

# **NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS)**

## **Procurement of Various Butter Flavoring Ingredients for San Pablo Manufacturing Corporation**

SPMC-NP-2FB-2024-008B

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

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

**BAC** – Bids and Awards Committee.

**Quotation** – 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])

**Negotiation Documents** – The documents issued by the Procuring Entity as the bases for quotations, furnishing all information necessary for a prospective bidder to prepare a quotation 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. Request for Quotation***

## **Notes on the Request for Quotation**

The Request for Quotation (RFQ) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The RFQ 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 Negotiation Documents, the RFQ should also indicate the following:

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

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



# Republic of the Philippines

## Office of the President

COCONUT INDUSTRY INVESTMENT FUND OIL MILLS GROUP (CIIF-OMG)  
(LEGASPI OIL COMPANY, INC., SAN PABLO MANUFACTURING CORPORATION,  
SOUTHERN LUZON COCONUT OIL MILL, INC., CAGAYAN DE ORO OIL COMPANY,  
INC., GRANEXPORT MANUFACTURING CORPORATION, ILIGAN COCONUT  
INDUSTRIES, INC.)

4<sup>th</sup> Floor Palacio Del Gobernador, General Luna St., Intramuros, Manila



Request for Quotation No.: **SPMC-NP-2FB-2024-008B**

Date of Posting: November 15, 2024

## REQUEST FOR QUOTATION

### Procurement of Various Butter Flavoring Ingredients for San Pablo Manufacturing Corporation

1. The Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC), through the *2024 Corporate Budget* intends to apply the sum of **One Million Three Hundred One Thousand Five Hundred Twelve Pesos and 43/100 (P1,301,512.43)** inclusive of all applicable government taxes being the ABC to payments under the contract for the *Procurement of Various Butter Flavoring Ingredients for San Pablo Manufacturing Corporation*. Quotations received in excess of the ABC shall be automatically rejected at the opening of quotations.

The Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC), through the *2024 Corporate Budget* intends to apply the sum of:

Item	Particulars / Description	Quantity	ABC
1	Butter Flavor 1 for Margarine	100 Kg	P 649,000.35
2	Butter Flavor 2 for Margarine	200 Kg	P 158,400.00
3	Butter Flavor 3 for Margarine	175 Kg	P 494,112.08
Total			P1,301,512.43

2. With the approval of BAC Resolution Number SPMC-2024-016B-BAC4-01 declaring the 2<sup>nd</sup> Failure of Bidding and change of Mode of Procurement to Negotiated Procurement – Two Failed Biddings in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations (RIRR) of RA9184, the *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC)* now invites PhilGEPS registered, technically, legally, and financially capable suppliers to participate in the Negotiated Procurement for the above Procurement Project.
3. Delivery of the Goods is required as specified in the Schedule of Requirements. Bidders should have completed, within *Five (5) years* from the date of submission and receipt of quotations, a contract similar to the Project. The description of an eligible bidder is contained in the Negotiation Documents, particularly, in Section II (Instructions to Bidders).



4. The Bids and Awards Committee IV (BAC 4 ) will engage in negotiation with a sufficient number of suppliers to ensure effective competition. The selection of the successful offer will be based on the best and final offer that will be submitted on the specified date shown below, and which would meet the minimum technical specifications required.

5. The schedule of procurement activities is herein stated below:

ACTIVITIES	SCHEDULE	VENUE/MODE
1. Issuance and availability of Request for Quotation	November 15, 2024 to November 29, 2024 (9:00am to 5:00pm)	4F Palacio del Gobernador, General Luna St., Intramuros, Manila
2. Conduct of Pre-Negotiation Conference	November 22, 2024, 9:30am	4F Palacio del Gobernador, General Luna St., Intramuros, Manila and/or Through video conferencing via zoom application Meeting ID: 837 5677 5827 Passcode: 044745
3. Deadline for submission of quotation and documentary requirements	November 29, 2024, 9:00am	4F Palacio del Gobernador, General Luna St., Intramuros, Manila
4. Opening of Quotations	November 29, 2024, 9:30am	4F Palacio del Gobernador, General Luna St., Intramuros, Manila and/or Through video conferencing via zoom application Meeting ID: 831 0006 8812

6. Interested Bidders may obtain further information from the BAC Secretariat during office hours from 9:00am to 5:00pm.
7. A complete set of Negotiation Documents may be acquired by interested Bidders on *November 15, 2024* from the given address and website(s) below *and upon payment of the applicable fee for the Negotiation/Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:*

Approved Budget for the Contract	Bid Docs fee
500,000 and below	P500.00
More than 500,000 up to 1Million	P1,000.00
More than 1Million up to 5Million	P5,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person, by facsimile, or through electronic means. Bidder/s may get the Negotiation Documents for free upon presentation of Official Receipt and proof that the latter previously submitted its bid for this project (Procurement of Various Butter Flavors – SPMC-2024-016/SPMC-2024-016B).

8. The offers/quotations must be duly received by the BAC Secretariat through manual submission, at the office address indicated below on or before November 29, 2024 at 9:00AM. Late submission shall not be accepted
9. All Quotations must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Opening of Quotations/Proposals shall be on *November 29, 2024, 9:30AM* through hybrid set-up. Bidders may be physically present at CIIF-OMG at the given address below and/or through video conferencing or webcasting *via Zoom Application (Meeting ID: 831 0006 8812)*. Quotations/Proposals will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC)* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:  
  
Angelita G. Rapada  
BAC Secretariat  
4th Floor, Palacio del Gobernador,  
General Luna St., Intramuros, Manila  
Telephone Number: (632) 8892-2927  
Email Address: [arapada@ciif.ph](mailto:arapada@ciif.ph)
13. You may visit the following websites:  
  
For downloading of Bidding Documents: [www.ciif.ph](http://www.ciif.ph)

Originally Signed

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CARLOS JASON T. SILVA  
Chairperson, Bids and Awards Committee IV

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

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

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



## 1. Scope of Quotation/Bid

The Procuring Entity, Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC) wishes to receive Bids for the Procurement of Various Butter Flavor Ingredients for San Pablo Manufacturing Corporation with identification number SPMC-NP-2FB-2024-008B.

The Procurement Project (referred to herein as “Project”) is composed of:

Item	Particulars / Description	Quantity	ABC
1	Butter Flavor 1 for Margarine	100 Kg	P 649,000.35
2	Butter Flavor 2 for Margarine	200 Kg	P 158,400.00
3	Butter Flavor 3 for Margarine	175 Kg	P 494,112.08
Total			P1,301,512.43

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 **2024 Corporate Budget** in the amount of **P1,301,512.43**

2.2. The source of funding is:

a. GOCC and GFIs, the proposed Corporate Operating Budget.

## 3. Negotiation Requirements

The Negotiation Procurement – Two Failed Biddings 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 **RFQ** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Quotation, 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 Negotiation 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 Quotations 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:

*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 (expendable Supplies and Services)*

- 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 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-Negotiation Conference**

The Procuring Entity will hold a pre-negotiation conference for this Project on the specified date and time and either at its physical address at 4<sup>th</sup> floor, Palacio del



Gobernador, General Luna St., Intramuros, Manila and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **RFQ**.

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

Prospective bidders may request for clarification on and/or interpretation of any part of the Negotiation 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 **RFQ**, at three (3) calendar days before the deadline set for the submission and receipt of Bids.

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Quotation 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 **Five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the quotations, 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 Quotation: Financial Component**

- 11.1. The second quotation envelope shall contain the financial documents for the Quotation 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 quotation exceeding the ABC indicated in paragraph 1 of the **RQF** 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. Price Offers

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 the **BDS**.

## 13. Price Quotation 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:

- a. Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **March 29, 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Quotations

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Quotation. 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 quotations through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Quotation, 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 Quotations

- 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 **RFQ**.

## 17. Opening and Preliminary Examination of Quotations

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

In case the Quotations 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 quotations shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## 18. Domestic Preference

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

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

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

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Quotations rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Quotations under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial quotations, 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 14 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:

*One Project having several items, which shall be awarded as separate contracts per item*

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Quotations 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 Quotation, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), the appropriate licenses and permits required by law and other documents, if any, as 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***

### **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	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. <b><u>Food Flavoring, Enhancer and other Food Ingredient Products</u></b></li> <li>b. <i>Do not include contracts from CIIF Companies (Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. &amp; San Pablo Manufacturing).</i></li> <li>c. completed within Five (5) years prior to the deadline for the submission and receipt of bids.</li> </ol>
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> <ol style="list-style-type: none"> <li>a. The amount of not less than <b><u>P26,030.25</u></b> [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><u>P65,075.62</u></b> [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</li> </ol> <p>NOTE: The above computation is for the submissions covering all items with the total ABC of One Million Three Hundred One Thousand Five Hundred Twelve Pesos and 43/100 (<b><u>P1,301,512.43</u></b>). For purposes of determining the amount of the bid security in procurement allowing quotations for a single or multiple lots, if applicable, the bid security shall be based upon the sum of the ABC for each of the lots or items for which quotations are submitted.</p> <p>The bid securities must be valid until <b><u>March 29, 2025</u></b>.</p>
15	<p>Each Bidder shall submit one (1) original, one (1) duplicate and PDF file copy of the first (technical) and second (financial) components of its quotation. The PDF file copy shall be saved in two (2) USBs (USB#1 – for technical and USB#2 – for financial component). Documents to be submitted shall be properly tabbed and labeled.</p> <p>The main envelope shall be labeled with the following details:</p> <p style="text-align: center;">Project Name: Procurement of Various Butter Flavor Ingredients for San Pablo Manufacturing Corporation</p> <p style="text-align: center;">Request for Quotation Number : SPMC-NP-2FB-2024-008B</p> <p style="text-align: center;">Name of the Bidder :</p> <p style="text-align: center;">“Do not open before 9:30AM on November 29, 2024.”</p>

19.3	<p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the Revised IRR of RA No. 9184.</p> <table><tr><th>Item</th><th>Particulars / Description</th><th>ABC</th></tr><tr><td>1</td><td>Butter Flavor 1 for Margarine</td><td>P 649,000.35</td></tr><tr><td></td><td>Butter Flavor 2 for Margarine</td><td>P 158,400.00</td></tr><tr><td></td><td>Butter Flavor 3 for Margarine</td><td>P 494,112.08</td></tr><tr><td colspan="2">Total</td><td>One Million Three Hundred One Thousand Five Hundred Twelve Pesos and 43/100 (<b>P1,301,512.43</b>)</td></tr></table>	Item	Particulars / Description	ABC	1	Butter Flavor 1 for Margarine	P 649,000.35		Butter Flavor 2 for Margarine	P 158,400.00		Butter Flavor 3 for Margarine	P 494,112.08	Total		One Million Three Hundred One Thousand Five Hundred Twelve Pesos and 43/100 ( <b>P1,301,512.43</b> )
Item	Particulars / Description	ABC														
1	Butter Flavor 1 for Margarine	P 649,000.35														
	Butter Flavor 2 for Margarine	P 158,400.00														
	Butter Flavor 3 for Margarine	P 494,112.08														
Total		One Million Three Hundred One Thousand Five Hundred Twelve Pesos and 43/100 ( <b>P1,301,512.43</b> )														
20.2	<p>The bidder shall be required to submit the following eligibility documents during post-qualification:</p> <ul style="list-style-type: none"><li>a) Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</li><li>b) Registration certificate from 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;</li><li>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 Areas;</li><li>d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and</li><li>e) 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.</li><li>f) Photocopy of Single Largest Completed Contract or Purchase Order</li><li>g) Others, if any:</li></ul> <p>Refer to Other Documents in the Checklist of Eligibility (Legal, Technical and Financial Documents), Financial and Other Documents to be submitted pursuant to Section 34.2 of the 2016 Revised IRR, as contained in Other Documents required from the bidder with the S/LCB.</p>															
21.1	<p>Documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 are as follows:</p> <ul style="list-style-type: none"><li>a) Contract Agreement;</li><li>b) Bidding Documents;</li><li>c) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;</li><li>d) Performance Security;</li><li>e) Notice of Award of Contract; and</li></ul>															

	<p>f) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned:</p> <p>Refer to Section VIII. Checklist of Technical and Financial Documents for other documents to be submitted pursuant to Section 37.2 of the 2016 Revised IRR, as contained in Other Contract Documents required from the bidder with the LCRB, HRRB, SCRB or SRRB.</p>
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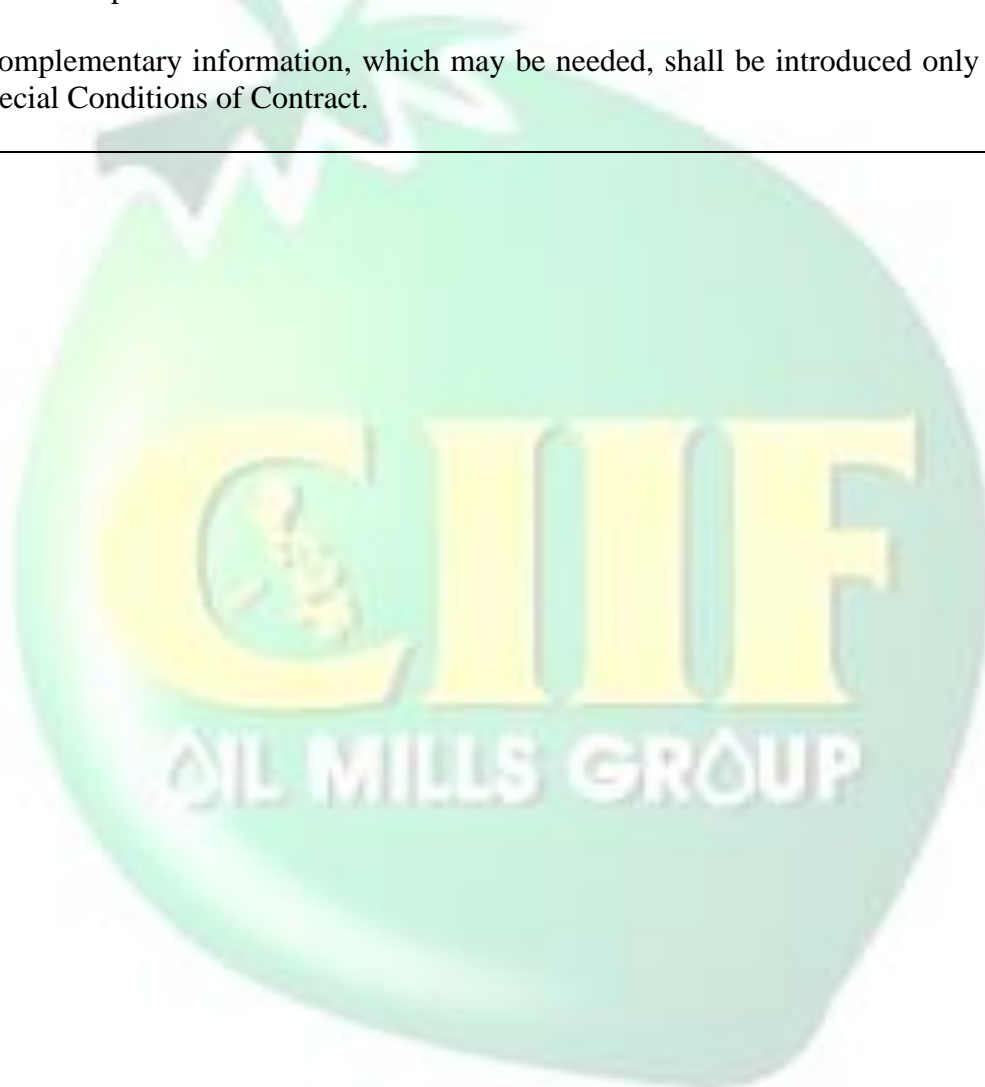
## ***Section IV. General Conditions of Contract***

### **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**.

## 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 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 tests in the **SCC, Section VII (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.

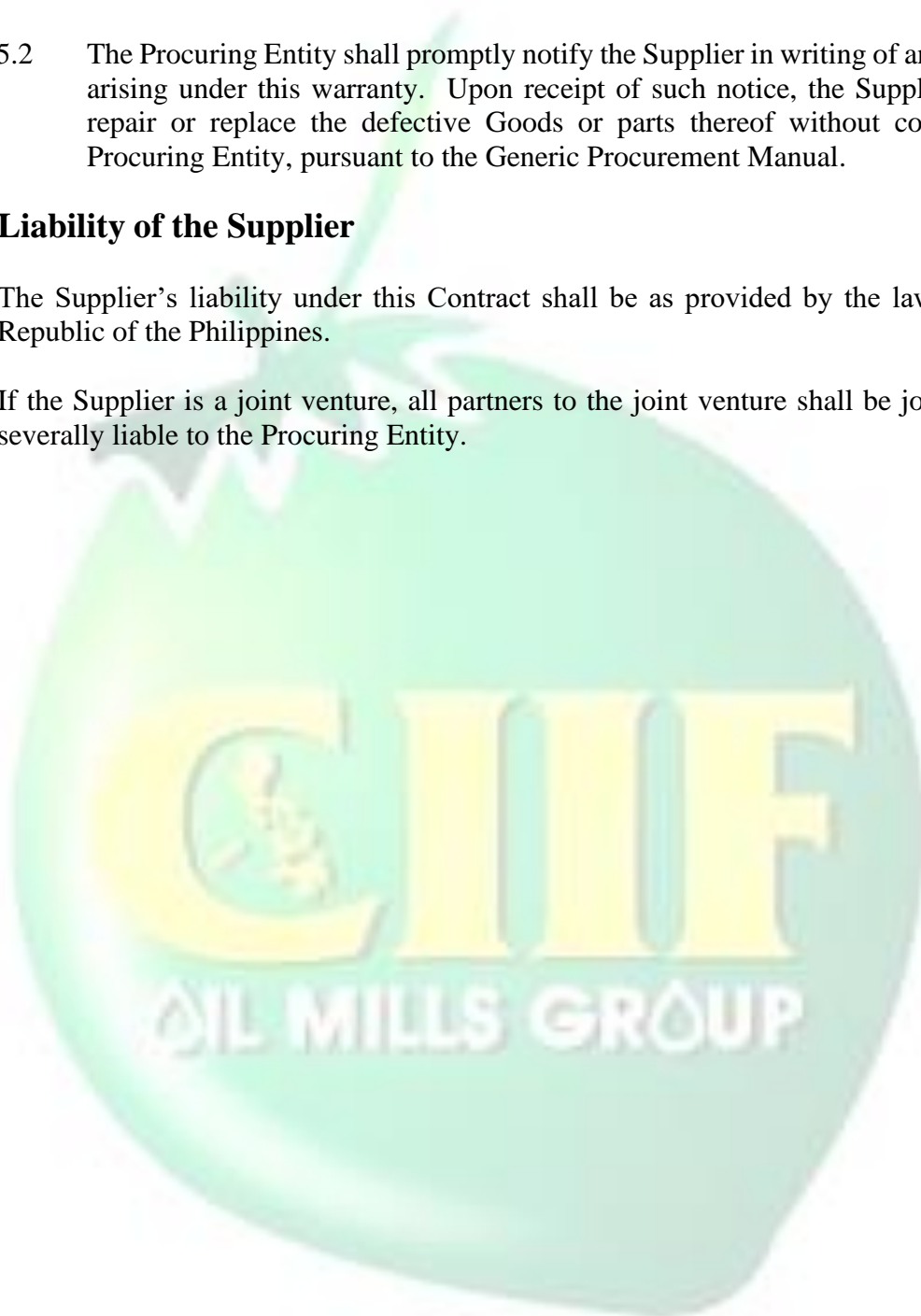
## **5. Warranty**

- 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><b>1. DURATION OF CONTRACT</b></p> <p>The Supplier shall undertake the Supply and delivery of Butter Flavor Ingredients as herein mentioned, covering the period from January to November 2025</p> <p>Delivery of the Butter Flavors 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 Entities representative is:</p> <p><b>JANELLE ERIKA R. MAGBOO</b></p> <p>Email Address: <a href="mailto:jrivera@ciif.ph">jrivera@ciif.ph</a></p> <p>Mobile Number: +639 774011606</p> <p><b>Delivery and Documents – (IF APPLICABLE)</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 abroad:]</i> “The delivery terms applicable to the Contract are DDP delivered to Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC) with business address at San Pablo Manufacturing Corporation, CAIP SEZ, Brgy San Antonio, San Pascual, Batangas City. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines:]</i> “The delivery terms applicable to this Contract are delivered to Coconut Industry Investment Fund</p> <p>- San Pablo Manufacturing Corporation (SPMC) with business address at San Pablo Manufacturing Corporation, CAIP SEZ, Brgy San Antonio, San Pascual, Batangas City. 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>Incidental Services -</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) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ol>

	<p>c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>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.</p> <p>f) The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Packaging –</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>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p>
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	<p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</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>Transportation –</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>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising</p>
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	from use of the Goods or any part thereof.
2.2	<p>Partial payment is allowed upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank in favor of the Procuring Entity. The advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount and shall remain valid until the goods are delivered and installed to be accompanied by a claim for advance payment (as stated in Annex "D" of IRR 2016 of RA9184).</p> <p>Other requirements before payment. Payment shall be Thirty (30) days upon submission of the following:</p> <ol style="list-style-type: none"> <li>1. Sales Invoice;</li> <li>2. Delivery Receipt; and</li> <li>3. Certificate of Acceptance and Receiving Report</li> </ol>
4	<p>The inspections and tests that will be conducted are:</p> <p>Delivery of the product shall be accompanied by the following documents:</p> <ol style="list-style-type: none"> <li>1. Valid Certificate of Analysis certified by the bidder's licensed Chemist showing the manufacturing date, expiration date, and compliance with the parameters required under Section VII – Technical Specifications.</li> <li>2. Microbial Test Report conducted on the actual specific batch of the delivered butter flavor, certified by any competent personnel.</li> <li>3. Valid Halal Production/Endorsement Certificate (HPEC) as applicable*, declaring the Halal Identity Number, batch identification number, date of production and expiry, and quantity.</li> <li>4. Third-party Test Reports for Refractive Index (applicable to Item 4 only) and microbiological properties which are considered valid for a year after the Test Report Date.</li> <li>5. Shelf life must be at least nine (9) months upon delivery.</li> </ol> <p><i>*Items that are sourced or shipped in bulk and is repacked by the supplier must be accompanied by an HPEC.</i></p>
5	<p>Warranty</p> <p>For the procurement of goods, a warranty shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, and one (1) year, in the case of Non-Expendable Supplies, after the acceptance by the Procuring Entity of the delivered supplies.</p> <p>The obligation for the warranty shall be covered by either:</p>

	<ul style="list-style-type: none"> <li><b>a.</b> Retention money in an amount equivalent to at least one percent (1%) of every progress payment; or</li> <li><b>b.</b> Special bank guarantee equivalent to at least one percent (1%) of the total contract price. The special bank guarantee must be contract specific, that is, it shall be executed for the special purpose of covering the warranty for the subject procurement contract.</li> </ul>
6	<p>When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.</p> <p>(Please refer to 3.1 of IRR 2016 of RA 9184)</p>



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

**(This form itself must be submitted.)**

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site, San Pablo Manufacturing Corporation located at Cocomchem-Agro Industrial Park-Special Economic Zone (CAIP-SEZ) Barangay San Antonio, San Pascual Batangas.

Terms of Delivery: Staggered delivery from January to November 2025;

<b>Item No.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>Total</b>	<b>DELIVERED, WEEKS/MONTHS</b>
1	Butter Flavor 1 for Margarine	At least 100 Kg	100 Kg	Delivery must be made ninety (90) days upon receipt of Notice to Deliver.
2	Butter Flavor 2 for Margarine	At least 100Kg (minimum) to 200 Kg (maximum)	200 Kg	Delivery must be made forty-five (45) to sixty (60) days upon receipt of Notice to Deliver.
3	Butter Flavor 3 for Margarine	At least 75 Kg (minimum) to 100 Kg (maximum)	175 Kg	Delivery must be made forty-five (45) to sixty (60) days upon receipt of Notice to Deliver.

**I hereby certify to comply and deliver all the above requirements.**

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printer Name of Representative**

\_\_\_\_\_  
**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

(This form itself must be submitted.)

*[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.]*

Item	Specification	Statement of Compliance
1	<p><b>Butter Flavor 1 for Margarine</b></p> <ul style="list-style-type: none"> <li>-Appearance: Solid Mass</li> <li>-Color, visual: Yellow</li> <li>-Odor: Characteristic of Butter, No off-odor</li> <li>-Acid Value: 40-50mg KOH/g</li> <li>-Standard Plate Count: 500 CFU/g, max</li> <li>-<i>Escherichia coli</i> Count: &lt;10 CFU/g</li> <li>-Coliform Count: &lt;10 CFU/g</li> <li>-<i>Staphylococcus aureus</i> Count: &lt;10 CFU/g</li> <li>-Yeast and Mold Count: 10 CFU/g, max</li> <li>-<i>Salmonella</i> Detection per 25g: Absent</li> </ul>	
2	<p><b>Butter Flavor 2 for Margarine</b></p> <ul style="list-style-type: none"> <li>-Appearance: Clear, Free-flowing Liquid</li> <li>-Color, visual: Lemon Yellow, Yellow, Light Luminous Yellow, Green to Luminous Yellow Green</li> <li>-Odor: Characteristic of Butter, No off-odor</li> <li>-Standard Plate Count: 500 CFU/g, max</li> <li>-<i>Escherichia coli</i> Count: &lt;10 CFU/g</li> <li>-Coliform Count: &lt;10 CFU/g</li> <li>-<i>Staphylococcus aureus</i> Count: &lt;10 CFU/g</li> <li>-Yeast and Mold Count: 10 CFU/g, max</li> <li>-<i>Salmonella</i> Detection per 25g: Absent</li> </ul>	
3	<p><b>Butter Flavor 3 for Margarine</b></p> <ul style="list-style-type: none"> <li>-Appearance: Viscous liquid, with white suspension</li> <li>-Color, visual: Cloudy Yellow</li> <li>-Odor: Typical Butter, Free from off or objectionable odor</li> <li>-Specific Gravity: 0.888-0.948</li> <li>-Standard Plate Count: 500 CFU/g, max</li> <li>-<i>Escherichia coli</i> count: &lt;10 CFU/g</li> </ul>	

	-Coliform Count: <10 CFU/g - <i>Staphylococcus aureus</i> Count: <10 CFU/g -Yeast and Mold count: 10 CFU/g, max - <i>Salmonella</i> Detection per 25g: Absent	
<b>DOCUMENTARY REQUIREMENTS</b> <i>Please submit the following documents as part of the submission under this Section VII (Technical Specifications), which shall be checked using a non-discretionary “pass/fail” criteria</i>		
	<ol style="list-style-type: none"> <li>1 <u>Affidavit of Compliance with Technical Specifications;</u></li> <li>2 <u>HACCP Plan;</u></li> <li>3 <u>Safety Data Sheet (SDS);</u></li> <li>4 <u>Valid FDA Certificate (License to Operate);</u></li> <li>5 <u>Valid Certificate of Product Registration issued by FDA;</u></li> <li>6 <u>Valid Halal Product Certificate issued by a Certifying Body recognized by the World Halal Council with a principal place of business in the Philippines;</u></li> <li>7 <u>Product Technical Specification Sheet/ Product Information Sheet</u></li> <li>8 <u>Allergen Declaration/Statement, Non-GM/GE Origin Statement (Non-GMO)</u></li> <li>9 <u>Certification issued by the bidder’s licensed Food technologist/Chemist or any competent personnel enumerating the ingredients, additives, and processing aids constituting the Butter Flavoring;</u></li> <li>10 <u>Method of production/process flow (Methodology) signed by a licensed Food Technologist/Chemist or any competent personnel;</u></li> <li>11 <u>Notarized Authority of the signing official/authorized representative of the bidder (Special Power of Attorney and Secretary’s Certificate)</u></li> </ol>	

**I hereby certify to comply with all the above Technical Specifications.**

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printer Name of Representative**

\_\_\_\_\_  
**Date**

## ***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 Quotation, 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.

If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, quotations that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the bidder “passed” in relation to the eligibility and technical documents in the first envelope.

# Checklist of Technical and Financial Documents

INSTRUCTIONS: The following required documents shall be accomplished, satisfied and submitted in chronological order to the BAC Secretariat, 4<sup>th</sup> Floor Palacio Del Gobernador, General Luna St., Intramuros, Manila, on November 29, 2024, not later than 9:00AM. Prospective Bidders are required to submit in three (3) copies (1 original, 1 duplicate copy and PDF File copy) each of the required documents. The PDF file copy shall be saved in two (2) USBs (USB#1 – for technical component and USB#2 – for financial component). All pages of the Quotation, including attachments thereto shall be initialed by the person signing the Quotation.

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; (See Annex “G”) **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; (See Annex “H”) **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; (See Annex “E”) **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (please accomplish Section Vi and VII); **and**
- ☐ (f) 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.
- ☐ (See Annex “F”)

#### Financial Documents

- ☐ (g) 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. (SEE Annex “J”)



### ***Class “B” Documents***

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## **II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (i) Original of duly signed and accomplished Price Quotation Form (SEE Annex “A”); **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s) (SEE Annex “B”);.

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

- ☐ (k) *[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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



## *Section IX. Forms*



**PRICE QUOTATION FORM**

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

Request for Quotation No: \_\_\_\_\_

To: (name and address of Procuring Entity)

After having carefully read, examined and accepted the terms and conditions in the Negotiation Documents for the “**Procurement of Various Butter Flavoring Ingredients for San Pablo Manufacturing Corporation**” including the Supplemental or Bid Bulletin Numbers [insert numbers], hereunder is our price proposal for the lot identified below:

Item No.	Particulars/ Description	Price Offer (in Php) (VAT inclusive)
1	Butter Flavor 1 for Margarine	
2	Butter Flavor 2 for Margarine	
3	Butter Flavor 3 for Margarine	

AMOUNT IN WORDS:

\_\_\_\_\_  
(VAT Inclusive)

The above-quoted price is inclusive of all costs and applicable taxes.

Very truly yours,

AUTHORIZED REPRESENTATIVE:

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

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

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

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

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

**ANNEX “B”**

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x (col 4)

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

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

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

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

**AUTHORITY OF SIGNATORY**

(For Corporation)

I, (Name of Corporate Secretary), legal age, Filipino, with business address at \_\_\_\_\_, after being duly sworn to in accordance with law do hereby depose and state:

That I am the duly elected Corporate Secretary of (Name of Corporation), a corporation duly organized and existing under and by virtue of applicable Philippine laws:

That at the special meeting of the Board of Directors of the said corporation, duly called and held at the principal office on (Date of Meeting) at which a quorum was presented and voting throughout the following resolution was unanimously approved to wit:

“RESOLVED, any of the following whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as attachment, is/are authorized to sign in behalf of the Corporation, to submit documents and represent solely for the purpose of complying with the **Negotiated Procurement-Two Failed Biddings for the Procurement of Various Butter Flavoring Ingredients for San Pablo Manufacturing Corporation.**

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIAL

IN WITNESS WHEREOF, I have hereunto affix my signature this \_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_.

PRINTED NAME/SIGNATURE  
CORPORATE SECRETARY

SUBSCRIBED AND SWORN TO before me in the City of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

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

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



**AUTHORITY OF SIGNATORY**  
(For Sole Proprietor/Partnership)

I, (Name of Owner/managing Partner), legal age, [Civil Status], Filipino, and residing at [address of affiant], after having been duly sworn to in accordance with law do hereby depose and state that:

1. I am the Sole Proprietor/Managing Partner of [Name of Supplier], with office address at [ Address of Supplier];
2. As the Sole Proprietor/managing Partner of [Name of Supplier], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the **Negotiated Procurement-Two Failed Biddings for the Procurement of Various Butter Flavoring Ingredients for San Pablo Manufacturing Corporation;**
3. As the Sole Proprietor/Managing Partner of [Name of Supplier], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the **Negotiated Procurement-Two Failed Biddings for the Procurement of Various Butter Flavoring Ingredients for San Pablo Manufacturing Corporation.**

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIAL

IN WITNESS WHEREOF, I have hereunto affix my signature this \_\_\_\_ day \_\_\_\_ of \_\_\_\_ at \_\_\_\_.

PRINTED NAME/SIGNATURE

SUBSCRIBED AND SWORN TO before me in the City of \_\_\_\_ this \_\_\_\_ day of \_\_\_\_ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

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Page No.\_\_\_\_\_  
Book No.\_\_\_\_\_  
Series of.\_\_\_\_\_

**Annex “E”**

**Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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

**BID SECURING DECLARATION**

**Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement 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 No. 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; and
  - 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 OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_ day of \_\_\_\_\_  
2024 in \_\_\_\_\_, affiant, who is personally known to me, exhibiting to  
me the following:

Affiant	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date
NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE,		

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

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

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

Series of 2024.

**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

SUBSCRIBED AND SWORN to before me this \_\_ day of \_\_\_\_\_ 2024 in \_\_\_\_\_, affiant, who is personally known to me, exhibiting to me the following:

Affiant	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date
NAME OF BIDDER’S AUTHORIZED REPRESENTATIVE,		

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

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS  
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

**NAME OF CONTRACT TO BE BID: PROCUREMENT OF VARIOUS BUTTER  
FLAVORING INGREDIENTS FOR SAN PABLO  
MANUFACTURING CORPORATION**

This is to certify that \_\_\_\_\_ has the following ongoing government and private contracts including contracts awarded but not yet started:

Name of the Contract	Date of the Contract	Contract of Duration	Owner's Name & Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract	Date of Delivery
I. GOVERNMENT							
II. PRIVATE							

**INSTRUCTIONS:**

- State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- 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.

Note: The supporting documents stated below shall be presented during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder:

- Notice of Award or any equivalent documents;
- Notice to Proceed or any equivalent documents; and
- Other supporting documents

**CERTIFIED CORRECT:**

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## ANNEX “H”

### STATEMENT OF THE BIDDER’S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

NAME OF CONTRACT TO BE BID: PROCUREMENT OF VARIOUS BUTTER FLAVORING  
INGREDIENTS FOR SAN PABLO MANUFACTURING  
CORPORATION

This is to certify that \_\_\_\_\_ has the following Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least Twenty-Five Percent (25%) of the Approved Budget to the Contract (ABC) within the last five (5) years:

Name of Contract	Date of Contract	Duration of Contract	Owner’s Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User’s Acceptance or Official Receipt(s) or Sales Invoice (If completed)

Instructions:

- Cut-off date: The day before the deadline of submission and opening of bids.
- In the column for “End-user’s Acceptance”, indicate the date of acceptance or Official Receipt(s)
- or Sales Invoice.

Note: The supporting documents stated below shall be presented during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder.

- Contract or Purchase Order;
- Sales Invoice; and
- Certificate of Performance/Acceptance

CERTIFIED CORRECT:

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## ANNEX “I”

### **Contract Agreement Form for the Procurement of Goods (Revised)**

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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#### **CONTRACT AGREEMENT**

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, particularly [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 in specified currency]* (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements;
  - ii. Technical Specifications;
  - iii. General and Special Conditions of Contract; and
  - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents 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;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and

- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*  
for:

*[Insert Signatory's Legal Capacity]*  
for:

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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



## **ANNEX “J”**

### **COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY**

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

**NFCC** = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

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

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by 15	
Sub-Total	
Minus: Value of Outstanding Contracts	
<b>NFCC</b>	

Submitted By:

\_\_\_\_\_  
Name of the Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

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

**SWORN CERTIFICATION / AFFIDAVIT OF COMPLIANCE  
WITH THE TECHNICAL SPECIFICATIONS  
RE: VARIOUS BUTTER FLAVORING INGREDIENTS FOR SAN  
PABLO MANUFACTURING CORPORATION**

I, [NAME OF BIDDER’S AUTHORIZED REPRESENTATIVE], Filipino, of legal age, with address at [BIDDER’S ADDRESS], after having been duly sworn in accordance with law, depose and state:

1. I am the President/Chief Executive Officer of [NAME OF BIDDER]. I have been duly authorized by the [NAME OF BIDDER]’s Board of Directors to execute this *Sworn Certification* on behalf of [NAME OF BIDDER], as shown by the secretary’s certificate attesting to the board resolution that is attached hereto as **Annex “K”**.
2. In connection with the [NAME OF BIDDER]’s bid for the “*Procurement of Various Butter Flavoring Ingredients for San Pablo Manufacturing Corporation (SPMC-NP-2FB-2024-008B)*” (“Project”), I hereby attest on behalf of [NAME OF BIDDER] that:
  - 2.1. [NAME OF BIDDER] represents and warrants that the Butter Flavoring Ingredients for San Pablo Manufacturing Corporation to be supplied by [NAME OF BIDDER] complies with the specifications under the Negotiation Documents;
  - 2.2. [NAME OF BIDDER] recognizes and accepts that compliance with the representation and/or warranty expressed in Clause 2.1 of this *Sworn Certification* is a continuing requirement. Should it be awarded the Contract for the Project, [NAME OF BIDDER] binds itself that it shall continue to comply with the said representation and/or warranty

until the [NAME OF BIDDER] has completely delivered to San Pablo Manufacturing Corporation the Butter Flavoring Ingredients being contemplated by the Negotiation Documents;

2.3. [NAME OF BIDDER] shall strictly comply with terms of the Negotiation Documents and the corresponding Bid Bulletins that may be issued in connection therewith;

2.4. Without prejudice to the other remedies that are available to **SAN PABLO MANUFACTURING CORPORATION**, [NAME OF BIDDER] unconditionally accepts that its failure to comply with any of the undertakings mentioned herein, or the falsity of the information provided above, will result in the forfeiture of its bid security/performance bond in favor of **SAN PABLO MANUFACTURING CORPORATION**; and

2.5. [NAME OF BIDDER] represents and warrants that all the foregoing information are true and correct. Any falsity, error, or misrepresentation shall automatically disqualify [NAME OF BIDDER] from being awarded the Contract for the Project.

3. I am executing this *Sworn Certification/Affidavit of Compliance with the Technical Specifications* to attest to the truth of the foregoing.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_ 2024 in \_\_\_\_\_.

**[NAME OF BIDDER'S  
AUTHORIZED REPRESENTATIVE],**  
*Affiant*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_ 2024 in \_\_\_\_\_, affiant, who is personally known to me, exhibiting to me the following:

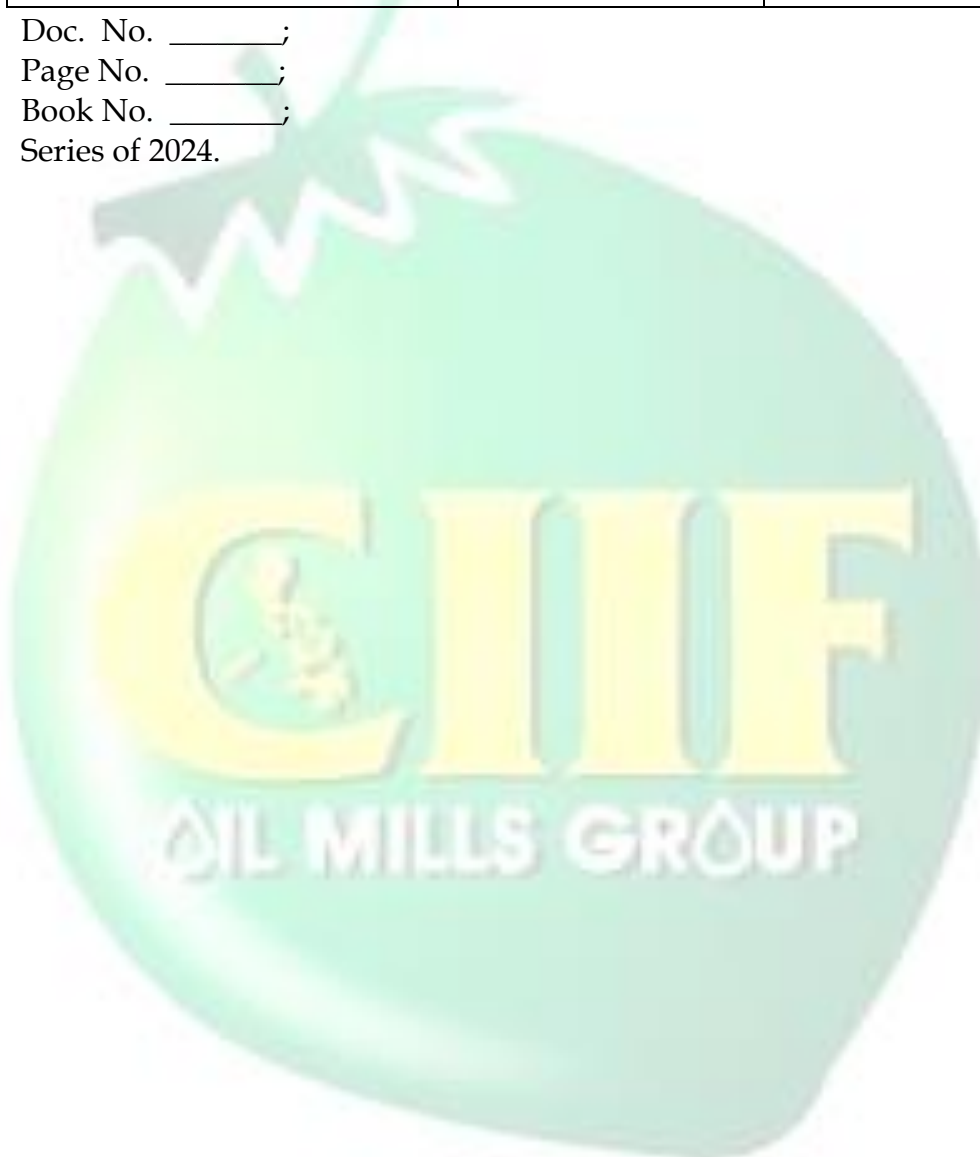
Affiant	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date
NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE,		

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

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

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

Series of 2024.



## *Section X. Appendix*





## Annex “L”

Sealing of Bids as defined in Section 15 of the ITB (Illustration of bids with 1 original, 1 duplicate and PDF File copy, each box in the diagram represents a sealed

