Republic of the Philippines
PROVINCE OF DAVAO DEL SUR
Office of the Governor
PROCUREMENT MANAGEMENT OFFICE
BIDS AND AWARDS COMMITTEE
Mobile Nos. 0905-229-0526/0908-332-2024 (Goods), 0948-768-5848 (Infra)
Telefax: (082) 553-9579
Website: www.davaodelsur.gov.ph/pgo-bac
Email Add.: bac.davaodelsur2@gmail.com/sbacdavaodelsur@gmail.com

BIDDING DOCUMENTS

Supply/Delivery of Catering Services

PUBLIC BIDDING IB NO. G-107-23

June 13, 2023

Section I.
Invitation to Bid

Republic of the Philippines
PROVINCE OF DAVAO DEL SUR
Office of the Governor
PROCUREMENT MANAGEMENT OFFICE
BIDS AND AWARDS COMMITTEE
Mobile Nos. 0905-229-0526/0908-332-2024 (Goods), 0948-768-5848 (Infra)
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INVITATION TO BID FOR G-107-23

Supply/Delivery of Catering Services

1. The **Provincial Government of Davao del Sur**, through the **General Fund** intends to apply the sum of **₱ 951,000.00** being the ABC to payments under the contract for **IB No. G-107-23 (PSWDO)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **Provincial Government of Davao del Sur** now invites bids for the above Procurement Project. Delivery of the Goods is required by **per schedule of activity**. Bidders should have completed, **for the last 3 years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

   The Supplier shall notify the PGSO a day before the actual delivery.

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 **Provincial Government of Davao del Sur** and inspect the Bidding Documents at the address given below during **8:00 A.M. – 4:00 P.M., Monday to Friday**:

   MS. NORJANNA M. CAMAGUIN, MPA
   Chief Administrative Officer
   Procurement Management Office
   Room 4, Executive Building, Barangay Matti, Digos City

5. A complete set of Bidding Documents may be acquired by interested Bidders on **June 14, 2023 – June 21, 2023** at the Office of the BAC Secretariat Room 4, Executive Building, Capitol Matti, Digos City **upon accomplishing a bidder's assessment slip** pursuant to the latest Guidelines issued by the GPPB, in the amount of **₱ 1,000.00.** The Provincial Government of Davao del Sur shall allow the bidder to present its proof of payment for the fees **upon payment of a non-refundable fee for the Bidding Documents in the amount stated above to the Provincial Treasurer's Office. An authorization from the proprietor of the company shall be presented in case the latter opted to send representative/s in his/her behalf. Only bidders who purchased the Bidding Documents with corresponding official receipt of the bidding documents will be allowed to submit bids. Eligibility/Technical and Financial documents must be book bound and properly tab at right side. The bidder will prepare (3) sets of book bound bidding documents with corresponding proper markings (Original Copy, Copy 1 and Copy 2), respectively. Any document submitted, not book bound shall be rejected outright. For the Financial Proposals not exceeding ten (10) pages may be book bound or securely stapled.**

6. Bids must be duly received at the following through manual submission. Late bids shall not be accepted:

   - Advance dropping (**before June 21, 2023**) - Room 4, Procurement Management Office (Goods), Capitol Building, Matti, Digos City.
   - Date of Opening (**June 21, 2023**) - Ralota Hall Davao del Sur Coliseum, Province of Davao del Sur.

7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

8. Bid opening shall be on **June 21, 2023 at 1:00 P.M. Ralota Hall, Gov. Douglas Ra. Cagas Cultural Sports and Business Complex, Barangay Matti, Digos City, Davao Del Sur.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

9. The **Provincial Government of Davao del Sur** 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.

10. For further information, please refer to:

The BAC Chairperson
Provincial Government of Davao del Sur
Email: bac.davaodelsur2@gmail.com

MS. NORJANNA M. CAMAGUIN, MPA
Chief Administrative Officer
Head, BAC Secretariat
Procurement Management Office
Rm. 4 Executive Building, Barangay Matti, Digos City
Email Address: bac.davaodelsur2@gmail.com
Mobile Nos. 0905-229-0526 (Globe) / 0908-332-2024 (Smart)
Telefax: (082) 553-9579

11. You may visit the following websites:

For downloading of Bidding Documents :
- **www.davaodelsur.gov.ph**
- **shorturl.at/kyCK0**

June 13, 2023

DESSAMIE BUAT-SANCHEZ, CPA, J.D.
Provincial Budget Officer
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The **Provincial Government of Davao del Sur** wishes to receive Bids for the **Supply/Delivery of Catering Services** with identification number **G-107-23**.

The Procurement Project (referred to herein as "**Supply/Delivery of Catering Services**") is composed of **By Item**, 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 **2023** in the amount of **P 951,000.00.**

2.2. The source of funding is **General Fund**:

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. *[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. **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address {*[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** Clause5.3 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: **Philippine Pesos.**

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[1] 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 **October 19, 2023**. 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. Bids must be delivered to the Procurement Management Office Room 4, Executive Building, Capitol Matti, Digos City on or before **June 21, 2023 at 1:00 P.M.** Late bids shall not be accepted. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

17. Opening and Preliminary Examination of Bids

17.1. Bid Opening shall be on **June 21, 2023 at 1:00 P.M., Ralota Hall, Gov. Douglas Ra. Cagas Cultural Sports and Business Complex, Barangay Matti, Digos City, Davao Del Sur**. Bids will be opened in the presence of bidders' representatives who choose to attend the activity.

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.

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[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.

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.

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:

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

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

20. Post-Qualification

20.1. *[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.}

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid for the **last 3 years**, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC. However, in the case of Expendable Supplies, said SLCC must be at least twenty five percent (25%) of the ABC. Other conditions set forth under Section 23.4.1.3 of the 2016 Revised IRR of R.A. 9184 shall also be observed.
7.1	***Subcontracting is not allowed.***
12	The price of the Goods shall be quoted DDP *[state place of destination]* or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **P 19,020.00**, 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 **P 47,550.00** if bid security is in Surety Bond.
19.3	*Please see Purchase Request No.:* ***0872-CB-23 dated June 13, 2023***
20.2	*Post-Qualification Requirements:* **Latest Income Tax Returns, Business Tax Returns for the last 6 months**
21.2	**1.Envelope 1 (Eligibility/Technical Documents)** One (1) ORIGINAL COPY, another copy for COPY 1, and another copy for COPY 2. **2. Envelope 2 (Financial Proposal)** One (1) ORIGINAL COPY, another copy for COPY 1, and another copy for COPY 2 Such documents shall be duly signed by the bidders or its duly authorized representative/s. Eligibility/Technical and Financial Proposal must be book bound and properly tab at the right side. Any documents submitted not book bound shall be rejected outright. For the Financial Proposal not exceeding ten (10) pages maybe book bound or securely stapled. All copies must be properly marked (ORIGINAL COPY, COPY 1 AND COPY 2) **Envelope 1 and Envelope 2 must be properly sealed. Envelope 1 and** **Envelope 2 will be placed in one sealed mother envelope.**

A-958

PURCHASE REQUEST

PROVINCIAL GOVERNMENT OF DAVAO DEL SUR
Matti, Digos City

PR Id.: FOOD5- 56TH ARAWNGDELSUR
Date Submitted/Published: **06/09/2023**

Department: PSWDO
Section:

P.R No.: 0872 -CB-23

Date: JUN 13 2023

Item No.	Unit	Item and Description	Qty	Unit Cost	Total Cost
		JUNE 26, 2023 **OPENING CEREMONIES**			
1.	HEADS	**1 MEAL ONLY (PACKED MEALS)** MENU: buttered chicken, beef steak, rice, softdrinks (190ml.), mineral water (500ml)	3550	220.00	781,000.00
2.	HEADS	1 MEAL ONLY (BUFFET STYLE) Menu: -tuna fillet in sweet & sour sauce, calamares, buttered shrimp, beef lasagna, beef steak, chowder soup, lumpia shanghai (chicken), unli rice, assorted drinks(to be serve in glass), mineral water (to be serve in glass), dessert table, assorted dessert, pica-pica Food must be served in food warmers with food labels	200	700.00	140,000.00
3.	PIECES	LECHON PORK, (18 KILOS GOOD AS COKED) with bopis -x-x-x-x-x-x-x-x-x-x-x-nothingfollows-x-x-x-x-x-x-x-x-x-x-x-x-x-x- -use of wax carton instead of styrofoam (packed meals) -use of stainless steel, wooden/bamboo, spoon & pork. -use of glass, disposable paper cup instead of disposable plastic cup. -use of stainless teaspoon, wooden popsicles sticks instead of plastic stirrer. -use of glass/personal tumbler instead of single use plastic bottled water. -use of paper straw instead of plastic straw. -reduce usage of disposable containers for food, drink & condiments.	3	10,000.00	30,000.00
		Charges: **SPECIAL EVENTS FUND- ARAW NG DAVAO DEL SUR Account Code: 5-02-03-990 REPRESENTATION EXPENSE**			
		Total :			**P 951,000.00**

BIDS&AWARDS COMMITEE(BAC) TECHNICAL WORKING GROUP
TECHNICAL SPECS AND ABC REVIEWED
DATE: 2023-06-10

PROCUREMENT MANAGEMENT OFFICE
COVERED
CONTROLLED
DATE: 6/13/23
DAT/2 CB

CERTIFICATION

This is to certify that the ABC set is the prevailing market price based on the precanvass/market survey conducted by this office as of 6-08-23

GERALDINE S. LANO, RSW, MPA
Provincial Social Welfare & Development Officer

G-107-23
ES: 6-21-23

PROVINCIAL TREASURER'S OFFICE
RECEIVED
1:54
JUN 13 2023
MATTI, DIGOS DAVAO DEL SUR

Purpose: FOR THE USE OF 56TH ARAW NG DAVAO DEL SUR

Requested by:	Cash Availability:	Approved by:
Signature:		
Printed Name: **GERALDINE S. LANO, RSW, MPA**	**FARAH GEMMA V. BIDAN, CPA**	**YVONNE ROÑA CAGAS**
Designation: **Provincial Social Welfare & Development Officer**	**Provincial Treasurer**	**Governor**
Date: JUN 13 2023	ROWELL N. BACONGCO, MPA Local Treasury Operations Officer IV Acting Assistant Provincial Treasurer	By Authority of the Governor As per MO No. 4, Series of 2023 **CHRISTOPHER T. TAN** **PGDH-PDRRMO**

1419 JUN 13 2023

Provincial Budget Office

CONTROL NO: 1667

DATE: 6-13-25

ALLOTMENT BALANCE: -0-

LESS THIS REQUEST: ₱ 951,000.00

REMAINING BALANCE: -0-

GENERAL FUND

for
DESSAMIE BUAT-SANCHEZ, CPA
PROVINCIAL BUDGET OFFICER

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

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is *Place of Activity.* **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: *Select appropriate requirements and delete the rest.* a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and *Select appropriate requirements and delete the rest.* e. performance or supervision of on-site assembly and/or start-up of the supplied Goods; f. furnishing of tools required for assembly and/or maintenance of the supplied Goods; g. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; h. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	i. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. j. *[Specify additional incidental service requirements, as needed.]* The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and

b. in the event of termination of production of the spare parts:

   i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

   ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

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
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment shall be ***Credit Basis.***
4	The inspections and tests that will be conducted are: *[Indicate the applicable inspections and tests]*

Section VI. Schedule of Requirements

Republic of the Philippines
PROVINCE OF DAVAO DEL SUR
Matti, Digos City

PGO - BIDS AND AWARDS COMMITTEE

Schedule of Requirements

The delivery schedule as per IB NO.: G-107-23

Item No.	Item and Description	Qty	Unit	Delivered	
				Weeks	Months
	PR# 0872-CB-23 (PSWDO)				
	JUNE 26, 2023				
	OPENING CEREMONIES				
1.	1 MEAL ONLY (PACKED MEALS)	3550	HEADS		
	MENU: buttered chicken, beef steak, rice, softdrinks (190ml.), mineral water (500ml)				
2.	1 MEAL ONLY (BUFFET STYLE)	200	HEADS		
	Menu: -tuna fillet in sweet & sour sauce, calamares, buttered shrimp, beef lasagna, beef steak, chowder soup, lumpia shanghai (chicken), unli rice, assorted drinks(to be serve in glass), mineral water (to be serve in glass), dessert table, assorted dessert, pica-pica Food must be served in food warmers with food labels				
3.	LECHON PORK, (18 KILOS GOOD AS COKED) with bopis	3	PIECES		
	-x-x-x-x-x-x-x-x-x-x-x-nothingfollows-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-				
	-use of wax carton instead of styrofoam (packed meals) -use of stainless steel, wooden/bamboo, spoon & pork. -use of glass, disposable paper cup instead of disposable plastic cup. -use of stainless teaspoon, wooden popsicles sticks instead of plastic stirrer. -use of glass/personal tumbler instead of single use plastic bottled water. -use of paper straw instead of plastic straw. -reduce usage of disposable containers for food, drink & condiments.				
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Section VII. Technical Specifications

Republic of the Philippines
PROVINCE OF DAVAO DEL SUR
Matti, Digos City

PGO - BIDS AND AWARDS COMMITTEE

Technical Specifications

AEB NO.: Date of Opening: June 21, 2023 Quotation: By Item

Item No.	Item and Description	Brand Name (Mandatory) Maximum of two (2) Brands	Qty	Unit	Statement of Compliance
	PR# 0872-CB-23 (PSWDO)				
	JUNE 26, 2023				
	OPENING CEREMONIES				
1.	1 MEAL ONLY (PACKED MEALS)		3550	HEADS	
	MENU: buttered chicken, beef steak, rice, softdrinks (190ml.), mineral water (500ml)				
2.	1 MEAL ONLY (BUFFET STYLE)		200	HEADS	
	Menu: -tuna fillet in sweet & sour sauce, calamares, buttered shrimp, beef lasagna, beef steak, chowder soup, lumpia shanghai (chicken), unli rice, assorted drinks(to be serve in glass), mineral water (to be serve in glass), dessert table, assorted dessert, pica-pica Food must be served in food warmers with food labels				
3.	LECHON PORK, (18 KILOS GOOD AS COKED) with bopis		3		
	-x-x-x-x-x-x-x-x-x-x-x-nothingfollows-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-				
	-use of wax carton instead of styrofoam (packed meals) -use of stainless steel, wooden/bamboo, spoon & pork. -use of glass, disposable paper cup instead of disposable plastic cup. -use of stainless teaspoon, wooden popsicles sticks instead of plastic stirrer. -use of glass/personal tumbler instead of single use plastic bottled water. -use of paper straw instead of plastic straw. -reduce usage of disposable containers for food, drink & condiments.				
	**********				

Section VIII. Checklist of Technical and Financial Documents

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page_____ of _____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit Price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	PR# 0872-CB-23 (PSWDO)								
	JUNE 26, 2023								
	OPENING CEREMONIES								
1.	**1 MEAL ONLY (PACKED MEALS)**		**3550**						
	MENU: buttered chicken, beef steak, rice, softdrinks (190ml.), mineral water (500ml)								
2.	1 MEAL ONLY (BUFFET STYLE)		**200**						
	Menu: -tuna fillet in sweet & sour sauce, calamares, buttered shrimp, beef lasagna, beef steak, chowder soup, lumpia shanghai (chicken), unli rice, assorted drinks(to be serve in glass), mineral water (to be serve in glass), dessert table, assorted dessert, pica-pica Food must be served in food warmers with food labels								
3.	LECHON PORK, (18 KILOS GOOD AS COKED) with bopis		**3**						
	-x-x-x-x-x-x-x-x-x-x-x-nothingfollows-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-								
	-use of wax carton instead of styrofoam (packed meals) -use of stainless steel, wooden/bamboo, spoon & pork. -use of glass, disposable paper cup instead of disposable plastic cup. -use of stainless teaspoon, wooden popsicles sticks instead of plastic stirrer. -use of glass/personal tumbler instead of single use plastic bottled water. -use of paper straw instead of plastic straw. -reduce usage of disposable containers for food, drink & condiments.								

Price Schedule for Goods Offered from Within the Philippines

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

1

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit Price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Pricedelivered FinalDestination (col 9) x(col 4)
	Charges: SPECIAL EVENTS FUND- ARAW NG DAVAO DEL SUR Account Code: 5-02-03-990 REPRESENTATION EXPENSE Purpose: FOR THE USE OF 56TH ARAW NG DAVAO DEL SUR								

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad

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

1

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page_____ of _____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
	PR# 0872-CB-23 (PSWDO)							
	JUNE 26, 2023							
	OPENING CEREMONIES							
1.	**1 MEAL ONLY (PACKED MEALS)**		**3550**					
	MENU: buttered chicken, beef steak, rice, softdrinks (190ml.), mineral water (500ml)							
2.	1 MEAL ONLY (BUFFET STYLE)		**200**					
	Menu: -tuna fillet in sweet & sour sauce, calamares, buttered shrimp, beef lasagna, beef steak, chowder soup, lumpia shanghai (chicken), unli rice, assorted drinks(to be serve in glass), mineral water (to be serve in glass), dessert table, assorted dessert, pica-pica Food must be served in food warmers with food labels							
3.	LECHON PORK, (18 KILOS GOOD AS COKED) with bopis		**3**					
	-x-x-x-x-x-x-x-x-x-x-x-nothingfollows-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-							
	-use of wax carton instead of styrofoam (packed meals) -use of stainless steel, wooden/bamboo, spoon & pork. -use of glass, disposable paper cup instead of disposable plastic cup. -use of stainless teaspoon, wooden popsicles sticks instead of plastic stirrer. -use of glass/personal tumbler instead of single use plastic bottled water. -use of paper straw instead of plastic straw.							

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIPnamed place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Pricedelivered DDP (col 4 x 8)
	-reduce usage of disposable containers for food, drink & condiments.							
	Charges: SPECIAL EVENTS FUND- ARAW NG DAVAO DEL SUR Account Code: 5-02-03-990 REPRESENTATION EXPENSE Purpose: FOR THE USE OF 56TH ARAW NG DAVAO DEL SUR							

Name: _____

Legal Capacity: _____

Signature: _____

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