

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT

FIELD OFFICE VII

CEBU CITY

BIDDING DOCUMENTS FOR

**Supply and Delivery of Rice and Eggs for
Supplementary Feeding Program for CY 2020**

ITB No. DSWD7-PB-2020-36

November 2020

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Section I. Invitation to Bid

Supply and Delivery of Rice and Eggs for Supplementary Feeding Program for CY 2020

ITB No. DSWD7-PB-2020-36

- The Department of Social Welfare and Development, Field Office VII (DSWD-FO VII), through the authorized appropriations for Fiscal Year 2021 General Appropriations Act intends to apply the sum of **Twenty-Nine Million Seven Hundred Thirty-Five Thousand Five Hundred Sixty-Eight Pesos (₱29,735,568.00)** payments under the contract for the **Supply and Delivery of Rice and Eggs for Supplementary Feeding Program for CY 2020** consisting of three (3) lots, broken down below:

Lot No.	Province	ABC
1	Cebu Province (45 LGUs) Talisay City, Minglanilla, Naga City, Carcar City, Sibonga, Alcoy, Argao, Boljoon, Dalaguete, Oslob, Samboan, Santander, Asturias, Balamban, Barili, Pinamungajan, Tuburan, Daanbantayan, Madridejos, Medellin, San Remegio, Santa Fe, Tabogon, Tabuelan, Borbon, Carmen, Catmon, Compostela, Danao City, Liloan, Pilar, Poro, Sogod, Tudela, Consolacion, Cordova, Mandaue City, Alcantara, Alegria, Badian, Ginatilan, Malabuyoc, Moalboal, Ronda and Lapu-lapu City	Php 18,696,888.00
2	Bohol Province (37 LGUs) Alburquerque, Antequera, Balilihan, Calape, Catigbian, Corella, Cortes, Dausi, Sikatuna, Tubigon, Tagbilaran City, Bien Unido, Buenavista, Clarin, Danao, Inabanga, Pres. C. P. Garcia, San Isidro, Talibon, Trinidad, Alicia, Anda, Batuan, Bilar, Candijay, Carmen, Dimiao, Duero, Garcia-Hernandez, Guindulman, Jagna, Lila, Loay, Mabini, Pilar, Sevilla, and Sierra Bullones	Php 5,099,328.00

3	Negros Oriental Province (15 LGUs) Ayungon, Bindoy, Canlaon City, Guihulngan City, Jimalalud, Bais City, Mabinay, San Jose, Tanjay City, Bayawan City, Dauin, Siaton, Sta. Catalina, Valencia and Zamboanguita	Php 5,460,048.00
4	Siquijor Province (6 LGUs) E. Villanueva, Larena, Lazi, Maria, San Juan and Siquijor	Php 479,304.00

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

2. The *DSWD Field Office VII* now invites bids from ***PhilGEPS registered suppliers***. Delivery of the goods is required within ***Section VI. Schedule of Requirements***. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a **single largest completed contract (SLCC)** similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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 5183.

4. Prospective Bidders may obtain further information from *Department of Social Welfare and Development Field Office VII* and inspect the Bidding Documents at the address given below during *office hours, 8:00 AM – 5:00 PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***November 10, 2020*** from the given address and website below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:*

<i>Approved Budget for the Contract</i>	<i>Bidding Document Fee</i>
500,000 and below	Php 500.00
More than 500,000 up to 1 Million	Php 1,000.00
More than 1 Million up to 5 Million	Php 5,000.00
More than 5 Million up to 10 Million	Php 10,000.00
For all lots	Php 25,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees, they may present in person or through electronic means.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

As stated in GPPB Resolution No. 09-2020, dated 7 May 2020, PEs to maximize the use of existing rules under RA No. 9184, its IRR and related issuances on the conduct of procurement activities, particularly those meant to streamline, simplify and expedite the conduct of procurement and address the challenges and disruptions brought by calamities and crisis such as the COVID-19 pandemic, such as use of videoconferencing, webcasting and similar technology in the conduct of any of the meetings and determination of quorum by the BAC.

1. The *DSWD Field Office VII* will hold a Pre-Bid Conference on **November 18, 2020, Wednesday, 1:30 PM** at **DSWD Field Office VII Conference Room, Cebu City** and/or through **video-conferencing via Google Meet using the code: procurement7**, which shall be open to prospective bidders.

Note:

DSWD Field Office is implementing health screening and temperature check for all personnel, visitor's and client. For your protection, please wear your mask at all times during your visit. Also, kindly fill-out the Health Checklist Form for visitors / clients and submit to the PE's security guard prior to entering the premise.

2. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 2, 2020, Tuesday, 1:15 PM**. Late bids shall not be accepted.
3. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

4. Bid opening shall be on ***December 2, 2020, Wednesday, 1:30 PM*** at ***DSWD Field Office VII Conference Room, Cebu City*** and/or ***via Google Meet using the code: procurement7***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
5. The ***DSWD Field Office VII*** 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
6. For further information, please refer to:

MS. AILEEN G. CUEVAS

Head, BAC Secretariat

DSWD – Field Office VII

M.J. Cuenco corner Gen. Maxilom Avenue, Cebu City

Tel. Nos. (032) 2338785 local 140

*Email Add: [**bac.fo7@dswd.gov.ph**](mailto:bac.fo7@dswd.gov.ph)*

*Website: [**https://fo7.dswd.gov.ph/**](https://fo7.dswd.gov.ph/)*

November 10, 2020

(SGD) GRAEME FERDINAND D. ARMECIN
Chairperson, Bids and Awards Committee I

Section II. Instructions to Bidders

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General

1. Scope of Bid

The Procuring Entity, *DSWD Field Office VII* wishes to receive Bids for the *Supply and Delivery of Rice and Eggs for Supplementary Feeding Program for CY 2020*, with identification number *ITB No. DSWD7-PB-2020-36*.

The Procurement Project is composed of *four (4) lots*, the details of which are described in **Section VII. Technical Specifications**.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2020** in the amount of *Twenty-Nine Million Seven Hundred Thirty-Five Thousand Five Hundred Sixty-Eight Pesos (₱29,735,568.00)*, consisting of four (4) lots broken as follows:

Lot No.	Province	ABC
1	Cebu Province (Talisay City, Minglanilla, Naga City, Carcar City, Sibonga, Alcoy, Argao, Boljoon, Dalaguete, Oslob, Samboan, Santander, Asturias, Balamban, Barili, Pinamungajan, Tuburan, Daanbantayan, Madridejos, Medellin, San Remegio, Santa Fe, Tabogon, Tabuelan, Borbon, Carmen, Catmon, Compostela, Danao City, Liloan, Pilar, Poro, Sogod, Tudela, Consolacion, Cordova, Mandaue City, Alcantara, Alegria, Badian, Ginatilan, Malabuyoc, Moalboal, Ronda and Lapu-lapu City)	Php 18,696,888.00
2	Bohol Province (Alburquerque, Antequera, Balilihan, Calape, Catigbian, Corella, Cortes, Dauis, Sikatuna, Tubigon, Tagbilaran City, Bien Unido, Buenavista, Clarin, Danao, Inabanga, Pres. C. P. Garcia, San Isidro, Talibon, Trinidad, Alicia, Anda, Batuan, Bilar, Candijay, Carmen, Dimiao, Duero, Garcia-Hernandez, Guindulman, Jagna, Lila, Loay, Mabini, Pilar, Sevilla, and Sierra Bullones)	Php 5,099,328.00
3	Negros Oriental Province (Ayungon, Bindoy, Canlaon City, Guihulngan City, Jimalalud, Bais City, Mabinay, San Jose, Tanjay City, Bayawan City, Dauin, Siaton, Sta. Catalina, Valencia and Zamboanguita)	Php 5,460,048.00

4	Siquijor Province (E. Villanueva, Larena, Lazi, Maria, San Juan and Siquijor)	Php 479,304.00
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2.2 The source of funding is NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Projects 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 sources 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 the other factors that may affect the cost, duration and execution or implementation of the contract, project or work and examine all instructions, forms, terms and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its 2016 revised IRR allow foreign bidders to participate;

- (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of A 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:

- (a). Subcontracting is not allowed.

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. *[If subcontracting is allowed during the contract implementation stage]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding maybe changed during the implementation of this contract. Subcontractors must

submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults or negligence, or those of its agents, servants or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this project on the specified date and time and either at its physical address at *DSWD Field Office VII, M.J. Cuenco Avenue corner General Maxilom Avenue, Carreta, Cebu City* and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity either at its given address or through electronic mail indicated in the **IB**, at least ten (10) 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 VII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **3 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 VII (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 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

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

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be in **Philippine Pesos**.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120 calendar days** from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking Bids

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

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

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

16. Deadline for Submission of Bids

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

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 Bidder's representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purpose 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 by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

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

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause																
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. The name of the Contract is <i>Supply and Delivery of Rice and Eggs for Supplementary Feeding Program for CY 2020</i>, similar contracts shall refer to <i>Supply and Delivery of Food Items / Groceries</i>.</p> <p>b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</p>															
7.1	<i>Subcontracting is not allowed.</i>															
12	The price of the Goods shall be quoted DDP (state place of destination) or the applicable International Commercial Terms (INCOTERMS) for this Project.															
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft / guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">2% of the ABC</th> <th style="text-align: center;">5% of the ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Php 373,937.76</td> <td style="text-align: center;">Php 934,844.40</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Php 101,986.56</td> <td style="text-align: center;">Php 254,966.40</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">Php 109,200.96</td> <td style="text-align: center;">Php 273,002.40</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">Php 9,586.08</td> <td style="text-align: center;">Php 23,965.20</td> </tr> </tbody> </table>	Lot No.	2% of the ABC	5% of the ABC	1	Php 373,937.76	Php 934,844.40	2	Php 101,986.56	Php 254,966.40	3	Php 109,200.96	Php 273,002.40	4	Php 9,586.08	Php 23,965.20
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3	Php 109,200.96	Php 273,002.40														
4	Php 9,586.08	Php 23,965.20														

19.3	<p><i>Supply and Delivery of Rice and Eggs for Supplementary Feeding Program for CY 2021, consisting of four (4) lots, broken down below:</i></p> <table border="1" data-bbox="408 320 1385 1709"> <thead> <tr> <th data-bbox="408 320 491 394">Lot No.</th> <th data-bbox="491 320 1098 394">Province</th> <th data-bbox="1098 320 1385 394">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="408 394 491 904">1</td> <td data-bbox="491 394 1098 904"> Cebu Province (Talisay City, Minglanilla, Naga City, Carcar City, Sibonga, Alcoy, Argao, Boljoon, Dalaguete, Oslob, Samboan, Santander, Asturias, Balamban, Barili, Pinamungajan, Tuburan, Daanbantayan, Madridejos, Medellin, San Remegio, Santa Fe, Tabogon, Tabuelan, Borbon, Carmen, Catmon, Compostela, Danao City, Liloan, Pilar, Poro, Sogod, Tudela, Consolacion, Cordova, Mandaue City, Alcantara, Alegria, Badian, Ginatilan, Malabuyoc, Moalboal, Ronda and Lapu-lapu City) </td> <td data-bbox="1098 394 1385 904">Php 18,696,888.00</td> </tr> <tr> <td data-bbox="408 904 491 1301">2</td> <td data-bbox="491 904 1098 1301"> Bohol Province (Alburquerque, Antequera, Balilihan, Calape, Catigbian, Corella, Cortes, Dauis, Sikatuna, Tubigon, Tagbilaran City, Bien Unido, Buenavista, Clarin, Danao, Inabanga, Pres. C. P. Garcia, San Isidro, Talibon, Trinidad, Alicia, Anda, Batuan, Bilar, Candijay, Carmen, Dimiao, Duero, Garcia-Hernandez, Guindulman, Jagna, Lila, Loay, Mabini, Pilar, Sevilla, and Sierra Bullones) </td> <td data-bbox="1098 904 1385 1301">Php 5,099,328.00</td> </tr> <tr> <td data-bbox="408 1301 491 1552">3</td> <td data-bbox="491 1301 1098 1552"> Negros Oriental Province (Ayungon, Bindoy, Canlaon City, Guihulngan City, Jimalalud, Bais City, Mabinay, San Jose, Tanjay City, Bayawan City, Dauin, Siaton, Sta. Catalina, Valencia and Zamboanguita) </td> <td data-bbox="1098 1301 1385 1552">Php 5,460,048.00</td> </tr> <tr> <td data-bbox="408 1552 491 1709">4</td> <td data-bbox="491 1552 1098 1709"> Siquijor Province (E. Villanueva, Larena, Lazi, Maria, San Juan and Siquijor) </td> <td data-bbox="1098 1552 1385 1709">Php 479,304.00</td> </tr> </tbody> </table>	Lot No.	Province	ABC	1	Cebu Province (Talisay City, Minglanilla, Naga City, Carcar City, Sibonga, Alcoy, Argao, Boljoon, Dalaguete, Oslob, Samboan, Santander, Asturias, Balamban, Barili, Pinamungajan, Tuburan, Daanbantayan, Madridejos, Medellin, San Remegio, Santa Fe, Tabogon, Tabuelan, Borbon, Carmen, Catmon, Compostela, Danao City, Liloan, Pilar, Poro, Sogod, Tudela, Consolacion, Cordova, Mandaue City, Alcantara, Alegria, Badian, Ginatilan, Malabuyoc, Moalboal, Ronda and Lapu-lapu City)	Php 18,696,888.00	2	Bohol Province (Alburquerque, Antequera, Balilihan, Calape, Catigbian, Corella, Cortes, Dauis, Sikatuna, Tubigon, Tagbilaran City, Bien Unido, Buenavista, Clarin, Danao, Inabanga, Pres. C. P. Garcia, San Isidro, Talibon, Trinidad, Alicia, Anda, Batuan, Bilar, Candijay, Carmen, Dimiao, Duero, Garcia-Hernandez, Guindulman, Jagna, Lila, Loay, Mabini, Pilar, Sevilla, and Sierra Bullones)	Php 5,099,328.00	3	Negros Oriental Province (Ayungon, Bindoy, Canlaon City, Guihulngan City, Jimalalud, Bais City, Mabinay, San Jose, Tanjay City, Bayawan City, Dauin, Siaton, Sta. Catalina, Valencia and Zamboanguita)	Php 5,460,048.00	4	Siquijor Province (E. Villanueva, Larena, Lazi, Maria, San Juan and Siquijor)	Php 479,304.00
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4	Siquijor Province (E. Villanueva, Larena, Lazi, Maria, San Juan and Siquijor)	Php 479,304.00														
20.2	<p><i>[List here any project will be awarded by item, list each item indicating its quantity and ABC]</i></p>															
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p>															

Section IV. General Conditions of Contract

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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 Contracts (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contracts shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate names]</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods. b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this

e. Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

f. *[Specify additional incidental service requirements, as needed]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

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

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

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

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

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

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

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

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

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be

sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

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

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical, the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

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

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

Where the Supplier is required under Contract to deliver the Goods, CIF, CIP, or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of the Philippine

	<p>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 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 the INCOTERMS for DDP deliveries. In case of Goods supplied from within the Philippines or supplies 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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The term of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed in number of days after receipt of Notice to Proceed stipulates hereafter the delivery date.

Item		QUANTITY LOT 1 – CEBU PROVINCE											Unit	Schedule of Delivery
No	Description	Talisay City	Minglanilla	Naga City	Carcar City	Sibonga	Alcoy	Argao	Boljoon	Dalaguete	Oslob	Samboan		
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	17,478	9,378	11,686.50	6,052.50	6,664.50	2,200.50	6,241.50	1,993.50	7,767	3,019.50	2,286	kilo	Shall be fully delivered within 15 days after receipt of Notice to Proceed
2	Egg, white; medium in size; thick; firm; round; clean and free from stains and molds; E.coli and Salmonella free; not broken	93,216	50,016	62,328	32,280	35,544	-	33,288	-	-	-	-	piece	

Item		QUANTITY LOT 1 – CEBU PROVINCE										Unit	Schedule of Delivery
No	Description	Santander	Asturias	Balamban	Barili	Pinamungajan	Tuburan	Daanbantayan	Madridejos	Medellin	San Remegio		
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	1,570.50	4,392	8,122.50	8,865	7,888.50	7,105.50	15,241.50	5,431.50	5,121	7,402	kilo	Shall be fully delivered within 15 days after receipt of Notice to Proceed
2	Egg, white; medium in size; thick; firm; round; clean and free from stains and molds; E.coli and Salmonella free; not broken	-	-	-	-	-	-	-	-	-	-	piece	

Item		QUANTITY LOT 1 – CEBU PROVINCE												Unit	Schedule of Delivery
No	Description	Santa Fe	Tabogon	Tabuelan	Borbon	Carmen	Catmon	Compostela	Danao City	Liloan	Pilar	Poro	Sogod		
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	5,013	5,832	5,179.50	4,873.50	5,202	3,249	6,552	10,863	9,292.50	1,840.50	3,946.50	3,168	kilo	Shall be fully delivered within 15 days after receipt of Notice to Proceed
2	Egg, white; medium in size; thick; firm; round; clean and free from stains and molds; E.coli and Salmonella free; not broken	-	-	-	-	18,496	-	-	38,624	33,040	-	-	-	piece	

Item		QUANTITY LOT 1 – CEBU PROVINCE												Unit	Schedule of Delivery
No	Description	Tudela	Consolacion	Cordova	Mandaue City	Alcantara	Alegria	Badian	Ginatilan	Malabuyoc	Moalboal	Ronda	Lapu-lapu City		
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	1,971	7,429.50	4,882.50	15,246	2,002.50	2,083.50	4,824	1,863	2,578.50	3,253.50	1,890	26,356.50	kilo	Shall be fully delivered within 15 days after receipt of Notice to Proceed
2	Egg, white; medium in size; thick; firm; round; clean and free from stains and molds; E.coli and Salmonella free; not broken	-	-	26,416	17,360	54,208	-	-	-	-	-	-	-	piece	

Item		QUANTITY LOT 2 – BOHOL PROVINCE										Unit	Schedule of Delivery
No	Description	Alburquerque	Antequera	Balilihan	Calape	Catigbian	Corella	Cortes	Dauis	Sikatuna	Tubigon		
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	792	1,705.50	1,881	5,665.50	2,592	612	1,368	4,095	783	5,481	kilo	Shall be fully delivered within 15 days after receipt of Notice to Proceed

Item		QUANTITY LOT 2 – BOHOL PROVINCE										Unit	Schedule of Delivery
No	Description	Tagbilaran City	Bien Unido	Buenavista	Clarín	Danao	Inabanga	Pres C. P. Garcia	San Isidro	Talibon	Trinidad		
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	6,277.50	3,150	5,125.50	2,452.50	3,055.50	5,904	2,745	819	7,290	3,451.50	kilo	Shall be fully delivered within 15 days after receipt of Notice to Proceed

Item		QUANTITY LOT 2 – BOHOL PROVINCE										Unit	Schedule of Delivery
No	Description	Alicia	Anda	Batuan	Bilar	Candijay	Carmen	Dimiao	Duero	Garcia-Hernandez	Guindulman		
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	2,493	1,998	1,273.50	1,750.50	2,979	5,197.50	1,701	2,047.50	1,836	2,542.50	kilo	Shall be fully delivered within 15 days after receipt of Notice to Proceed

Item		QUANTITY LOT 2 – BOHOL PROVINCE							Unit	Schedule of Delivery
No	Description	Jagna	Lila	Loay	Mabini	Pilar	Sevilla	Sierra Bullones		
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	3,681	1,152	1,912.50	3,073.50	3,811.50	1,161	2,380.50	kilo	Shall be fully delivered within 15 days after receipt of Notice to Proceed

Item		QUANTITY LOT 3 – NEGROS ORIENTAL PROVINCE								Unit	Schedule of Delivery
No	Description	Ayungon	Bindoy	Canlaon City	Guihulngan City	Jimalalud	Bais City	Mabinay	San Jose		
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	8,059.50	5,742	9,009	24,025.50	5,998.50	8,077.50	9,045	1,935	kilo	Shall be fully delivered within 15 days after receipt of Notice to Proceed

Item		QUANTITY LOT 3 – NEGROS ORIENTAL PROVINCE							Unit	Schedule of Delivery
No	Description	Tanjay City	Bayawan City	Dauin	Siaton	Sta. Catalina	Valencia	Zamboanguita		
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	5,944.50	14,918.50	2,281.50	6,142.50	7,573.50	2,925	2,083.50	kilo	Shall be fully delivered within 15 days after receipt of Notice to Proceed

Item		QUANTITY LOT 4 – SIKULJOR PROVINCE						Unit	Schedule of Delivery
No	Description	E. Villanueva	Larena	Lazi	Maria	San Juan	Siquijor		
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	805.50	1,192.50	1,899	1,642.50	1,732.50	2,713.50	kilo	Shall be fully delivered within 15 days after receipt of Notice to Proceed

I hereby certify to comply and deliver the goods within the above-stated period.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

Section VII. Technical Specifications

Bidders must state either “**Comply**” or “**Not Comply**” at the **Statement of Compliance** column against each of the individual parameters of each Specification. **Brand** of the offered items must be indicated if applicable.

Item No.	Specification	Shelf Life from Delivery Date	Statement of Compliance	Bidder’s Remarks
LOT NO – NAME OF PROVINCE				
1	Rice, well-milled (white); whole grain – at least 95%; free from abnormal discoloration, flavors, odors, insects and mites; safe and suitable for human consumption;	at least-6 months		
2	Egg, white; medium in size; thick; firm; round; clean and free from stains and molds; E.coli and Salmonella free; not broken	at least two (2) weeks		

Additional Specifications:

1. All items must be free from foul smelling odor and molds.
2. Rice must be packed by 4.5 kilos per child.
3. Eggs must be placed in egg tray or carton according to the following LGUs:
 - Talisay City / Minglanilla / Naga City / Carcar City / Sibonga and Argao: 24 pieces of egg per tray
 - Carmen / Danao City / Liloan / Consolacion / Cordova, Mandaue City / Lapu-lapu City: 16 pieces of egg per tray.
4. All food items must be delivered on the same day. To avoid shortage, supplier must bring extra quantity of food items.
5. Defective or spoiled items must be replaced by the service provider on the same day (e.g broken egg/s, spilled oil, dented canned goods).
6. Prices are inclusive of the following:

6.a Packaging Materials:

Items must be packed according to classification using durable plastic with due consideration of the transportation especially the rice.

6.b Final Packaging:

It must be labelled per CDC (child development center) and must be placed in a clean and durable eco bag or “sako” bag to be provided by the supplier per CDC.

6.d. Delivery:

Participating bidder must provide specific time schedule for the delivery of the items per LGU and must attach the said document to the Section VII Technical Specifications.

7. The winning supplier must bring their own digital weighing scale during the delivery of goods.

8. **Mode of payment:** Within 15 days upon submission of complete and correct sales documents (Delivery Receipt and Sales/Charge Invoice) by the Supplier.

I hereby certify that all statements indicated under the **Statement of Compliance** and **Bidder’s Remarks** are true and correct, otherwise, if found untrue and incorrect either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Bidder’s Signature over Printed Name

Date: _____

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOP

Class “A” Documents

Legal Documents

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

and

(b) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

and

(c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Area;

and

(d) Tax Clearance per E.O No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

(f) Statement of the prospective bidder of all its ongoing government and private contract, 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 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 the Bid Security. If in the form of 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 may include production / delivery schedule, manpower, requirement, and/or after-sales/parts, if applicable; **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.

Technical Documents

(k) The Supplier's audited financial statement, 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 (JVA) in case the joint venture is already in existence

Or

Duly notarized statements from all the potential 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.

II. FINANCIAL COMPONENT ENVELOP

(a) Original of duly signed and accomplished Financial Bid Form; **and**

(b) Original of duly signed and accomplished Priced Schedule(s) / Financial Proposal Sheet(s)

Working Draft