



Philippine Rice Research Institute

Bicol Branch Station
Brgy. Batang, Ligao City, 4504, Albay

Quality Rice. Quality Life.



PHILIPPINE BIDDING DOCUMENT

SUPPLY AND DELIVERY OF MEALS AND SNACKS FOR THE CONDUCT OF RICE SPECIALIST TRAINING COURSE, FARMER'S FIELD SCHOOL AND FIELD DAYS ON JULY TO SEPTEMBER 2022

(FRAMEWORK AGREEMENT)

PB22-05-02

*A food-secure and resilient Philippines
with empowered and prosperous farmers and fisherfolk*



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Section I. Invitation to Bid

**INVITATION TO BID FOR THE
SUPPLY AND DELIVERY OF MEALS AND SNACKS FOR THE CONDUCT OF
RICE SPECIALIST TRAINING COURSE, FARMER'S FIELD SCHOOL AND
FIELD DAYS ON JULY TO SEPTEMBER 2022**

PB22-05-02

1. The *DA-Philippine Rice Research Institute (Bicol Station)*, using a *single-year* for a duration of *three (3) months* Framework Agreement, through the *2022 RCEF - Special Purpose Fund* intends to apply the sum of ***TWO MILLION SEVEN HUNDRED NINE THOUSAND PESOS AND 00/100 (Php 2,709,000.00)*** being the ABC to payments under the contract for *Supply and Delivery of Meals and Snacks for the conduct of Rice Specialist Training Course, Farmer's Field School and Field Days on July to September 2022*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DA-Philippine Rice Research Institute (Bicol Station)* now invites bids for *Supply and Delivery of Meals and Snacks for the conduct of Rice Specialist Training Course, Farmer's Field School and Field Days on July to September 2022*. Delivery of the Goods is required within *three (3) months or after issuance of a Call-Off*. Bidders should have completed, within *two (2) 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 from *DA-Philippine Rice Research Institute (Bicol Station)* and inspect the Bidding Documents at the PhilGEPS, DA-PhilRice website and through the BAC Secretariat at DA-PhilRice Bicol, Brgy. Batang, Ligao City, Albay during Mondays to Fridays, except holidays, from 8:00 AM to 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of ***Two Thousand Five Hundred Pesos Only (Php 2,500.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

We encourage bidders to download the bidding documents through PhilGEPS or the DA-PhilRice website and pay through bank. Please coordinate with the BAC Secretariat through the email address and contact number given below for the bank details and procedure.
6. *DA-Philippine Rice Research Institute (Bicol Station)* will hold a Pre-Bid Conference on ***June 14, 2022, 9:30AM*** at DA-PhilRice Bicol Station – Purok 6, Brgy. Batang, Ligao City which shall be open to all prospective bidders.

7. Bids must be duly received by the BAC Secretariat at the address below on or before **June 27, 2022, 08:30 AM**. (i) Manual submission or through courier at the office address indicated below. 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; 09:30AM** at the address given below. Bids will be opened in the presence of the bidder's representatives who choose to attend the activity.
10. The **DA-Philippine Rice Research Institute (Bicol Station)** 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.
11. Please refer to the following schedule of activities:

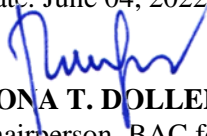
Activity	Date/Time	Remarks
Acceptance of queries through phone call or text to the BAC Secretariat	June 6-10, 13-17, 20-24 and 27 (till 08:30 AM) 2022 (Excluding Saturdays & Sundays) 8:00AM to 5:00PM	Queries on the bidding documents only. Queries on the technical specifications should be in formal writing sent through email, addressed to the BAC Chairperson through the BAC Secretariat.
Availability of Bidding documents and acceptance of Payment	June 6-10, 13-17, 20-24 and 27 (till 08:30 AM) 2022 (Excluding Saturdays & Sundays) 8:00AM to 5:00PM	Downloadable through PhilGEPS, DA-PhilRice Website and can be requested through email or actual site visit Please call the BAC Secretariat for the procedures on online payment
Pre-Bid Conference	June 14, 2022 Meeting Proper: 09:30AM	Interested bidders shall personally attend the Pre-Bid at DA-PhilRice Bicol Conference Room.
Deadline for the submission of bids	On or before June 27, 2022 08:30 AM	Through personal delivery or through courier at the BAC Secretariat Office.
Bid Opening	June 27, 2022 Meeting Proper: 09:30AM	Bidders who bought the Bid Documents shall attend the Bid Opening at DA-PhilRice Bicol Conference Room.

For further information, please refer to:

THE BAC SECRETARIAT

Procurement Management Unit – Admin.
DA-Philippine Rice Research Institute (Bicol Station)
Purok 6, Batang, Ligao City, 4504 Albay
Mobile No. 0999-456-9548
Email Add: **bclbac.secretariat@mail.philrice.gov.ph**

You may visit the following websites:
For downloading of Bidding Documents:
www.philrice.gov.ph and www.philgeps.gov.ph
Date: June 04, 2022



RONA T. DOLLENTAS
Chairperson, BAC for Goods and Services

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *DA-Philippine Rice Research Institute (Bicol Station)* wishes to receive Bids for the *Supply and Delivery of Meals and Snacks for the conduct of Rice Specialist Training Course, Farmer's Field School and Field Days on July to September 2022* under a Framework Agreement, with identification number **PB22-05-02**

The Procurement Project (referred to herein as "Project") is composed of *Supply and Delivery of Meals and Snacks for the conduct of Rice Specialist Training Course, Farmer's Field School and Field Days on July to September 2022*, 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 *2022 RCEF - Special Purpose Fund* in the amount of *Two Million Seven Hundred Nine Thousand Pesos and 00/100 (Php 2,709,000.00)*

2.2. The source of funding is:

a. 2022 RCEF - Special Purpose Fund

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.

- 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.

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 Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) 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:
 - 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 of the ABC for this Project; and
 - The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address (see the schedule of activities above) 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 two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
 - b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid *for 120 calendar days from the date of opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. 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.

Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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

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.

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.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.
- 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:
- Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it

must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. 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, 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**. 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**.
- 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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Supply and Delivery of Meals and Snack, Catering Services</i></p> <p>b. completed within two (2) years prior to the deadline for the submission and receipt of bids.</p>
7.1	No further instruction
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <u>Fifty-Four Thousand One Hundred Eighty Pesos and 00/100 (Php 54,180.00)</u> <i>which is 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</p> <p>b. The amount of not less than <u>One Hundred Thirty-Five Thousand Four Hundred Fifty Pesos and 00/100 (Php 135,450.00)</u> <i>which is the amount equivalent to five percent (5%) of ABC</i>, if bid security is in Surety Bond.</p>
19.3	<p>The name of the Contract is Supply and Delivery of Meals and Snacks for the conduct of Rice Specialist Training Course, Farmer's Field School and Field Days on July to September 2022</p> <p>The identification number of the contract is PB22-05-02</p>
20.2	<p>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS) for the last six months</p> <p>VAT returns (Form 2550M & 2550Q) or Percentage Tax Return (2552M) with proof of payment</p> <p>Sanitary Permit (Sec. 14, Chapter III), Health Certificate of Food Handlers (Sec. 15, Chapter III) and Quality and Protection of Food (Sec. 16, Chapter III) as per Presidential Decree No. 856 otherwise known as "The Code on Sanitation of the Philippines"</p>
21.2	<i>No further instruction</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 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. 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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to <i>DA-Philippine Rice Research Institute (Bicol Station), Purok 6, Brgy. Batang, Ligao City, Albay</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>Breakfast – not later than 6:00 AM AM Snacks – not later than 9:30 AM Lunch – not later than 11:30 AM PM Snacks – not later than 2:30 PM Dinner – not later than 6:00 PM</p> <p>Upon delivery of the Catering Services to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <p>a. Delivery receipt detailing number and description of items received signed by the Procuring Entity’s representative at the Project Site</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Paulo G. Balintong</p> <p>When an activity has been rescheduled or cancelled, <i>DA-Philippine Rice Research Institute (Bicol Station)</i> reserves the right to cancel the catering service upon formal notice to the caterer two (2) days prior to the start of the activity. In such case, <i>DA-Philippine Rice Research Institute (Bicol Station)</i> has no obligation to pay the supplier the amount corresponding to the cancelled catering service.</p> <p>Where there is an increase or decrease of participants, the <i>DA-Philippine Rice Research Institute (Bicol Station)</i> shall inform the supplier of the same <i>two (2) days</i> prior the training date.</p> <p>Incidental Services –</p>

The Supplier is required to provide all of the following including additional services.

- (a) Free-flowing brewed and powdered coffee, sugar, creamer, tea and stand-by hot water
- (b) Free-flowing water infused with fruits and/or herbs
- (c) Provision of Monoblock tables and chairs as needed
- (d) Provision of Trash Bags all throughout every activity.
- (e) Free skirting and use of seat covers and linen as needed
- (f) Readable label for the menu indicating the name of the food and if it is fish, chicken, pork, beef, etc.
- (g) Biodegradable disposable or re-usable products such as paper boxes for packaging of left-overs or as needed.
- (h) Provision of nuts and chips for consumptions during morning and afternoon sessions.
- (i) The Catering Service Provider shall shoulder the water utility expenses incurred for their washing-up within the station.

Transportation –

The transport of the food to ***DA-Philippine Rice Research Institute (Bicol Station)***, defined as the Project Site, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

The Procuring Entity accepts no liability for the damage/spoilage of food during transit.

The Contract price for the Catering Service shall include the cost charged by the Supplier for incidental services and shall not exceed the ABC.

The Supplier must ensure their compliance to Food Safety Guidelines at all times from Preparation, Handling, Transportation and Serving of Meals. Food should be protected against dust and pollutants during transport.

The Supplier is responsible for sending to the ***DA-Philippine Rice Research Institute (Bicol Station)***, a billing or final invoice for the costs of the catering service for every session/activity completed.

It shall also turn over to the Procuring Entity any leftover of the catering services at the end of the day.

All wastes including but not limited to food waste must be brought home by the Catering Service.

2.2 The terms of payment shall be on a monthly basis as per billing period or issuance of SOA. Advance payment is not allowed.

4	<p>The inspections and tests that will be conducted are:</p> <p>The evaluation activities that will be conducted at the <i>DA-Philippine Rice Research Institute (Bicol Station)</i>, upon delivery are as follows:</p> <ul style="list-style-type: none"> (a) Food tasting on a sampling basis to determine the quality of food served. (b) Ocular inspection to determine the quantity and completeness of the food delivered in accordance to the menu set in the Schedule of Requirements. (c) Observation before, during and after the training schedule to determine the quality of service given by the Supplier. (d) Surveys among the participants to determine the level of satisfaction of the participants to the service rendered by the Supplier.
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Section VI. Schedule of Requirements

Section VI. Schedule of Requirements

The bidder shall provide menus which:

- (a) Contains diverse selection and must include locally grown produce, regional and international dishes and classic favorites that are nutritious, tasty, safe and clean.
- (b) Includes options for other rice forms - brown rice and other rice alternatives such as sweet potato, corn and banana should also be included.
- (c) Includes choices for other dietary requirements such as halal, vegetarian and vegan.
- (d) Other healthier choices: Grilled, Baked, Steamed and Sauteed (over fried foods)

Meals (Breakfast/Lunch/Dinner) shall include the following:

1 natural juice drink, 1 soup, 1 rice, 2 meat or seafood dishes, 1 vegetable, 1 salad, 1 dessert/fruit

Snack (AM Snack/PM Snack) shall include the following:

1 natural juice drink, 1 bread/noodle or pasta dish/native cakes/others, 1 fruit dessert

Hot food preparations (e.g., meat/fish/vegetable viands, etc.) should be kept hot until these are served; and in turn, cold food preparations (e.g., salads – potato salad, macaroni salad, buko pandan desserts, etc.) should be kept cold until these are served.

Date, Menu, Quantity and Catering Service Style/s to be identified by end-user at least two (2) days before the event.

The maximum price per Meal (Breakfast/Lunch/Dinner) and Snack (AM Snack/PM Snack) is set Php 200.00/head and Php 100.00/head respectively.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
<i>Supply and Delivery of Meals and Snacks for the conduct of Rice Specialist Training Course, Farmer's Field School and Field Days on July to September 2022</i>				
Part II	All about Rice Production			
	• Dinner	40	40	July 4, 2022
	• Breakfast, AM Snacks, Lunch, PM Snacks, Dinner	40	2,120	July 5, 2022 - August 26, 2022
	• Breakfast, AM Snacks, Lunch	40	40	August 27, 2022
Part III	Rise with Rice (facilitation and presentation skills)			
	• Dinner	40	40	September 5, 2022
	• Breakfast, AM Snacks, Lunch, PM Snacks, Dinner	40	720	September 6 - 23, 2022
	• Breakfast, AM Snacks, Lunch	40	40	September 24, 2022
Part IV	Farmers Field School	40	840	July 8, 15, 22, 29,

				August 5, 12, 19, 2022
Part V	Field Day	150	150	TBA

Framework Agreement List

(INDICATIVE CALL-OFF ORDER SCHEDULE)

Year 2022

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

FRAMEWORK AGREEMENT LIST DA-Philippine Rice Research Institute (Bicol Station)				
<i>Item / Service</i> <i>Type and nature of each</i> <i>item/service</i>		<i>Cost per item or</i> <i>service</i>	<i>Maximum</i> <i>Quantity</i>	<i>Total Cost per Item</i>
1	<i>All about rice production – July 4, 2022</i>	<i>Php 200.00</i>	<i>40</i>	<i>Php 8,000.00</i>
2	<i>All about rice production – July 5, 2022 - August 26, 2022</i>	<i>Php 800.00</i>	<i>2,120</i>	<i>Php 1,696,000.00</i>
3	<i>All about rice production – August 27, 2022</i>	<i>Php 500.00</i>	<i>40</i>	<i>Php 20,000.00</i>
4	<i>Rise with Rice (Facilitation and Presentation Skill) – September 5, 2022</i>	<i>Php 200.00</i>	<i>40</i>	<i>Php 8,000.00</i>
5	<i>Rise with Rice (Facilitation and Presentation Skill) – September 6 - 23, 2022</i>	<i>Php 800.00</i>	<i>720</i>	<i>Php 576,000.00</i>
6	<i>Rise with Rice (Facilitation and Presentation Skill) – September 24, 2022</i>	<i>Php 500.00</i>	<i>40</i>	<i>Php 20,000.00</i>
7	<i>Farmer's Field School - July 8, 15, 22, 29, August 5, 12, 19, 2022</i>	<i>Php 400.00</i>	<i>840</i>	<i>Php 336,000.00</i>

8	<i>Field Day – Date TBA</i>	<i>Php 300.00</i>	<i>150</i>	<i>Php 45,000.00</i>
<i>TOTAL</i> <i>(Approved Budget for the Contract)</i>			<i>3,990</i>	<i>Php 2,709,000.00</i>
<i>Expected delivery timeframe after receipt of a Call-Off.</i>		<i>Within the scheduled training days upon issuance of Call-off.</i>		
<i>Remarks</i>		<i>Indicate here any other appropriate information as may be necessary.</i>		
<i>PAULO G. BALINTONG</i>		<i>SR ANALYST</i>	<i>DA-PHILRICE BICOL (RCEP)</i>	
<i>SIGNATURE OVER PRINTED NAME</i>		<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

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>
I.	The Catering Service Provider shall comply with the government regulations as provided in Presidential Decree No. 856 otherwise known as “The Code on Sanitation of the Philippines”.	
	A. Sanitary Permit (Sec. 14, Chapter III)	
	B. Health Certificate of Food Handlers (Sec. 15, Chapter III)	
	C. Quality and Protection of Food (Sec. 16, Chapter III)	
II.	The Catering Service Provider agrees:	

	A. To provide food and services for the number of participants on the basis of the information given by the Procuring Entity thru a notice signed by the End-User, PMU Head and Coordinator or his authorized representative, at least two (2) days prior to the training schedule.	
	B. during the training, to increase/decrease the number of meals/snacks to be served for the remaining days of a specific training schedule, to take effect on the second day, provided that written notice is given by the Procuring Entity signed by the End-User, PMU Head and Coordinator or his authorized representative, not later than 3:00 PM on the first day of the training.	
	C. during the training, to adjust on any specific food/diet restrictions (religion or health reasons) of participants' meals to be served for the remaining days of a specific training schedule, to take effect on the second day provided that written notice is given by the Procuring Entity signed by the End-User, PMU Head and Coordinator or his authorized representative, not later than 3:00 PM on the first day of the training.	
	D. to substitute the menu for a specific training schedule due to justifiable reasons (unavailability in the market, red tide, supply and demand forces, tropical depression, advisory of no slaughter, etc.) provided that notice is given to the Procuring Entity at least one (1) day prior to the schedule. Provided further that the change in the menu will not change the unit cost.	
	E. to reschedule/cancel the seminar due to fortuitous event/instances beyond the control of DA-Philippine Rice Research Institute (Bicol Station)	

	F. to provide the necessary clean and/or sterile dining utensils during the training as enumerated in but not limited to the following: 1) Glasses; 2) Spoons; 3) Forks; 4) Serving spoons; 5) Cups; 6) Bowls; 7) Knives; 8) Trays; 9) Pitchers; 10) Glass rack; 11) Ice bucket; 12) Food warmers; 13) Toothpicks; and 14) Condiments.	
	G. to provide clean table cloth, seat covers and table napkins in the designated dining area.	
	H. to assign at least two (2) waiters/waitresses that conforms to hygienic practices including wearing of uniform and PPE while on duty to the extent necessary to protect against contamination of food all throughout every activity and shall secure an updated Health Certification from the medical health/authorized officer.	
	J. to maintain a high standard of sanitation and cleanliness of the dining area and its immediate surroundings at all times adopting the policy of “Clean as you go”.	
	<i>Additional Requirements</i>	
	1. The DA-Philippine Rice Research Institute (Bicol Station) shall inform the Catering Service Provider of the total number of actual participants at least two (2) days before the conduct of the training.	
	2. The Catering Service Provider shall assure the quality of food to be served maintaining high standards of sanitation. In the event that that the food served has indication of spoilage, the caterer shall be allowed to make substitution upon the approval of DA-Philippine Rice Research Institute (Bicol Station).	
	3. The Catering Service Provider shall provide menus which:	

	<p>(a) Contains diverse selection and must include locally grown produce, regional and international dishes and classic favorites that are nutritious, tasty, safe and clean.</p> <p>(b) Includes options for other rice forms - brown rice and other rice alternatives such as sweet potato, corn and banana should also be included.</p> <p>(c) Includes choices for other dietary requirements such as halal, vegetarian and vegan.</p> <p>(d) Other healthier choices: Grilled, Baked, Steamed and Sauteed (over fried foods)</p> <p>Meals (Breakfast/Lunch/Dinner) shall include the following:</p> <p>1 natural juice drink, 1 soup, 1 rice, 2 meat or seafood dishes, 1 vegetable, 1 salad, 1 dessert/fruit</p> <p>Snack (AM Snack/PM Snack) shall include the following:</p> <p>1 natural juice drink, 1 bread/noodle or pasta dish/native cakes/others, 1 fruit dessert</p> <p>The caterer shall provide weekly menu three (3) days prior the scheduled training sessions or activities subject to the approval of the End-User.</p>	
	4. Open to adjustments in the number of participants a day before the scheduled activity	
	5. The Catering Service Provider shall not require advance payment and deposit to guarantee reservation	
	6. The Catering Service Provider shall assign at least two (2) waiters/waitresses in clean working garments in during each training	

	7. The DA-Philippine Rice Research Institute (Bicol Station) reserves the right to cancel/reschedule the delivery of catering services in case of major institutional mandates/changes, calamities, etc. upon formal notice to the caterer at least two (2) days prior to the event.	
	8. The Catering Service Provider shall replace table cloth; seat covers and napkins used in the previous day on a daily basis as a precautionary measure to prevent the spread of the COVID-19.	
	<p>9. The Catering Service Provider is required to provide all of the following including additional services.</p> <p>(a) Free-flowing brewed and powdered coffee, sugar, creamer, tea and stand-by hot water</p> <p>(b) Free-flowing water infused with fruits and/or herbs</p> <p>(c) Provision of Monoblock tables and chairs as needed</p> <p>(d) Provision of Trash Bags all throughout every activity.</p> <p>(e) Free skirting and use of seat covers and linen as needed</p> <p>(f) Readable label for the menu indicating the name of the food and if it is fish, chicken, pork, beef, etc.</p> <p>(g) Biodegradable disposable or re-usable products such as paper boxes for packaging of left-overs or as needed.</p> <p>(h) Provision of nuts and chips for consumptions during morning and afternoon sessions.</p> <p>(i) The Catering Service Provider shall shoulder the water utility expenses incurred for their washing-up within the station.</p>	

Technical Specifications

TECHNICAL SPECIFICATIONS			
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance
<i>All about rice production – July 4, 2022</i>	40	Supply and Delivery of Meals and Snacks for the conduct of Rice Specialist Training Course, Farmer's Field School and Field Days on July to September 2022	<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.]</i>
<i>All about rice production – July 5, 2022 - August 26, 2022</i>	2120		
<i>All about rice production – August 27, 2022</i>	40		
<i>Rise with Rice (Facilitation and Presentation Skill) – September 5, 2022</i>	40		
<i>Rise with Rice (Facilitation and Presentation Skill) – September 6 - 23, 2022</i>	720		
<i>Rise with Rice (Facilitation and Presentation Skill) – September 24, 2022</i>	40		

<i>Farmer's Field School - July 8, 15, 22, 29, August 5, 12, 19, 2022</i>	<i>840</i>		
<i>Field Day – Date TBA</i>	<i>150</i>		

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- ☐ (b) 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**
- ☐ (c) 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**
- ☐ (d) 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**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) 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

- ☐ (g) 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

- ☐ (h) 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)

- ☐ (i) *[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.
- ☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

Section IX. Bidding Forms

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date: _____
Project Identification No.: _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address	Amount and Purpose of agent	Currency	Commission or gratuity
------------------	-----------------------------	----------	------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____.

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents 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;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Framework Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between [name of PROCURING ENTITY] of the Philippines with office address at _____, represented herein by its _____, _____ and hereinafter referred to as the “THE PROCURING ENTITY”

and

[name of SUPPLIER], a duly registered entity existing under the laws of the Philippines, with postal address at _____ represented by its _____ hereinafter referred to as the “THE SUPPLIER”

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project _____;

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article I GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof

3. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Framework Agreement List and the Technical Specifications;
- (c) the General Conditions of Contract;
- (d) the Special Conditions of Contract;
- (e) the Performance Security or Performance Securing Declaration;
- (f) the Procuring Entity's Notice to Execute Framework Agreement;
- (g) Mini Competition, when necessary; and
- (h) Call-Offs.

Article II DURATION

The term of this Agreement shall be from _____ to _____ unless sooner revoked by both parties.

Article III CONSIDERATION

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and perform the services subject to the conditions of the Call-off.

Article IV PERFECTION OF PROCUREMENT CONTRACT

The Framework Agreement being an option contract, a procurement contract is perfected only when THE PROCURING ENTITY exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off

Article V OBLIGATION TO ANSWER A CALL-OFF

Once THE PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE SUPPLIER to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.

Article VI
TERMS AND CONDITIONS

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines, on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

