

Republic of the Philippines  
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT  
FIELD OFFICE CARAGA  
CAPITOL SITE, BUTUAN CITY

# **PHILIPPINE BIDDING DOCUMENTS**

**SUPPLY AND DELIVERY OF COMMERCIAL  
POWDERED MILK FOR SUPPLEMENTARY  
FEEDING PROGRAM 14TH CYCLE  
IMPLEMENTATION C.Y. 2024  
(2<sup>ND</sup> POSTING)**

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# *Section I. Invitation to Bid*

**Department of Social Welfare and Development**  
Field Office Caraga  
Butuan City

**INVITATION TO BID FOR  
SUPPLY AND DELIVERY OF COMMERCIAL POWDERED MILK FOR  
SUPPLEMENTARY FEEDING PROGRAM 14TH CYCLE  
IMPLEMENTATION C.Y. 2024 (2<sup>ND</sup> POSTING)**

1. The Department of Social Welfare and Development – Field Office Caraga, through the *General Appropriations Act for C.Y. 2024* intends to apply the sum of **Eleven Million Four Hundred Thousand Pesos Only (Php11,400,000.00)** being the ABC to payments under the contract ***SUPPLY AND DELIVERY OF COMMERCIAL POWDERED MILK FOR SUPPLEMENTARY FEEDING PROGRAM 14TH CYCLE IMPLEMENTATION C.Y. 2024 (2<sup>ND</sup> POSTING)***. Bids received in excess of the ABC shall be automatically rejected at bid opening, to wit:

LOT DETAILS	LOT DESCRIPTION	ABC
LOT 1: POWDERED MILK, (33g.) Regular Flavor	GIGAQUIT, SURIGAO DEL NORTE - 73,230 pcs.	Eight Million Sixty-Six Thousand Eight Hundred Eighty Pesos Only <b>(PhP8,066,880.00)</b>
	PLACER, SURIGAO DEL NORTE - 75,630 pcs.	
	ALEGRIA, SURIGAO DEL NORTE - 52,830 pcs.	
	TAGANAAN, SURIGAO DEL NORTE - 60,630 pcs.	
	SAN FRANCISCO, SURIGAO DEL NORTE - 37,230 pcs.	
	SAN LUIS, AGUSAN DEL SUR - 204,630 pcs.	
LOT 2: POWDERED MILK, (33g.) Regular Flavor	STA. MONICA, SIARGAO, SURIGAO DEL NORTE – 39,630 pcs.	Three Million Three Hundred Thirty-Three Thousand One Hundred Twenty Pesos Only <b>(PhP3,333,120.00)</b>
	SAN ISIDRO, SIARGAO, SURIGAO DEL NORTE – 34,830 pcs.	
	PILAR, SIARGAO, SURIGAO DEL NORTE - 54,630 pcs.	
	LIBJO, PROVINCE OF DINAGAT ISLANDS - 79,230 pcs.	
<b>TOTAL</b>	<b>712,500 pcs.</b>	<b>Php11,400,00.00</b>

2. The Department of Social Welfare and Development – Field Office Caraga now invites bids for the above Procurement Project. The delivery shall commence on the following schedules:

**1<sup>ST</sup> DELIVERY - September 30, 2024**  
**2<sup>ND</sup> DELIVERY - October 16, 2024**  
**3<sup>RD</sup> DELIVERY - November 3, 2024**

Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is

contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the Department of Social Welfare and Development – Field Office Caraga and inspect the Bidding Documents at the address given below during office hours 8:00 am to 5:00 pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **August 14, 2024 – September 4, 2024 before 1:30pm**, from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in a lot basis, in the amount stipulated below.* The Procuring Entity shall allow the bidder to present its proof of payment for the fees and it may present in person, by facsimile, or through electronic means.

<b>LOT NO.</b>	<b>BIDDING DOCUMENTS FEE</b>
LOT 1	PhP10,000.00
LOT 2	PhP5,000.00

6. The Department of Social Welfare and Development – Field Office Caraga will hold a **Pre-Bid Conference** on **August 22, 2024 at 2:00 p.m.** at Conference Hall, Pahigayon Building, DSWD Field Office Caraga, Capitol Site Compound, Butuan City and/or through video conferencing or webcasting *via Google Meet with details stated below*, which shall be open to prospective bidders.

**Google Meet Link:** [meet.google.com/ohh-fibr-cdu](https://meet.google.com/ohh-fibr-cdu)

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **September 4, 2024 1:30 p.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **September 4, 2024, 2:00 p.m.** at Conference Hall, Pahigayon Building, DSWD Field Office Caraga, R. Palma Street, Butuan City and/or via ***Google Meet with details stated below.*** Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

**Google Meet Link:** [meet.google.com/fry-souq-njg](https://meet.google.com/fry-souq-njg)

10. The Department of Social Welfare and Development – Field Office Caraga reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Elizabeth C. Lipa  
Head, BAC Secretariat  
DSWD Field Office Caraga  
Capitol Site, Butuan City  
Contact No. 0917-651-7458  
Email address: [\*\*bac.focrg@dswd.gov.ph\*\*](mailto:bac.focrg@dswd.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: *caraga.dswd.gov.ph/category/procurements*  
or *notices.philgeps.gov.ph*

August 14, 2024

**JEAN PAUL S. PARAJES**  
Chairperson  
Bids and Awards Committee



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

### **1. Scope of Bid**

The Procuring Entity, Department of Social Welfare and Development – Field Office Caraga wishes to receive Bids for the ***SUPPLY AND DELIVERY OF COMMERCIAL POWDERED MILK FOR SUPPLEMENTARY FEEDING PROGRAM 14TH CYCLE IMPLEMENTATION C.Y. 2024 (2<sup>nd</sup> POSTING)*** with **PROJECT IDENTIFICATION NUMBER 24-06-1410**.

The Procurement Project (referred to herein as “Project”) is composed of one (2) 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 C.Y. 2024 in the amount of :

LOT 1: POWDERED MILK, (33g.) Regular Flavor - **Eight Million Sixty-Six Thousand Eight Hundred Eighty Pesos Only (PhP8,066,880.00)**

LOT 2: POWDERED MILK, (33g.) Regular Flavor - **Three Million Three Hundred Thirty-Three Thousand One Hundred Twenty Pesos Only (PhP3,333,120.00)**

2.2. The source of funding is:

a. NGA, *the General Appropriations Act for C.Y. 2024*.

### **3. Bidding Requirements**

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

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

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

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

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

#### **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### **6. Origin of Goods**

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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

- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at Conference Hall, Pahigayon Building, DSWD Field Office Caraga, Capitol Site Compound, Butuan 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) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid 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 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 *120 calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

The Procuring Entity may request additional two (2) 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,

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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.

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 at its physical address as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

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

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 purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

*[Include the following clauses if Framework Agreement will be used:]*

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

## *Section III. Bid Data Sheet*

<b>ITB Clause</b>							
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Supply/manufacturer/distributor of food products;</li> <li>b. completed within three (3) years prior to the deadline for the submission and receipt of bids;</li> </ul>						
7.1	Subcontracting is not allowed.						
10.1	<p><b>Documents comprising the Bid: Eligibility and Technical Components:</b></p> <p>The bidder shall submit the following additional documents (see Section VIII. Checklist of Technical and Financial Documents):</p> <table border="1" style="margin-left: 40px;"> <tbody> <tr> <td style="text-align: center;"><b>Lot 1</b></td> <td> <ul style="list-style-type: none"> <li>a. BIR Certificate of Registration;</li> <li>b. Valid HALAL Certificate;</li> <li>c. Valid FDA Certificate;</li> </ul> </td> </tr> <tr> <td style="text-align: center;"><b>Lot 2</b></td> <td> <ul style="list-style-type: none"> <li>a. BIR Certificate of Registration;</li> <li>b. Valid HALAL Certificate;</li> <li>c. Valid FDA Certificate;</li> </ul> </td> </tr> </tbody> </table>	<b>Lot 1</b>	<ul style="list-style-type: none"> <li>a. BIR Certificate of Registration;</li> <li>b. Valid HALAL Certificate;</li> <li>c. Valid FDA Certificate;</li> </ul>	<b>Lot 2</b>	<ul style="list-style-type: none"> <li>a. BIR Certificate of Registration;</li> <li>b. Valid HALAL Certificate;</li> <li>c. Valid FDA Certificate;</li> </ul>		
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<b>Lot 2</b>	<ul style="list-style-type: none"> <li>a. BIR Certificate of Registration;</li> <li>b. Valid HALAL Certificate;</li> <li>c. Valid FDA Certificate;</li> </ul>						
12	The price of the Goods shall be quoted DDP <i>in Philippine Pesos</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.						
14.1	<p>The bid security shall be valid for 120 calendar days and in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: center;">LOT NO.</th> <th style="text-align: center;">BID SECURITY AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">LOT 1</td> <td> <ul style="list-style-type: none"> <li>a. The amount of not less than <b><u>PhP161,337.6</u></b> (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>PhP403,344.00</u></b> (5% of ABC) if bid security is in Surety Bond.</li> </ul> </td> </tr> <tr> <td style="text-align: center;">LOT 2</td> <td> <ul style="list-style-type: none"> <li>a. The amount of not less than <b><u>PhP66,662.4</u></b> (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>PhP166,656.00</u></b> (5% of ABC) if bid security is in Surety Bond.</li> </ul> </td> </tr> </tbody> </table>	LOT NO.	BID SECURITY AMOUNT	LOT 1	<ul style="list-style-type: none"> <li>a. The amount of not less than <b><u>PhP161,337.6</u></b> (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>PhP403,344.00</u></b> (5% of ABC) if bid security is in Surety Bond.</li> </ul>	LOT 2	<ul style="list-style-type: none"> <li>a. The amount of not less than <b><u>PhP66,662.4</u></b> (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>PhP166,656.00</u></b> (5% of ABC) if bid security is in Surety Bond.</li> </ul>
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15	<p><b>Sealing and Marking of Bids:</b></p> <p>The bidder shall submit three (3) hard copies of the Technical Component and Financial Component of the bid (Original, Copy 1, Copy 2). Further, each component shall be sealed in separate envelopes and filed into one (1) mother envelope.</p>
19.3	<p>The Project will be awarded per lot, to wit:</p> <ul style="list-style-type: none"> <li>• LOT 1: MILK (POWDERED MILK, 33g.) Regular Flavor  GIGAQUIT, SDN - 73,230 pcs.  PLACER, SDN - 75,630 pcs.  ALEGRIA, SDN - 52,830 pcs.  TAGANAAN, SDN - 60,630 pcs.  SAN FRANCISCO, SDN - 37,230 pcs.  SAN LUIS, ADS - 204,630 pcs.</li> <li>• LOT 2: MILK (POWDERED MILK, 33g.) Regular Flavor  STA. MONICA, SIARGAO, SDN – 39,630 pcs.  SAN ISIDRO, SIARGAO, SDN – 34,830 pcs.  PILAR, SIARGAO, SDN - 54,630 pcs.  LIBJO, PDI - 79,230 pcs.</li> </ul>
20.2	<p>The following additional documents must be submitted during post-qualification:</p> <ol style="list-style-type: none"> <li>1. Latest income and business tax returns</li> <li>2. Sample Product</li> </ol>
21.2	<p><i>No further requirements</i></p>

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

### **1. Scope of Contract**

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

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

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

### **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### **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 tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered at the locations stipulated in Section VI. Schedule of Requirements. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the services at their final destination.”</p> <p>Provision of the services 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 <u><i>Ms. Ma. Lea R. Alegarbes</i></u></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</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> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol> <hr/> <ol style="list-style-type: none"> <li>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.</li> </ol> <p>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><b>Transportation –</b></p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof.</p>
2.2	<p><i>Advance payment is not allowed. Payment shall be made after the complete delivery and acceptance of the items.</i></p>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> <li>(a) The inspections and tests shall be conducted by the Procuring Entity or its representative at the final destination of the services.</li> <li>(b) The Procuring Entity may reject any equipment, services or any part thereof that fails to pass any inspection and/or test or does not conform to the requirements.</li> </ul>

## *Section VI. Schedule of Requirements*

Attached is the Delivery Scheme and Its Food Requirements for every delivery:

### SUPPLEMENTARY FEEDING PROGRAM PROVISION OF POWDERED MILK 14TH CYCLE IMPLEMENTATION

LOT	LGU	TOTAL POWDERED MILK(PCS.)	1ST DELIVERY (PCS.)	2ND DELIVERY (PCS.)	3RD DELIVERY (PCS.)	PLACE OF DELIVERY	DELIVERY DATE
LOT 1	GIGAQUIT, SURIGAO DEL NORTE	73,230	24,410	24,410	24,410	MSWD OFFICE	1ST DELIVERY - September 30, 2024  2ND DELIVERY - October 16, 2024  3RD DELIVERY - November 3, 2024
	PLACER, SURIGAO DEL NORTE	75,630	25,210	25,210	25,210	MSWD OFFICE	
	ALEGRIA, SURIGAO DEL NORTE	52,830	17,610	17,610	17,610	MSWD OFFICE	
	TAGANAAN, SURIGAO DEL NORTE	60,630	20,210	20,210	20,210	MSWD OFFICE	
	SAN FRANCISCO, SURIGAO DEL NORTE	37,230	12,410	12,410	12,410	MSWD OFFICE	
	SAN LUIS, SURIGAO DEL NORTE	204,630	68,210	68,210	68,210	MSWD OFFICE	
LOT 2	STA. MONICA, SIARGAO, SURIGAO DEL NORTE	39,630	13,210	13,210	13,210	MSWD OFFICE	
	SAN ISIDRO, SIARGAO, SURIGAO DEL NORTE	34,830	11,610	11,610	11,610	MSWD OFFICE	
	PILAR, SIARGAO, SURIGAO DEL NORTE	54,630	18,210	18,210	18,210	MSWD OFFICE	
	LIBJO, PROVINCE OF DINAGAT ISLANDS	79,230	26,410	26,410	26,410	MSWD OFFICE	
<b>TOTAL</b>		<b>712,500</b>	<b>237,500</b>	<b>237,500</b>	<b>237,500</b>		

**CONFORMED BY:**

\_\_\_\_\_  
Name of Company/Bidder  
Signature over Printed Name of Representative  
Date: \_\_\_\_\_

## *Section VII. Technical Specifications*

Bidders must state here either “*Comply*” or “*Not comply*” in the column “Statement of Compliance” against each individual parameter of each “Specification”.

ITEM NO.	UNIT	ITEM & SPECIFICATION	STATEMENT OF COMPLIANCE
1	pcs	<b>COMMERCIAL POWDERED MILK</b>	
		At least 33g Serving size per pack	
		Pack in printed foil laminate sachet	
		Clean and dry packaging	
		No holes in the packaging	
		White to Pale Cream in color	
		No lumps	
		No foul odors	
		Free from visible dark particles	
		At least 148 kcal	
		At least 5g of Protein per serving	
		Fortified with Micronutrient/s	
		Halal Compliant (Must Present Certificate)	
		FDA Compliant (Must Present Certificate)	
		Expiry - At least 9 months from the date of the delivery	

### TERMS AND CONDITIONS

1. All PRICES QUOTED herein are valid, binding, and effective for the entire bidding process.
2. All quotations shall be in accordance with the **Approved Budget Cost and place of delivery based on the technical requirements reflected in the bidding documents.**
3. Prices quoted shall be inclusive of all costs including transportation, freight and handling and other incidental expenses that may be incurred to the indicated delivery site.
4. The **Bidder** is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
5. It shall be the sole responsibility of the **Bidder** to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to

be bid, including (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

6. The DSWD shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the DSWD.
7. The **Bidder** shall bear all costs associated with the preparation and submission of his bid, and the DSWD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
8. Before submitting their bids, the **Bidder** is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
9. The **Bidder** should note that the DSWD will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.
10. **AWARDEE** shall be responsible for the source(s) of his supplies/materials and shall make deliveries in accordance with the schedule, quality, and specifications of the award and **contract agreement**. Failure by the **AWARDEE** to comply with the same shall be grounds for cancellation of the award and **contract agreement** issued to that **AWARDEE**. The DSWD shall have the right to re-award the item(s) to the **ALTERNATE AWARDEE**.
11. **AWARDEE** shall pick up **notice of award** issued in his favor within **three (3) days** after receipt of notice to that effect. A telephone call, fax transmission, or e-mail shall constitute an official notice to the **AWARDEE**. Thereafter, if the **contract agreement(s)** remain unclaimed, the said **contract agreement(s)** shall be sent by **messenger** service to the **AWARDEE** at the latter's expense. To avoid delay in the delivery of the requesting agency's requirement, **all DEFAULTING AWARDEES** shall be precluded from proposing or submitting a substitute sample.
12. **AWARDEE** shall complete the delivery of the items expected of him/her **as specified in Section VI. Schedule of Requirements**.
13. The Bidder shall deliver the same brand of items specified on the submitted Technical and financial bid and the sample presented during post-qualification. Revisions of the brand without the approval of the Procuring Entity shall be grounds for disqualification and will be rejected during delivery.
14. The Bidder shall ensure no disruption of deliveries to prevent stoppage of Feeding implementation so that the nutritional improvement of the beneficiaries will be attained
15. Subject to the provisions of the preceding paragraph, where **AWARDEE** has accepted a **contract agreement** but fails to deliver the required product(s) within the time called for in the same order, and no approved extension of contract granted by the Procuring Entity, a penalty of one-tenth of one percent (0.01) of the cost of the unperformed portion for every day of delay. Thereafter if **AWARDEE** has not completed delivery within the approved extended period, the subject **contract agreement** shall be cancelled, and the



award for the undelivered balance withdrawn from that **AWARDEE**. The DSWD shall then purchase the undelivered balance from such other source(s) as it may determine, with the difference in price to be charged against the **DEFAULTING AWARDEE**. Refusal by the **DEFAULTING AWARDEE** to shoulder the price difference shall be grounds for his disqualification from future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under RA 9184 and its IRR.

16. **Packaging** – The Supplier shall provide such packaging of the items 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.
17. **Warranty** – Delivered items must come with a warranty period of three (3) months from the date of delivery. This warranty shall cover any manufacturing defects discovered in the delivered items.
18. **Transportation** – Where the Supplier is required under Contract to deliver the items, transport of the items 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.
19. The DSWD accepts no liability for the damage of items during transit. In the case of items supplied from within the Philippines or supplied by a domestic Supplier risk and title will not be deemed to have passed to the DSWD until their receipt and final acceptance at the final destination.
20. Inspection and acceptance of DSWD concerned committees, Technical Working Group (TWG), and the End-user shall be conducted during delivery. The **AWARDEE** shall notify the DSWD at least one (1) week before the schedule of delivery to the site. The supplier shall only deliver the goods to an authorized DSWD Representative.
21. Supplier shall guarantee his/her deliveries to be free from defects. Any defective/undesirable items thereof that may be discovered by the DSWD Caraga and Representative from the LGU WITHIN THE DAY OF INSPECTION shall be replaced by the supplier ON THE SAME DAY OF ACCEPTANCE. **AWARDEE** shall provide a service unit so as not to hinder the operation of the end user and shall cover all expenses.  
  
**21.a) The bidder shall supply a buffer stock of 2% for the item during delivery to replace any damaged/defective item during inspection.**
22. All duties, excise tax, and other taxes and revenue charges, if any, shall be for the **AWARDEE's** account. All transactions are subject to withholding of **creditable Value Added Tax (VAT) per Revenue Regulation No. 10-93 and local tax regulations adopted by the LGU per SP Ordinance No. 2235-2000**.
23. Payment shall be through CHECK/Advice to Debit Account (ADA) and shall be made after each delivery (**three deliveries**) and after acceptance of goods and reconciliation of pertinent documents. Payment will be made *within 15 calendar days upon submission of complete documents*.

24. The DSWD Caraga shall have the right to terminate this Agreement if the **AWARDEE** willfully violates any of the material conditions, stipulations, and covenants of this Agreement.
25. All provisions stipulated in the bidding documents that are vague or issues deemed excluded in the bidding documents shall be communicated to the DSWD-BAC Secretariat before the deadline of submission of bidding documents, for resolution with IRR of RA 9184 as reference law and guidelines.
26. Unresolved issues or questions that will surface in the course of this procurement will be referred to IRR of RA 9184 and other pertinent laws and regulations.

**Reservation Clause**

For transparency and pursuant to Section 41 of RA 9184 and its IRR, the Procuring Entity (PE) reserves the right to reject documents that do not comply with the requirement, waive any formalities of documents, or consider any submission of documents as substantial compliance, reject any and all bids, declare failure of bidding and not to award the contract without incurring any liability to the affected bidder/s if the funds/allotment for the project has been withheld or reduced through no fault of its own.

I hereby commit to comply with the above specified Technical Specifications for the Project: **SUPPLY AND DELIVERY OF COMMERCIAL POWDERED MILK FOR SUPPLEMENTARY FEEDING PROGRAM 14TH CYCLE IMPLEMENTATION C.Y. 2024 (2<sup>ND</sup> POSTING).**

**CONFORMED BY:**

\_\_\_\_\_  
Name of Company/Bidder  
Signature over Printed Name of Representative  
Date:

[Use this form for Framework Agreement:]

## ***Technical Specifications***

<b><i>TECHNICAL SPECIFICATIONS</i></b>			
<b><i>Item / Service</i></b>	<b><i>Maximum Quantity</i></b>	<b><i>Technical Specifications / Scope of Work</i></b>	<b><i>Statement of Compliance</i></b>
			<p><i>[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.]</i></p>

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

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

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- (b) BIR Certificate of Registration;

#### Technical Documents

- (c) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (d) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (f) Conformity with the Technical Specifications and Additional Documentary Requirements, which may include:
  - (a) production/delivery schedule (conformation of Section VI. Schedule of Requirements);
  - (b) manpower requirements (indicate manpower to be assigned in the project);
  - (c) and/or after-sales/parts, if applicable;
  - (d) Halal Certificate;
  - (e) FDA Certificate; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (h) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (i) 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***

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

**or**

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

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

- (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.

**25 FINANCIAL COMPONENT ENVELOPE**

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

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

**BID FORM**

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

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
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(if none, state “None”) ]

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

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

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

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

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

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

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

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

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

Date:



## **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 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

**[Jurat]**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized

representative(s) to verify all the documents submitted;

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

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

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**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: \_\_\_\_\_

