



PHILIPPINE BIDDING DOCUMENTS

Supply and Delivery of Food Stuffs (1 Lot) for production of Family Food Packs as Field Office Standby Stockpile

P 2,957,360.00

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Invitation to Bid

Supply and Delivery of Food Stuffs (1 Lot) for production of Family Food Packs as Field Office Standby Stockpile

1. The **Department of Social Welfare and Development, Field Office 02**, through the **Government of the Philippines (GOP)**, funded under **P/A/P QRF-CF 330100100003000 Cont (50203060)** intends to apply the sum of **Two Million Nine Hundred Fifty Seven Thousand Three Hundred Sixty Pesos (P 2,957,360.00)** being the **Approved Budget for the Contract (ABC)** to payment for the project: **Supply and Delivery of Food Stuffs (1 Lot) for production of Family Food Packs as Field Office Standby Stockpile.**

Item no.	Item Description		QTY	Unit
1.	Canned Corned Beef, 48 tins/box		778	boxes
	Type	Canned Corned Beef. Canned Corn Beef, Plain (not guisado/chunk/Karne Norte) non easy-open Can		
	Weight/Tin	At least 150 grams		
	Label/Marking Requirements	<p>Certified Halal (to be printed on the product label)</p> <p>With Nutritional information on the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged food Products Distributed in the Philippines"</p> <p>Expiration Date (to be printed on the product label)</p>		
	Packaging	<p>Tin Can</p> <p>Can Thickness (At least): Top End: 0.14mm Bottom: 0.14mm Body: 0.14mm</p> <p>No. of Beads: Minimum if 10 beads</p>		
	Shelf Life	Not less than two (2) years from the date of delivery		
	Other Descriptions	The Brand must be existing in the Philippine Market for at least five (5) years		
2	Canned Sardines, 100 tins/box		187	boxes
	Type	Canned Sardines, in Tomato Sauce, not spicy, non-easy-open can		
	Weight/Tin	<p>At least 155 grams,</p> <ul style="list-style-type: none"> • at least 3-4 pieces of sardines or equivalent • Length of each cut of sardines must be around 2 ½"- 3 ½ " or equivalent <p>Note: Aggregate Length pieces if sardines</p>		

		must not be less than the minimum requirements (3pcs x 2 ½" = 7.5")		
	Label/Marking Requirements	<p>Certified Halal (to be printed on the product label)</p> <p>With Nutritional information on the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged food Products Distributed in the Philippines"</p> <p>Expiration Date (to be printed on the product label)</p>		
	Packaging	<p>Tin Can</p> <p>Can Thickness (At least): Top End: 0.14mm Bottom: 0.14mm Body: 0.14mm</p> <p>No. of Beads: Minimum if 10 beads</p>		
	Shelf Life	Not less than two (2) years from the date of delivery		
	Other Descriptions	The Brand must be existing in the Philippine Market for at least five (5) years		
3	Canned Tuna Flakes, 48 tins/box		779	boxes
	Type	Canned Tuna, Flakes in Oil, not Spicy, in non-easy/open can (easy open if non-easy open tine can is limited or not available in the market)		
	Weight/Tin	At least 155 grams		
	Label/Marking Requirements	<p>Certified Halal (to be printed on the product label)</p> <p>With Nutritional information on the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged food Products Distributed in the Philippines"</p> <p>Expiration Date (to be printed on the product label)</p>		
	Packaging	<p>Tin Can</p> <p>Can Thickness (At least): Top End: 0.14mm Bottom: 0.14mm Body: 0.14mm</p> <p>No. of Beads: Minimum if 10 beads</p>		
	Shelf Life	Not less than two (2) years from the date of delivery		
	Other	The Brand must be existing in the		

	Descriptions	Philippine Market for at least five (5) years		
4	Instant Choco Malt Drink, 24 strips/box, (10 sachets/strip)		158	boxes
	Type	Instant Choco Malt		
	Weight/Tin	20-32 grams		
	Label/Marking Requirements	<p>Certified Halal (to be printed on the product label)</p> <p>With Nutritional information on the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the “Rules and Regulations Governing the Labeling of Prepackaged food Products Distributed in the Philippines”</p> <p>Expiration Date (to be printed on the product label)</p>		
	Shelf Life	Not less than nine (9) months from the date of delivery		
	Other Descriptions	The Brand must be existing in the Philippine Market for at least three (3) years		
	Note: Every item should have the same expiration date upon delivery			

2. The **Department of Social Welfare and Development Field Office 02** now **invites bids** for the **Supply and Delivery of Food Stuffs (1 Lot) for production of Family Food Packs as Field Office Standby Stockpile**. Bidders should have completed, within five (5) 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 Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
- 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 5183 and subject to Commonwealth Act 138.
4. Interested bidders may obtain further information from **DSWD Field Office 02 Bids and Awards Committee (BAC) through the BAC Secretariat** and inspect the Bidding Documents at the address given below during office hours, **8:00AM-5:00PM, Monday-Friday**.
 5. **A complete set of Bidding Documents** may be purchased by interested bidders from **May 27 – June 15, 2022** on the address below and upon payment of a **non-**

refundable fee pursuant to GPPB Resolution No. 04-2012 dated February 24, 2012 in the amount of Five Thousand Pesos (P 5,000.00)

6. A **pre-bid conference** will be conducted on **June 3, 2022 at 10:00 A.M.** at the **DSWD Field Office 02, Brgy. Carig, Tuguegarao City** which shall be open to all **interested parties** who have/haven't **purchased the Bidding Documents**. Prospective bidders may participate through video conferencing via Google Meet.
7. **Bids must be delivered** to the address below or it can be sent thru email with password protected **on or before June 15, 2022 at 10:00 A.M.** All bids must be accompanied by a bid security in any of the acceptable form and in the amount stated in **Instructions to Bidders Clause 18**.

Bid opening shall be immediately after the deadline for the submission and receipt of bids **June 15, 2022 at 10:00 A.M.** to be held at **DSWD Field Office 02, Brgy. Carig, Tuguegarao City**. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. **Late bids shall not be accepted.**

8. **The Department of Social Welfare and Development Field Office 02** reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
9. **The Bids and Awards Committee** assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of the bid.
10. For further information, please refer to:

THE BAC CHAIRPERSON

Bids and Awards Committee
c/o BAC Secretariat
DSWD FO 02, Carig, Tuguegarao City
Tel. No. 078-304-1004
Telefax No. 078-304-0586

Original signed
CELSO L. ARAO, JR.
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Social Welfare and Development Field Office 02* wishes to receive Bids for the *Supply and Delivery of Food Stuffs (1 Lot) for production of Family Food Packs as Field Office Standby Stockpile* with identification number *2022-05-0801*.

The Procurement Project (referred to herein as “Project”) is composed 1 Lot, 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 *Two Million Nine Hundred Fifty Seven Thousand Three Hundred Sixty Pesos (P 2,957,360.00)*

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *twenty-five percent (25%)* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
 - 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 Field Office 02, Carig Sur, Tuguegarao city, Cagayan* and/or through videoconferencing/webcasting} 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 *as provided in paragraph 2 of the IB* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 *120 Calendar Days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of

RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Food Stuffs/Groceries. b. Completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <u>P 59,147.20</u> <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; or b. The amount of not less than <u>P 147,868.00</u> <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	Supply and Delivery of Food Stuffs (1 Lot) for production of Family Food Packs as Field Office Standby Stockpile
20.2	Bidders are required to bring their original Licenses/Registrations/ certificates for appropriate authentication/validation
21.2	<i>n/a</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *[[Include if Framework Agreement will be used:]] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

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 *[[Include if Framework Agreement will be used:]]* or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><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.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>DSWD Field Office 02 Carig Sur, Tuguegarao city</i>. 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 Rowena S. Arugay.</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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i>

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

Spare Parts –

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.

Spare parts or components shall be supplied as promptly as possible, but in any case, within desired 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.

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until</p>

	<p>their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>Not applicable</i>
4	Not applicable

Section VI. Schedule of Requirements

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

Item no.	Item Description	QTY	Unit
1	Canned Corned Beef, 48 tins/box	778	boxes
2	Canned Sardines, 100 tins/box	187	boxes
3	Canned Tuna Flakes, 48 tins/box	779	boxes
4	Instant Choco Malt Drink, 24 strips/box, (10 sachets/strip)	158	boxes
	Approved Budget of the Contract: P 2,957,360.00		

Delivery Site: DSWD Field Office 02 Carig Sur, Tuguegarao city

Delivery Schedule: Within 15 Calendar Days upon receipt of Notice to Proceed

Section VII. Technical Specifications

Technical Specifications

Item no.	Particulars	Statement of Compliance												
1.	Canned Corned Beef, 48 tins/box													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Type</td> <td>Canned Corned Beef. Canned Corn Beef, Plain (not guisado/chunk/Karne Norte) non easy-open Can</td> </tr> <tr> <td>Weight/Tin</td> <td>At least 150 grams</td> </tr> <tr> <td>Label/Marking Requirements</td> <td> <p>Certified Halal (to be printed on the product label)</p> <p>With Nutritional information on the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the “Rules and Regulations Governing the Labeling of Prepackaged food Products Distributed in the Philippines”</p> <p>Expiration Date (to be printed on the product label)</p> </td> </tr> <tr> <td>Packaging</td> <td> <p>Tin Can</p> <p>Can Thickness (At least): Top End: 0.14mm Bottom: 0.14mm Body: 0.14mm</p> <p>No. of Beads: Minimum if 10 beads</p> </td> </tr> <tr> <td>Shelf Life</td> <td>Not less than two (2) years from the date of delivery</td> </tr> <tr> <td>Other Descriptions</td> <td>The Brand must be existing in the Philippine Market for at least five (5) years</td> </tr> </table>	Type	Canned Corned Beef. Canned Corn Beef, Plain (not guisado/chunk/Karne Norte) non easy-open Can	Weight/Tin	At least 150 grams	Label/Marking Requirements	<p>Certified Halal (to be printed on the product label)</p> <p>With Nutritional information on the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the “Rules and Regulations Governing the Labeling of Prepackaged food Products Distributed in the Philippines”</p> <p>Expiration Date (to be printed on the product label)</p>	Packaging	<p>Tin Can</p> <p>Can Thickness (At least): Top End: 0.14mm Bottom: 0.14mm Body: 0.14mm</p> <p>No. of Beads: Minimum if 10 beads</p>	Shelf Life	Not less than two (2) years from the date of delivery	Other Descriptions	The Brand must be existing in the Philippine Market for at least five (5) years	
Type	Canned Corned Beef. Canned Corn Beef, Plain (not guisado/chunk/Karne Norte) non easy-open Can													
Weight/Tin	At least 150 grams													
Label/Marking Requirements	<p>Certified Halal (to be printed on the product label)</p> <p>With Nutritional information on the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the “Rules and Regulations Governing the Labeling of Prepackaged food Products Distributed in the Philippines”</p> <p>Expiration Date (to be printed on the product label)</p>													
Packaging	<p>Tin Can</p> <p>Can Thickness (At least): Top End: 0.14mm Bottom: 0.14mm Body: 0.14mm</p> <p>No. of Beads: Minimum if 10 beads</p>													
Shelf Life	Not less than two (2) years from the date of delivery													
Other Descriptions	The Brand must be existing in the Philippine Market for at least five (5) years													
2	Canned Sardines, 100 tins/box													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Type</td> <td>Canned Sardines, in Tomato Sauce, not spicy, non-easy-open can</td> </tr> <tr> <td>Weight/Tin</td> <td> <p>At least 155 grams,</p> <ul style="list-style-type: none"> • at least 3-4 pieces of sardines or equivalent • Length of each cut of sardines must be around 2 ½”- 3 ½ ” or equivalent <p>Note: Aggregate Length pieces if sardines must not be less than the minimum requirements (3pcs x 2 ½” = 7.5”)</p> </td> </tr> <tr> <td>Label/Marking Requirements</td> <td> <p>Certified Halal (to be printed on the product label)</p> <p>With Nutritional information on the label based on the nutritional daily</p> </td> </tr> </table>	Type	Canned Sardines, in Tomato Sauce, not spicy, non-easy-open can	Weight/Tin	<p>At least 155 grams,</p> <ul style="list-style-type: none"> • at least 3-4 pieces of sardines or equivalent • Length of each cut of sardines must be around 2 ½”- 3 ½ ” or equivalent <p>Note: Aggregate Length pieces if sardines must not be less than the minimum requirements (3pcs x 2 ½” = 7.5”)</p>	Label/Marking Requirements	<p>Certified Halal (to be printed on the product label)</p> <p>With Nutritional information on the label based on the nutritional daily</p>							
Type	Canned Sardines, in Tomato Sauce, not spicy, non-easy-open can													
Weight/Tin	<p>At least 155 grams,</p> <ul style="list-style-type: none"> • at least 3-4 pieces of sardines or equivalent • Length of each cut of sardines must be around 2 ½”- 3 ½ ” or equivalent <p>Note: Aggregate Length pieces if sardines must not be less than the minimum requirements (3pcs x 2 ½” = 7.5”)</p>													
Label/Marking Requirements	<p>Certified Halal (to be printed on the product label)</p> <p>With Nutritional information on the label based on the nutritional daily</p>													

		allowance intake based on DOH AO No. 2014-0030 otherwise known as the “Rules and Regulations Governing the Labeling of Prepackaged food Products Distributed in the Philippines” Expiration Date (to be printed on the product label)	
	Packaging	Tin Can Can Thickness (At least): Top End: 0.14mm Bottom: 0.14mm Body: 0.14mm No. of Beads: Minimum if 10 beads	
	Shelf Life	Not less than two (2) years from the date of delivery	
	Other Descriptions	The Brand must be existing in the Philippine Market for at least five (5) years	
3	Canned Tuna Flakes, 48 tins/box		
	Type	Canned Tuna, Flakes in Oil, not Spicy, in non-easy/open can (easy open if non-easy open tin can is limited or not available in the market)	
	Weight/Tin	At least 155 grams	
	Label/Marking Requirements	Certified Halal (to be printed on the product label) With Nutritional information on the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the “Rules and Regulations Governing the Labeling of Prepackaged food Products Distributed in the Philippines” Expiration Date (to be printed on the product label)	
	Packaging	Tin Can Can Thickness (At least): Top End: 0.14mm Bottom: 0.14mm Body: 0.14mm No. of Beads: Minimum if 10 beads	
	Shelf Life	Not less than two (2) years from the date of delivery	
	Other Descriptions	The Brand must be existing in the Philippine Market for at least five (5) years	
4	Instant Choco Malt Drink, 24 strips/box, (10 sachets/strip)		

	Type	Instant Choco Malt	
	Weight/Tin	20-32 grams	
	Label/Marking Requirements	<p>Certified Halal (to be printed on the product label)</p> <p>With Nutritional information on the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030 otherwise known as the “Rules and Regulations Governing the Labeling of Prepackaged food Products Distributed in the Philippines”</p> <p>Expiration Date (to be printed on the product label)</p>	
	Shelf Life	Not less than nine (9) months from the date of delivery	
	Other Descriptions	The Brand must be existing in the Philippine Market for at least three (3) years	
	Note: Every item should have the same expiration date upon delivery		

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (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.

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).

