

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF MEALS AND SNACKS WITH VENUE AND ACCOMMODATION FOR THE REVIEW AND FINALIZATION OF LESSON SCRIPTS FOR THE NATIONAL READING PROGRAM (RP) AND CATCH-UP FRIDAYS (CUF) ON AUGUST 5-9, 2024

Government of the Republic of the Philippines
DEPARTMENT OF EDUCATION
CARAGA REGION



Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I.

Invitation to Bid



Republic of the Philippines
Department of Education
Caraga Region
J. Rosales Avenue, Butuan City
Tel. No. 342-8207



**INVITATION TO BID FOR THE PROCUREMENT OF MEALS
AND SNACKS WITH VENUE AND ACCOMMODATION FOR THE
REVIEW AND FINALIZATION OF LESSON SCRIPTS FOR THE
NATIONAL READING PROGRAM (RP) AND CATCH-UP
FRIDAYS (CUF) ON AUGUST 5-9, 2024**

1. The Department of Education (DepEd) Caraga Region, through OSEC-13-24-4180 intends to apply the sum of ***Four Million Eighty Thousand Pesos (₱4,080,000.00)*** being the ABC to payments under the contract for the ***Procurement of Meals and Snacks with Venue and Accommodation for the Review and Finalization of Lesson Scripts for the National Reading Program (RP) and Catch-Up Fridays (CUF) on August 5-9, 2024.*** Bids received in excess of the ABC shall be automatically rejected at bid opening.

UNIT	DESCRIPTION	QTY.	ALLOCATED BUDGET
pax	Day 0 – Meal (dinner) with accommodation and venue	408	₱489,600.00
pax	Day 1-4 – 3 meals and 2 snacks for 4 days (breakfast, AM snacks, lunch, PM snacks and dinner) with venue and accommodation	408	₱3,264,000.00
pax	Day 5 – 2 meals and 2 snacks (breakfast, AM snacks, lunch, PM snacks) with venue and without accommodation	408	₱326,400.00
	(see Section 7 for the specifications)		
	GRAND TOTAL	<u>408</u>	<u>₱4,080,000.00</u>

2. The Department of Education (DepEd) Caraga Region now invites bids for the above Procurement Project. Delivery of the Goods is required by **5 days**. Bidders should have completed, within 5 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from the Department of Education, Caraga Regional Office Procurement Unit and inspect the Bidding Documents at the address given below from 8:00 AM to 5:00 PM, Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **July 3, 2024** from the given address and website(s) below and upon accomplishing the bidder’s information sheet and payment of the applicable fee for the Bidding Documents to the DepEd Caraga Regional Office Cashier, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (P5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The Department of Education (DepEd) Caraga Region will hold a **Pre-Bid Conference on July 11, 2024, 10:00 A.M.** at **Silver Hall, DepEd Caraga Regional Office, J. Rosales Ave., Butuan City** and through video conferencing **via MS Teams with the link: <https://tinyurl.com/2mz8txkv>**, 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 **July 23, 2024 at 8:59 A.M.** 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 **July 23, 2024 at 9:00 A.M.** at the **Silver Hall, DepEd Caraga Regional Office, J. Rosales Ave., Butuan City**. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
10. *Only duly authorized representatives with Letter of Intent and Special Power of Attorney are allowed to purchase the bidding documents. Certificate of PhilGEPs Platinum Registration is also required.*
11. The Department of Education (DepEd) Caraga Region 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:

KEVIN HOPE Z. SALVAÑA
Chairperson, BAC Secretariat
DepEd Regional Office XIII
J. Rosales Ave., Butuan City
procurement_caraga@deped.gov.ph
Tel No. (085) 342-8207
caraga.deped.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: caraga.deped.gov.ph

July 3, 2024


PEDRO TENEBRO ESCOBARTE JR.
Director III/Assistant Regional Director
BAC Chairperson

Section II.

Instructions to Bidders

1. Scope of Bid

The Procuring Entity, DepEd Caraga Regional Office wishes to receive Bids for the ***Procurement of Meals and Snacks with Venue and Accommodation for the Review and Finalization of Lesson Scripts for the National Reading Program (RP) and Catch-Up Fridays (CUF) on August 5-9, 2024.*** The Procurement Project (referred to herein as “Project”) is composed of 1 lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for OSEC-13-24-4180 in the amount of **₱4,080,000.00**.

2.2. The source of funding is:

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. 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 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.

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.**
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible

for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **DepEd Caraga Regional Office Silver Hall** 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 5 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)**.

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 bid opening.** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The Department of Education – Caraga Region requests for an Original Copy with Copy 1 and Copy 2 of the Technical and Financial Documents placed in properly labelled/marked and sealed envelopes. The two envelopes of the Technical and Financial documents shall be placed in a mother envelope properly labelled/marked and sealed.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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

- 20.2. 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III.

Bid Data Sheet

Bid Data Sheet

ITB Clause				
5.3	Eligible Bidders For this purpose, contracts similar to the Project shall be: - 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. - Completed within 5 years prior to the deadline for the submission and receipt of bids.			
7.1	Subcontracts Subcontracting is not allowed.			
12	Bid Prices 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. – Not Applicable			
14.1	Bid Security The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: - The amount of not less than 2% of the ABC or <u>₱81,600.00</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or - The amount of not less than 5% of the ABC or <u>₱204,000.00</u> if bid security is in Surety Bond.			
19.3	UNIT	DESCRIPTION	QTY.	ALLOCATED BUDGET
	pax	Day 0 – Meal (dinner) with accommodation and venue	408	₱489,600.00
	pax	Day 1-4 – 3 meals and 2 snacks for 4 days (breakfast, AM snacks, lunch, PM snacks and dinner) with venue and accommodation	408	₱3,264,000.00
	pax	Day 5 – 2 meals and 2 snacks (breakfast, AM snacks, lunch, PM snacks) with venue and without accommodation	408	₱326,400.00

		(see Section 7 for the specifications)		
		GRAND TOTAL	<u>408</u>	<u>₱4,080,000.00</u>
20.2	Post-Qualification No further instruction.			
21.1	Signing of the Contract No further instruction.			

Section IV.

General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V.

Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents - <i>not applicable</i> 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: “The delivery terms applicable to this Contract are delivered to _____. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.” Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>. Incidental Services – <i>not applicable</i> 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> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. <i>[Specify additional incidental service requirements, as needed.]</i>

	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. Spare Parts – <i>not applicable</i> The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: <i>Select appropriate requirements and delete the rest.</i> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>. Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.
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	Food Safety and Handling The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The supplier/service provider shall ensure that the quality of food and service levels are maintained at all times. Compliance with the Food and Safety Act of 2013 and FDA Advisory No. 2015-066 shall be monitored by the procuring entity.
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. Transportation – <i>not applicable</i> Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. Intellectual Property Rights – <i>not applicable</i> The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

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
1	Day 0 – Meal (dinner) with accommodation and venue	408	408	August 4, 2024
2	Day 1-4 – 3 meals and 2 snacks for 4 days (breakfast, AM snacks, lunch, PM snacks and dinner) with venue and accommodation	408	408	August 5-8, 2024
3	Day 5 – 2 meals and 2 snacks (breakfast, AM snacks, lunch, PM snacks) with venue and without accommodation	408	408	August 9, 2024

Section VII.

Technical Specifications

Technical Specifications

Unit	Specification	Qty.	Unit Cost	Total Cost	Statement of Compliance
pax	Day 0 – Meal (dinner) with accommodation and venue	408	₱1,200.00	₱489,600.00	
pax	Day 1-4 – 3 meals and 2 snacks for 4 days (breakfast, AM snacks, lunch, PM snacks and dinner) with venue and accommodation	408	₱2,000.00	₱3,264,000.00	
pax	Day 5 – 2 meals and 2 snacks (breakfast, AM snacks, lunch, PM snacks) with venue and without accommodation	408	₱800.00	₱326,400.00	
	GRAND TOTAL			<u>₱4,080,000.00</u>	

Note: Please see the next pages for the menu and other specifications

TECHNICAL SPECIFICATION SPECIFICATIONS

Within Agusan del Norte

1. **Security Measures:**

- 24-hour security personnel stationed at the entrance and throughout the premises.
- CCTV surveillance system installed for monitoring key areas.

2. **Power Supply:**

- Standby generator capable of providing uninterrupted power supply in case of outages.
- Trained operator available round-the-clock to manage the generator and ensure seamless power transitions.

3. **Facilities:**

- Gated compound to ensure privacy and security for participants.
- Availability of recreational facilities to use during breaks or before/after training sessions.
- Ample and secure parking space for participants' vehicles.

4. **Hygiene and Safety Measures:**

- Alcohol dispensers strategically placed at high-traffic areas including the main entrance, function halls, mess halls, and accommodation rooms.
- Regular sanitation and disinfection protocols were implemented throughout the venue.

5. **Accommodation Rooms:**

- Comfortable and well-appointed rooms equipped with necessary amenities such as Wi-Fi, air conditioning, and toiletries.
- Maximum occupancy of 2-3 persons per room, strictly prohibiting bed sharing to ensure individual comfort and privacy.
- Preference for rooms with hot and cold shower facilities to accommodate varying preferences.
- Complete toiletries provided and replenished daily to maintain cleanliness and hygiene standards.
- Complimentary provision of purified drinking water and coffee for guests' convenience.
- Regular housekeeping services to maintain cleanliness and orderliness.
- Provision of designated praying areas/spaces for diverse religious practices.

6. **Plenary, Function and Breakout areas:**

- Spacious and well-equipped conference halls with audiovisual facilities for presentations and discussions.
- 11 breakout areas
 - > 33 pax for 8 Learning areas
 - > 48 pax for 3 Grade Level Surigaonon
 - > 1 projector in every break-out area
 - > 1 sound system with microphone per break-out area

- Absence of pillars or posts obstructing the central view to optimize participants' viewing experience.
- Excellent soundproofing, ample lighting, and ventilation to enhance the overall atmosphere and comfort.
- Availability of audio-video equipment and a robust sound system, including a minimum of three microphones and an audio jack, dedicated operator/technician for technical support in the plenary hall and breakout rooms.
- Equipped with projector and screen for presentations for the session.
- Technicians are available to assist with setup and troubleshooting.
- Adequate lighting and screen visibility for effective presentations.
- High-speed internet connectivity of at least 15 Mbps to facilitate seamless communication and online activities.
- L-shaped setup with tables allocated for secretariat and facilitators' use to streamline administrative tasks and coordination.
- Provision of extension cords to accommodate various electronic devices and equipment.
- Complimentary provision of overflowing purified drinking water, tea, and coffee

7. Catering Services:

- Offering a diverse menu of nutritious meals and refreshments.
- Accommodation of dietary restrictions and special requests upon prior notification.

8. Technical Support:

- Dedicated technical support team to address any issues related to audiovisual equipment, Wi-Fi connectivity, or other technical requirements.
- Prompt response to troubleshoot and resolve technical issues to minimize disruptions during training sessions.

9. Other Amenities:

a. First Aid:

- first aid kit to address any health emergencies or concerns promptly.

b. Complimentary Tarpaulin:

- Provision of complimentary tarpaulins (4'x 8') in the session hall and for signage at the entrance.

c. Vehicle

- Include the availability of a standby vehicle to ferry participants to the hospital in case of emergency.

d. Terms and Conditions:

- Clear coordination and agreement regarding the training's terms and conditions will be established with the focal person or organizing committee to ensure mutual understanding and compliance.

Prepared by:

MARIA CONSUELO C. JAMERA
EPS - CLMD

MENU FOR REVIEW AND FINALIZATION OF LESSON SCRIPTS FOR CUF & NRP				
DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
LUNCHEON MEAT	CORNEED BEEF	BACON	FRIED FISH (BANGUS)	HAM AND CHEESE OMELETTE
AMPALAYA W/ EGG	HARD BOILED EGG	SUNNY SIDE UP EGG	MEAT LOAF	PAKSIW NA BANGUS
DRIED FISH WITH CUCUMBER	CHICKEN LONGGANIZA	HOT DOG (JUMBO)	CHORIZO	PORK AND BEANS
RICE	RICE	RICE	RICE	RICE
RIPE MANGO	PAPAYA	BANANA	MELON	PAPAYA
COFFEE/CHOCO W/ MILK	COFFEE/ CHOCO W/ MILK	COFFEE/ CHOCO W/ MILK	COFFEE/ CHOCO W/ MILK	COFFEE/ CHOCO W/ MILK
AM SNACKS	AM SNACKS	AM SNACKS	AM SNACKS	AM SNACKS
EGG SANDWICH	CASSAVA CAKE	CLUB SANDWICH	SIOPAO	TUNA SANDWICH
MANGO JUICE	CANTALOE JUICE	PINE APPLE JUICE	ORANGE JUICE	MELON JUICE
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
BEEF STEAK W/ BROCCOLI	CHICHEN JOY	SWEET AND SOUR BOLA BOLA	EGG CALDERETA	PORK SINIGANG
SOTANGHON	MIXED SEAFOODS	CHICKEN CURY	MISWA BOLA BOLA	TUNA KINLAW
FISH FILLET (SWEET & SOUR)	CORNEED SOUP	BIHON GISADO	SINUWAM NA TALONG	BREADED FISH
RICE	RICE	RICE	RICE	RICE
SOFTDRINK	SOFTDRINK	SOFTDRINK	SOFTDRINK	SOFTDRINK
GARDEN SALAD	FRUIT SALAD	BUCO PANDAN	MACARONI SALAD	MANGO FLOAT
PM SNACKS	PM SNACKS	PM SNACKS	PM SNACKS	PM SNACKS
BANANA CAKE	ENSAYMADA	CARBONARA W/ SLICE BREAD	HAMBURGER	SPAGHETTI
LEMON JUICE	WATERMELON JUICE	BLUE LEMONADE	RED TEA WITH LEMON	PINE APPLE JUICE
DINNER	DINNER	DINNER	DINNER	DINNER
PORK ADOBO	NILAGANG BAKA	BEEF MECHADO	FISH TINOLA	GROUND PORK MENUDO
FOUR SEASON	FRIED FISH	AFRITADA	PAKBET	LITSON MANOK
CHICKEN BUFFALO WINGS	GUSO SALAD	CUCUMBER SALAD	GRILLED PORK	FOUR SEASON SALAD
RICE	RICE	RICE	RICE	RICE
SOFTDRINK	SOFTDRINK	SOFTDRINK	SOFTDRINK	SOFTDRINK
MELON/ORANGE	PINE APPLE	BANANA	PAPAYA	MANGO

NOTE :

1. Provision of complimentary sufficient beverages such as water, coffee and or tea

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).

