

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of Food  
Stuff (Wet & Dry) for  
CY 2022**

**VMC-PB NO. 2022-032**

**Government of the Republic of the Philippines**

**Bid Opening: June 27, 2022  
10:00am**

**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.

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

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

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

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

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





**INVITATION TO BID**  
**PROCUREMENT OF FOOD STUFF (WET & DRY) FOR CY 2022**  
**PUBLIC BIDDING NO. VMC – 2022 - 032**

1. The Valenzuela Medical Center (VMC), through the General Appropriations Act/Income CY 2022, intends to apply the sum of **Philippine Currency: Eight Million Three Hundred Six Thousand Fifty-Five Pesos 31/100 Only (P 8,306,055.31)** being the Approved Budget for the Contract (ABC) to payments for the **PROCUREMENT OF FOOD STUFF (WET & DRY) FOR CY 2022**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Valenzuela Medical Center (VMC) now invites bids for the above Procurement Project. Delivery of the Goods is required within the period specified under Sec. VI. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information starting **June 7, 2022** and inspect the Bidding Documents at the address given below during 9:00am-11:00am and 2:00pm-4:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 7, 2022**, 10:00am from the given address and upon payment of a non-refundable fee in the amount as follows:

ABC to be Bid	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees either *in person, by facsimile, or through electronic means.*

*[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]*

6. The Valenzuela Medical Center will hold a Pre-Bid Conference<sup>1</sup> on **June 15, 2022, 10:00 am** at BAC Office, Admin. Bldg., Valenzuela Medical Center, Padrigal St., Karuhatan, Valenzuela City and/or through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **June 27, 2022, 10:00am**. 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 shall be on **June 27, 2022, 10:00am** at the given address below, (if applicable) or and/or *via Zoom*. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. *Prospective bidders shall provide use of a back-up data or cloud storage for large files uploaded for online bid submissions*
11. The Valenzuela Medical Center reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with

Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

BAC Secretariats' Office  
Valenzuela Medical Center, Annex Building, 2<sup>nd</sup> Floor,  
Padrigal St., Valenzuela City  
Telefax No. 294-4625  
Email: [ymc\\_bac@yahoo.com](mailto:ymc_bac@yahoo.com)

**JOSEPH T. NOCOM, MD, FPOA**  
Chairman, Bids and Awards Committee

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## 1. Scope of Bid

The Procuring Entity, *Valenzuela Medical Center (VMC)* wishes to receive Bids for the *Procurement of Food Stuff (Wet & Dry) for CY 2022*, with identification number *under Public Bidding VMC 2022-032*.

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

The Procurement Project (referred to herein as “Project”) is composed *One Hundred Fifty-Seven (157) items*, 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 *CY 2022* in the amount of *Philippine Currency: Eight Million Three Hundred Six Thousand Fifty-Five Pesos 31/100 Only (P 8,306,055.31)*.

2.2. The source of funding is:

*[If an early procurement activity, select one and delete others:]*

a. NGA, the National Expenditure Program.

*[If not an early procurement activity, select one and delete others:]*

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

## 3. Bidding Requirements

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

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

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

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

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

#### **5. Eligible Bidders**

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

5.2. *[Select one, delete other/s]*

a. 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.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

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:

*[Select one, delete the other/s]*

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.

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: *[Select either failure or monopoly of bidding based on market research conducted]*

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies]* 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:

*[Select one, delete other/s]*

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on **June 15, 2022, 10:00am** and either at its physical address, Valenzuela Medical Center, Annex 1 Building, Padrigal St. Karuhatan, Valenzuela City 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 within *three (3) years period 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.
- 11.5. *[Include if Framework Agreement will be used:]* 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

- 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:

*[Select one, delete the other/s]*

- a. Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> 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**.

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<sup>2</sup> 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.



- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## **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 (**March 23, 2022 @11:00am**) and either at its physical address, *Valenzuela Medical Center, Annex 1 Building, Padrigal St. Karuhatan, Valenzuela City* 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.

*[Include the following options if Framework Agreement will be used:]*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

*[Select one, delete the other/s]*

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

*[Delete Options 2 and 3 if Framework Agreement will be used.]*

- 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

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, *{[Include if Framework Agreement will be used:]* 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 through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]* 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**.

*[Include the following clauses if Framework Agreement will be used:]*

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring

entity to procure the items in the Framework Agreement List when the need arises.

- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <b><i>completed within the last three (3) years from date of bid opening</i></b></li> </ul>
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.] N/A</i>
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> 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"> <li>a. The amount of not less than _____ <i>[Indicate the amount equivalent to 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</li> <li>b. The amount of not less than _____ <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
19.3	<i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.] ABC</i>  <i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.] N/A</i>
20.2	
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.) REFER TO TECHNICAL SPECIFICATIONS</i>  <b><i>Comply with all Statutory Laws, Decrees, Rules and Regulations pertaining to its business and employment of its personnel, and shall hold the hospital free from all obligations and liabilities arising from labor, social and other legislations</i></b>

## ***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**.

*[Include the following clauses if Framework Agreement will be used:]*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 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**

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

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

#### **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **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><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i>  <b>REFER TO TECHNICAL SPECIFICATIONS</b></p> <p><b>Delivery and Documents –</b></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>[indicate place of destination]</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 <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></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"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>

- 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. *[Specify additional incidental service requirements, as needed.]*

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:

*Select appropriate requirements and delete the rest.*

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<p><b>Packaging –</b></p> <p>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> <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><b>Transportation –</b></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 their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></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	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

## *Section VI. Schedule of Requirements*

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

Item Number	Description	Quantity		Total	Delivered, Weeks/Months
	<b>PROCUREMENT OF FOOD STUFF (WET &amp; DRY) FOR CY 2022</b>				<i>*Delivery within One (1) year upon receipt of NTP.</i>
	<b>DRY GOODS</b>				
1	All Purpose Cream 300 gms	144	can	14,208.48	
2	Asparagus Cuts 430 gms	50	can	5,066.50	
3	Black Beans 180 gms	60	can	1,980.00	
4	Butter 225 gm	300	pack	22,500.00	
5	Biscuits - Plain - 10 pcs/pack	94	pack	5,828.00	
6	Black Pepper, ground	19	kilo	7,106.00	
7	Bottled Water 350 ml	3600	bot	34,200.00	
8	Bagoong Isda 320 ml	30	bot	802.50	
9	Canned Tuna, vegetable oil 180 gms	360	can	17,820.00	
10	Catsup 4kl	24	gal	5,640.00	
11	Cheese Spread 450 gms	60	bot	13,500.00	
12	Cocoa 160 gms	29	can	3,683.00	
13	Corn -Young corn 425 gms	79	can	6,333.43	

14	Corn - Whole Kernel 425 gms	137	can	7,672.00	
15	Cheese 165 gms	780	pc	44,982.60	
16	Corn- Cream Style 426 gms	173	can	8,131.00	
17	Corned Beef 260 gms	420	can	31,080.00	
18	Crackers, plain - 10 pcs/pack	101	pack	5,891.33	
19	Cured Meat- Hotdog 1kg	154	pack	39,424.00	
20	Cured Meat - Sweet Ham 500gm	100	packs	17,000.00	
21	Flavors -Sinigang Mix 40gms	240	sachet	6,919.20	
22	Flavors - Vanilla 475ml	36	bot	17,712.00	
23	Gulaman Powder 10pcs /box 24gm	120	box	12,399.60	
24	Hard Candy 50 pcs/pack	240	pack	13,200.00	
25	Honey	60	bottle	5,640.00	
26	Hot Cake Mix 500gms	271	box	22,582.43	
27	Margarine 200 gms	300	pc	18,801.00	
28	Juice - In Tetra Pack 10pcs/box 200ml (Apple)	240	box	20,880.00	
29	Juice - In Tetra Pack 10pcs/box 200ml (Orange)	240	box	20,880.00	
30	Jam - Coco 340gms	50	bot	7,100.00	
31	Liver Spread 230 gms	300	can	16,401.00	
32	Milk - Condensed	144	can		



	300 ml			11,088.00	
33	Miswa 250 gms	200	pack	8,200.00	
34	Mushroom - Cream 289 gms	240	can	20,880.00	
35	Mushroom - Whole 400gms	120	can	8,840.40	
36	Noodles in Cup, 40gms	500	cup	12,000.00	
37	Oyster Sauce 405gm	48	bot	5,312.16	
38	Oil - Sesame 210 ml	24	bot	4,488.00	
39	Patis 5gal/con	5	cont.	2,521.65	
40	Peanut Butter 490gm	90	bot	17,280.00	
41	Pickle Relish 270 gm	54	bot	4,968.00	
42	Pineapple Chunks 822 gm	300	can	34,500.00	
43	Pimiento 113 gm	60	can	2,220.00	
44	Pork & Beans 390gm	168	can	10,416.00	
45	Sandwich Spread 700ml	60	bottle	16,860.00	
46	Sotanghon 500gm	120	pack	17,520.00	
47	Soup - Nido 60gm	180	sachet	13,019.40	
48	Soy Sauce 5 gal/con	10	cont.	5,050.00	
49	Tea 100 pcs/box	58	box	30,237.14	
50	Tomato Sauce 1kl	120	pack	13,640.40	
51	Vetsin 250gms	184	pack		

				12,144.00	
52	Vinegar 5 gal/con	24	cont.	10,384.08	
53	Aluminum Foil 5 meters	14	roll	1,036.00	
54	Chlorine 1 liter	180	bot	8,400.60	
55	Soap Powdered 1kg	60	pc	8,140.20	
56	Steel Wool	60	pc	2,590.20	
57	Dishwashing Sponge	360	pc	19,378.80	
58	Toothpick	2	box	27.34	
59	Baking Powder 50gms	12	pack	156.00	
60	Green Peas 225 gms	60	cans	2,400.00	
61	Olive Oil 250ml	12	bottle	1,899.96	
62	Spaghetti Sauce 1kg	36	pack	2,988.00	
63	Cooking Wine 150ml	12	bottle	756.00	
64	Plastic Gloves 100pcs/pack	180	pack	9,300.60	
	<b>WET GOODS</b>				
1	Anchovies	202	kg	37,707.34	
2	Bangus	2220	kg	451,392.60	
3	Cream Dory	1500	kg	225,000.00	
4	Dalagang Bukid	396	kg	122,760.00	
5	Galunggong	700	kg	191,331.00	

6	Hasa-Hasa	700	kg	240,331.00	
7	Saly - Salay	103	kg	33,647.01	
8	Shrimp	680	kg	408,000.00	
9	Shrimp Paste	29	kg	3,673.43	
10	Tilapia	600	kg	228,000.00	
11	Tuna	220	kg	82,867.40	
12	Beef, Lean Meat	14	kg	5,366.62	
13	Chicken, Lean Meat	6100	kg	1,484,313.00	
14	Pork, Batchoy	175	kg	63,292.25	
15	Pork, Chop Cut	1700	kg	614,839.00	
16	Pork, Ground lean meat	550	kg	198,918.50	
17	Pork, Lean Meat	2400	kg	868,008.00	
18	Pork, Liempo	14	kg	5,063.38	
19	Pork, Liver	15	kg	5,425.05	
20	Pork, Longganisa	115	kg	41,592.05	
21	Egg, Quail	4032	pcs	6,451.20	
22	Egg, Salted	562	pcs	5,620.00	
23	Amplaya, Fruit	230	kg	30,665.90	
24	Ampalaya, Leaves	14	bundle	2,100.00	

25	Baguio Beans	200	kg	26,666.00	
26	Banana, Heart	130	kg	91,000.00	
27	Bottle Gourd	220	pcs	20,900.00	
28	Cabbage	750	kg	75,000.00	
29	Camote tops	14	bundle	1,120.00	
30	Carrots	800	kg	106,664.00	
31	Cassava	230	kg	15,334.10	
32	Cauliflower	90	kg	15,599.70	
33	Celery	6	kg	600.00	
34	Chayote	650	kg	43,335.50	
35	Coconut	770	pcs	24,385.90	
36	Corn	142	kg	6,152.86	
37	Cucumber	130	kg	15,600.00	
38	Eggplant	115	kg	10,350.00	
39	Garlic	115	kg	23,000.00	
40	Ginger	250	kg	53,332.50	
41	Jute	15	bundle	1,399.95	
42	Kangkong	19	bundle	1,900.00	
43	Kinchay	15	kg	2,100.00	

44	Lettuce	20	kg	4,000.00	
45	Malunggay Leaves	30	kg	300.00	
46	Mongo Beans	16	kg	1,760.00	
47	Mongo Sprouts	113	kg	10,170.00	
48	Okra	45	kg	6,300.00	
49	Onion, Bulbs	787	kg	89,190.71	
50	Onion, Spring	11	kg	990.00	
51	Peppers, Bell Pepper & Red	30	kg	4,299.90	
52	Peppers, Fingerline	22	kg	4,253.26	
53	Peppers, Leaves	10	bundle	1,500.00	
54	Peppers, Red chili	10	kg	1,800.00	
55	Pechay, Baguio	75	kg	8,499.75	
56	Pechay, Tagalog	230	kg	19,934.10	
57	Potato	280	kg	33,600.00	
58	Radish	290	kg	40,600.00	
59	Sitsaro	29	kg	10,826.57	
60	Sponge Gourd	134	kg	9,826.22	
61	Squash	475	kg	28,500.00	
62	String Beans	145	bundle	23,200.00	

63	Sweet Potato	680	kg	49,864.40	
64	Tamarind, Fruit	90	kg	10,800.00	
65	Taro	26	kg	2,946.58	
66	Tomato	390	kg	46,800.00	
67	Banana, Lacatan	8333	kg	805,551.11	
68	Banana, Saba	2754	pcs	20,186.82	
69	Calamansi	173	kg	20,760.00	
70	Lemon	290	pcs	61,384.30	
71	Melon	60	pcs	9,000.00	
72	Papaya	200	pcs	30,000.00	
73	Pineapple	220	pcs	33,000.00	
74	Raisins	3	kg	390.00	
75	Watermelon	14	pcs	2,380.00	
76	Bread, Sliced	1915	loaves	76,600.00	
77	Lumpia Wrapper	1620	pcs	3,240.00	
78	Noodles, Bihon	100	kg	8,000.00	
79	Noodles, Canton	90	kg	10,800.00	
80	Noodles, Miki	67	kg	4,020.00	
81	Rice Cakes/Suman	3096	pack	24,768.00	

82	Sago	150	glass	3,000.00	
83	Anato Seeds	6	kg	1,800.00	
84	Banana Blossoms	6	kg	4,200.00	
85	Black Pepper, Whole	6	kg	3,859.98	
86	Curry Powder	2	kg	1,200.00	
87	Laurel Leaves	2	kg	1,300.00	
88	Salt	290	kg	2,900.00	
89	Sesame Seeds	6	kg	2,100.00	
90	Tahure	215	pcs	3,225.00	
91	Tofu	2184	pcs	87,360.00	
92	Turnips	75	kg	4,749.75	
93	Winged Beans	14	kg	5,506.62	
		<b>TOTAL:</b>		<b>8,306,055.31</b>	

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

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

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

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

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

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

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



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

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

**TECHNICAL SPECIFICATIONS**

<i>Item / Service</i>	<i>Maximum Quantity</i>		<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<b>PROCUREMENT OF FOOD STUFF (WET &amp; DRY) FOR CY 2022</b>	<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</i></p>
			<b>DRY GOODS</b>	
1	144	can	All Purpose Cream 300 gms	
2	50	can	Asparagus Cuts 430 gms	
3	60	can	Black Beans 180 gms	
4	300	pack	Butter 225 gm	
5	94	pack	Biscuits - Plain - 10 pcs/pack	
6	19	kilo	Black Pepper, ground	
7	3600	bot	Bottled Water 350 ml	
8	30	bot	Bagoong Isda 320 ml	
9	360	can	Canned Tuna, vegetable oil 180 gms	
10	24	gal	Catsup 4kl	
11	60	bot	Cheese Spread 450 gms	
12	29	can	Cocoa 160 gms	
13	79	can	Corn -Young corn 425 gms	
14	137	can	Corn - Whole Kernel 425 gms	
15	780	pc	Cheese 165 gms	
16	173	can	Corn- Cream Style 426 gms	
17	420	can	Corned Beef 260 gms	
18	101	pack	Crackers, plain - 10 pcs/pack	
19	154	pack	Cured Meat- Hotdog 1kg	
20	100	packs	Cured Meat - Sweet Ham 500gm	
21	240	sachet	Flavors -Sinigang Mix 40gms	
22	36	bot	Flavors - Vanilla 475ml	
23	120	box	Gulaman Powder 10pcs /box 24gm	
24	240	pack	Hard Candy 50 pcs/pack	
25	60	bottle	Honey	
26	271	box	Hot Cake Mix 500gms	
27	300	pc	Margarine 200 gms	

28	240	box	Juice - In Tetra Pack 10pcs/box 200ml (Apple)	<i>prosecution.]</i>
29	240	box	Juice - In Tetra Pack 10pcs/box 200ml (Orange)	
30	50	bot	Jam - Coco 340gms	
31	300	can	Liver Spread 230 gms	
32	144	can	Milk - Condensed 300 ml	
33	200	pack	Miswa 250 gms	
34	240	can	Mushroom - Cream 289 gms	
35	120	can	Mushroom - Whole 400gms	
36	500	cup	Noodles in Cup, 40gms	
37	48	bot	Oyster Sauce 405gm	
38	24	bot	Oil - Sesame 210 ml	
39	5	cont.	Patis 5gal/con	
40	90	bot	Peanut Butter 490gm	
41	54	bot	Pickle Relish 270 gm	
42	300	can	Pineapple Chunks 822 gm	
43	60	can	Pimiento 113 gm	
44	168	can	Pork & Beans 390gm	
45	60	bottle	Sandwich Spread 700ml	
46	120	pack	Sotanghon 500gm	
47	180	sachet	Soup - Nido 60gm	
48	10	cont.	Soy Sauce 5 gal/con	
49	58	box	Tea 100 pcs/box	
50	120	pack	Tomato Sauce 1kl	
51	184	pack	Vetsin 250gms	
52	24	cont.	Vinegar 5 gal/con	
53	14	roll	Aluminum Foil 5 meters	
54	180	bot	Chlorine 1 liter	
55	60	pc	Soap Powdered 1kg	
56	60	pc	Steel Wool	
57	360	pc	Dishwashing Sponge	

58	2	box	Toothpick
59	12	pack	Baking Powder 50gms
60	60	cans	Green Peas 225 gms
61	12	bottle	Olive Oil 250ml
62	36	pack	Spaghetti Sauce 1kg
63	12	bottle	Cooking Wine 150ml
64	180	pack	Plastic Gloves 100pcs/pack
			<b>WET GOODS</b>
1	202	kg	Anchovies
2	2220	kg	Bangus
3	1500	kg	Cream Dory
4	396	kg	Dalagang Bukid
5	700	kg	Galunggong
6	700	kg	Hasa-Hasa
7	103	kg	Saly - Salay
8	680	kg	Shrimp
9	29	kg	Shrimp Paste
10	600	kg	Tilapia
11	220	kg	Tuna
12	14	kg	Beef, Lean Meat
13	6100	kg	Chicken, Lean Meat
14	175	kg	Pork, Batchoy
15	1700	kg	Pork, Chop Cut
16	550	kg	Pork, Ground lean meat
17	2400	kg	Pork, Lean Meat
18	14	kg	Pork, Liempo
19	15	kg	Pork, Liver
20	115	kg	Pork, Longganisa
21	4032	pcs	Egg, Quail
22	562	pcs	Egg, Salted
23	230	kg	Amplaya, Fruit

24	14	bundle	Ampalaya, Leaves
25	200	kg	Baguio Beans
26	130	kg	Banana, Heart
27	220	pcs	Bottle Gourd
28	750	kg	Cabbage
29	14	bundle	Camote tops
30	800	kg	Carrots
31	230	kg	Cassava
32	90	kg	Cauliflower
33	6	kg	Celery
34	650	kg	Chayote
35	770	pcs	Coconut
36	142	kg	Corn
37	130	kg	Cucumber
38	115	kg	Eggplant
39	115	kg	Garlic
40	250	kg	Ginger
41	15	bundle	Jute
42	19	bundle	Kangkong
43	15	kg	Kinchay
44	20	kg	Lettuce
45	30	kg	Malunggay Leaves
46	16	kg	Mongo Beans
47	113	kg	Mongo Sprouts
48	45	kg	Okra
49	787	kg	Onion, Bulbs
50	11	kg	Onion, Spring
51	30	kg	Peppers, Bell Pepper & Red
52	22	kg	Peppers, Fingerline
53	10	bundle	Peppers, Leaves
54	10	kg	Peppers, Red chili

55	75	kg	Pechay, Baguio
56	230	kg	Pechay, Tagalog
57	280	kg	Potato
58	290	kg	Radish
59	29	kg	Sitsaro
60	134	kg	Sponge Gourd
61	475	kg	Squash
62	145	bundle	String Beans
63	680	kg	Sweet Potato
64	90	kg	Tamarind, Fruit
65	26	kg	Taro
66	390	kg	Tomato
67	8333	kg	Banana, Lacatan
68	2754	pcs	Banana, Saba
69	173	kg	Calamansi
70	290	pcs	Lemon
71	60	pcs	Melon
72	200	pcs	Papaya
73	220	pcs	Pineapple
74	3	kg	Raisins
75	14	pcs	Watermelon
76	1915	loaves	Bread, Sliced
77	1620	pcs	Lumpia Wrapper
78	100	kg	Noodles, Bihon
79	90	kg	Noodles, Canton
80	67	kg	Noodles, Miki
81	3096	pack	Rice Cakes/Suman
82	150	glass	Sago
83	6	kg	Anato Seeds
84	6	kg	Banana Blossoms
85	6	kg	Black Pepper, Whole

86	2	kg	Curry Powder	
87	2	kg	Laurel Leaves	
88	290	kg	Salt	
89	6	kg	Sesame Seeds	
90	215	pcs	Tahure	
91	2184	pcs	Tofu	
92	75	kg	Turnips	
93	14	kg	Winged Beans	
		<b>TOTAL:</b>	<b>8,306,055.31</b>	

## *Technical Specifications*

## ***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

<b>I. TECHNICAL COMPONENT ENVELOPE</b>	
<i>Class "A" Documents</i>	
<i>Legal Documents</i>	
<input type="checkbox"/>	(a) Valid PhilGEPs Registration Certificate Platinum Membership) (all pages);
<input type="checkbox"/>	(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,
<input type="checkbox"/>	(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;
<input type="checkbox"/>	(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<i>Technical Documents</i>	
<input type="checkbox"/>	(e) 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;
<input type="checkbox"/>	(f) 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 at least three (3) years as provided in the Bidding Documents;
<input type="checkbox"/>	(g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b>or</b> Original copy of Notarized Bid Securing Declaration;
<input type="checkbox"/>	(h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <b>and</b>
<input type="checkbox"/>	(i) Original duly signed Omnibus Sworn Statement (OSS); <ul style="list-style-type: none"> <li>➤ <b>For corporation/Partnership/Cooperative – attach</b> Original Notarized Secretary's Certificate</li> <li>➤ For JVA - attach 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.</li> </ul>
<i>Financial Documents</i>	
<input type="checkbox"/>	(j) 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; <b>and</b>
<input type="checkbox"/>	(k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); <b>or</b> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
<b>Class "B" Documents</b>	
<input type="checkbox"/>	(l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <b>or</b> 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.
<b>II. FINANCIAL COMPONENT ENVELOPE</b>	
<input type="checkbox"/>	(m) Original of duly signed and accomplished Financial Bid Form;
<input type="checkbox"/>	(n) Original of duly signed and accomplished Price Schedule(s).

**ADDITIONAL REQUIREMENTS BY VMC (POST-QUALIFICATION)**

<input type="checkbox"/>	Bidding Documents duly signed or initialed by the authorized representative of the prospective bidder (each page)
<input type="checkbox"/>	Document Request List (DRL) from PhilGEPS (Optional)
<input type="checkbox"/>	Bid Bulletin/s
<input type="checkbox"/>	Certificate of Good Performance from at least one (1) Government or Private Hospital / Agency except from VMC (CY 2020-present)
<input type="checkbox"/>	Special Power of Attorney (SPA) for authorized representative if OSS is Sole Proprietorship
<input type="checkbox"/>	Proof of evidence for Single Largest Completed Contract (SLCC) – Purchase Order or Notice of Award or Contract Agreement
<input type="checkbox"/>	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
<input type="checkbox"/>	Audited Financial Statements for the last two (2) years with ITR

