



ISO 9001:2015 CERTIFIED

# **CENTRAL LUZON STATE UNIVERSITY**

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## **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# **Procurement of GOODS**

Government of the Republic of the Philippines

**Supply and Delivery of Grocery Items to be used for  
the Operation of CLSU University Canteen, University  
Canteen-Module 2 and Food and Lodging Services**

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports,

communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.



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

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

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

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- g. The deadline for the submission and receipt of bids; and
- h. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



# Central Luzon State University

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## INVITATION TO BID (SINGLE YEAR FRAMEWORK AGREEMENT)

**Supply and Delivery of Grocery Items to be used for the Operation of CLSU University Canteen, University Canteen-Module 2 and Food and Lodging Services**

**Project Identification Number: 0146PB-clsu-2025**

**Funding Source: Fund 161 (648-432), Fund 161(648-456) and Fund 163 (632)**

The **Central Luzon State University (CLSU)** using a Single-Year Framework Agreement (Outright Determination of Lowest Calculated and Responsive Bid under Appendix 32 of the 2016 Revise IRR of RA 9184), through the University Income 2025 – **Fund 161 (648-432), Fund 161(648-456) and Fund 163 (632)** intended to apply the Approved Budget for the Contract (ABC) corresponding to the total cost of each item to bid out as follows:

Item No.	Quantity	Item Description	Approved Budget for the Contract (Php)	Price of Bid Documents
Lot 1	1 Lot	Grocery Items for University Canteen	2,225,000.00	5,000.00
Lot 2	1 Lot	Grocery Items for UC-Module 2 Project	3,000,000.00	5,000.00
Lot 3	1 Lot	Grocery Items for Food and Lodging Services	3,000,000.00	5,000.00
			<b>8,225,000.00</b>	

***Bids received in excess of the ABC shall be automatically rejected at bid opening.***

Bidders should have completed, **within five (5) years** from the date of submission and receipt of bids, a contract similar to the Project.

**The Schedule of BAC activities are as follows:**

BAC Activities	Schedule
1. Advertisement/Posting of Invitation to Bid	<b>February 10, 2025</b>
2. Issuance and Availability of Bidding Documents	<b>February 10, 2025 to March 5, 2025</b>

3. Pre-Bid Conference	<b>February 20, 2025, 9:00 AM, CLSU Administration Conference Room</b>
4. Submission of Bids	<b>March 5, 2025, 8:30 AM, BAC Secretariat Office, CLSU/ <a href="mailto:bac_sec@clsu.edu.ph">bac_sec@clsu.edu.ph</a></b>
5. Opening of Bids	<b>March 5, 2025, 9:00 AM– CLSU, Administration Conference Room</b>

2. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
3. Prospective Bidders may obtain further information from **Central Luzon State University** and inspect the Bidding Documents at the address given below during **Monday to Friday 8:00 am until 5:00 pm**.
4. A complete set of Bidding Documents may be acquired by interested Bidders starting **February 11, 2025 to March 5, 2025** from the given address and website(s) below. The mode of payment for the bid documents must be through bank-to-bank scheme to be deposited to the trust account of the **Central Luzon State University (Land Bank of the Philippines - CLSU Trust Liability Account; Account Number: 2961-002-446)** Proof of payment (bank deposit slip) must be submitted by the bidders through this e-mail address [bac\\_sec@clsu.edu.ph](mailto:bac_sec@clsu.edu.ph).
5. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **through this e-mail [bac\\_sec@clsu.edu.ph](mailto:bac_sec@clsu.edu.ph) or personal hand carry of the proof of payment at the BAC Secretariat Office, CLSU, Science City of Muñoz, Nueva Ecija.**

*Only those bidders who pay the Bid Documents Fee through the Bid Payment Modality shall be allowed to participate in the opening of bids. Bids that are submitted thru manual submission shall not be open if they failed to pay the corresponding fee for the bid documents. These bidders are automatically disqualified to participate in the opening of bids.*
6. The **Central Luzon State University** will hold a **Pre-Bid Conference<sup>1</sup> on February 20, 2025, 9:00 am at the CLSU Administration Conference Room** which shall be open to prospective bidders.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission through a courier service before the opening of bids. They may also submit it personally on the designated place/location within the CLSU premises. (i) manual submission at the CLSU BAC Secretariat Office or the CLSU Main Gate, or (ii) both on or before **March 5, 2025, 8:30am. 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 **March 5, 2025, 9:00am, face-to-face at CLSU Administration Conference Room, Science City of Muñoz, Nueva Ecija.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Central Luzon State University** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:  
  
**Mr. RONNIE L. GUTIERREZ**  
BAC Secretariat Head  
Central Luzon State University  
Science City of Muñoz, N.E.  
Telefax No. (044) 456-5652  
Email: [bac\\_sec@clsu.edu.ph](mailto:bac_sec@clsu.edu.ph)
12. You may visit the following websites:  
For downloading of Bidding Documents: *PhilGEPs websites*  
[If applicable] For online bid submission: [bac\\_sec@clsu.edu.ph](mailto:bac_sec@clsu.edu.ph)

*February 11, 2025*

**KARENINA B. ROMUALDO (Sgd)**  
BAC Chairman

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

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **Central Luzon State University** wishes to receive Bids for the **Supply and Delivery of Grocery Items to be used for the Operation of CLSU University Canteen, University Canteen-Module 2 and Food and Lodging Services** with solicitation number **0146PB-clsu-2025**.

The Procurement Project (referred to herein as “Project”) is composed of **three (3) Lots** the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

The GOP through the source of funding as indicated below **Fund 161 (648-432), Fund 161(648-456) and Fund 163 (632)** in the amount of:

Project Title	Approved Budget for the Contract (Php)
<b>Lot 1 – Grocery Items for University Canteen</b>	<b>2,225,000.00</b>
<b>Lot 2 – Grocery Items for UC-Module 2 Project</b>	<b>3,000,000.00</b>
<b>Lot 3 – Grocery Items for Food and Lodging Service</b>	<b>3,000,000.00</b>
	<b>8,225,000.00</b>

The source of funding is:

**NGA, the General Appropriations Act or Special Appropriations.**

## 3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership 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 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.**
- 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: **Subcontracting is not allowed.**

- 7.2. 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.

## 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, through **face-to-face** 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 period of five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. **Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019.** The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 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 the BDS.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

12.2 For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. *For 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 in 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<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid **from the contract duration submitted from the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. **In 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 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 as indicated in paragraph 7 of the **IB**.

## 17. Opening and Preliminary Examination of Bids

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

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

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

**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

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

## 21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 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 by the procuring entity 19 as a consideration for the option granted to 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***

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
3.1	All prospective bidders must submit PhilGEPS Platinum Certificate, and all pages of Class A legal eligibility/technical/financial documents that was issued by the PhilGEPS. Based on GPPB Resolution No. 15-2021-Lifting the suspension on the Implementation of the Mandatory Submission of PHILGEPS Certificate of Platinum Registration and Membership in Competitive Bidding and Limited Source Bidding; Amending Sections 8.5.2, 23.1(a)(ii), 23.3, 24.1(a)(ii) and 54.6 of the Revised IRR of RA 9184, ITEMS IV (G)(1) and V (D)(1)(b) as well as appendix “A” of ANNEX “H” THEREOF, Items 4 and 6 of the Guidelines for the use of the Government of the Philippines-Official Merchants Registry, and Item 1 of Sections VIII and IX of the 6 <sup>th</sup> Edition of the Philippine Bidding Documents for Goods and Infrastructure projects
3.1.2	The PhilGEPS Certificate of Platinum Registration and membership, Class “A” all pages will be submitted during the opening of bids. Their Class A Eligibility attached to the Certificate shall remain current and updated, and failure by the prospective bidders to update its PhilGEPS Certificate of Platinum with the current and updated Class “A” Eligibility documents shall result in the automatic suspension of the validity of its Certificate of Platinum registration and Membership until such time that any of the expired Class “A” Eligibility documents has been updated. The said bidder shall be automatically disqualified during the opening of bids if their Class “A” eligibility documents was not updated in the PhilGEPS.
3.1.3	As amended Section 23.1 (a) (ii) of the 2016 revised IRR of R.A 9184 to reflect that the submission of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification. If the BAC found out during bid evaluation that the Class “A” documents submitted to the PhilGEPS was not updated the bidder will be automatically disqualified, except for the Mayor’s Permit.
3.1.6	<p>a. Since the requirement will be the submission of the original technical and financial document, the prospective bidder(s) are reminded not to indicate a “Certified True Copy” for those original documents to be submitted. They can only indicate “Certified True Copy” for those documents that were Xerox from the original documents.</p> <p>b. All technical specification on the technical requirements should be included in the requirements, however only those items offered have the complete technical specification and indicate if they are “<b>comply</b>” or not.</p> <p>c. <b>Technical specification, production/delivery schedule, manpower requirements, after-sales/parts and warranty certificate must have signature of the owner or authorized representative and not merely an initial.</b></p>

4.1.1	Any attempt of prospective bidders by any person or employees of the university to demand for bribe from any of the clients or bidders must be reported at once for proper administrative sanction. The University will not allow its employees to solicit from any clients in any form (in kind or monetary) as it abides by the rules on RA 9184 Government Procurement Law and RA 3070 or the anti-graft practices
5.3	For this purpose, contracts similar to the Project shall be:  <b>a. Supply and Delivery of Grocery Items to be used for the Operation of CLSU University Canteen, University Canteen-Module 2 and Food and Lodging Services.</b>
5.3.i	<p><b>a.</b> For single largest completed contract (SLCC) the supporting documents shall be the certificate of acceptance or official receipt or sales invoice. The SLCC must be on a per lot basis. The SLCC must be similar on the commodities being requested.</p> <p><b>b.</b> The prospective shall submit the statement of Single Largest Completed Contract projects within five years.</p> <p><b>c.</b> The <b>single largest completed contract must be 25%</b> of the total of the ABC in a per lot basis. The similar completed contract must be the same as the project to be bid.</p> <p><b>d.</b> The bidders are allow to submit two (2) aggregate contract under these non-expendable supplies and equipment. It should have completed at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least the percentage of the ABC as required above; and</p> <p><b>e.</b> The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.</p>
7.1	<i>Subcontracting is not allowed.</i>
7.2	<i>Not applicable</i>
10.1	<p>Authorization as representative shall be in the form of Special Power of Attorney or Secretary's Certificate authorizing the person in attending the bidding. The name of the person being authorized by the company shall be indicated in the SPA. No SPA or wrong name of representative in the SPA or SC automatically disqualify the bidder to participate in the opening of bid. Please include a certified xerox true copy of the representative company ID indicating his/her name and position. The SPA/SC shall be attached inside the technical requirement envelope. The Special Power of Attorney will not require a company I.D but the representative must show any identification as proof that he/she is the one authorized by the company to attend and transact business in the opening of bids. Only the Secretary's Certificate will include company's I.D. All these authorizations shall be duly notarized (<i>Section VIII of Philippine Bidding Documents (Clause 10.1), Technical and Financial Documents under the Omnibus Sworn Statement</i>). It applies for both manual and electronic submission.</p> <p><b>a.</b> The person who was authorized by the company to transact and attend in the opening of bids shall not assign or authorize any other person to attend on his/her behalf;</p>

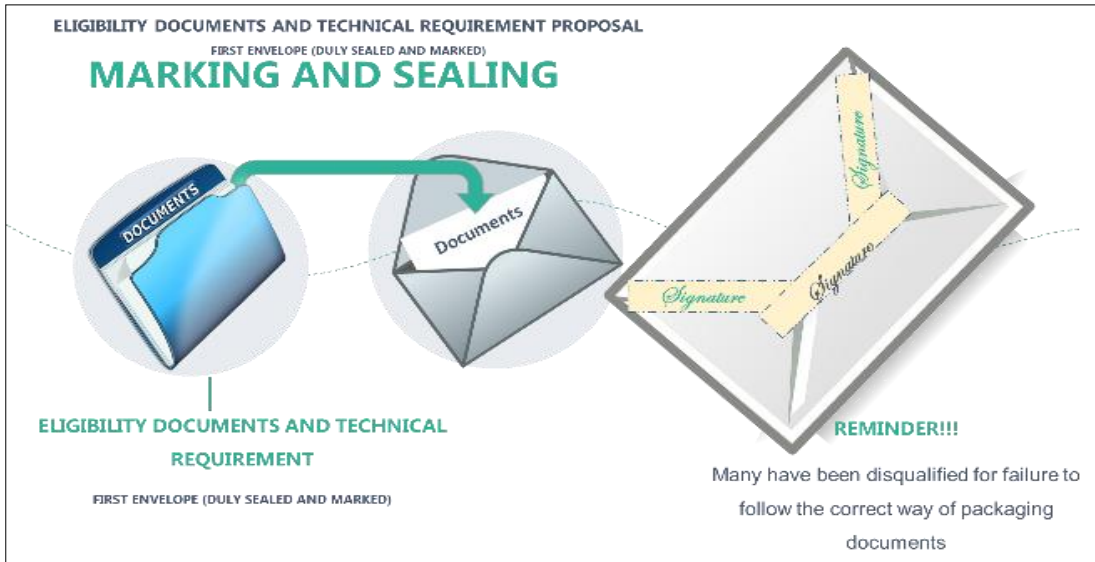


	<p>b. The prospective bidders that only one authorized representative is allowed to attend in the opening of bids;</p> <p>c. <b>The Secretary' Certificate (SC) or Special Power of Attorney (SPA) and authorization letter shall be attached to the technical documents only to the original copy.</b></p> <p>d. The BAC will not allow the observer to participate in any procedure.</p> <p>e. The representative who are present in the pre-bid conference must also be the one who will attend in the opening of bids to ensure that all problem that will arise in their submitted documents during opening of bids will be answered by them;</p> <p>f. <b>In case of a sole proprietorship or the owner of the company or COO, CEO or President, where he/she is the owner or general manager submits the bid for the company, an affidavit stating that the fact of his representation in the company, and that he/she possesses the authority to represent in the opening of bids shall be accompanied by a duly notarized affidavit. This is to ensure that the person is the duly owner of the company. An identification card must be attached in the affidavit.</b></p> <p>g. For manual submission of bids, the BAC allows bidders not to participate in the opening of bids as long as they submitted the bid documents on time. However, if the bidders opted not to join in the opening of bids it is their discretion;</p>						
10.2	Completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids						
11	The official bid form and the price schedule will be included in the Financial Envelope						
11.2	<b>The Bid Form for Procurement of Goods fully stated that under the Financial requirements, the bidder will acknowledge that failure to sign each and every page of the Bid Form including the Price Schedule shall be ground for the rejection of their bid. The Presiding Officer reiterate that it should be the signature of the owner or authorized representative.</b>						
12.1	The Price schedule under the Financial envelope must be duly accomplish by the prospective bidders. The prospective bidders may indicate "N/A" for column 6. All items must be diligently computed including other expenses such as taxes, incidental, etc. The unit price must be attain based on the formula indicated in each column under the price schedule. The price per item offered must not exceed the approved budget for the contract per lot. DDP-CLSU Warehouse, Property Supply, CLSU, Science City of Muñoz, Nueva Ecija.						
12	The price of the Goods shall be quoted DDP <b>Luzon/Nueva Ecija</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.						
13	<p><b>a. The amount of bid documents is as follows:</b></p> <table border="1"> <tr> <td><b>Lot 1</b></td><td><b>P5,000.00</b></td></tr> <tr> <td><b>Lot 2</b></td><td><b>P5,000.00</b></td></tr> <tr> <td><b>Lot 3</b></td><td><b>P5,000.00</b></td></tr> </table>	<b>Lot 1</b>	<b>P5,000.00</b>	<b>Lot 2</b>	<b>P5,000.00</b>	<b>Lot 3</b>	<b>P5,000.00</b>
<b>Lot 1</b>	<b>P5,000.00</b>						
<b>Lot 2</b>	<b>P5,000.00</b>						
<b>Lot 3</b>	<b>P5,000.00</b>						

	<p>b. They can deposit their payment to <b>Land Bank of the Philippines - CLSU Trust Liability Account; Account Number: 2961-002-446 under the Trust Fund</b> and they will send the deposit slip to the BAC official e-mail address at <a href="mailto:bac_sec@clsu.edu.ph">bac_sec@clsu.edu.ph</a>. They can also download the Invitation to Bid at PhilGEPS website.</p> <p>c. Prospective bidders may also pay in cash at the CLSU Cashier's Office and present the Official Receipt (OR) at the BAC Secretariat Office.</p>															
14.1	<p>The bidder shall submit a Bid Securing Declaration or any form of bid security such as: <b>Cash, Cashier's/Manager's Check; Bank draft/ guarantee; and, Surety Bond</b>. The Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorize to issue such security. If the bidders opt to submit Notarized Bid Securing Declaration (BSD) there will be no other form of bid security included in the BSD. The BSD will include the solicitation or reference number or the project title of this particular project, and it shall be duly notarized.</p> <p>The bid security shall be in the form of a <b>Bid Securing Declaration</b>, or any of the following forms and amounts:</p> <p>The Bid Security in the form of cashier's/managers' check shall be payable to <b>CENTRAL LUZON STATE UNIVERSITY</b>.</p> <table><tr><th>Approved Budget for the Contract (ABC) (Php)</th><th>Cash, cashier's / manager's check, bank draft/guarantee or irrevocable letter of credit (2%)</th><th>Surety Bond (5%)</th></tr><tr><td>2,225,000.00</td><td>44,500.00</td><td>111,250.00</td></tr><tr><td>3,000,000.00</td><td>60,000.00</td><td>150,000.00</td></tr><tr><td>3,000,000.00</td><td>60,000.00</td><td>150,000.00</td></tr><tr><td><b>8,225,000.00</b></td><td></td><td></td></tr></table>	Approved Budget for the Contract (ABC) (Php)	Cash, cashier's / manager's check, bank draft/guarantee or irrevocable letter of credit (2%)	Surety Bond (5%)	2,225,000.00	44,500.00	111,250.00	3,000,000.00	60,000.00	150,000.00	3,000,000.00	60,000.00	150,000.00	<b>8,225,000.00</b>		
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2,225,000.00	44,500.00	111,250.00														
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3,000,000.00	60,000.00	150,000.00														
<b>8,225,000.00</b>																
15	<p>For the manual submission of bids, all prospective bidders will only submit the original copy of each of eligibility/technical and financial envelope. However, the university requested for another copy for submission to the COA. The bidder shall enclose their original eligibility and technical documents in one sealed envelope marked" ORIGINAL- Eligibility &amp; Technical Component", and the original of their financial component in another sealed envelope marked ORIGINAL-Financial Component, sealing them all in outer envelope marked "ORIGINAL BID", while for the first envelopes shall be similarly sealed duly marked the inner envelopes as COPY NO 1- Eligibility &amp; Technical Component and Copy 1- Financial Component" and the outer envelope as Copy 1 respectively. These envelopes containing the original and the copies shall be then be closed in one single envelope or a mother envelope which also well marked and sealed. If the prospective bidder submits the original copy alone it shall not be a ground for disqualification.</p> <p>The Project Identification Number (PIN) must be used by all prospective bidders in some prescribed forms that required to indicate the PIN "see illustration on the next page" including the marking in the technical and financial envelopes.</p> <p>The manner they will submit documents on the opening of bids shall be well marked and indicate a certified true copy with initial in every page of the documents that are not original copy and presented in order as listed in the requirements given to them. The marking or signature on the flaps of the outer envelopes shall be on the masking/transparent tape that used as sealer on the envelope.</p>															

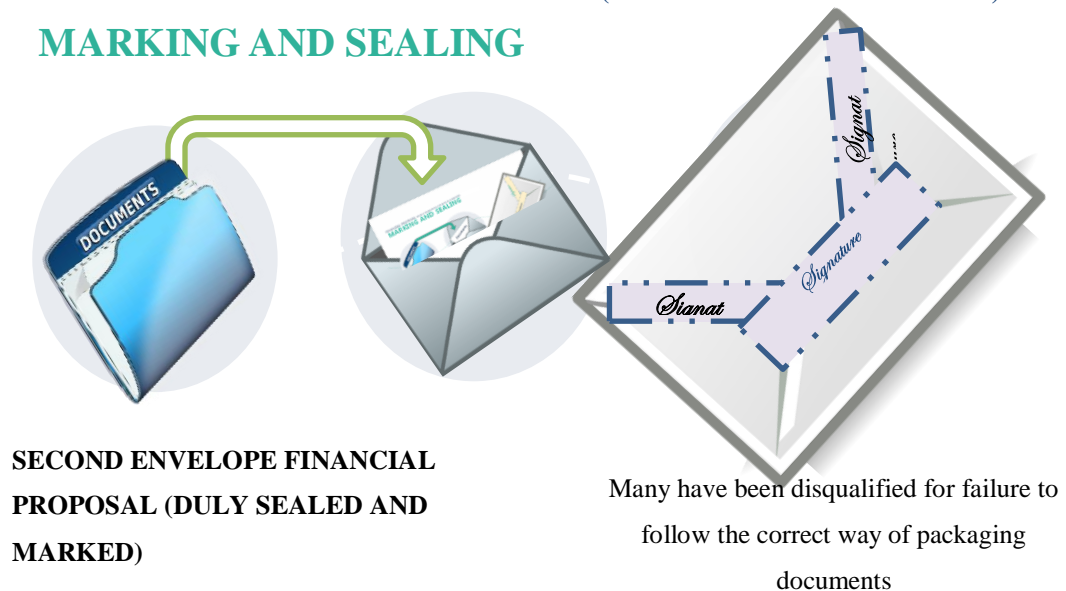
The rules on the marking and sealing based on the 2016 revised IRR of R.A 9184 Section 25.9 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or its premature opening.

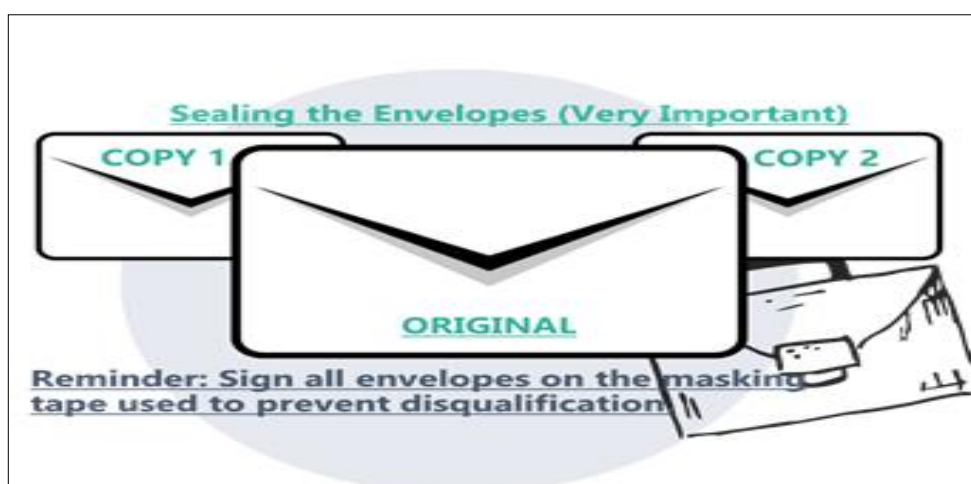
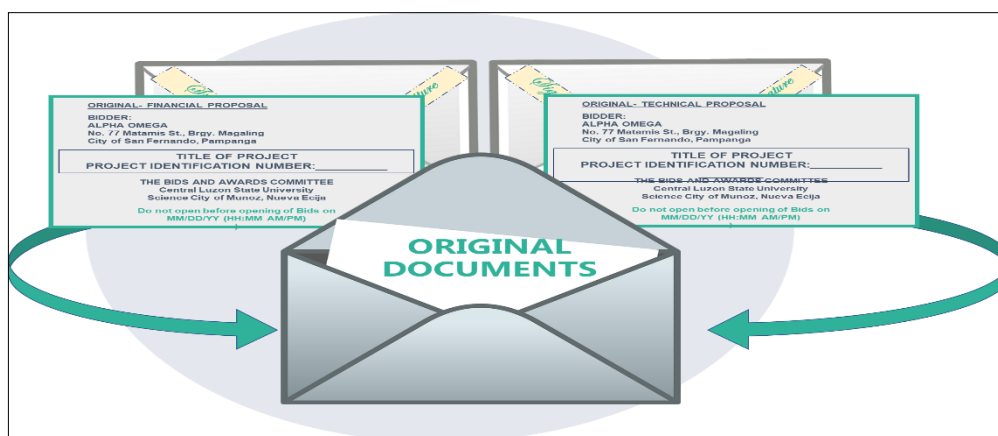
Marking – for brevity hereunder is the prescribed format for all envelopes to be used



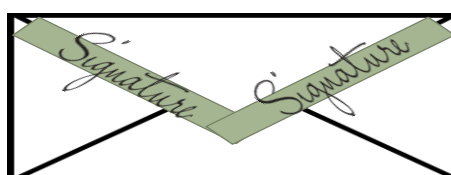
#### FINANCIAL PROPOSAL SECOND ENVELOPE(DULY SEALED AND MARKED)

### MARKING AND SEALING





#### Sealing



17

#### Time of Submission and Opening of Bids

- a. The submission of bids can be done two calendar days before the deadline for the submission of bids on **March 5, 2025 at 8:30 am** through the BAC Secretariat personnel on at the CLSU Main Gate. The late bidders are automatically disqualified;
- b. The Opening of Bids will be on **March 5, 2024 at 9:00 am**. The BAC will be strict as to the time of bid opening. All bids submitted after **8:30 a.m.** will not be accepted.

19.3

#### Per Lot Basis (Please see attached technical specification for details)

	Description	Quantity	Unit	Amount (Php)
Lot 1	Lot 1 – Grocery Items for University Canteen	1	lot	2,225,000.00
Lot 2	Lot 2 – Grocery Items for UC-Module 2 Project	1	lot	3,000,000.00
Lot 3	Lot 3 – Grocery Items for Food and Lodging Services	1	lot	3,000,000.00
<b>Total</b>				<b>8,225,000.00</b>
19.4	The bid security will be based on the approved budget for the contract per lot or per item whichever is applicable.			
19.5	The bidders shall submit a Net Financial Contracting Capacity. The prospective bidder's computation of NFCC based on the revised 2016 RA 9184. In computing the NFCC the value of bidder's current assets and current liabilities shall be based on the latest Audited Financial Statement (AFS) data submitted to the BIR, through its EFPS. The bidder will use the formula of NFCC stipulated on the bid documents. <b>The multiplier must be fixed to 15 regardless of the contract duration Section 23.4.1.4 of the 2016 revised IRR of RA 9184.</b> They have also the option to submit CLC, 10% of the ABC in lieu of the NFCC.			
20.1.1	The bidder must submit PhilGEPS Certificate of Platinum Registration and Membership all pages, the BAC will conduct post-qualification evaluation based on the submitted legal A documents at PhilGEPS. This is to strengthen the provision on post-qualification in the revised IRR of R.A 9184 by emphasizing that notwithstanding the submission of PhilGEPS Certificate of Platinum Registration and Membership, the University BAC for Goods will validate the veracity, authenticity and validity of Class "A" Eligibility documents covered by Sections 8.5.2 of the 2016 revised IRR of R.A 9184.			
20.1.2	Under Clause 20 of the 6 <sup>th</sup> edition of PBD, Bid Data Sheet (BDS). The income/business Tax Return to be submitted during the notification of the LCB should be the year 2022 not 2021 Income Business tax Return as stated in the PBD.			
20.2	<p>For purposes of Post-Qualification the following documents(s) shall be required:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Returns (For the year 2022, filed 2023) (BIR Form 1701 or 1702).</li> <li>2. For the purpose of this bidding, prospective bidders shall submit their Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering 6 (six) months prior to the Opening of Bids. However, in view of BIR RMC No. 5-2023, taxpayers are no longer require to file their Monthly Value Added Tax Declaration or Form 2550M beginning January 1, 2023, hence, those with Quarter ending January to March 2023 and April to June 2023 shall submit the applicable forms pursuant to said BIR Memorandum.</li> </ol> <p><i>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS). However, exceptions issued by the BIR are recognized subject to validation and verification.</i></p> <ol style="list-style-type: none"> <li>3. Proof of completion of the SLCC as identified in the Statement of SLCC, which shall be a verifiable copy of the Contract, Purchase Order or Framework Agreement, and any of the following documents: <ol style="list-style-type: none"> <li>(a) corresponding Sales Invoice/s;</li> </ol> </li> </ol>			

	<p>(b) Official Receipt/Cash Receipt/Collection Receipt; and (c) Certificate of Completion/ Certificate of Acceptance.</p> <p>4. For bidder declared as LCB/SCB: Product sample and other evidence of the bidder's statement of compliance with technical specifications, as required under Section VII. Technical Specifications.</p> <p><b><i>In case the PhilGEPS Certificate of Registration or any documents listed under its Annex A has expired after the bid opening, the bidder is required to submit the said documents anytime during the post-qualification stage.</i></b></p> <p><b><i>NOTE: Documents submitted during post-qualification as part of the post-qualification documents must be certified by the authorized representative to be true copy/ies of the original.</i></b></p>
21.2	No further instructions.

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

## 3. Performance Security

Within **ten (10) calendar days** from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. In case of Framework Agreement, the Bidder may opt to furnish the performance security, one year until the expiration of contract of one (1) year or a Performance Securing Declaration as defined under guidelines on the Use of Framework Agreement.

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity



requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

- 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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p>The project site is:</p> <p><b>Central Luzon State University, Science City of Muñoz, Nueva Ecija</b></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <b>CLSU Supply and Property Office</b>. 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 of the University is <b>Ms. Leilani P. Esguerra and Ms. Felicidad V. Domingo (End-users) and Mr. Jose Ariel G. Barza (Chief of the Property and Supply Office)</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. performance or supervision or maintenance and/or repair of the supplied good for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under the contract.</li> </ol> <p><b>Packaging –</b></p> <p>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</p>

	<p>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.</p>
	<p><b>Packaging –</b></p> <p>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.</p> <p>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.</p> <p>Please refer to Section VII: Technical Specifications on the detailed instructions for packaging.</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><b>Upon execution of the Framework Agreement, the CLSU shall pay Php1.00 to the supplier as a consideration granted to procure the items in the framework Agreement list when need arises.</b></p> <p><b>Payment shall be made upon execution and completion of <u>each Call Off, Order and submission of complete documentary requirements subject to COA and Accounting Rules</u></b></p>
4	<p>The inspections and tests that will be conducted at the <b>Property and Supplies Office, CLSU</b></p> <p><b><u>Note: - The Inspection Division shall coordinate with the awardee for the additional quantity/ies as replacement for every batch of delivery subject to acceptance test.</u></b></p> <p>- If applicable, confirmatory test will be conducted on the first (1st) tranche of delivery. The confirmatory test result will be valid and acceptable, for the purpose of inspection, for three (3) months from the notice to proceed. Succeeding confirmatory tests/pre-delivery inspection shall be conducted at least one (1) month prior to the end of the 6th-month validity. The Supplier shall ensure a valid test result throughout the duration of the contract.</p> <p>- If applicable, the supplier may request a pre-delivery inspection upon receipt of the Call-off or Framework Agreement. For deliveries nationwide, a continuous random post-acceptance inspection may be conducted as applicable.</p>

	<p>- The supplier shall replace defective items, or refund payments made by CLSU for previously delivered items that were later found to be rampantly defective.</p>
5.1	<p><b>Warranty Retention:</b></p> <p>Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p>In accordance with Section 62.1 of the 2016 revised IRR of RA No. 9184, the obligations of the warranty shall be covered by either retention money in an amount equivalent to one percent (1%) of each payment, or special bank guarantee equivalent to one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period.</p>

**FRAMEWORK AGREEMENT LIST**  
(Indicative Call-Off Schedule)

	Description
Lot 1	Lot 1 – Grocery Items for University Canteen
Lot 2	Lot 2 – Grocery Items for UC-Module 2 Project
Lot 3	Lot 3 – Grocery Items for Food and Lodging Services
	<p>1. Delivery Site:</p> <p style="padding-left: 40px;">a. Property and Supply Office, Central Luzon State University, Science City of Muñoz, Nueva Ecija</p> <p>2. Delivery Period: Within fifteen (15) calendar days (CD) upon receipt of Call-Off</p> <p>3. The exact quantity will be determined in each Call-Off.</p>

**FRAMEWORK AGREEMENT LIST**

No. (a)	Maximum Quantity (b)	Item (c)	Cost per item (d)	Total Cost per Item (e)
<b>LOT 1 – UNIVERSITY CANTEEN</b>				
1	150	All purpose cream, 250ml/pack	75.00	11,250.00
2	150	All purpose flour, 1kg/pack,first class	65.00	9,750.00
3	40	All purpose seasoning, 800g/pack	287.00	11,480.00
4	150	Assorted juice, (bot), 290ml	195.00	29,250.00
5	10	Assorted juice in can, 240ml	960.00	9,600.00
6	400	Assorted Soft drinks, x 12 x 290ml	216.00	86,400.00
7	150	Bacon, 1kg/pack	440.00	66,000.00
8	40	Baking powder, 50g/pack,branded	20.00	800.00
9	80	Banana catsup, 1gal	255.00	20,400.00

10	90	Barbecue marinade, 680ml	175.00	15,750.00
11	900	Beef cubes, 10g	7.00	6,300.00
12	75	Bihon, noodles, 1kg/pack	110.00	8,250.00
13	40	Boneless bagoong, 1 ltr	45.00	1,800.00
14	280	Breadcrumbs, kg/pack	120.00	33,600.00
15	250	Brown sugar, (negro), 1kl/pack	95.00	23,750.00
16	1,000	Burger buns, 6 pcs/pack	25.00	25,000.00
17	1,000	Burger patties, 225 g/pack	60.00	60,000.00
18	450	Butter, 225g	55.00	24,750.00
19	250	Buttermilk powder, 1kg/pack	195.00	48,750.00
20	225	Button mushroom, 400g	65.00	14,625.00
21	500	Cake flour, 1kg/pack	65.00	32,500.00
22	150	Cane vinegar, ordinary, 1ltr	45.00	6,750.00
23	20	Cannola oil, 2 ltrs/bot	220.00	4,400.00
24	120	Canton noodles, 1kg/pack	116.00	13,920.00
25	270	Cassava flour, 1kg/pack, first class	70.00	18,900.00
26	150	Cheese, (original), big 450g	155.00	23,250.00
27	170	Cheese, (original), small, 165g	60.00	10,200.00
28	150	Cheese, (slice), 250g, branded	110.00	16,500.00
29	200	Chicharong pork, ordinary, 100g/pack	35.00	7,000.00
30	400	Chicken, cubes, 10g	7.00	2,800.00
31	40	Chili powder, 1kg/pack	470.00	18,800.00
32	225	Coconut milk, big, 400ml	75.00	16,875.00
33	40	Coffee, 100g/pack	90.00	3,600.00
34	400	Coffee, 3in1, twin pack, 10pcs/pack, assorted	150.00	60,000.00
35	40	Coffee stirrer, red, stripe, 500pcs/pack	135.00	5,400.00
36	50	Coffee, barako, 1kg/pack	850.00	42,500.00
37	50	Coffeemate, 450g/pack	135.00	6,750.00
38	400	Condensed milk, 300ml/can	55.00	22,000.00



39	130	Cooking oil, 20 ltrs/tin	1,550.00	201,500.00
40	150	Corned beef,150g/can	38.00	5,700.00
41	100	Cornick, 1kg/pack	220.00	22,000.00
42	130	Cornstarch, 1kg/pack,first class	60.00	7,800.00
43	140	Crab & Corn soup, 55g	65.00	9,100.00
44	350	Crackers biscuit, 30g,10's/pack assorted	75.00	26,250.00
45	250	Cream of mushroom, 10.5 oz	110.00	27,500.00
46	450	Crispy fry, 62g/pack,original	20.00	9,000.00
47	90	Cucumber powder, 500g	160.00	14,400.00
48	40	Curry powder, 1kg/pack	470.00	18,800.00
49	5	Dried Origano, 1kg/pack	985.00	4,925.00
50	400	Evaporated milk, 360ml/can, branded	38.00	15,200.00
51	150	Fish sauce, 1gal/branded	150.00	22,500.00
52	200	Food color, (green, yellow, red, violet) 10g/pck	60.00	12,000.00
53	90	Fried garlic, 1 kl/pack	160.00	14,400.00
54	450	Glutinous rice, 1kg/pack	95.00	42,750.00
55	40	Gulaman, (white, green,black,red)	200.00	8,000.00
56	225	Ham, 250g/pack	65.00	14,625.00
57	200	Hot sauce, 150ml	25.00	5,000.00
58	150	Hotdog, 19's/kg, regular, branded	220.00	33,000.00
59	1,000	Iced tea, 25g	22.00	22,000.00
60	450	Juice drink, assorted,500ml	38.00	17,100.00
<b>FRAMEWORK AGREEMENT LIST "FILLER A" – Lot 1</b>				
61	10	Juice drinks, assorted,12's/case,330ml	820.00	8,200.00
62	40	Laurel, small 5g/pack	60.00	2,400.00
63	90	Lechon sarsa, big, 550g	60.00	5,400.00
64	150	Liverspread, 260g	50.00	7,500.00
65	75	Luncheon Meat, chopped pork and ham ,340g	230.00	17,250.00

66	75	Luncheon Meat, LITE 340g	230.00	17,250.00
67	50	Lye water, 375ml	35.00	1,750.00
68	150	Macaroni noodle, 1kg/pack,branded	120.00	18,000.00
69	35	Mamon, 12 pcs/pack	180.00	6,300.00
70	100	Mayonnaise, 3.5L	505.00	50,500.00
71	225	Mushroom slice, 284g	60.00	13,500.00
72	80	Oyster sauce, ltr	200.00	16,000.00
73	5	Paminta buo, 1kg/pack	580.00	2,900.00
74	15	Paminta pino, 500g/pack	305.00	4,575.00
75	5	Pandan flavor, 20ml	80.00	400.00
76	70	Peanut butter, 630g	100.00	7,000.00
77	80	Pickle relish, 270g	120.00	9,600.00
78	40	Pickles, whole,630g	500.00	20,000.00
79	140	Pineapple chunks, chunks,560g	80.00	11,200.00
80	900	Pork cubes, 10g	7.00	6,300.00
81	190	Sago, 250g/pack	40.00	7,600.00
82	90	Salt, rock	50.00	4,500.00
83	80	Sausage, 260g	55.00	4,400.00
84	80	Seasoning, 1.8L	310.00	24,800.00
85	40	Sesame oil, small	370.00	14,800.00
86	180	Sesame seeds, 1kg/pack	220.00	39,600.00
87	225	Shrimp cubes, 10g	7.00	1,575.00
88	20	Sinigang sa sampalok mix, 1kg	380.00	7,600.00
89	75	Sotanghon noodles, 1kg/pack	230.00	17,250.00
90	200	Soy sauce, gal, 3785ml	160.00	32,000.00
91	175	Spaghetti noodles, 900g/pack,branded	110.00	19,250.00
92	250	Spaghetti sauce, 1kg/pack,branded	102.00	25,500.00
93	200	Special soy sauce, 1ltr	400.00	80,000.00
94	80	Star margarine, 1kg,branded	285.00	22,800.00

95	400	Sugar brown, 1kg/pack	70.00	28,000.00
96	400	Sugar, white, 1kg/pack	78.00	31,200.00
97	175	Sweet chili sauce, 340g	48.00	8,400.00
98	995	Tasty bread, white bread, 600g	85.00	84,575.00
99	30	Teriyaki sauce, 500ml	490.00	14,700.00
100	250	Tomato paste, 250g	35.00	8,750.00
101	250	Tomato sauce, 1kg	98.00	24,500.00
102	75	Tuna flakes in oil, 420g	105.00	7,875.00
103	5	Vanilla, 1 gal	220.00	1,100.00
104	25	Vetsin, big pack, 1kg	150.00	3,750.00
105	250	Vinegar, 1 gal	55.00	13,750.00
106	150	Whole kernel corn, 432g	65.00	9,750.00
107	195	Whole mushroom, 284g	450.00	87,750.00

#### **LOT 2 – UNIVERSITY CANTEEN – MODULE 2**

1	50	Adobo mani with balat, 1kg/pack	230.00	11,500.00
2	200	All purpose cream, 250ml/pack	75.00	15,000.00
3	200	All purpose flour, first class, 1kg/pack	65.00	13,000.00
4	50	All purpose seasoning, 800g/pack	287.00	14,350.00
5	100	Aluminum foil, 8m, small size	48.00	4,800.00
6	100	Assorted Candies	45.00	4,500.00
7	1000	Assorted juice (bot), 250ml x12	195.00	195,000.00
8	20	Assorted juice in can, 240ml x24	960.00	19,200.00
9	200	Assorted Soft drinks x 12 x 290ml	216.00	43,200.00
10	100	Bacon, 500g/pack	230.00	23,000.00
11	50	Baking powder, branded, 50g/pack,	20.00	1,000.00
12	100	Banana catsup, 1gal	255.00	25,500.00
13	100	Barbecue marinade, 680ml	175.00	17,500.00
14	200	Barbecue stick, round, 100pcs/pack, medium	25.00	5,000.00
15	1000	Beef cubes,10g/pc	7.00	7,000.00
16	120	Bihon, noodles, 1kg/pack	110.00	13,200.00
17	50	Boneless bagoong, 750ml/bot	45.00	2,250.00
18	300	Breadcrumbs, 1kg/pack	120.00	36,000.00
19	300	Brown sugar (negro), 1kl/pack	95.00	28,500.00
20	500	Burger buns, big, 6 pcs/pack	25.00	12,500.00
21	500	Burger patties, 9 pcs/228 g/pack	60.00	30,000.00
22	500	Butter,225g/pc	55.00	27,500.00
23	300	Buttermilk powder, 1kg/pack	195.00	58,500.00
24	300	Button mushroom,400g/can	65.00	19,500.00
25	300	Cake flour, first class, 1kg/pack	65.00	19,500.00
26	200	Cane vinegar, ordinary, 1ltr	45.00	9,000.00
27	100	Cannola oil, 2 ltrs/bot	220.00	22,000.00

28	300	Canton noodles, 1kg/pack	116.00	34,800.00
29	300	Cassava flour, first class, 1kg/pack	70.00	21,000.00
30	200	Cheese (original), big 450g/box	155.00	31,000.00
31	200	Cheese (original), small, 165g/box	60.00	12,000.00
32	200	Cheese (slice), 10's, 250g/pack	110.00	22,000.00
33	200	Chicharong pork, ordinary, 100g/pack	35.00	7,000.00
34	500	Chicken cubes, 10g/pc	7.00	3,500.00
35	50	Chili powder, 1kg/pack	470.00	23,500.00
36	300	Coconut milk big, 400ml/pc	75.00	22,500.00
37	120	Coffee, classic, 100g/pack	90.00	10,800.00
38	200	Coffee 3in1, twin pack, (assorted), 10pcs/pack	150.00	30,000.00
39	50	Coffee Stirrer, red stripe, 500pcs/pack	135.00	6,750.00
40	10	Coffee, barako, 1kg/pack	850.00	8,500.00
41	100	Coffeemate, creamer, 450g/pack	135.00	13,500.00
42	500	Condensed milk, 300ml/can	55.00	27,500.00
43	250	Cooking oil, 20 ltrs/tin	1550.00	387,500.00
44	200	Corned beef, 150g/can	38.00	7,600.00
45	50	Cornick, 1kg/pack	220.00	11,000.00
46	300	Cornstarch, first class, 1kg/pack	60.00	18,000.00
47	300	Crab & Corn soup 55g/pck	65.00	19,500.00
48	50	Cracker biscuit, assorted flavor	75.00	3,750.00
49	50	Crackers biscuits 30g, 10's/pack	75.00	3,750.00
50	301	Cream of corn, 75g/can	50.00	15,050.00
51	300	Cream of mushroom, 10.5 oz/can	110.00	33,000.00
52	500	Crispy fry, original, 62g/pack	20.00	10,000.00
53	200	Cucumber powder, 500g	160.00	32,000.00
54	50	Curry powder, 1kg/pack	470.00	23,500.00
55	10	Dried Oregano 1kg	985.00	9,850.00
56	500	Evaporated milk, 360ml/can	38.00	19,000.00

**FRAMEWORK AGREEMENT LIST "FILLER A" – Lot 2**

57	500	Fish ball, 250g/pack	70.00	35,000.00
58	200	Fish sauce, branded, 1 gal	150.00	30,000.00
59	100	Five Spice powder, branded	62.00	6,200.00
60	50	Food color (green, yellow, red, violet) 10g/pck	60.00	3,000.00
61	100	Fried garlic, 1 kl/pack	160.00	16,000.00
62	500	Glutinous rice, 1kg/pack	95.00	47,500.00
63	50	Gulaman (white, green, black, red), 10g/pck x 12	200.00	10,000.00
64	300	Ham, sweet, classic, 12's/250g/pack	65.00	19,500.00
65	50	Hot sauce, 150ml	25.00	1,250.00
66	200	Hotdog, regular, branded/ 19's/kg	220.00	44,000.00
67	500	Iced tea, branded (assorted flavor) 25g	22.00	11,000.00
68	500	Juice drinks assorted, 500ml	38.00	19,000.00
69	20	Juice drinks assorted, 24's/case, 330ml	820.00	16,400.00
70	500	Kikiam, 250g/pack	25.00	12,500.00
71	50	Laurel, small 100g/pack	60.00	3,000.00
72	100	Lechon sarsa big, 550g	60.00	6,000.00
73	100	Liverspread, 260g	50.00	5,000.00
74	300	Lomi noodles, 1kg/pack	60.00	18,000.00
75	100	Luncheon meat, chopped pork and ham, 340g	230.00	23,000.00
76	100	Luncheon meat, LITE 340g	230.00	23,000.00
77	50	Lye water, 375ml	35.00	1,750.00
78	200	Macaroni noodles, elbow, 1kg/pack	120.00	24,000.00
79	50	Mamon, classic, 12 pcs/pack	180.00	9,000.00

80	200	Mani hubad, 1kg/pack	140.00	28,000.00
81	150	Mayonnaise, 3.5L	505.00	75,750.00
82	300	Mushroom slice, pieces and stem, 284g	60.00	18,000.00
83	100	Oyster sauce, 765g	200.00	20,000.00
84	10	Paminta buo, 1kg/pack	580.00	5,800.00
85	20	Paminta pino, 500g/pack	305.00	6,100.00
86	10	Pandan flavor, 20ml	80.00	800.00
87	100	Peanut butter, 630g	100.00	10,000.00
88	100	Pickle relish, 270g	120.00	12,000.00
89	50	Pickles, whole, 630g	500.00	25,000.00
90	200	Pineapple chunks, 560g	80.00	16,000.00
91	200	Pineapple juice 1/2 gal, 2.9ltrs, A-C-E	115.00	23,000.00
92	1000	Pork cubes, 10g	7.00	7,000.00
93	30	Salted Egg (duck), 30pcs/tray	450.00	13,500.00
94	100	Sago, (ready to cook), white, 250g/pack	40.00	4,000.00
95	100	Salt (rock), 1kg/pack	50.00	5,000.00
96	100	Sausage, 260g	55.00	5,500.00
97	100	Seasoning 1L	310.00	31,000.00
98	50	Sesame oil, small	370.00	18,500.00
99	200	Sesame seeds, 1kg/pack	220.00	44,000.00
100	300	Shrimp cubes, 10g	7.00	2,100.00
101	30	Sinigang sa sampalok mix, 1kg	380.00	11,400.00
102	500	Siomai, 60pcs/kg	110.00	55,000.00
103	100	Sotanghon noodles, 1kg/pack	230.00	23,000.00
104	250	Soy sauce, gal, 3785ml	160.00	40,000.00
105	250	Spaghetti noodles, 900g/pack	110.00	27,500.00
106	300	Spaghetti sauce, 1kg/pack	102.00	30,600.00
107	50	Japanese soy sauce, 1ltr	400.00	20,000.00
108	500	Squidballs, 250g/pack	30.00	15,000.00
109	100	Margarine, branded, 1kg	285.00	28,500.00
110	500	Sugar brown, 1kg/pack	70.00	35,000.00
111	500	Sugar, white, 1kg/pack	78.00	39,000.00
112	200	Sweet chili sauce, 340g	48.00	9,600.00
113	200	Table napkin, folded, 350's, 300x250mm	75.00	15,000.00
114	2000	Tasty bread, white bread, 600g	85.00	170,000.00
115	50	Teriyaki sauce, 500ml	490.00	24,500.00
116	300	Tomato paste, 250g	35.00	10,500.00
117	300	Tomato sauce, 1kg	98.00	29,400.00
118	100	Toothpick, 100's/pack	20.00	2,000.00
119	100	Tuna flakes in oil, 420g	105.00	10,500.00
120	50	Vetsin, big pack, 1kg	220.00	11,000.00
121	300	Vinegar, white, branded 1 gal	150.00	45,000.00
122	200	Whole kernel corn, 432g	55.00	11,000.00
123	200	Whole mushroom, 284g	65.00	13,000.00
124	50	Worcestershire sauce, 1ltr	450.00	22,500.00

### **LOT 3 – FOOD AND LODGING SERVICES**

1	50	Adobo mani with balat, 1kg/pack	230.00	11,500.00
2	200	All purpose cream, 250ml/pack	75.00	15,000.00
3	200	All purpose flour, first class, 1kg/pack	65.00	13,000.00
4	50	All purpose seasoning, 800g/pack	287.00	14,350.00

5	100	Aluminum foil, 8m, small size	48.00	4,800.00
6	100	Assorted Candies	45.00	4,500.00
7	1000	Assorted juice (bot), 250ml x12	195.00	195,000.00
8	20	Assorted juice in can, 240ml x24	960.00	19,200.00
9	200	Assorted Soft drinks x 12 x 290ml	216.00	43,200.00
10	100	Bacon, 500g/pack	230.00	23,000.00
11	50	Baking powder, branded, 50g/pack,	20.00	1,000.00
12	100	Banana catsup, 1gal	255.00	25,500.00
13	100	Barbecue marinade, 680ml	175.00	17,500.00
14	200	Barbecue stick, round, 100pcs/pack, medium	25.00	5,000.00
15	1000	Beef cubes,10g/pc	7.00	7,000.00
16	120	Bihon, noodles, 1kg/pack	110.00	13,200.00
17	50	Boneless bagoong, 750ml/bot	45.00	2,250.00
18	300	Breadcrumbs, 1kg/pack	120.00	36,000.00
19	300	Brown sugar (negro), 1kl/pack	95.00	28,500.00
20	500	Burger buns, big, 6 pcs/pack	25.00	12,500.00
21	500	Burger patties, 9 pcs/228 g/pack	60.00	30,000.00
22	500	Butter,225g/pc	55.00	27,500.00
23	300	Buttermilk powder, 1kg/pack	195.00	58,500.00
24	300	Button mushroom,400g/can	65.00	19,500.00
25	300	Cake flour, first class, 1kg/pack	65.00	19,500.00
26	200	Cane vinegar, ordinary, 1ltr	45.00	9,000.00
27	100	Cannola oil, 2 ltrs/bot	220.00	22,000.00
28	300	Canton noodles, 1kg/pack	116.00	34,800.00
29	300	Cassava flour, first class,1kg/pack	70.00	21,000.00
30	200	Cheese (original), big 450g/box	155.00	31,000.00
31	200	Cheese (original), small, 165g/box	60.00	12,000.00
32	200	Cheese (slice),10's, 250g/pack	110.00	22,000.00
33	200	Chicharong pork, ordinary, 100g/pack	35.00	7,000.00

34	500	Chicken cubes, 10g/pc	7.00	3,500.00
35	50	Chili powder, 1kg/pack	470.00	23,500.00
36	300	Coconut milk big, 400ml/pc	75.00	22,500.00
37	120	Coffee, classic, 100g/pack	90.00	10,800.00
38	200	Coffee 3in1,twin pack, (assorted), 10pcs/pack	150.00	30,000.00
39	50	Coffee Stirrer, red stripe, 500pcs/pack	135.00	6,750.00
40	10	Coffee, barako, 1kg/pack	850.00	8,500.00
41	100	Coffeemate, creamer, 450g/pack	135.00	13,500.00
42	500	Condensed milk, 300ml/can	55.00	27,500.00
43	250	Cooking oil, 20 ltrs/tin	1,550.00	387,500.00
44	200	Corned beef, 150g/can	38.00	7,600.00
45	50	Cornick, 1kg/pack	220.00	11,000.00
46	300	Cornstarch, first class, 1kg/pack	60.00	18,000.00
47	300	Crab & Corn soup 55g/pck	65.00	19,500.00
48	50	Cracker biscuit, assorted flavor	75.00	3,750.00
49	50	Crackers biscuits 30g, 10's/pack	75.00	3,750.00
50	301	Cream of corn, 75g/can	50.00	15,050.00
51	300	Cream of mushroom, 10.5 oz/can	110.00	33,000.00
52	500	Crispy fry, original, 62g/pack	20.00	10,000.00
53	200	Cucumber powder, 500g	160.00	32,000.00
54	50	Curry powder, 1kg/pack	470.00	23,500.00
55	10	Dried Oregano 1kg	985.00	9,850.00
56	500	Evaporated milk, 360ml/can	38.00	19,000.00
<b>FRAMEWORK AGREEMENT FILLER A – LOT 3</b>				
57	500	Fish ball, 250g/pack	70.00	35,000.00
58	200	Fish sauce, branded, 1 gal	150.00	30,000.00
59	100	Five Spice powder, branded	62.00	6,200.00
60	50	Food color (green, yellow, red, violet) 10g/pck	60.00	3,000.00
61	100	Fried garlic, 1 kl/pack	160.00	16,000.00
62	500	Glutinous rice, 1kg/pack	95.00	47,500.00
63	50	Gulaman (white, green, black, red),10g/pck x 12	200.00	10,000.00
64	300	Ham, sweet, classic, 12's/250g/pack	65.00	19,500.00

65	50	Hot sauce, 150ml	25.00	1,250.00
66	200	Hotdog, regular, branded/ 19's/kg	220.00	44,000.00
67	500	Iced tea, branded (assorted flavor) 25g	22.00	11,000.00
68	500	Juice drinks assorted, 500ml	38.00	19,000.00
69	20	Juice drinks assorted,24's/case,330ml	820.00	16,400.00
70	500	Kikiam, 250g/pack	25.00	12,500.00
71	50	Laurel, small 100g/pack	60.00	3,000.00
72	100	Lechon sarsa big, 550g	60.00	6,000.00
73	100	Liverspread, 260g	50.00	5,000.00
74	300	Lomi noodles, 1kg/pack	60.00	18,000.00
75	100	Luncheon meat, chopped pork and ham,340g	230.00	23,000.00
76	100	Luncheon meat, LITE 340g	230.00	23,000.00
77	50	Lye water,375ml	35.00	1,750.00
78	200	Macaroni noodles, elbow, 1kg/pack	120.00	24,000.00
79	50	Mamon, classic,12 pcs/pack	180.00	9,000.00
80	200	Mani hubad, 1kg/pack	140.00	28,000.00
81	150	Mayonnaise, 3.5L	505.00	75,750.00
82	300	Mushroom slice, pieces and stem, 284g	60.00	18,000.00
83	100	Oyster sauce, 765g	200.00	20,000.00
84	10	Paminta buo, 1kg/pack	580.00	5,800.00
85	20	Paminta pino, 500g/pack	305.00	6,100.00
86	10	Pandan flavor, 20ml	80.00	800.00
87	100	Peanut butter, 630g	100.00	10,000.00
88	100	Pickle relish, 270g	120.00	12,000.00
89	50	Pickles, whole, 630g	500.00	25,000.00
90	200	Pineapple chunks,560g	80.00	16,000.00
91	200	Pineapple juice 1/2 gal, 2.9ltrs, A-C-E	115.00	23,000.00
92	1000	Pork cubes, 10g	7.00	7,000.00
93	30	Salted Egg (duck), 30pcs/tray	450.00	13,500.00
94	100	Sago, (ready to cook), white, 250g/pack	40.00	4,000.00
95	100	Salt (rock), 1kg/pack	50.00	5,000.00
96	100	Sausage, 260g	55.00	5,500.00
97	100	Seasoning 1L	310.00	31,000.00
98	50	Sesame oil, small	370.00	18,500.00
99	200	Sesame seeds, 1kg/pack	220.00	44,000.00
100	300	Shrimp cubes, 10g	7.00	2,100.00
101	30	Sinigang sa sampalok mix, 1kg	380.00	11,400.00
102	500	Siomai, 60pcs/kg	110.00	55,000.00
103	100	Sotanghon noodles, 1kg/pack	230.00	23,000.00
104	250	Soy sauce, gal, 3785ml	160.00	40,000.00
105	250	Spaghetti noodles, 900g/pack	110.00	27,500.00
106	300	Spaghetti sauce, 1kg/pack	102.00	30,600.00
107	50	Japanese soy sauce, 1ltr	400.00	20,000.00
108	500	Squidballs,250g/pack	30.00	15,000.00
109	100	Margarine, branded, 1kg	285.00	28,500.00
110	500	Sugar brown, 1kg/pack	70.00	35,000.00
111	500	Sugar, white, 1kg/pack	78.00	39,000.00
112	200	Sweet chili sauce, 340g	48.00	9,600.00
113	200	Table napkin, folded, 350's, 300x250mm	75.00	15,000.00
114	2000	Tasty bread, white bread, 600g	85.00	170,000.00
115	50	Teriyaki sauce, 500ml	490.00	24,500.00
116	300	Tomato paste, 250g	35.00	10,500.00
117	300	Tomato sauce, 1kg	98.00	29,400.00
118	100	Toothpick, 100's/pack	20.00	2,000.00
119	100	Tuna flakes in oil, 420g	105.00	10,500.00
120	50	Vetsin, big pack, 1kg	220.00	11,000.00
121	300	Vinegar, white, branded 1 gal	150.00	45,000.00



122	200	Whole kernel corn, 432g	55.00	11,000.00
123	200	Whole mushroom, 284g	65.00	13,000.00
124	50	Worcestershire sauce, 1ltr	450.00	22,500.00

Note: Suppliers are advised to maintain revolving stocks at least 10% of undelivered quantity up to the last tranche prior to exhaustion.

**I hereby commit to deliver the required quality and quantities upon receipt of the Call-Off as indicated above.**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature Over Printed  
Name of Authorized Representative

\_\_\_\_\_  
Date

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

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Delivery Period</b>
<b>Lot 1</b>	Lot 1 – Grocery Items for University Canteen	<b>1</b>	<b>lot</b>	Within 15 calendar days upon receipt of Call-Off
<b>Lot 2</b>	Lot 2 – Grocery Items for UC-Module 2 Project	<b>1</b>	<b>lot</b>	Within 15 calendar days upon receipt of Call-Off
<b>Lot 3</b>	Lot 3 – Grocery Items for Food and Lodging Services	<b>1</b>	<b>lot</b>	Within 15 calendar days upon receipt of Call-Off

**I hereby commit to deliver the required quality and quantities upon receipt of the Call-Off as indicated above and hereby certify that the statement of compliance to the above schedule of requirements are true and correct.**

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

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

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# Technical Specifications

No.	QTY		UNIT	ITEM AND NATURE OF EACH ITEM	TECHNICAL SPECIFICATIONS	STATEMENT OF COMPLAINE	
						Comply	Not Comply
LOT 1 – Grocery items for University Canteen – P2,225,000.00							
1	150		pck	All purpose cream	250ml/pack		
2	150		pck	All purpose flour	1kg/pack,first class		
3	40		pck	All purpose seasoning	800g/pack		
4	150		bot	Assorted juice	(bot), 290ml		
5	10		can	Assorted juice in can	240ml		
6	400		bot	Assorted Soft drinks	x 12 x 290ml		
7	150		pck	Bacon	1kg/pack		
8	40		pck	Baking powder	50g/pack,branded		
9	80		gal	Banana catsup	1gal		
10	90		bot	Barbecue marinade	680ml		
11	900		pcs	Beef cubes	10g		
12	75		pck	Bihon, noodles	1kg/pack		
13	40		ltr	Boneless bagoong	1 ltr		
14	280		pck	Breadcrumbs	kg/pack		
15	250		kl	Brown sugar	(negro),1kl/pack		
16	1,000		pck	Burger buns	6 pcs/pack		
17	1,000		pck	Burger patties	225 g/pack		
18	450		bar	Butter	225g		
19	250		pck	Buttermilk powder	1kg/pack		
20	225		can	Button mushroom	400g		
21	500		pck	Cake flour	1kg/pack		
22	150		liter	Cane vinegar	ordinary, 1ltr		
23	20		liter	Cannola oil	2 ltrs/bot		
24	120		pck	Canton noodles	1kg/pack		
25	270		pck	Cassava flour	1kg/pack, first class		
26	150		bar	Cheese	(original), big 450g		
27	170		bar	Cheese	(original), small, 165g		
28	150		pck	Cheese	(slice), 250g,branded		
29	200		pck	Chicharong pork	ordinary, 100g/pack		

30	400		pcs	Chicken	cubes, 10g		
31	40		pck	Chili powder	1kg/pack		
32	225		can	Coconut milk	big, 400ml		
33	40		pck	Coffee	100g/pack		
34	400		pck	Coffee	3in1,twin pack, 10pcs/pack,assorted		
35	40		pck	Coffee stirrer	red,stripe,500pcs/pack		
36	50		pck	Coffee	barako, 1kg/pack		
37	50		pck	Coffeemate	450g/pack		
38	400		can	Condensed milk	300ml/can		
39	130		liter	Cooking oil	20 ltrs/tin		
40	150		can	Corned beef	150g/can		
41	100		pck	Cornick	1kg/pack		
42	130		pck	Cornstarch	1kg/pack,first class		
43	140		pcs	Crab & Corn soup	55g		
44	350		pcs	Crackers biscuit	30g,10's/pack assorted		
45	250		can	Cream of mushroom	10.5 oz		
46	450		pck	Crispy fry	62g/pack,original		
47	90		pck	Cucumber powder	500g		
48	40		pck	Curry powder	1kg/pack		
49	5		pck	Dried Origano	1kg/pack		
50	400		can	Evaporated milk	360ml/can, branded		
51	150		gal	Fish sauce	1gal/branded		
52	200		pck	Food color	(green,yellow,red,violet) 10g/pck		
53	90		pck	Fried garlic	1 kl/pack		
54	450		pck	Glutinous rice	1kg/pack		
55	40		pck	Gulaman	(white, green,black,red)		
56	225		pck	Ham	250g/pack		
57	200		bot	Hot sauce	150ml		
58	150		pck	Hotdog	19's/kg, regular, branded		
59	1,000		pck	Iced tea	25g		
60	450		can	Juice drink	assorted,500ml		
61	10		can	Juice drinks	assorted,12's/case,330ml		
62	40		pck	Laurel	small 5g/pack		
63	90		pouch	Lechon sarsa	big, 550g		
64	150		can	Liverspread	260g		

65	75		can	Luncheon Meat	chopped pork and ham ,340g		
66	75		can	Luncheon Meat	LITE 340g		
67	50		bot	Lye water	375ml		
68	150		pck	Macaroni noodle	1kg/pack,branded		
69	35		pck	Mamon	12 pcs/pack		
70	100		liter	Mayonnaise	3.5L		
71	225		can	Mushroom slice	284g		
72	80		liter	Oyster sauce	ltr		
73	5		pck	Paminta buo	1kg/pack		
74	15		pck	Paminta pino	500g/pack		
75	5		pc	Pandan flavor	20ml		
76	70		bot	Peanut butter	630g		
77	80		can	Pickle relish	270g		
78	40		can	Pickles	whole,630g		
79	140		can	Pineapple chunks	chunks,560g		
80	900		pcs	Pork cubes	10g		
81	190		pck	Sago	250g/pack		
82	90		pck	Salt			
83	80		can	Sausage	260g		
84	80		liter	Seasoning	1.8L		
85	40		bot	Sesame oil	small		
86	180		pck	Sesame seeds	1kg/pack		
87	225		pcs	Shrimp cubes	10g		
88	20		pck	Sinigang sa sampalok mix, 1kg	1kg		
89	75		pck	Sotanghon noodles	1kg/pack		
90	200		bot	Soy sauce	gal, 3785ml		
91	175		pck	Spaghetti noodles	900g/pack,branded		
92	250		pck	Spaghetti sauce	1kg/pack,branded		
93	200		bot	Special soy sauce	1ltr		
94	80		tub	Star margarine	1kg,branded		
95	400		pck	Sugar brown	1kg/pack		
96	400		pck	Sugar, white	1kg/pack		
97	175		bot	Sweet chili sauce,	340g		
98	995		pcs	Tasty bread	white bread, 600g		
99	30		bot	Teriyaki sauce	500ml		

100	250		pck	Tomato paste	250g		
101	250		pck	Tomato sauce	1kg		
102	75		can	Tuna flakes in oil	420g		
103	5		gal	Vanilla	1 gal		
104	25		pck	Vetsin	big pack, 1kg		
105	250		gal	Vinegar	1 gal		
106	150		can	Whole kernel corn	432g		
107	195		can	Whole mushroom	284g		
<b>LOT 2</b>	<b>Grocery Items for University Canteen – Module 2 Project P3,000,000.00</b>						
1	50		packs	Adobo mani with balat	1kg/pack		
2	200		packs	All purpose cream	250ml/pack		
3	200		packs	All purpose flour,	1kg/pack, first class		
4	50		packs	All purpose seasoning,	800g/pack, branded		
5	100		pcs	Aluminum foil	8m, small size		
6	100		pck	Assorted Candies	flavored		
7	1,000		case	Assorted juice	290ml x12 (Bot)		
8	20		case	Assorted juice in can	240ml x24		
9	200		case	Assorted Soft drinks	12 x 290ml		
10	100		packs	Bacon	500g/pack, classic		
11	50		packs	Baking powder	branded, 50g/pack		
12	100		gal	Banana catsup	1gal, branded		
13	100		bot	Barbecue marinade	680ml		
14	200		packs	Barbecue stick,	round, 100pcs/pack, medium		
15	1,000		pcs	Beef cubes	10g/pc		
16	120		packs	Bihon noodles	1kg/pack		
17	50		bot	Boneless bagoong	750ml/bot		
18	300		packs	Breadcrumbs	1kg/pack		
19	300		kgs	Brown sugar	(negro), 1kl/pack		
20	500		packs	Burger buns	big, 6 pcs/pack		
21	500		packs	Burger patties	9 pcs/228 g/pack		
22	500		pcs	Butter	225g/pc,unsalted/premium margarine		
23	300		kgs	Buttermilk powder	1kg/pack		
24	300		can	Button mushroom, whole	400g/can		



25	300		packs	Cake flour, first class, branded	1kg/pack		
26	200		ltr	Cane vinegar	ordinary, 1ltr		
27	100		bot	Cannola oil	2 ltrs/bot		
28	300		packs	Canton noodles	1kg/pack		
29	300		packs	Cassava flourd	first class, 1kg/pack		
30	200		box	Cheese	(original), big 450g/box		
31	200		box	Cheese	original, small, 165g/box		
32	200		packs	Cheese	original, singles, (slice), 10s/200g/pack		
33	200		packs	Chicharong pork	ordinary, 100g/pack		
34	500		pcs	Chicken cubes	10g/pc		
35	50		packs	Chili powder	1kg/pack		
36	300		pcs	Coconut milk, fresh gata	big, 400ml/pc		
37	120		packs	Coffee	classic, 100g/pack		
38	200		packs	Coffee 3in1	twin pack, (assorted), 10pcs/pack		
39	50		pck	Coffee Stirrer	red stripe, 500pcs/pack		
40	10		kgs	Coffee	barako, 1kg/pack		
41	100		packs	Creamer	450g/pack, branded		
42	500		can	Condensed milk	300ml/can		
43	250		packs	Cooking oil	20 ltrs/tin		
44	200		can	Corned beef	150g/can		
45	50		packs	Cornick	1kg/pack		
46	300		packs	Cornstarch	first class, 1kg/pack		
47	300		packs	Crab & Corn soup	55g/pck		
48	50		packs	Cracker biscuit	assorted flavor		
49	50		packs	Crackers biscuits	30g, 10's/pack		
50	301		can	Cream of corn	style, 75g/can		
51	300		cans	Cream of mushroom,	condensed soup, 10.5 oz/can		
52	500		packs	Crispy fry, breading mix, original	62g/pack		
53	200		packs	Cucumber lemonade powder	500g		
54	50		packs	Curry powder	1kg/pack		
55	10		kgs	Dried Oregano	1kg		
56	500		can	Evaporated milk	360ml/can		
57	500		packs	Fish ball	250g/pack		
58	200		bot	Fish sauce, branded	branded, 1 gal		

59	100		bot	Five Spice powder	branded		
60	50		bot	Food color	(green,yellow,red,violet) 10g/pck		
61	100		packs	Fried garlic	1 kl/pack		
62	500		kgs	Glutinous rice	1kg/pack		
63	50		box	Gulaman	(white, green,black,red),10g/pck x 12		
64	300		packs	Ham	sweet, classic, 12's/250g/pack		
65	50		bot	Hot sauce	150ml		
66	200		kgs	Hotdog	regular, branded/ 19's/kg		
67	500		sachet	Iced tea, branded	branded (assorted flavor) 25g		
68	500		pcs	Juice drinks assorted	500ml		
69	20		case	Juice drinks	assorted,12's/case,330ml		
70	500		packs	Kikiam	250g/pack		
71	50		packs	Laurel	small 100g/pack		
72	100		bot	Lechon sarsa	big, 550g		
73	100		can	Liverspread	260g		
74	300		kgs	Lomi noodles	1kg/pack		
75	100		can	Luncheon meat	chopped pork and ham,340g		
76	100		cans	Luncheon Meat	LITE 340g		
77	50		bot	Lye water	375ml		
78	200		kgs	Macaroni noodles	elbow, 1kg/pack		
79	50		packs	Mamon	classic,12 pcs/pack		
80	200		packs	Mani hubad	1kg/pack		
81	150		cont.	Mayonnaise	3.5L		
82	300		cans	Mushroom slice	pieces and stem, 284g		
83	100		bot	Oyster sauce	765ml		
84	10		packs	Paminta buo	1kg/pack		
85	20		packs	Paminta pino	500g/pack		
86	10		bot	Pandan flavor	20ml		
87	100		bot	Peanut butter	630g		
88	100		bot	Pickle relish	270g		
89	50		jar	Pickles	whole, 630g		
90	200		cans	Pineapple chunks	560g		
91	200		cans	Pineapple juice	1/2 gal, 2.9ltrs, A-C-E		
92	1,000		pcs	Pork cubes	10g		
93	30		tray	Red Egg	(duck), 30pcs/tray		

94	100		packs	Sago	(ready to cook), white, 250g/pack		
95	100		kgs	Salt	(rock), 1kg/pack		
96	100		cans	Sausage	260g		
97	100		bot	Seasoning	Liquid, 1L		
98	50		bot	Sesame oil	small		
99	200		packs	Sesame seeds	1kg/pack		
100	300		pcs	Shrimp cubes	10g		
101	30		packs	Sinigang sa sampalok mix	1kg		
102	500		kgs	Siomai	60pcs/kg		
103	100		packs	Sotanghon noodles	1kg/pack		
104	250		gal	Soy sauce	gal, 3785ml		
105	250		packs	Spaghetti noodles	900g/pack		
106	300		packs	Spaghetti sauce	1kg/pack		
107	50		bot	Soy sauce	Japanese, 1ltr		
108	500		packs	Squidball	250g/pack		
109	100		big	Margarine	branded, 1kg		
110	500		packs	Sugar	brown, 1kg/pack		
111	500		packs	Sugar	white, 1kg/pack		
112	200		bot	Sweet chili sauce	340g		
113	200		packs	Table napkin	folded, 350's, 300x250mm		
114	2,000		packs	Tasty bread	white bread, 600g		
115	50		bot	Teriyaki sauce	500ml		
116	300		packs	Tomato paste	250g		
117	300		pcs	Tomato sauce	1kg		
118	100		packs	Toothpick	100's/pack		
119	100		cans	Tuna flakes in oil	420g		
120	50		packs	Vetsin, big pack	big pack, 1kg		
121	300		gal	Vinegar	white, branded 1 gal		
122	200		can	Whole kernel corn,	432g		
123	200		cans	Whole mushroom	284g		
124	50		bot	Worcestershire sauce	1ltr		
<b>Lot 3 – Grocery items for Food and Lodging Services – P3,000,000.00</b>							
1	50		packs	Adobo mani	with balat, 1kg/pack		
2	200		packs	All purpose cream	250ml/pack		
3	200		packs	All purpose flour	first class, 1kg/pack,		

4	50		packs	All purpose seasoning	branded, 800g/pack,		
5	100		pcs	Aluminum foil	8m, small size		
6	100		pck	Assorted Candies	flavored		
7	1,000		case	Assorted juice	290ml/bot/ x12		
8	20		case	Assorted juice in can	240ml x24		
9	200		case	Assorted Soft drinks	12 x 290ml		
10	100		packs	Bacon	classic, 500g/pack,		
11	50		packs	Baking powder	branded, 50g/pack		
12	100		gal	Banana catsup	branded, 1gal		
13	100		bot	Barbecue marinade	680ml		
14	200		packs	Barbecue stick	round, 100pcs/pack, medium		
15	1,000		pcs	Beef cubes	10g/pc		
16	120		packs	Bihon noodles	1kg/pack		
17	50		bot	Boneless bagoong	750ml/bot		
18	300		packs	Breadcrumbs	1kg/pack		
19	300		kgs	Brown sugar	(negro), 1kl/pack		
20	500		packs	Burger buns	big, 6 pcs/pack		
21	500		packs	Burger patties	225 g/pack		
22	500		pcs	Butter	unsalted/225g/pc		
23	300		kgs	Buttermilk powder	1kg/pack		
24	300		can	Button mushroom	whole, 400g/can		
25	300		packs	Cake flour	first class, branded, 1kg/pack		
26	200		ltr	Cane vinegar	ordinary, 1ltr		
27	100		bot	Cannola oil	2 ltrs/bot		
28	300		packs	Canton noodles	1kg/pack		
29	300		packs	Cassava flour	first class, branded, 1kg/pack		
30	200		box	Cheese	original, big 450g/box		
31	200		box	Cheese	original, small, 165g/box		
32	200		packs	Cheese	original/(slice), 10s/ 200g/pack		
33	200		packs	Chicharong pork	ordinary, 100g/pack		
34	500		pcs	Chicken cubes	10g/pc		
35	50		packs	Chili powder	1kg/pack		
36	300		pcs	Coconut milk	big, 400ml/pc		
37	120		packs	Coffee	classic, 100g/pack		
38	200		packs	Coffee 3in1	assorted, twin pack, 10pcs/pack		

39	50		pck	Coffee Stirrer	red stripe, 500pcs/pack		
40	10		kgs	Coffee	barako, 1kg/pack		
41	100		packs	Creamer	450g/pack		
42	500		can	Condensed milk	300ml/can		
43	250		tin	Cooking oil	20 ltrs/tin		
44	200		can	Corned beef	150g/can		
45	50		packs	Cornick	1kg/pack		
46	300		packs	Cornstarch	first class, 1kg/pack		
47	300		packs	Crab & Corn soup	55g/pck		
48	50		packs	Cracker biscuit	assorted flavor		
49	50		packs	Crackers biscuits	30g, 10's/pack		
50	301		can	Cream of corn	style, 75g/can		
51	300		cans	Cream of mushroom,	condensed soup, 10.5 oz/can		
52	500		packs	Crispy fry, breading mix, original	62g/pack		
53	200		packs	Cucumber lemonade powder	500g		
54	50		packs	Curry powder	1kg/pack		
55	10		kgs	Dried Oregano	1kg		
56	500		can	Evaporated milk	360ml/can		
57	500		packs	Fish ball	250g/pack		
58	200		bot	Fish sauce, branded	branded, 1 gal		
59	100		bot	Five Spice powder	branded		
60	50		bot	Food color	(green, yellow, red, violet) 10g/pck		
61	100		packs	Fried garlic	1 kl/pack		
62	500		kgs	Glutinous rice	1kg/pack		
63	50		box	Gulaman	(white, green, black, red), 10g/pck x 12		
64	300		packs	Ham	sweet, classic, 12's/250g/pack		
65	50		bot	Hot sauce	150ml		
66	200		kgs	Hotdog	regular, branded/ 19's/kg		
67	500		sachet	Iced tea, branded	branded (assorted flavor) 25g		
68	500		pcs	Juice drinks assorted	500ml		
69	20		case	Juice drinks	assorted, 12's/case, 330ml		
70	500		packs	Kikiam	250g/pack		
71	50		packs	Laurel	small 100g/pack		
72	100		bot	Lechon sarsa	big, 550g		

73	100		can	Liverspread	260g		
74	300		kgs	Lomi noodles	1kg/pack		
75	100		can	Luncheon meat	chopped pork and ham,340g		
76	100		cans	Luncheon Meat	LITE 340g		
77	50		bot	Lye water	375ml		
78	200		kgs	Macaroni noodles	elbow, 1kg/pack		
79	50		packs	Mamon	classic,12 pcs/pack		
80	200		packs	Mani hubad	1kg/pack		
81	150		cont.	Mayonnaise	3.5L		
82	300		cans	Mushroom slice	pieces and stem, 284g		
83	100		bot	Oyster sauce	765ml		
84	10		packs	Paminta buo	1kg/pack		
85	20		packs	Paminta pino	500g/pack		
86	10		bot	Pandan flavor	20ml		
87	100		bot	Peanut butter	630g		
88	100		bot	Pickle relish	270g		
89	50		jar	Pickles	whole, 630g		
90	200		cans	Pineapple chunks	560g		
91	200		cans	Pineapple juice	1/2 gal, 2.9ltrs, A-C-E		
92	1,000		pcs	Pork cubes	10g		
93	30		tray	Red Egg	(duck), 30pcs/tray		
94	100		packs	Sago	(ready to cook), white, 250g/pack		
95	100		kgs	Salt	(rock), 1kg/pack		
96	100		cans	Sausage	260g		
97	100		bot	Seasoning	Liquid,1L		
98	50		bot	Sesame oil	small		
99	200		packs	Sesame seeds	1kg/pack		
100	300		pcs	Shrimp cubes	10g		
101	30		packs	Sinigang sa sampalok mix	1kg		
102	500		kgs	Siomai	60pcs/kg		
103	100		packs	Sotanghon noodles	1kg/pack		
104	250		gal	Soy sauce	gal, 3785ml		
105	250		packs	Spaghetti noodles	900g/pack		
106	300		packs	Spaghetti sauce	1kg/pack		
107	50		bot	Soy sauce	Japanese,1ltr		

108	500		packs	Squidball	250g/pack		
109	100		big	Margarine	branded, 1kg		
110	500		packs	Sugar	brown, 1kg/pack		
111	500		packs	Sugar	white, 1kg/pack		
112	200		bot	Sweet chili sauce	340g		
113	200		packs	Table napkin	folded, 350's, 300x250mm		
114	2,000		packs	Tasty bread	white bread, 600g		
115	50		bot	Teriyaki sauce	500ml		
116	300		packs	Tomato paste	250g		
117	300		pcs	Tomato sauce	1kg		
118	100		packs	Toothpick	100's/pack		
119	100		cans	Tuna flakes in oil	420g		
120	50		packs	Vetsin, big pack	big pack, 1kg		
121	300		gal	Vinegar	white, branded 1 gal		
122	200		can	Whole kernel corn,	432g		
123	200		cans	Whole mushroom	284g		
124	50		bot	Worcestershire sauce	1ltr		

**Note 1: Product sample shall be submitted by the SCB/LCB during Post-qualification.**

We commit to deliver the goods under the new packaging and consistent with the physical appearance and color of the sample submitted as required by the Procurement Service.

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

\* [Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

## Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

### BID FORM

Date: \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

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

_____	_____
_____	_____
_____	_____

(if none, state "None") ]

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

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



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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

### For Goods Offered From Abroad

Name of Bidder \_\_\_\_\_. Project Identification Number \_\_\_\_\_. Page . of \_\_\_\_\_.

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## 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 Identification Number \_\_\_\_\_. 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 delivery, per item	Sales and other taxes payable per item if Contract is awarded	Cost of Incidental Services, if applicable, per item	Total price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## Contract Agreement Form

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

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Entity’s Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working

Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

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

X-----X

### ***BID SECURING DECLARATION***

**Project Identification Number:** *[Insert Reference number]*

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

I/We<sup>1</sup>, 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 fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 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. \_\_\_\_\_ and his/her Community Tax Certificate 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 \_\_\_\_\_



### Statement of Single Largest Completed Contract Similar to the Contract to Be Bid

This is to certify that           (company name)           has the following completed contracts for the last five (5) years:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is a. Manufacturer b. Supplier c. Distributor

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Name and Signature of  
Authorized Representative

---

Date

**\*Instructions:**

- a) Cut-off date as of:
  - (i) **Up to the day before the deadline of** submission of bids.
- b) In the column under “Dates”, indicate the dates of Delivery/ End-user’s Acceptance and Official Receipt.
- c) “Name of Contract”. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.

### Statement of (i) Ongoing Contract and; (ii) Awarded But Not Yet Started Contracts

This is to certify that           (company name)           has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is a) Manufacturer b) Supplier c) Distributor

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

\_\_\_\_\_  
Date

- 
- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
    - i. **The day before the deadline of** submission of bids.
  - b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
  - c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
  - d) “Name of Contract”. Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.

*2025 Procurement Service Framework Agreement for the*  
**Supply and Delivery of Grocery Items to be used for the Operation of CLSU University Canteen, University Canteen-Module 2 and Food and Lodging Services under Framework Agreement**  
**0146PB-clsu-2025**

**Framework Agreement**  
For the [Title of Project]

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement made and entered into this day of 2025, by and between:

**CENTRAL LUZON STATE UNIVERSITY (CLSU)**, a government agency duly organized and existing under the laws of the Republic of the Philippines having its principal office at CLSU, Bantug Campus, Science City of Muñoz, Nueva Ecija, represented by [NAME], [Position], hereinafter referred to “CLSUPSDBM”;

**and**

[**COMPANY NAME**] with principal address at [Address], represented by [NAME], [Position] hereinafter referred to as the “Supplier”;

**WITNESSETH, that:**

**WHEREAS**, the PROCURING ENTITY, decided to use Framework Agreement on its procurement project Supply and Delivery of [Project] for the Procurement Service;

**WHEREAS**, this Agreement is for the option to purchase the goods determined to be necessary and desirable to address and satisfy the needs of various CLSU Food Services as it caters the needs of students, faculty and staff of the university;

Item No.	Item	Brand/Model	Maximum Qty/Unit	Unit Price	Total Price

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

**WHEREAS**, the Supplier which passed the eligibility screening conducted by CLSU, shall maintain and update the eligibility requirements during the period of this Agreement and shall honor all obligations under this Framework Agreement.

**NOW, THEREFORE**, the parties hereby agree as follows:

## **Article I GENERAL CONSIDERATIONS**

1. This Framework Agreement is an option contract. **CLSU** is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with **CLSU** as the Procuring Entity. The Supplier may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract as reflected in the Bid Documents attending the procurement and made an integral part of this Agreement;
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g. bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
  - b. the Framework Agreement List and the Technical Specifications;
  - c. the Bid Documents, including the Supplemental Bid Bulletins issued;
  - d. the Performance Security or Performance Securing Declaration;
  - e. the Procuring Entity's Notice to Execute Framework Agreement; and
  - f. Call-Offs.

## **Article II DURATION**

The term of this Agreement shall be **nine (9) months** from the date of execution unless sooner revoked by both parties or until the full exhaustion of the maximum quantities;

## **Article III CONSIDERATION**

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

**Article IV**  
**PERFECTION OF PROCUREMENT CONTRACT**

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

**Article V**  
**OBLIGATION TO ANSWER A CALL-OFF**

Once **CLSU** issues a Call-off, the Supplier is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off. All rules and guidelines governing the implementation of procurement contracts under RA No. 9184 and its revised IRR shall be applicable.

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

**Article VI**  
**TERMS AND CONDITIONS**

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

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

**CENTRAL LUZON STATE UNIVERSITY**

**[COMPANY]**

By signing this Agreement, I also confirm  
That I am authorized to sign on behalf of CLSU

By signing this Agreement, I also confirm  
That I am authorized to sign on behalf of CLSU

[Name]  
BAC Chairman  
CLSU

[Name]  
Authorized Representative

**WITNESSES**

[Name]  
BAC Chairman  
CLSU

[Name]  
Representation

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }  
CITY OF MANILA } S.S

BEFORE ME, a Notary Public for and in the Science City of Muñoz, Nueva Ecija this \_\_\_\_\_ day of 2024 appeared the following persons presenting to me their respective identifications, to wit:

Name	Competent Evidence of Identity	Date of Issue	Place of Issue

known to me and to me known to be the same persons who executed and voluntarily signed the foregoing FRAMEWORK AGREEMENT which they acknowledged before me as their own free and voluntary act and deed and with full authority to sign in that capacity.

This instrument refers to the FRAMEWORK AGREEMENT FOR THE \_\_\_\_\_ and consists of ( ) pages including this page where the Acknowledgment is written, duly signed by the parties and their instrumental witnesses thereof.

**WITNESS MY HAND AND SEAL** on the date and place above-written.

Doc. No. ;  
Page No. \_\_\_\_ ;  
Book No. \_\_\_\_;  
Series of 2024

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

#### Technical Documents

- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) 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**
- ☐ (i) Conformity with the Technical Specifications, which *shall* include production/delivery schedule, manpower requirements, after-sales/parts and warranty certificate; **and**
- ☐ (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 Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) 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*

- ☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**



duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

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