

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 | 4 |
| Section I. Invitation to Bid | 7 |
| Section II. Instructions to Bidders | 11 |
| 1. Scope of Bid | 12 |
| 2. Funding Information | 12 |
| 3. Bidding Requirements..... | 12 |
| 4. Corrupt, Fraudulent, Collusive, and Coercive Practices | 12 |
| 5. Eligible Bidders..... | 13 |
| 6. Origin of Goods | 13 |
| 7. Subcontracts | 13 |
| 8. Pre-Bid Conference | 13 |
| 9. Clarification and Amendment of Bidding Documents | 13 |
| 10. Documents comprising the Bid: Eligibility and Technical Components..... | 13 |
| 11. Documents comprising the Bid: Financial Component..... | 14 |
| 12. Bid Prices | 14 |
| 13. Bid and Payment Currencies | 15 |
| 14. Bid Security..... | 15 |
| 15. Sealing and Marking of Bids | 15 |
| 16. Deadline for Submission of Bids..... | 15 |
| 17. Opening and Preliminary Examination of Bids..... | 15 |
| 18. Domestic Preference | 16 |
| 19. Detailed Evaluation and Comparison of Bids..... | 16 |
| 20. Post-Qualification | 16 |
| 21. Signing of the Contract..... | 17 |
| Section III. Bid Data Sheet | 18 |
| Section IV. General Conditions of Contract | 20 |
| 1. Scope of Contract..... | 21 |
| 2. Advance Payment and Terms of Payment..... | 21 |
| 3. Performance Security | 21 |
| 4. Inspection and Tests | 21 |
| 5. Warranty | 22 |
| 6. Liability of the Supplier | 22 |
| Section V. Special Conditions of Contract | 23 |
| Section VI. Schedule of Requirements | 28 |
| Section VII. Technical Specifications | 31 |
| Section VIII. Checklist of Technical and Financial Documents | 35 |

Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – Free Carrier” shipping point.

FOB – Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

Project No. 2022-003



Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION
SCHOOLS DIVISION OFFICE OF MUNTINLUPA CITY

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF NUTRITIOUS FOOD PRODUCTS FOR KINDER TO GRADE 6 FEEDING BENEFICIARIES OF SDO-MUNTINLUPA CITY, SCHOOL-BASED FEEDING PROGRAM IMPLEMENTATION FOR SY 2021-2022 (30 DAYS)-SUPPLEMENTAL

1. The *Schools Division Office-Muntinlupa City*, through the *Republic Act No. 11639-Fiscal Year (FY) 2022 General Appropriations Act as an Allotment (GAAAO) dated January 3, 2022 with Sub-Allotment Release Order (Sub-ARO) No. OSEC-NCR-22-0985*, intends to apply the sum of *Six Million One Hundred Ninety Six Thousand Five Hundred Pesos (Php 6,196,500.00)* being the ABC to payments under the contract for the *Supply and Delivery of Nutritious Food Products for Kinder to Grade 6 Feeding Beneficiaries of SDO-Muntinlupa City, School-Based Feeding Program Implementation for SY 2021-2022 (30 Days)-Supplemental*. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The *Schools Division Office-Muntinlupa City* now invites bids for the above Procurement Project Delivery of the Goods which is required by **June 6, 2022, June 13, 2022 and June 20, 2022**. Bidders should have completed, within 5 years from the date of the 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 procedure 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 *Schools Division Office-Muntinlupa City* and inspect the Bidding Documents at the address given below from **8:00 am – 5:00 pm**.

5. A complete set of Bidding Documents may be acquired by interested Bidders starting on **May 5, 2022**, from the **BAC Secretariat at the Student Center for Life Skills Building (SCLS), Centennial Avenue, Laguerta, Tunasan, Muntinlupa City** upon payment of the applicable fee for the Bidding Documents pursuant to the latest guidelines issued by the GPPB, upon payment in cash or online, of **Ten Thousand Pesos (PhP 10,000.00)**.

The Schedule and Venue of the procuring activities are as follows:

| Activity | Date | Venue |
|--------------------------------|--|--|
| Posting | May 5 - 12, 2022 | PhilGEPS |
| Issuance of Bidding Documents | May 5 - 25, 2022 (8:00 am to 5:00 pm – regular office hours) | Schools Division Office Muntinlupa City or thru the official email of SDO-Muntinlupa BAC |
| Pre-Bid Conference | May 13, 2022, Friday, 1:30pm | Invitation shall be sent by the BAC Secretariat to the email address of the bidders |
| Submission and Opening of Bids | May 26, 2022, Thursday, 1:30 pm | Schools Division Office Muntinlupa City (SCLS Bldg. 4th floor Activity Center) |

6. The **Schools Division Office-Muntinlupa City** will hold a Pre-Bid Conference on **¹May 13, 2022, Friday, 1:30 pm** via Zoom, which shall be open to prospective bidders. Prospective Bidders shall obtain the Zoom link from the authorized personnel of SDO-Muntinlupa City Bids and Awards Committee Secretariat.
7. Bids (in printed copies) must be duly received by the BAC Secretariat through manual submission to the office address indicated below, or thru any courier on or before **May 26, 2022, Thursday, 1:30 pm**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening (face-to-face) shall be on **May 26, 2022, Thursday, 1:30 pm** at the **Schools Division Office-Muntinlupa City (SCLS Bldg. 4th floor Activity Center), Centennial Ave., Laguerta, Tunasan, Muntinlupa City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The **Schools Division Office-Muntinlupa City** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Ms. Phoebe R. Arroyo
BAC Secretariat-Chair
SDO Muntinlupa City
Centennial Avenue, Laguerta, Tunasan, Muntinlupa City
(02) 805-9938 / (02) 805-9940 loc. 120
sdomuntinlupabacsec@gmail.com

Mr. Joseph D. Nilo
BAC Secretariat-Member
SDO Muntinlupa City
Centennial Avenue, Laguerta, Tunasan, Muntinlupa City
(02) 805-9938 / (02) 805-9940 loc. 122
sdomuntinlupabacsec@gmail.com

12. You may visit the website: <http://depedmuntinlupa.ph> for the downloading of the Bidding Documents.

NERISSA R. LOMEDA PhD
BAC Chair

May 5, 2022

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (IB) 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 Procuring Entity, Schools Division Office-Muntinlupa City wishes to receive Bids for the **Supply and Delivery of Nutritious Food Products for Kinder to Grade 6 Feeding Beneficiaries of SDO-Muntinlupa City, School-Based Feeding Program Implementation for SY 2021-2022 (30 Days)-Supplemental**, with identification number **Project No. 2022-003**.*

2. Funding Information

1. The GOP through the source of funding as indicated below **Republic Act No. 11639 - Fiscal Year (FY) 2022 General Appropriations Act as an Allotment (GAAAO) dated January 3, 2022 with Sub-Allotment Release Order (Sub-ARO) No. OSEC-NCR-22-0985** in the amount of **Six Million One Hundred Ninety Six Thousand Five Hundred Pesos (Php 6,196,500.00)**.
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.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

1. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **May 13, 2022, Friday, 1:30 pm via Zoom** 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

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)**.
2. The Bidder's SLCC as indicated in **IB** Clause 5.3 should have been completed within **5 years** prior to the deadline for the submission and receipt of bids.

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

1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
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.
3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
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.
5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

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.

13. Bid and Payment Currencies

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

14. Bid Security

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**.
2. The Bid and bid security shall be valid until **December 31, 2022**. 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 original copy and two photocopies 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.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit (physical or through courier) on the specified date and time to its physical address indicated in paragraph 5 of the **IB**.

17. Opening and Preliminary Examination of Bids

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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

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

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.
2. 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.
3. The Project shall be awarded by Lot; One Project having several items that shall be awarded as one contract.
4. 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

1. 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid either manually or through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework

Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

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

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 IB 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 IB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the IB 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> <ul style="list-style-type: none"> a. Any project/s related to food supply. b. Completed within 5 years prior to the deadline for the submission and receipt of bids. |
| 7.1 | Not Applicable – Subcontracting is not allowed |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than P 123,930.00, 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 P 309,825.00 if bid security is in Surety Bond. |

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. *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 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

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.
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 | <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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p style="text-align: center;">SCHOOL PRINCIPALS / OFFICERS-IN-CHARGE</p> <p>ELEMENTARY SCHOOLS</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">NAME</th> <th style="text-align: left;">Position/ Designation</th> <th style="text-align: left;">School/Office</th> </tr> </thead> <tbody> <tr> <td colspan="3">District I</td> </tr> <tr> <td>Dr. MA. AURORA S. BARTOLABA</td> <td>Principal IV</td> <td>Muntinlupa ES</td> </tr> <tr> <td>Mr. EDIZER C. LAQUEO</td> <td>Principal II</td> <td>Bayanan ES - Main</td> </tr> <tr> <td>Dr. ANTONIO C. GAGALA</td> <td>Principal III</td> <td>Itaas ES</td> </tr> <tr> <td>Dr. RAUL T. FELIX</td> <td>Principal IV</td> <td>Poblacion ES</td> </tr> <tr> <td>Mr. FELIPE W. MARAPAO</td> <td>Asst. Principal II</td> <td>Putatan ES</td> </tr> <tr> <td>Dr. JENNIFER JOSON</td> <td>Principal II</td> <td>Tunasan ES</td> </tr> <tr> <td>Ms. MARIA HAZEL B. HERNANDEZ</td> <td>Principal II</td> <td>Victoria Homes ES</td> </tr> <tr> <td>Ms. NOEMI B. ZARATE</td> <td>Principal II</td> <td>Soldiers' Hills ES</td> </tr> <tr> <td>Mr. REYNALDO O. COMISARIO</td> <td>OIC - Principal</td> <td>F. de Mesa ES</td> </tr> <tr> <td>Dr. ROSENDO E. SANGALANG</td> <td>Principal IV</td> <td>Lakeview Integrated School (former: LES/ PEDHS Lakeview Annex)</td> </tr> <tr> <td colspan="3">District II</td> </tr> <tr> <td>Dr. SHELLA C. NAVARRO</td> <td>Principal IV</td> <td>Alabang ES</td> </tr> <tr> <td>Ms. OLIVIA G. ELLOSO</td> <td>Principal II</td> <td>Filinvest Alabang ES</td> </tr> <tr> <td>Ms. EDEN G. CADO</td> <td>OIC - Principal</td> <td>Bagong Silang ES</td> </tr> <tr> <td>Dr. BUENA C. DELA CRUZ</td> <td>Principal II</td> <td>Bayanan ES - Unit I</td> </tr> <tr> <td>Mr. HILARIO O. CANASA</td> <td>Principal I</td> <td>Buli ES</td> </tr> <tr> <td>Ms. RHODORA V. MANDAP</td> <td>Principal III</td> <td>Cupang ES - Main</td> </tr> <tr> <td>Ms. MARY ANN C. ESMERIA</td> <td>OIC - Principal</td> <td>Cupang ES - Annex</td> </tr> <tr> <td>Dr. JANE MAY C. VALBUENA</td> <td>Principal IV</td> <td>Sucacat ES - Main</td> </tr> <tr> <td>Dr. JAIME A. BAUTISTA</td> <td>OIC - Principal</td> <td>Sucacat ES – Sitio Pagkakaisa Zone 3 Annex</td> </tr> <tr> <td>Ms. ALMA O. BITUIN</td> <td>OIC - Principal</td> <td>Sucacat ES – Sitio Pagkakaisa Zone 4 Annex</td> </tr> </tbody> </table> | NAME | Position/ Designation | School/Office | District I | | | Dr. MA. AURORA S. BARTOLABA | Principal IV | Muntinlupa ES | Mr. EDIZER C. LAQUEO | Principal II | Bayanan ES - Main | Dr. ANTONIO C. GAGALA | Principal III | Itaas ES | Dr. RAUL T. FELIX | Principal IV | Poblacion ES | Mr. FELIPE W. MARAPAO | Asst. Principal II | Putatan ES | Dr. JENNIFER JOSON | Principal II | Tunasan ES | Ms. MARIA HAZEL B. HERNANDEZ | Principal II | Victoria Homes ES | Ms. NOEMI B. ZARATE | Principal II | Soldiers' Hills ES | Mr. REYNALDO O. COMISARIO | OIC - Principal | F. de Mesa ES | Dr. ROSENDO E. SANGALANG | Principal IV | Lakeview Integrated School (former: LES/ PEDHS Lakeview Annex) | District II | | | Dr. SHELLA C. NAVARRO | Principal IV | Alabang ES | Ms. OLIVIA G. ELLOSO | Principal II | Filinvest Alabang ES | Ms. EDEN G. CADO | OIC - Principal | Bagong Silang ES | Dr. BUENA C. DELA CRUZ | Principal II | Bayanan ES - Unit I | Mr. HILARIO O. CANASA | Principal I | Buli ES | Ms. RHODORA V. MANDAP | Principal III | Cupang ES - Main | Ms. MARY ANN C. ESMERIA | OIC - Principal | Cupang ES - Annex | Dr. JANE MAY C. VALBUENA | Principal IV | Sucacat ES - Main | Dr. JAIME A. BAUTISTA | OIC - Principal | Sucacat ES – Sitio Pagkakaisa Zone 3 Annex | Ms. ALMA O. BITUIN | OIC - Principal | Sucacat ES – Sitio Pagkakaisa Zone 4 Annex |
| NAME | Position/ Designation | School/Office | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| District I | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dr. MA. AURORA S. BARTOLABA | Principal IV | Muntinlupa ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mr. EDIZER C. LAQUEO | Principal II | Bayanan ES - Main | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dr. ANTONIO C. GAGALA | Principal III | Itaas ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dr. RAUL T. FELIX | Principal IV | Poblacion ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mr. FELIPE W. MARAPAO | Asst. Principal II | Putatan ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dr. JENNIFER JOSON | Principal II | Tunasan ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ms. MARIA HAZEL B. HERNANDEZ | Principal II | Victoria Homes ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ms. NOEMI B. ZARATE | Principal II | Soldiers' Hills ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mr. REYNALDO O. COMISARIO | OIC - Principal | F. de Mesa ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dr. ROSENDO E. SANGALANG | Principal IV | Lakeview Integrated School (former: LES/ PEDHS Lakeview Annex) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| District II | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dr. SHELLA C. NAVARRO | Principal IV | Alabang ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ms. OLIVIA G. ELLOSO | Principal II | Filinvest Alabang ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ms. EDEN G. CADO | OIC - Principal | Bagong Silang ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dr. BUENA C. DELA CRUZ | Principal II | Bayanan ES - Unit I | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mr. HILARIO O. CANASA | Principal I | Buli ES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ms. RHODORA V. MANDAP | Principal III | Cupang ES - Main | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ms. MARY ANN C. ESMERIA | OIC - Principal | Cupang ES - Annex | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dr. JANE MAY C. VALBUENA | Principal IV | Sucacat ES - Main | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dr. JAIME A. BAUTISTA | OIC - Principal | Sucacat ES – Sitio Pagkakaisa Zone 3 Annex | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Ms. ALMA O. BITUIN | OIC - Principal | Sucacat ES – Sitio Pagkakaisa Zone 4 Annex | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Payment

Payment shall be made only upon a certification by the HOPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall duly be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten Percent (10%) of the amount of each payment shall be

retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.

The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by the documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfilment of other obligations stipulated in this Contract.

Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.

Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

Incidental Services

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

- 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

- 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.

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.

Packaging

The Supplier shall provide such packaging of the goods 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, 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: Please refer to the attached Purchase Request.

Final Destination: 20 Public Elementary Schools

Any special handling instructions: Properly sealed and keep it dry.

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.

Section VI. Schedule of Requirements

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

School - Based Feeding Program SY 2021 - 2022 Supplemental Cycle Menu of Nutritious Food Products (NFP) for 30 Feeding Days

| DAY WEEK | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY | SUNDAY |
|----------|--|---|---|---|---|---|---|
| 1st | | | (6/1/2022) Nutripacks Nutri Cookies 1 pack @ 60 -100 g | (6/2/2022) Iron Fortified Rice (IFR) (350 gms/ serving) Raw, Uncooked | (6/3/2022) Fresh Eggs 2 pieces, XL (56 g or more per piece) | (6/4/2022) Banana Saba 1 piece (75 - 85 gms) | (6/5/2022) 1 Single Serve Nutripack Oatmeal Champorado (60 - 100 gm) |
| 2nd | (6/6/2022) 1 piece Enhanced Nutribun (120 -160 gms) Squash | (6/7/2022) Camote Tea (200 ml) | (6/8/2022) Nutripacks Nutri Cookies 1 pack @ 60 -100 g | (6/9/2022) Iron Fortified Rice (IFR) (350 gms/ serving) Raw, Uncooked | (6/10/2022) Fresh Eggs 2 pieces, XL (56 g or more per piece) | (6/11/2022) Banana Saba 1 piece (75 - 85 gms) | (6/12/2022) 1 Single Serve Nutripack Oatmeal Champorado (60 - 100 gm) |
| 3rd | (6/13/2022) 1 piece Enhanced Nutribun (120 -160 gms) Squash | (6/14/2022) Camote Tea (200 ml) | (6/15/2022) Nutripacks Nutri Cookies 1 pack @ 60 -100 g | (6/16/2022) Iron Fortified Rice (IFR) (350 gms/ serving) Raw, Uncooked | (6/17/2022) Fresh Eggs 2 pieces, XL (56 g or more per piece) | (6/18 & 25/2022) Banana Saba 2 pieces (75 - 85 gms) Double Feeding | (6/19 & 26/ 2022) 2 pieces of 1 Single Serve Nutripack Oatmeal Champorado (60 - 100 gm) Double Feeding |
| 4th | (6/20 & 6/27/2022) 2 pieces Enhanced Nutribun (120 -160 gms) Squash Double Feeding | (6/21 & 6/28/2022) 2 pieces Camote Tea (200 ml) Double Feeding | (6/22 & 6/29/2022) 2 pieces Nutripacks Nutri Cookies 1 pack @ 60 -100 g Double Feeding | (6/23 & 6/30/2022) 2 packs Iron Fortified Rice (IFR) (350 gms/ serving) Raw, Uncooked Double Feeding | (6/24/2022) 2 pieces of Fresh Eggs XL (56 g or more per piece) | | |

NOTE: Reference: DO No. 031 s. 2021 and DO No. 010 s. 2022

Delivery Schedule: 1st Monday covering June 1 -12, 2022 (12 Days),

2nd and 3rd Monday, see schedule (18 days), for all 20 Public Elementary Schools

| Unit | Item Description | Quantity | Unit Cost | Total Cost |
|-------|---|----------|-----------|---------------------|
| | Delivery Date: June 6, 2022 (Monday) covering June 1-12, 2022 | | | |
| piece | Enhanced Nutriban (120-160g), flavor: squash | 11,475 | ₱ 18.00 | ₱ 206,550.00 |
| | | | | |
| pack | Camote Tea, 200 ml | 11,475 | ₱ 18.00 | ₱ 206,550.00 |
| | | | | |
| pack | Nutripack, Nutri-Cookies 1 pack, (60-100g) | 22,950 | ₱ 18.00 | ₱ 413,100.00 |
| | | | | |
| pack | Iron Fortified Rice (IFR) (350g/per serving), Raw, uncooked | 22,950 | ₱ 18.00 | ₱ 413,100.00 |
| | | | | |
| piece | Fresh Eggs, (56g or more per pc) | 45,900 | ₱ 9.00 | ₱ 413,100.00 |
| | | | | |
| piece | Banana-Saba, 1pc (75-85g) | 22,950 | ₱ 18.00 | ₱ 413,100.00 |
| | | | | |
| pack | 1 Single Serve Nutripack Oatmeal Champorado, (60-100g) | 22,950 | ₱ 18.00 | ₱ 413,100.00 |
| | | | | |
| | Delivery Date: June 13, 2022 (Monday), covering June 13-19 and 25-26, 2022 | | | |
| piece | Enhanced Nutriban (120-160g), flavor: squash | 11,475 | ₱ 18.00 | ₱ 206,550.00 |
| | | | | |
| pack | Camote Tea, 200 ml | 11,475 | ₱ 18.00 | ₱ 206,550.00 |
| | | | | |
| pack | Nutripack, Nutri-Cookies 1 pack, (60-100g) | 11,475 | ₱ 18.00 | ₱ 206,550.00 |
| | | | | |

| | | | | |
|-------|---|--------|---------|---------------------|
| pack | Iron Fortified Rice (IFR) (350 g/per serving), Raw, uncooked | 11,475 | ₱ 18.00 | ₱ 206,550.00 |
| | | | | |
| piece | Fresh Eggs, (56g or more per pc) | 22,950 | ₱ 9.00 | ₱ 206,550.00 |
| | | | | |
| piece | Banana-Saba, 1pc (75-85g) | 22,950 | ₱ 18.00 | ₱ 413,100.00 |
| | | | | |
| pack | 1 Single Serve Nutripack Oatmeal Champorado, (60-100g) | 22,950 | ₱ 18.00 | ₱ 413,100.00 |
| | Delivery Date: June 20, 2022 (Monday), covering June 20-30, 2022 | | | |
| piece | Enhanced Nutriban (120-160g), flavor: squash | 22,950 | ₱ 18.00 | ₱ 413,100.00 |
| | | | | |
| pack | Camote Tea, 200 ml | 22,950 | ₱ 18.00 | ₱ 413,100.00 |
| | | | | |
| pack | Nutripack, Nutri-Cookies 1 pack, (60-100g) | 22,950 | ₱ 18.00 | ₱ 413,100.00 |
| | | | | |
| pack | Iron Fortified Rice (IFR) (350 g/per serving), Raw, uncooked | 22,950 | ₱ 18.00 | ₱ 413,100.00 |
| | | | | |
| piece | Fresh Eggs, (56g or more per pc) | 22,950 | ₱ 9.00 | ₱ 206,550.00 |

Section VII. Technical Specifications Technical Specifications

| Item | Specification | Statement of Compliance |
|------|----------------|---|
| | | <p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p> |
| | Delivery Site: | 20 Public Elementary Schools |
| | Delivery Date: | June 6, 13, and 20, 2022 |

| Nos. | Type of Food | Serving Size | Quality | Packaging | Expiration | Nutritional Content | |
|------|--|--|--|---|---|---------------------|-----------------------------------|
| | | | | | | | Minimum Amount Per Serving |
| 1 | Enhanced Nutribun (with certification from FNRI) | 120-160 grams per pack (or 60-80 g x 2 pcs) | Bread received in good condition, not expired, no sign of molds, no foul smell and soft in texture | Individually packed in food-grade plastic pouches, and there must be a label/imprint that indicates " DepEd-SBFP, NOT FOR SALE " | Expiration date should be at least 5 days from the date of delivery | | Minimum Amount Per Serving |
| | | | | | | Energy | 374 - 504 kcal |
| | | | | | | Protein | 13 - 18 g |
| | | | | | | Fat | 7 - 9 g |
| | | | | | | Calcium | 198 - 360 mg |
| | | | | | | Sodium | 226 - 440 mg |
| | | | | | | Potassium | 304 - 464 mg |
| | | | | | | Iron | 4 - 6 mg |
| | | | | | | Zinc | 1 - 2 mg |
| | | | | | | Vit. A | 182 - 350 mcg |
| 2 | Camote Tea | 200 ml | Tea juice comes from real camote extract, received in good condition, no signs of damage in packs | Individually packed in food-grade plastic pouches, there must be a label/imprint that indicates " DepEd-SBFP, NOT FOR SALE " | Expiration date should be at least 6 months from the date of delivery | | Minimum Amount Per Serving |
| | | | | | | Energy | 80 kcal |
| | | | | | | Sugar | Less than 20 g |
| | | | | | | Vit. C | 2 mg |
| | | | | | | Vit. B | Traces |
| | | | | | | Iron | Traces |

| Nos. | Type of Food | Serving Size | Quality | Packaging | Expiration | Nutritional Content | |
|------|---------------------------|---|--|---|---|---|----------------------------|
| | | | | | | | Minimum Amount Per Serving |
| 3 | Nutripack (Cookies) | 60 - 100 gm Any Flavor | Nutripacks received in good condition, no signs of damage in packs, no signs of holes, pest-free and not expired | Individually packed in food-grade plastic pouches, there must be a label/imprint that indicates " DepEd-SBFP, NOT FOR SALE " | Expiration date should be at least 6 months from the date of delivery | | |
| | | | | | | Energy | 250 - 450 kcal |
| | | | | | | Sugar | Less than 10 g |
| | | | | | | Protein | More than 2 g |
| 4 | Iron Fortified Rice (IFR) | 350 grams per serving (raw, uncooked) | IFR is in good condition, not expired, no signs of molds or discolorations, no foul smell and no lump grains | 350 g individually packed in food-grade plastic pouches, there must be a label/imprint that indicates " DepEd-SBFP, NOT FOR SALE " | Expiration date should be at least 6 months from the date of delivery | Iron content of Iron Rice Premix - 400 mg Iron/100 g: Raw IFR - 2 mg Iron/100 g (Based on the 1:200 Blending Ratio) | |
| 5 | Fresh Egg | 2 pieces extra large (56 g or more per piece) | Shells are rough, clean, free from cracks and no foul smell | 1 packaging, good for 2 weeks, containing 4 pieces of XL eggs | Best before date should be at least 25 days from the date of delivery | The nutritional content of 2 pieces of eggs shall have the following nutritional content based from the Food Composition Table. This nutritional content is assumed to be achieved if the serving size and weight are followed. | |

| Nos. | Type of Food | Serving Size | Quality | Packaging | Expiration | Nutritional Content | |
|------|----------------------------|--|---|---|---|--|----------------|
| 6 | Banana Saba | 80 gm (1 piece of 14 x 3.5 cm) (Approximately contains: 146 kcal, 1.6 gm Protein, 24 mg Calcium, 69 mcg Vit. A) | Preferences: Local Produce Fruits received in good condition, underripe, free from any form of damage and pests/insect bites | Packed in 1 cling wrap/piece | No appearance of rotten parts | (The nutritional content of a banana shall have the following nutritional content based from the Food Composition Table. This nutritional content is assumed to be achieved if the serving size and weight are followed. | |
| 7 | Nutripack (Oatmeal) | 60 - 100 gm | Nutripacks received in good condition, no signs of damage in packs, no signs of holes, pest-free and not expired | Individually packed in food-grade plastic pouches, there must be a label/imprint that indicates " DepEd-SBFP, NOT FOR SALE " | Expiration date should be at least 6 months from the date of delivery | Minimum Amount Per Serving | |
| | | | | | | Energy | 250 - 450 kcal |
| | | | | | | Sugar | Less than 10 g |
| | | | | | | Protein | More than 2 g |

NOTE: Reference: DO No. 031 s. 2021 and DO No. 010 s. 2022
 Delivery Schedule: 1st Monday covering June 1 -12, 2022 (12 Days)
 2nd and 3rd Monday, see schedule (18 days)
 for all 20 Public Elementary Schools

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

