offices of Sudipen, San Gabriel, Santol, City of San Fernando, La Union (District 1)

C/LSWD Offices of Pugo, Tubao, Caba, Naguilian, Bagulin, Burgos, La Union (District 2)

C/LSWD Offices of Labrador and Mapandan, Pangasinan (District 1-3)

C/LSWD Offices of Sto. Tomas, Sta. Maria, San Quintin, San Nicolas, Natividad, Pangasinan (District 4-6)

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

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

Technical Specifications of SFP Goods for the 11th Cycle Implementation

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 – District 1	Four Million Six Hundred Seventy-one Thousand Pesos only (PhP4,671,000.00)	C/LSWD Offices of Adams, Bangui, Burgos, Carasi, Pagudpud, Dumalneg, Pasuquin, Piddig, Sarrat	C/LSWD Officer of Adams, Bangui, Burgos, Carasi, Pagudpud, Dumalneg, Pasuquin, Piddig, Sarrat	2 deliveries for 120 feeding days	Attachments A: PPMP B: FOOD REQUIREMENT PER DELIVERY C.MENU
	Ilocos Norte – District 2	Five Million Two Hundred Fifty-six Thousand Pesos only (PhP5,256,000.00)	C/LSWD Offices of Currimao, Solsona, Paoay, Pinili, Nueva Era, Banna, Badoc, Marcos	C/LSWD Officer of Currimao, Solsona, Paoay, Pinili, Nueva Era, Banna, Badoc, Marcos		
	Ilocos Sur – District 1	Three Million Seventy-eight Thousand Pesos only (PhP3,078,000.00)	C/LSWD Offices of Sta. Catalina, Caoayan, Bantay, San Vicente, San Ildefonso	C/LSWD Officer of Sta. Catalina, Caoayan, Bantay, San Vicente, San Ildefonso		
	Ilocos Sur – District 2	Five Million Ninety-four Thousand Pesos only (PhP5,094,000.00)	C/LSWD Offices of Santa, Galimuyod, Lidlidda, Salcedo, San Esteban, Burgos, Banayoyo, Santiago, Sta. Maria	C/LSWD Officer of Santa, Galimuyod, Lidlidda, Salcedo, San Esteban, Burgos, Banayoyo, Santiago, Sta. Maria		
	Ilocos Sur – Geographically Isolated and Disadvantaged Areas (GIDA)	Three Million Two Hundred Twenty-three Thousand Eight Hundred Pesos only (PhP3,223,800.00)	C/LSWD Offices of Gregorio del Pilar, Nagbukel, Quirino, San Emilio,	C/LSWD Officer of Gregorio del Pilar, Nagbukel, Quirino, San Emilio,		

			Alilem, Sugpon, Sigay, Suyo	Alilem, Sugpon, Sigay, Suyo		
	La Union – District 1	Four Million Three Hundred Two Thousand Pesos only (PhP4,302,000.00)	C/LSWD Offices of Sudipen, San Gabriel, Santol, City of San Fernando	C/LSWD Officer of Sudipen, San Gabriel, Santol, City of San Fernando		
	La Union – District 2	Five Million Forty- three Thousand Pesos only (PhP5,043,000.00)	C/LSWD Offices of Pugo, Tubao, Caba, Naguilian, Bagulin, Burgos	C/LSWD Officer of Pugo, Tubao, Caba, Naguilian, Bagulin, Burgos		
	Pangasinan – District 1-3	One Million Six Hundred Fifty-six Thousand Pesos only (PhP1,656,000.00)	C/LSWD Offices of Labrador and Mapandan	C/LSWD Officer of Labrador and Mapandan		
	Pangasinan – District 4-6	Four Million One Hundred Ninety- four Thousand Pesos only (PhP4,194,000.00)	C/LSWD Offices of Sto. Tomas, Sta. Maria, San Quintin, San Nicolas, Natividad	C/LSWD Officer of Sto. Tomas, Sta. Maria, San Quintin, San Nicolas, Natividad		

BIDDERS'S UNDERTAKING

The undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the terms in accordance with the terms and conditions contained in the bid documents, including the posting of the required Performance Security within ten (10) calendar days from receipt of Notice of Award.

Until formal contract/order confirmation is prepared and signed, this Bid is binding.

Name of Bidder

Name of Authorized Representative

Signature of Authorized Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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

- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) 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**
- ☐ (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).

