



Republic of the Philippines  
Department of Justice  
**BUREAU OF CORRECTIONS**  
Muntinlupa City



# **PHILIPPINE BIDDING DOCUMENTS**

## **FOOD SUBSISTENCE FOR PDL CONFINED AT SABLAYAN PRISON AND PENAL FARM (SPPF)-RE BID**

**Sixth Edition  
July 2020  
Bids and Awards Committee 2022**

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



Republic of the Philippines  
Department of Justice  
**BUREAU OF CORRECTIONS**  
Muntinlupa City



## **INVITATION TO BID FOR FOOD SUBSISTENCE FOR PDL CONFINED AT SABLAYAN PRISON AND PENAL FARM (SPPF)-RE BID**

1. The **Bureau of Corrections**, through the **General Appropriation Act (GAA) of 2022** intends to apply the sum of **Seventy Three Million Four Hundred Thirty Thousand Seven Hundred Pesos Only (₱73,430,700.00)** being the ABC to payments under the contract for **Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid** with Identification Number **ITB 2021-038**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Bureau of Corrections**, now invites bids for the above Procurement Project. Contract shall commence from the approval of Contract Agreement and issuance of Notice to Proceed up to December 31, 2022. Bidders should have completed, within the last **eight (8) years** from the date of submission and receipt of bids, a contract similar to the Project equivalent to at least fifty percent (50%) of the ABC. 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.

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 **Bureau of Corrections** and inspect the Bidding Documents at the address given below during Monday to Friday from 8:00am to 5:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on Jan 29, 2022 8:00am-5:00pm to Feb 21, 2022 8:00am-8:30am from the given 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 fifty (₱50,000.00) thousand pesos only. The Procuring Entity shall allow the bidder to present its proof of payment for the fees and presented in person or by facsimile.
6. The **Bureau of Corrections** will hold a Pre-Bid Conference on February 7, 2022 - 09:00 am at BAC Conference Room NBP Reservation Muntinlupa City, 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 February 21, 2022 -09:00 am. 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 February 21, 2022 -09:00 am at the given address below BAC Conference Room NBP Reservation Muntinlupa City, Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *The Schedule of Bidding Activities shall be as follows:*

ACTIVITES	DATE/TIME	VENUE
1. Sale and Issuance of Bid Documents	Jan 29, 2022 8:00am-5:00pm to Feb 21, 2022 8:00am-8:30am	Supply Division Bureau of Corrections Muntinlupa City
2. Pre-bid Conference	February 7, 2022 09:00 am	BAC Conference Room Bureau of Corrections Muntinlupa City
3. Submission and Opening of Bid Documents	February 21, 2022 09:00 am	BAC Conference Room Bureau of Corrections Muntinlupa City


11. The **Bureau of Corrections** 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:

**WILLIAM M. TERRADO**  
 Office of the BAC Secretariat  
 Supply Office, Bureau of Corrections, Muntinlupa City  
 Tel # 02-8809-8587/02-8478-0907  
[bacsecbucor@yahoo.com](mailto:bacsecbucor@yahoo.com)

12. You may visit the following websites:

For downloading of Bidding Documents: [bucor.gov.ph](http://bucor.gov.ph)

Date of Issue: January 29, 2022

  
**CCSUPT VICTOR ERICK L PASCUA**  
 Chairperson, Bids and Awards Committee

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

## 1. Scope of Bid

The Procuring Entity, *[indicate name]* wishes to receive Bids for the *[insert Procurement Project]* *{[insert, if applicable:]* under a Framework Agreement*}*, with identification number *[indicate number]*.

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

The Procurement Project (referred to herein as “Project”) is composed of *[indicate number of lots or items]*, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

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

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

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

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

## 3. Bidding Requirements

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

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

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

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

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

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

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

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

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

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

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:



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

- a. For the procurement of 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 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.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

*[Select one, delete other/s]*

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- b. Subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the

Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 12. Bid Prices

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

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

12.2. *[Include if Framework Agreement will be used:]* 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:

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

- a. Philippine Pesos.
- b. *[Indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].*

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

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

## **15. Sealing and Marking of Bids**

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

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

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

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. *[Include if Framework Agreement will be used:]* 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 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. *[Include if Framework Agreement will be used:]* 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.

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

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

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

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

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

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

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

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. *[Include if Framework Agreement will be used:]* for multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

## **21. Signing of the Contract**

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

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

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.



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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Institutional food catering including the cooking, preparation and delivery of cooked food on a large scale</li> <li>b. Completed within the last eight (8) years equivalent to at least fifty percent (50%) of the ABC, prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP Bureau of Corrections NBP Reservation muntinlupa City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.</li> </ul>
19.4	One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
20.2	<p>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;</p> <ul style="list-style-type: none"> <li>1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</li> <li>2. Supporting Documents for the SLCC (Sales Invoice or Official Receipt or End-users Acceptance, any of which shall be accompanied by at least Satisfactory in rating )</li> <li>3. Valid and Current Registration Certificate (SEC Certificate of Registration for Corporation or DTI Certificate of Registration for Sole Proprietorship or CDA Certificate of Registration for Cooperative)</li> <li>4. Valid and Current Mayor's or Business Permit</li> <li>5. Valid and Current Tax Clearance</li> <li>6. Audited Financial Statement</li> </ul>
21.2	No additional contract documents.

## ***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**.

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

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

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

## 3. Performance Security

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

#### **4. Inspection and Tests**

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

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

#### **5. Warranty**

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

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

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

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract is delivered to Sablayan Prison and Penal Farm, Occidental Mindoro Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Superintendent Sablayan Prison and Penal Farm.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p style="padding-left: 40px;">a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>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.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p style="padding-left: 40px;">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</p>

- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications



	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
2.2	<p>Partial payments to the winning supplier for its supplies will be made every 10<sup>th</sup> day, 20<sup>th</sup> day and last day of the month correspond to the value of the goods delivered and accepted based on actual population in accordance with prevailing accounting and auditing rules and regulations.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

4	The inspections that will be conducted are: <i>based on the actual physical condition of the food subsistence that will be inspected by the Inspection and Acceptance Committee which includes representatives from BuCor assigned at the concerned facilities as well as from the PDL representatives based on the approved menu cycle.</i>
5	<p>Any defects in the foods prepared/delivered shall be replaced immediately.</p> <p>Notice will be issued to the supplier for the non-acceptance food due to defects (unfit for human consumption food poisoning or other similar complaint) based on a substantial verified complaint/s by the end-user submitted to the Supply Division for subsequent recommendation for the termination of contract subject to the approval of the HOPE.</p>

## ***Section VI. Schedule of Requirements***



Republic of the Philippines  
Department of Justice  
**BUREAU OF CORRECTIONS**  
Muntinlupa City

## ***Section VI. Schedule of Requirements***

### ***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid***

*(Insert Lot Name and Number)*

<b>Description</b>	<b>Total Quantity</b>
BASED ON THE TEN (10) DAYS CYCLE MENU  <b>BREAKFAST:</b> Daily distribution to PDL on the project site shall not be earlier than <b><u>4:00 am</u></b> but not later than <b><u>5:30 am.</u></b>  <b>LUNCH:</b> Daily distribution to PDL on the project site shall not be earlier than <b><u>9:30 am</u></b> but not later than <b><u>11:00 am.</u></b>  <b>DINNER:</b> Daily distribution to PDL on the project site shall not be earlier than <b><u>4:00 pm</u></b> but not later than <b><u>5:30 pm.</u></b>	Based on the actual population of PDL  Based on the actual population of PDL  Based on the actual population of PDL

**I/We hereby commit to comply and deliver the entire requirement in accordance with the above stated schedule.**

**CONFORME:**

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Name of Company in Print

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Signature over Printed Name of Authorized Representative

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Date

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



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**BUREAU OF CORRECTIONS**  
 Muntinlupa City



***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid***

*(Insert Lot Name and Number)*

(PLEASE USE THIS FORM AND DO NOT RETYPE OR ALTER)

**Specification**

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance (State “Comply” or “Not Comply”)</b>
I.	Food and Related Technical Specifications	
II.	10 days Cycle Menu Plan, weekly ration, Guide to Serving Portion for the Menu and Hospital	
III.	Technical and Logistics Competence	
IV.	Other Technical Specifications	

**Bidders must state in the statement of compliance either “Comply” or “Not Comply” against each of the individual parameters of each Specification.**

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\_\_\_\_\_  
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\_\_\_\_\_  
 Date



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Muntinlupa City



## I. FOOD AND RELATED TECHNICAL SPECIFICATIONS

### 1. *Nutritional Value, Composition, Meal Plan*

- ❖ During the actual implementation of the contract, the Winning Bidder shall comply with the Agency, prepared Menu as provided in the **Ten Day Cycle Menu** of these bidding documents and technical specifications.
- ❖ During the actual implementation of the contract the Winning Bidder shall comply to the Agency prepared Menu for PDL with special dietary requirements (e.g. diabetic, PTB patients and others)

### 2. *Meal Schedule and Distribution*

- **Meals should** be delivered and distributed as follows:

- ❖ BREAKFAST: Daily distribution to PDL on the project site shall not be earlier than **4:00 am** but not later than **5:30 am**.
- ❖ LUNCH: Daily distribution to PDL on the project site shall not be earlier than **9:30 am** but not later than **11:00 am**.
- ❖ DINNER: Daily distribution to PDL on the project site shall not be earlier than **4:00 pm** but not later than **5:30 pm**.

### 3. *Packaging*

- ❖ During the actual implementation of the contract, the Winning Bidder shall ensure that damage/spoilage or deterioration of cooked food is prevented during transit to their final destination. Sufficient and sanitary packaging shall be provided for this purpose. The packaging of the food products shall be such that they can withstand rough handling and exposure to the elements.

**I/We hereby commit to comply and deliver the entire requirement in accordance with the above stated schedule.**

**CONFORME:**

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**BUREAU OF CORRECTIONS**  
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**I. FOOD AND RELATED TECHNICAL SPECIFICATIONS**

**4. Inventory**

- ❖ During the actual implementation of the contract the winning Bidder shall at any time, have a one (1) week inventory stock of NON-PERISHABLE ITEMS and three (3) days inventory stock of PERISHABLE ITEMS as guarantee against any eventuality or unforeseen event that may affect the availability of food subsistence of PDL.

**5. Delivery**

- ❖ During the actual implementation of the contract, Winning Bidder shall see to it that foods shall be in hygienic food containers and sufficient number of delivery truck/s be available for timely and prompt delivery of foods.

**6. Delivery of Cooked Food**

- ❖ During the actual implementation of the contract, Winning Bidder shall deliver the food for the PDL on the exact commencing date and time as stated on the Schedule of Requirements. The Project shall be strictly in compliance with the submitted menu and in accordance with terms and conditions of the Bidding Documents, to prevent disruption of the PDL feeding program. Request for substitution of items in the menu may be allowed three (3) days prior to the scheduled delivery but subject for the approval of the Superintendent or duly authorized representative in case-to-case basis. The maximum allowable number of food substitution is four times a month.

**7. Quantity of Cooked Food**

- ❖ During the actual implementation of the contract, Winning Bidder shall deliver the cooked food for the PDL in exact quantity of food based on the 10-day cycle menu.

**8. Quality of Cooked Food**

- ❖ During the actual implementation of the contract, Winning Bidder shall ensure the quality of food to be served which is commensurate in accordance with the provisions of the General Appropriations Act of food subsistence for PDL.

**9. Raw Ration**

- ❖ Should the particular Camp or specific group of PDL request for Raw Ration, the same shall be complied with upon approval of the OPPF/Camp Superintendent or its duly authorized representative.

**I/We hereby commit to comply and deliver the entire requirement in accordance with the above stated schedule.**

**CONFORME:**

\_\_\_\_\_  
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**II. A. 10 Day Cycle Menu. GUIDE TO SERVING PORTIONS FOR THE MENU**

	BREAKFAST	QTY	LUNCH	QTY	SUPPER	QTY
DAY 1	Steamed/fried Hotdog Steamed Rice Coffee	70g 400g	Chicken Curry w/ potato and carrots Steamed Rice	100g raw meat 400g	Chicken sa gata w/ potato Steamed Rice	100g raw meat 400g
DAY 2	Pork/Chicken Tapa Steamed Rice Coffee	100g raw meat 400g	Ampalaya con carne Steamed Rice	200g 400g	Pork/Chicken ala cubana w/ carrots and potato Steamed Rice	100g raw meat 400g
DAY 3	Hamonado Steamed Rice Coffee	75g 400g	Fried Galunggong Steamed Rice	100g raw fish meat 400g	Ginisang upo w/ chicken/pork Steamed rice	200g 400g
DAY 4	Tuyo w/ tomato Steamed Rice coffee	35g-40g 400g	Beef Caldereta Steamed Rice	100g raw meat 400g	Pork/chicken igado Steamed Rice	100g raw meat 400g
DAY 5	Meatloaf Steamed Rice Coffee	75g 400g	Pork/chicken Pochoero Steamed Rice	100g raw meat 400g	Fried Matambaka Steamed Rice	100g raw fish meat 400g
DAY 6	Scrambled Egg Steamed Rice Coffee	75g 400g	Fish sinigang sa miso w/ mustasa or pechay Steamed rice	100g raw fish meat 400g	Corned Beef guisado Steamed rice	75g 400g
DAY 7	Tinapa Steamed rice Coffee	35g-40g 400g	Pancit bihon/canton/miki guisado with pork or chicken strips and vegetables Steamed Rice	400g	Chicken adobo w/ camote or potato Steamed Rice	100g raw meat 400g
DAY 8	Meatballs Steamed Rice Coffee	75g 400g	Kare Kare (beef stripe or pork, sitaw, talong, puso ng saging, petsay, alamang) Steamed Rice	100g raw meat 400g	Adobong sitaw or baguio beans w/ chicken strips Steamed rice	200g 400g
DAY 9	Longganisa Steamed Rice Coffee	75g 400g	Pinakbet (okra, sitaw, kalabasa, camote & eggplant) w/ hibe Steamed Rice	200g 400g	Pork asado w/ camote or saba Steamed Rice	100g raw meat 400g
DAY 10	Sardines w/ miswa Steamed Rice Coffee	75g 400g	Ginisang munggo w/ kalabasa and malunggay w/ tinapa or pork Steamed Rice	200g 400g	Sweet and sour fish Steamed rice	100g raw fish meat 400g

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## II. B. Weekly Raw Ration

<b>Week 1 and 3 Saturday Distribution</b>	
Rice	4 kg
Sardines	3 cans 155g/can
Beef loaf/ Meat loaf/Tuna	2 cans 150g/can
Corned beef	2 cans 150g/can
Egg	5 pcs medium size
Dried fish	100g
Hotdog/Logganisa	2 pcs
Instant noodles	2 packs 55g/pack
Chicken/Beef/Pork meat	500g
Salt	100g
Coffee	30g
Sugar	250g
Soy Sauce	100ml
Vinegar	100ml
Cooking Oil	250ml

<b>Week 2 and 4 Saturday Distribution</b>	
Rice	4 kg
Sardines	3 cans 155g/can
Beef loaf/ Meat loaf/Tuna	2 cans 150g/can
Corned beef	2 cans 150g/can
Egg	5 pcs medium size
Dried fish	100g
Hotdog/Logganisa	2 pcs
Instant noodles	2 packs 55g/pack
Fresh fish	500g
Monggo	200g

**CONFORME:**

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\_\_\_\_\_  
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**II C. GUIDE TO SERVING PORTIONS FOR THE MENU**  
**REGULAR POPULATION ( Standard Measuring Tools)**

	<b>Menu</b>	<b>Male</b>	<b>Female</b>
1	Steamed Rice Porridge/Oatmeal/Congee	2 cups (320-400g) 200g	1 ½ cup (240g-320g) 200g
2	For Meat Menus	Pork- 100g raw Beef- 100 g raw Chicken-100 g (no “palong”, “siko”, or “paa”)	Pork- 100g raw Beef- 100 g raw Chicken-100 g (no “palong”, “siko”, or “paa”)
3	For fish menus- should be common in the market (except for fresh Tamban, Asohos, Tursilyo and Imelda Fish)	Fresh -100g Tuyo- 35-40g Dried Fish -35g	Fresh -100g Tuyo- 35-40g Dried Fish -35g
4	For menus where meat, chicken, pork as adjunct to the vegetable or noodle dishes	22-30g/ serving	22-30g/ serving
5	Meat Product	Longganisa- 75g (1 pc) Meat/Beef Loaf-75g Hotdog/Chix Hotdog-70 g/pc	Longganisa- 75g (1 pc) Meat/Beef Loaf-75g Hotdog-70 g/pc
6	For menus that are broth-based/noodles	2 c Noodles/ 1 c or more for broth	2 c Noodles/ 1 c or more for broth
7	Sauces for Adobo, Asado, Hamonado, Mechado, Menudo,	Medium to thick consistency (at least ½ c)	Medium to thick consistency (at least ½ c)
8	For vegetable main dish	200g	200g
9	For vegetable as add-on to the dish	Cubed Camote/Potato/Squash- 25g Sayote/Papaya-25g Carrots/Cabbage Strips-5g Sili Leaves/Malunggay/Pechay- 1.5 – 2 Tablespoon Sitaw/Okra/Baguio Beans- 10-15g Bottle Gourd -5-10g Saba-20g Tomato- 1 pc (40-50g) if in season or 25g (if not in season)	Camote/Potato/Squash- 25g Sayote/Papaya-25g Carrots/Cabbage-10-15g Sili Leaves/Malunggay/Pechay- 1.5 Tablespoon Sitaw/Okra- 10-15g Bottle Gourd -10g Saba- Saba-20g Tomato- 1 pc (50g) if in season or 25g (if not in season)

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## GUIDE TO SERVING PORTIONS FOR THE MENU

### II D. HOSPITAL:

- PDL with requisite dietary regimen, as PRESCRIBED by the MEDICAL OFFICER/SPECIALIST, shall be given with what is served with the general population: except for the following:
  - ❖ Dried Fish be substituted with meat products, egg
  - ❖ Meats must have lesser visible fats
  - ❖ Admitted PDL-patients and out-patients with higher caloric requirement with chronic medical conditions such as TB, Diabetes, Mentally-challenged, be given 25% more of the regular serving of rice
  - ❖ Routine Hospital Diets should also be provided (Soft Diet, Liquid Diet, Osterized Feeding, High-Fiber, Hypoallergenic, etc.)

### C. OTHERS:

- Seventh Day Adventist/ Muslim population and others, shall be given food in accordance with their religious practice specified such as Halal certified products.

**CONFORME:**

\_\_\_\_\_  
Name of Company in Print

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\_\_\_\_\_  
Date



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**III. TECHNICAL, LOGISTICS AND ORGANIZATIONAL COMPETENCE**

**1. Food Inspection and Acceptance**

- ❖ To inspect, take samples if necessary, if the food being delivered is in accordance with the minimum dietary requirements in relation to the 10-day cycle menu and the quality of food to be served which is commensurate in accordance with the provisions of the General Appropriations Act on food subsistence for PDL.

**2. Registered Nutritionist Dietitian**

- ❖ All participating bidders must have employed before or at the time of the receipt of bids and bid opening a Registered Nutritionist-Dietitian with experience in the field of institutional catering service to ensure nutritious and safe food. The Bidder shall ensure that there shall be stationed at least one Registered Nutritionist-Dietitian with attached credentials.

**3. Food Safety Compliance Officer**

- ❖ In view of the scale of the catering project and the ever-urgent need to ensure safe food, all participating bidders must have employed six (6) months prior to the scheduled receipt of bids and bid opening at least one (1) Food Safety Compliance Officer with attached credentials in compliance with RA 10611, otherwise known as the Food Safety Act of 2013.

**❖ I/We hereby commit to comply and deliver the entire requirement in accordance with the above stated schedule.**

**CONFORME:**

\_\_\_\_\_  
 Name of Company in Print

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 Signature Printed Name of Authorized Representative

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 Date



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Muntinlupa City

**III. TECHNICAL, LOGISTICS AND ORGANIZATIONAL COMPETENCE**

- ❖ Under IRR of Republic Act No. 10611, otherwise known as “Food Safety Act 2013” , Food safety officer refers to “a professionally qualified and properly trained officer appointed by a food safety regulatory agency or by local government units (LGUs) in accordance with the appropriate civil service rules and regulations.”
- ❖ Under Rule 14a.1.3- Large and medium scale food businesses engaged in the manufacture of processed and prepackaged food shall designate a FSCO who is preferably a graduate of food-related courses including but not limited to food technology, food and nutrition, chemistry, microbiology, chemical/sanitary engineering, veterinary medicine, fisheries, agriculture. Graduates of other courses must have work experience on food safety.
- ❖ Under Rule 14a.1 All food businesses shall designate a Food Safety Compliance Officer (FSCO) who has passed a prescribed training course for FSCO recognized by the DA and/or the DOH.

4. Off-site Cold Storage

In order to maintain continuous and uninterrupted supply of perishable goods for the PDL's food subsistence, especially in the time of pandemic, all participating bidders must have owned or leased, at least six (6) months prior to the scheduled receipt and opening of bids, a cold storage facility sufficient to keep and store three (3) days' worth of perishable items based on the 10-day menu cycle. The cold storage facility, whether owned or leased, shall be accredited by the Department of Agriculture pursuant to the Guidelines and Procedures for the Mandatory Accreditation of Cold Storage Warehouse for Agricultural and Fisheries Products dated August 1, 2012. All prospective bidders shall submit proof of ownership of the cold storage facility. In case of third party provider, the notarized contract of lease and official receipts of the last six (6) months prior to the scheduled receipt and opening of bids as proof of payment of rent shall be submitted.

**I/We hereby commit to comply and deliver the entire requirement in accordance with the above stated schedule.**

**CONFORME:**

\_\_\_\_\_  
Name of Company in Print

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Date



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Muntinlupa City

**IV. OTHER TECHNICAL SPECIFICATIONS**

1. **Rental**

- ❖ During the actual implementation of the contract, the winning bidder may be allowed to use the Kitchen inside the respective camps subject to reasonable rent and payment of incidental expenses such as water and electricity.

2. **Electricity**

- ❖ During the actual implementation of the contract, if kitchen inside reservation is allowed, Electricity consumption will be charged to the account of the winning bidder and will be billed on a monthly basis. Payment for monthly billing of energy consumption will be payable at the Cashier's Office.
- ❖ During the actual implementation of the contract, if kitchen inside reservation is allowed, BuCor shall install a Kilowatt Hour Meter with ERC seal and meter test report to determine actual energy consumption including wiring components (wires & conduits, fitting accessories, switches, etc.). Electric meter installed will be property of BUCOR.

3. **Water**

- ❖ During the actual implementation of the contract, if kitchen inside reservation is allowed, Water consumption will be charged to the account of the winning bidder and will be billed on a monthly basis. Payment for monthly billing of water consumption will be payable at the Cashier's Office.
- ❖ During the actual implementation of the contract, if kitchen inside reservation is allowed, BuCor shall provide a water meter to determine actual water consumption.
- ❖ During the actual implementation of the contract, The Winning Bidder shall secure Analysis of water on a monthly basis or as may be reasonably required by the BuCor Sanitary Inspector to be tested by the BuCor Sanitary Inspector at the City/Municipality Health Office at the expense of the winning bidder.

4. **Fuel**

- ❖ During the actual implementation of the contract, Fuel for cooking shall be on the winning bidder's discretion subject to usual Prison rules and regulations.
- ❖
- ❖ Adequate safety measures/equipment such as fire extinguishers should be provided.

**I/We hereby commit to comply and deliver the entire requirement in accordance with the above stated schedule.**

**CONFORME:**

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Date



Republic of the Philippines



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**IV. OTHER TECHNICAL SPECIFICATIONS**

**5. Sanitary**

- ❖ The Winning Bidder shall secure sanitary permits from the City/Municipality Health office upon commencement of the contract.
- ❖ The Winning Bidder shall secure Health certificate of food handlers from the City/Municipality health office upon commencement of the contract.
- ❖ The winning bidder shall provide cleaning supplies necessary for the cleanliness and sanitation of the working area, kitchen equipment & utensils upon commencement of the contract.
- ❖ The winning bidder shall provide their personnel with individual pantry kit such as hair net, gloves, aprons, masks and rubber boots upon commencement of the contract.
- ❖ The Winning Bidder shall ensure that the general area used for food preparation and storage is free from vermin and other harmful insects. Fumigation and pest control shall be at least twice a year upon commencement of the contract.
- ❖ The winning Bidder shall provide proper system for Disposal of Garbage upon commencement of the contract.

**6. Security Precautions**

- ❖ During the actual implementation of the contract, the winning Bidder shall strictly follow all existing prison rules, regulations, and security guidelines as issued by the Director General or Office of the Chief of Operating Camps

**I/We hereby commit to comply and deliver the entire requirement in accordance with the above stated schedule.**

**CONFORME:**

\_\_\_\_\_  
Name of Company in Print

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Date



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Muntinlupa City

**IV. OTHER TECHNICAL SPECIFICATIONS**

**7. *Use of Kitchen inside Reservation***

- ❖ During the actual implementation of the contract, the winning bidder may be allowed to use the Kitchen inside the respective camps subject to reasonable rent and payment of incidental expenses such as water and electricity.

**8. *PDL hired as kitchen Helpers for preparation or distribution of food***

- ❖ PDL food helpers may be hired by the winning bidder upon request to those PDL who shall be properly selected with medical certificate and corresponding order issued. Any violations of prison rules and regulations may result in revocation of issued order.
- ❖ Inmate's food/kitchen helpers shall receive allowance of not less than Php 2,000.00 per month from the winning Bidder.

**I/We hereby commit to comply and deliver the entire requirement in accordance with the above stated schedule.**

**CONFORME:**

---

Name of Company in Print

---

Signature Printed Name of Authorized Representative

---

Date

***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);

#### 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 Schedule of Requirements; **and**
- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
- a) Credentials for Registered Nutritionist Dietitian
  - b) Credentials for Food Safety Compliance Officer and Service Record
  - c) Submit Proof of ownership if CSW is owned or In case of third party provider, the notarized contract of lease and official receipts of the last six (6) months prior to the scheduled receipt and opening of bids as proof of payment of rent shall be submitted
- (g) 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

- (h) 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*

- (i) 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.

**II. FINANCIAL COMPONENT ENVELOPE**

- (j) Original of duly signed and accomplished Financial Bid Form; **and**
- (k) Original of duly signed and accomplished Price Schedule(s).

## *Bidding Forms*

COMPANY LETTERHEAD

**Statement of ongoing government & private contracts**

***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid***

Statement of all its ongoing government and or private contracts including contracts awarded but not yet started, if any whether similar or not similar in nature.

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract
Total Value of Outstanding Contract:						

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

COMPANY LETTERHEAD

**Statement of Single Largest Completed Contract**

***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid***

Statement of Single (1) Largest Completed Contract of Similar in nature within the last eight (8) years from the date of submission and receipt of bids amounting to at least fifty percent (50%) of the Approved Budget of the Contract (ABC)

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary	Date of Delivery

**CERTIFIED CORRECT:**

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

COMPANY LETTERHEAD  
***Food Subsistence for PDL Confined at Sablayan Prison and Penal  
Farm (SPPF)-Re Bid***

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

X-----X

**BID SECURING DECLARATION**  
**Invitation to Bid: [Insert Reference number]**

To: **Bureau of Corrections**

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 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 Ten (10) 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 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;
  - (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'S AUTHORIZED REPRESENTATIVE]

\_\_\_\_\_  
[Insert Signatory's Legal Capacity]



Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

COMPANY LETTERHEAD

***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid  
Omnibus Sworn Statement***

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:***

a) *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 ***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid*** of the **Bureau of Corrections**, as shown in the attached duly notarized *Special Power of Attorney*;

b) *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 ***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid*** of the **Bureau of Corrections**, 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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the ***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid*** .
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 \_\_, 2022 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

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Series of \_\_\_\_\_

COMPANY LETTERHEAD

***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid***

**Certificate of Net Financial Contracting Capacity**

(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is \_\_\_\_\_ (P \_\_\_\_\_) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows: (Please show computation of NFCC)

$$\text{NFCC} = (\text{CA} - \text{CL}) (15) - \text{C}$$

Where:

CA = Current Assets

CL = Current Liabilities

C = value of all outstanding or uncompleted portions of the Projects under going contracts, including awarded contracts Yet to be started coinciding with the contract for this Project

**NOTE:**

The values of the bidder's current assets and current liabilities shall be based on the Audited Financial Statement submitted to the BIR.

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Name & Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

COMPANY LETTERHEAD

***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid***

**Bid Form**

---

Date: \_\_\_\_\_  
Invitation to Bid N<sup>o</sup>: *[Insert Identification number]*

To: **Bids and Awards Committee**  
Bureau of Corrections  
NBP Reservation Muntinlupa City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid*** in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ ₱ \_\_\_\_\_ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and you're 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 as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the **Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid** of the **Bureau of Corrections**. *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid** of the **Bureau of Corrections**.**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
*[Signature over Printed Name]*

\_\_\_\_\_  
*[In the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



Republic of the Philippines  
Department of Justice  
**BUREAU OF CORRECTIONS**  
Muntinlupa City



## SCHEDULE OF PRICES

### *Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm (SPPF)-Re Bid*

Estimated Population	Number of Days	Agency Specification	ABC	Unit Price	Total Bid Price Inclusive of VAT
2,874	365	<b>Food Subsistence, based on a 10 days Cycle Menu.</b> (Basis of ABC: 2,874 x P70.00 x 365 days)	<b>₱73,430,700.000</b>		
Total Bid Price Inclusive of VAT in words					

\_\_\_\_\_  
[Signature over printed name]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_





**Sixth Edition  
July 2020  
Bids and Awards Committee 2022**