



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 2026 (EPA) RE-BID

(Procurement/Contract No. ITB 2026-004d)

Sixth Edition
July 2020
Bids and Awards Committee 2025

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Section I. Invitation to Bid



Republic of the Philippines
Department of Justice
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Muntinlupa City



INVITATION TO BID FOR FOOD SUBSISTENCE FOR PDL CONFINED AT SABLAYAN PRISON AND PENAL FARM 2026 (EPA) RE-BID

1. The **Bureau of Corrections** through the **National Expenditure Program FY 2026** intends to apply the sum of **One Hundred Fifty-Two Million Twenty-Two Thousand Five Hundred Pesos Only (PHP 152,022,500.00)** being the ABC to payments under the contract for **Food Subsistence for PDL Confined at SABLAYAN PRISON AND PENAL FARM 2026 (EPA) RE-BID** with Identification Number **ITB 2026-004d**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Contract to be awarded shall be subject to GPPB Guidelines on the implementation of Early Procurement Activity (GPPB Circular 06-2019) which provides that this contract may only be awarded upon the approval and effectivity of the 2026 GAA or the reenacted budget and the ABC therefor remains without any reduction. In the event that the amount authorized for this procurement has been reduced, the project may still be awarded to the recommended winning bidder if the contract price is within the amount authorized in the GAA or the reenacted budget.
3. 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, 2026. Bidders should have completed, within the last **Two (2) years** prior to the deadline for the submission and receipt of bids, **a contract similar to the Project equivalent to at least fifty percent (50%) of the ABC**. For this purpose, "completed contract" shall pertain exclusively to the original contract. Contract extensions or renewal are not to be included. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
4. 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.
5. 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.

6. A complete set of Bidding Documents may be acquired by interested Bidders on **NOVEMBER 21, 2025 (08:00am to 05:00pm) TO DECEMBER 15, 2025 (08:00am to 09:59am)** from the given address and website(s) below. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity bucor.gov.ph, provided that Bidders shall pay the applicable fee given below for the Bidding Documents not later than the submission of their bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or by facsimile.

LOT Number	Amount of Bidding Documents
LOT 4 (Sablayan Prison and Penal Farm)	₱50,000.00

6. The **Bureau of Corrections** will hold a Pre-Bid Conference **DECEMBER 1 2025 (10:30am)** 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 **DECEMBER 15, 2025 (09:59am)**, 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 **DECEMBER 15, 2025 (10:00am)**, 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	NOVEMBER 21, 2025 (08:00am to 05:00pm) TO DECEMBER 15, 2025 (08:00am to	BAC Conference Room Bureau of Corrections Muntinlupa City
2. Pre-bid Conference	DECEMBER 1 2025 (10:30am)	BAC Conference Room Bureau of Corrections Muntinlupa City
3. Submission and Opening of Bid Documents	DECEMBER 15, 2025 (10:00am),	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:

MARIA ADORACION L. VINAS

Office of the BAC Secretariat

General Services Division Office, Bureau of Corrections, Muntinlupa City

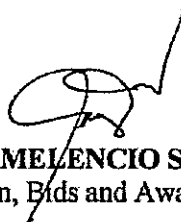
Tel # 02-8659-08-33/02-8478-0907

bacsec2022@gmail.com

13. You may visit the following websites:

For downloading of Bidding Documents: bucor.gov.ph

Date of Issue: _____



C/CSUPT MELENCIO S FAUSTINO
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Bureau of Corrections** wishes to receive Bids for the ***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm 2026 (EPA) Re-bid*** *{[insert, if applicable:]* under a Framework Agreement}, with identification number **ITB 2026- 004d**

[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 ***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm 2026 (EPA)Re-bid*** is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

The GOP through the source of funding as indicated below for ***General Appropriations Act (GAA) of 2026 in*** the amount of **One Hundred Fifty-Two Million Twenty-Two Thousand Five Hundred Pesos Only (PHP 152,022,500.00)**

The source of funding is:

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or

through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. *[Select one, delete other/s]*
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
 - 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.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 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 the last two (2) years [*state relevant period as provided in paragraph 3 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 tradable 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 until **120 Calendar Days from receipt of bids**. 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.

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

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:

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

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"> a. Contracts for institutional food catering in a correctional or similar facility, involving the cooking, preparation and delivery of cooked food on a large scale. b. Contracts completed within the last two (2) years prior to the deadline for the submission and receipt of bids equivalent to at least fifty percent (50%) of the ABC. <p>For this purpose, “completed contracts” shall pertain exclusively to the original contract. Contract extensions or renewals are not to be included.</p>
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"> 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 b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.
19.4	One Project having several items grouped into one (1) lot, which shall be awarded as one (1) 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:</p> <ul style="list-style-type: none"> 1. Latest income and business tax returns filed and paid through the BIR Electronic Billing and Payment System (eFPS) 2. Supporting Documents for the SLCC (Sales Invoice or Official Receipt or End-users Acceptance with at least Satisfactory in rating) 3. Certified true copy of 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) from issuing agency 4. Valid and Current Mayor’s or Business Permit

	<ol style="list-style-type: none"> 5. Valid and Current Tax Clearance 6. Audited Financial Statement 7. Valid and Current Tax Clearance 8. 2 sets Photo copy of Eligibility and Financial Envelope marked as “Copy 1” and “Copy 2”
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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to Lot 4- Sablayan Prison and Penal Farm, Occidental Mindoro .</p> <p>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 of OPPF’s.</p> <p>Incidental Services –</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>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable supplies (both perishable and non-perishable) and/or replacements during the duration of the contract</p>

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.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Partial payments to the winning supplier for its supplies will be made every 10th day, 20th 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.

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.

	<p>Intellectual Property Rights –</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> <p>The inspections that will be conducted are: 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.</p> <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>
2.2	No further instruction
4	<p>The inspections that will be conducted are: 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.</p> <p>In case of non-compliance with the requirements under the Food Subsistence Agreement (FSA), the winning bidder shall suffer penalty under Rule XXII- Civil Liability of the 2016 Implementing Rules and Regulations of Republic Act 9184. Should there be any violations in the FSA that are deemed detrimental to the delivery of food subsistence, the Bureau of Corrections reserves its right to subject the contract to review and termination under “Annex I” Guidelines on Termination of Contracts. Thereafter, the Bureau of Corrections shall proceed with the takeover contract in compliance with Section 53 (c) of the 2016 IRR of RA 9184.</p>

7	<p>Force Majeure</p> <p>The Caterer shall prepare and submit a business continuity and emergency preparedness plan (BCEPP) to ensure continuous food supply during emergencies (e.g.earthquake, fire, flood, pandemic, power interruption, civil disturbance, etc.) The plan should include:</p> <ol style="list-style-type: none">1. Alternative food preparation sites2. Backup suppliers of raw materials3. Emergency delivery routes and contact points4. Coordination procedures with BuCor and local disaster response units
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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 2026 (EPA) Re-bid

Description	Total Quantity
<p>BASED ON THE TEN (10) DAYS CYCLE MENU</p> <p>BREAKFAST: Daily distribution to PDL on the project site shall not be earlier than <u>5:30 am</u> but not later than <u>6:30 am.</u></p> <p>LUNCH: Daily distribution to PDL on the project site shall not be earlier than <u>9:30 am</u> but not later than <u>11:00 am.</u></p> <p>DINNER: Daily distribution to PDL on the project site shall not be earlier than <u>2:30 pm</u> but not later than <u>3:30 pm.</u></p>	<p>Based on the actual population of PDL</p> <p>Based on the actual population of PDL</p> <p>Based on the actual population of PDL</p>

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 over Printed Name of Authorized Representative

Date

Section VII. Technical Specifications



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



***Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm 2026 (EPA)
 Re-bid***

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

Specification

Item	Specification	Statement of Compliance (State “Comply” or “Not Comply”)
I.	10 days Cycle Menu Plan, Diet Considerations, Guide to Serving Portion for the Menu and Weekly Raw	
II.	Food and Related Technical Specifications	
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.

CONFORME:

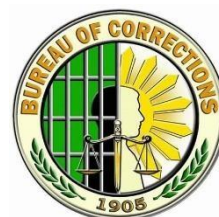
Name of Company in Print

Signature over Printed Name of Authorized Representative

Date



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



**I. A 10 Day Cycle Menu. GUIDE TO SERVING PORTIONS FOR THE MENU
GENERAL POPULATION**

<i>Day</i>	<i>Meal</i>	<i>Menu</i>	<i>Qty</i>	<i>Kcal</i>	<i>Total Kcal per day</i>
1	Breakfast	Champorado	200 g	191	2091.8
		Tuyo	25 g	131	
	Lunch	Steamed Rice	400 g	500	
		Chicken Adobo	80 g raw	348.8	
	Dinner	Steamed Rice	400 g	500	
		Bihon with Meat	200 g cooked	421	
2	Breakfast	Steamed Rice	400 g	500	2027.4
		Hotdog	50 g raw	212	
	Lunch	Steamed Rice	400 g	500	
		Sauteed Upo with Meat	200 g cooked	246.4	
	Dinner	Steamed Rice	400 g	500	
	Corned beef	75 g	69		
3	Breakfast	Steamed Rice	400 g	500	2153.2
		Longganisa	50 g raw	195.2	
	Lunch	Steamed Rice	400 g	500	
		Chicken Sotanghon	200 g cooked	360	
	Dinner	Steamed Rice	400 g	500	
	Fish Paksiw	70 g raw	98		
4	Breakfast	Steamed Rice	400 g	500	2222.2
		Fried Fish	70 g raw	172	
	Lunch	Steamed Rice	400 g	500	
		Beef Nilaga	80 g raw	303.8	
	Dinner	Steamed Rice	400 g	500	
Sauteed Sayote with Sardines		200 g cooked	246.4		
5	Breakfast	Steamed Rice	400 g	500	2042.4
		Squidroll in Sweet & Sour Sauce	50 g raw	151	
	Lunch	Steamed Rice	400 g	500	
		Monggo Guisado with Meat	200 g cooked	246.4	
	Dinner	Banana	1 pc	40	
		Steamed Rice	400 g	500	
	Beef Loaf	75 g	105		

6	Breakfast	Steamed Rice	400 g	500	2298.4
		Tocino roll	50 g raw	144	
	Lunch	Steamed Rice	400 g	500	
		Vegetable Lumpia Guisado	200 g cooked	246.4	
	Dinner	Steamed Rice	400 g	500	
		Chicken Lomi	200 g cooked	408	
7	Breakfast	Steamed Rice	400 g	500	2178.8
		Macaroni Soup	200 g cooked	306	
	Lunch	Steamed Rice	400 g	500	
		Chicken Inola	80 g raw	303.8	
	Dinner	Steamed Rice	400 g	500	
		Sardines in Tomato Sauce	77.5 g	69	
8	Breakfast	Steamed Rice	400 g	500	2069.4
		Dried Daing	25 g raw	131	
	Lunch	Steamed Rice	400 g	500	
		Mixed Veggies with Meat	200 g cooked	246.4	
	Dinner	Steamed Rice	400 g	500	
		Fish Escabeche	70 g raw	192	
9	Breakfast	Chicken Arrozcaldo	200 g	254	2269.2
		Boiled Egg	1 pc	172	
	Lunch	Steamed Rice	400 g	500	
		Pork & Tofu in Black Bean Sauce	80 g raw	315.2	
Dinner	Steamed Rice	400 g	500		
		Pansit Guisado with meat	200 g cooked	528	
10	Breakfast	Steamed Rice	400 g	500	2028.4
		Meatloaf	75 g raw	144	
		Banana	1 pc	40	
	Lunch	Steamed Rice	400 g	500	
		Pinakbet	200 g cooked	246.4	
	Dinner	Steamed Rice	400 g	500	
		Fish Adobo	70 g raw	98	

Note:

For SDAs, Muslims, and other non-pork consumers, substitute pork ingredients menu with chicken.

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

I. B. DIET CONSIDERATIONS

a. Hospital Menu

1. Inmates with requisite dietary regimen, as prescribed by the Medical Officer/Specialist, shall be given rations as served with the general population.
 - Dried fish must be substituted with meat, meat products or egg.
 - Meats must have lesser visible fats.
2. Admitted inmate-patients with higher caloric requirement such as TB and those mentally-challenged, be given 25% serving of rice.
3. Routine Hospital Diets should also be provided (Soft Diet, Liquid Diet, Osterized Feeding, High-Fiber, and Hypoallergenic).
4. For renal diet – processed foods such as longganisa, meatloaf, and hotdog must be substituted with fish or egg.
5. All modified diet from NBPH must be individually wrapped and contains the proper tagging which indicate the following:

Patient's Name:

Type of Diet:

Ward:

Menu:

b. Muslim / SDA Population

1. Same menu should be used for Muslim/SDA or Non-pork menu provided that pork ingredients must only be replaced with chicken meat.
2. All other food to be given must be in accordance to their religious values and practices. A separate storage and kitchen facility must also be provided.

I. C. GUIDE TO SERVING PORTIONS FOR THE COOKED MENU

Menu	Specifications
Steamed Rice Porridge/Oatmeal/Congee	<ul style="list-style-type: none"> ✓ 2 cups (320-400 grams), white, “hindi malata” ✓ 200 grams thick consistency ✓ ½ cup cooked rice + 2 cups water
Bread	<ul style="list-style-type: none"> ✓ 75 grams of soft compact big bun
For meat menus	<ul style="list-style-type: none"> ✓ Pork - 70 grams cooked, <i>must contain more meat than fat.</i> ✓ Chicken - 70 grams ✓ (no “palong”, “siko”, “paa” or backbone)
For fish menus - should be common in the market	<ul style="list-style-type: none"> ✓ Fresh - 70 grams ✓ Dried Fish “tuyo” – 25 grams is allowed to be paired with Champorado ✓ Dried “butterflied” fish, like bisugo or tilapia, can be use or the “tuyo” type such as dried tunsoy, tamban or Salinas ✓ Fish must be the meaty type like galunggong,

	mackerel, and tilapia.
For menus with meat, chicken, pork as adjunct to the vegetable or noodle dishes	✓ 15 grams of meat
Meat Products – should be served cooked & without plastic packaging	<ul style="list-style-type: none"> ✓ Longganisa - 50 grams (1 pc) ✓ Meatloaf/Beef Loaf - 75 grams ✓ Hotdog- 50 grams ✓ Chicken or pork
For menus that are broth-based/noodles	✓ Ratio should be 2 cups Noodles to 1 cup or more for broth
Sauces for Adobo, Sweet & Sour	✓ Medium to thick consistency (at least ½ cup)
For Ginisa or Sauteed dish	✓ Broth or sauce must be limited to ¼ cup
For vegetable main dish	✓ Must contain 150 grams of vegetable
For vegetable as add-on to the dish	<ul style="list-style-type: none"> ✓ Cubed Camote/Potato/Squash- 25 grams ✓ Sayote/Papaya-25 grams ✓ Carrots/Cabbage Strips-5 grams ✓ Sili Leaves/Malunggay/Pechay- 15 grams ✓ Sitaw/Okra/Baguio Beans- 10-15 grams ✓ Bottle Gourd -5-10 grams ✓ Saba- 20 grams ✓ Tomato- 1 pc (40-50 grams) if in season or 25 grams (if not in season)
Banana (Saba/Lakatan/Latundan)	✓ 50-60 grams
Egg – refers to chicken Egg	✓ 50 grams or more (As purchase weight)

I. D. Weekly Raw Ration (For NBP – Minimum Security Camp)

Items	Weekly Rations	Specifications
Rice	4 kilos	Medium, white grains
Chicken or Pork	350 grams	Must be frozen, must contain more meat than fat
Fresh fish	200 grams	Fish should be common in the market. Frozen mackerel or galunggong or tilapia is recommended.
Dried fish	100 grams	Dried butterfly-cut fish, like Bisugo or Tilapia, should be use or the “tuyo” type such as dried tunsoy, tamban or salinas
Sardines	2 cans	155 grams / can
Meat Loaf or Beef loaf	2 cans	150 grams / can
Corned beef	2 cans	150 grams /can
Egg	7 pcs	Chicken egg, medium size, 50 grams or more
Instant noodles	5 packs	Chicken or Beef Flavor, 55 grams per pack
Salt	100 grams	Iodized rock salt
Coffee	7 sticks	2 grams / stick

Powdered Milk	2 sachet	33 grams / sachet
Soy Sauce	120 ml	
Vinegar	120 ml	
Cooking Oil	120 ml	
Sayote or Kalabasa or Kamote	500 gms	Fresh
Onion	100 grams	
Garlic	100 grams	
Monggo	250 grams	

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

II. FOOD AND RELATED TECHNICAL SPECIFICATIONS

1. *Nutritional Value, Composition, Meal Plan*

- ❖ 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.
- ❖ The Winning Bidder shall comply to the Agency prepared Menu for PDL with special dietary requirements (e.g. diabetic, PTB patients and others)
- ❖ The winning bidder shall ensure that the portion sizes of food being served is balanced and nutritionally adequate in terms of Kilocalories, carbohydrates, fats and proteins

2. *Packaging*

- ❖ 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.

3. *Inventory*

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

4. *Delivery*

- ❖ The 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.

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

- **BREAKFAST:** Daily distribution to PDL on the project site shall not be earlier than **5:30 am** but not later than **6:30 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 **2:30 pm** but not later than **3:30 pm**.

5. *Delivery of Cooked Food*

- ❖ The 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 of Operating Prisons and Penal Farm or duly authorized representative. Three-day period however may be shortened, in case of fortuitous events. The maximum allowable number of food substitution is four times a month.

6. ***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 Superintendent or his/her duly authorized representative.

7. ***Farmer's Cooperative***

- ❖ The winning Bidder shall buy, procure, and acquire farm products from the local Farmers' Cooperative or the farm produce of the OPPFs. The list of the farmers' cooperative must come from the local government within the territorial location of the OPPF.

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

III. TECHNICAL, LOGISTICS AND ORGANIZATIONAL COMPETENCE

1. *Food Inspection and Acceptance*

- ❖ To inspect and take samples **regularly**, if the food being delivered is in accordance with the 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. **The acceptance form shall be signed within the day (preferably during afternoon) after all the meals have been fully delivered.**

2. *Registered Nutritionist Dietitian*

- ❖ All participating bidders must have employed during the implementation of the contract a Registered Nutritionist-Dietitian with experience in the field of institutional catering service to ensure nutritious and safe food. The Winning Bidder shall ensure that there shall be stationed RND at least one (1) per lot.

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 during the implementation of the contract at least one (1) Food Safety Compliance Officer to ensure compliance with RA 10600, otherwise known as the Food Safety Act of 2013.

- ❖ 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. Cold Storage System

- ❖ In order to maintain continuous and uninterrupted supply of perishable goods for the PDLs food subsistence, all participating bidders must have owned or have been leasing on or before the scheduled submission of bid, a cold storage facility sufficient to keep and store three (3) days’ worth of perishable items based on the 10-day cycle menu. The cold storage facility, whether owned or under lease, 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.

In case of a third party provider, the notarized contract of lease shall be submitted.

5. Force Majeure

The Caterer shall prepare and submit a business continuity and emergency preparedness plan (BCEPP) to ensure continuous food supply during emergencies (e.g.earthquake, fire, flood, pandemic, power interruption, civil disturbance, etc.) The plan should include:

- 1. Alternative food preparation sites**
- 2. Backup suppliers of raw materials**
- 3. Emergency delivery routes and contact points**
- 4. Coordination procedures with BuCor and local disaster response units**

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

IV. OTHER TECHNICAL SPECIFICATIONS

1. *Rental*

- ❖ The winning bidder is 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*

- ❖ 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.
- ❖ 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*

- ❖ 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.
- ❖ BuCor shall provide a water meter to determine actual water consumption.
- ❖ The Winning Bidder shall secure Analysis of water on a monthly basis or as may be reasonably required and to be inspected by the BuCor Sanitary Inspector and tested at the City/Municipality Health Office at the expense of the winning bidder.

4. *Fuel*

- ❖ 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.

5. *Sanitary*

- ❖ The Winning Bidder shall secure sanitary permits from the City/Municipality Health office.
- ❖ The Winning Bidder shall secure Health certificate of food handlers from the City/Municipality health office.
- ❖ The winning bidder shall provide cleaning supplies necessary for the cleanliness and sanitation of the working area, kitchen equipment & utensils.
- ❖ The winning bidder shall provide their personnel with individual pantry kit such as hair net, gloves, aprons, masks and rubber boots.
- ❖ 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.
- ❖ The winning Bidder shall provide proper system for disposal of garbage.

6. *Security Precautions*

- ❖ The winning Bidder shall strictly follow all existing prison rules, regulations, and security guidelines as issued by the Command Group, Directorial Staff Group and OPPF Superintendents.
- ❖ Personnel of the bidder who found liable in violating prison rules & regulations must be the liability of the bidder.

7. *Use of Kitchen Facility*

- ❖ Winning bidder is allowed to use the Kitchen inside the respective camps provided that the winning bidder shall renovate the existing kitchen in compliance to existing hygienic and security protocols of respective OPPFs.

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 (**to be borne by the winning bidder**) and corresponding order issued by the respective **Camp Commander**. 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); **and**

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**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) 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**
- (h) Conformity with the Schedule of Requirements; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
 - a. Cold Storage Lease Contract**
 - b. Business Continuity and Emergency Preparedness Plan**
- (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The 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

- (l) 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

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) 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 2026
(EPA) 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 2026 (EPA) Re-bid

Statement of Single Largest Completed Contract Similar in nature completed within the last two (2) years prior to the deadline for the 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 2026 (EPA) 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 2026
(EPA) 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 2026 (EPA) 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 2026 (EPA) 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 2026 (EPA) 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 ___, 2025 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]

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COMPANY LETTERHEAD

Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm 2026 (EPA) 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 _____, 2025

Name & Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Food Subsistence for PDL Confined at Sablayan Prison and Penal Farm 2026 (EPA) Re-bid

Bid Form

Date: _____
Invitation to Bid N^o: *[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 Bureau of Corrections 2026*** 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 2026 (EPA) 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 2026 (EPA)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 _____ 2025.

[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 2026 (EPA)Re-bid

Estimated Population	Number of Days	Agency Specification	ABC	Unit Price	Total Bid Price Inclusive of VAT
4,165	365	Food Subsistence, based on a 10 days Cycle Menu.	₱152,022,500.00		
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 2025