

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

PHILIPPINE BIDDING DOCUMENTS

**PROCUREMENT OF FAMILY FOOD PACKS
(PRE-PACKED) FOR BPSF BENEFICIARIES**

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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 ContractForm 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. (GPPBCircular 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 PROCUREMENT OF FAMILY FOOD PACKS (PRE-PACKED) FOR BPSF BENEFICIARIES

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 **Nine Million Pesos Only (PhP9,000,000.00)** as being the ABC to payment under the contract for the **PROCUREMENT OF FAMILY FOOD PACKS (PRE-PACKED) FOR BPSF BENEFICIARIES**. Bids received in excess of the ABC shall be automatically rejected during bid opening.
2. The Department of Social Welfare and Development – Field Office Caraga now invites bids for the above Procurement Project. Delivery of the Goods is required within **Thirty (30) calendar days after receipt of an approved Notice to Proceed**. Bidders should have completed, within **two (2) 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). Component of items per pack as follows:

Component	Qty. per Pack	Total Qty. Requirement
Vacuum-packed Premium Commercial Rice	2 packs of 3 kilos	16,000 packs of 3 kilos rice
Canned Corned Beef	4 tins	32,000 tins
Canned Sardines	2 tins	16,000 tins
Canned Tuna (flakes in oil)	4 tins	32,000 tins
Instant Coffee 3-in-1	5 sachets	40,000 sachets
Powdered Cereal Drink	5 sachets	40,000 sachets
Vacuum Rice Bag	2 bags	16,000 bags
Regular Slotted Carton (waxed) (packaging including scotch tape 2")	1 piece	8,000 slotted carton including scotch tape to sealed the carton
Labor (per box) for loading, unloading and vacuuming of rice	1 lot	1 lot
Transportation (Supplier to DSWD Warehouse)	1 lot	1 lot

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 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 **September 26, 2024 – October 16, 2024** 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 the amount of **Ten Thousand Pesos Only (PhP10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees and ***it may be presented in person, by facsimile, or through electronic means.***
6. The Department of Social Welfare and Development – Field Office Caraga will hold a Pre-Bid Conference on **October 3, 2024 @ 2:00 p.m.** at Conference Hall, 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/ycz-foux-cje
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **October 16, 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 **October 16, 2024 @ 2:00 p.m.** at Conference Hall, DSWD Field Office Caraga, Capitol Site Compound, Butuan City and/or via *Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
Google Meet Link: meet.google.com/ycz-foux-cje
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

Telephone No. 0917-651-7458

Email address: **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*

September 26, 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 **PROCUREMENT OF FAMILY FOOD PACKS (PRE-PACKED) FOR BPSF BENEFICIARIES**, with Project identification number 24-03-0802.

The Procurement Project (referred to herein as “Project”) is composed of **one (1)** lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding for C.Y. 2024 in the amount of **Nine Million Pesos Only (PhP9,000,000.00)**.

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 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 Declaration¹ 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 of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

- 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 may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as follows:

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

- 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 six (6) monthly** 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

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Supplier/manufacturer/distributor of food products. b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
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 in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a) The amount of not less than <u>PhP180,000.00</u> (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than <u>PhP450,000.00</u> (5% of ABC) if bid security is in Surety Bond.
19.1	All forms must be submitted using the prescribed format provided by the Procuring Entity and completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
19.3	Project will be awarded as one contract.
20.2	<p>The following additional documents must be submitted during post-qualification:</p> <ul style="list-style-type: none"> 1. Latest income and business tax returns for the last six months; 2. The prospective supplier must present a prototype of Prepacked Family Food Packs (with complete components) for evaluation of the Technical Working Group during Post-Qualification.
21.2	<i>Not further instructions</i>

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.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered at DSWD-FO Caraga Warehouse at Brgy. Port Poyohon, Butuan 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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Engr. Raul J. Sabandal.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ol style="list-style-type: none"> 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>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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</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 Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions 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</p>

	<p>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 from use of the Goods or any part thereof.</p>
2.2	<i>Advance payment is not allowed. Payment shall be made after complete delivery of the contract and reconciliation of pertinent documents.</i>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> (a) The inspections and tests shall be conducted by the Procuring Entity or its representative at the goods’ final destination. (b) The Procuring Entity may reject any goods or any part thereof that fail to pass any inspection and/or test, or do not conform to the specifications.

Section VI. Schedule of Requirements

PROCUREMENT OF FAMILY FOOD PACKS (PRE-PACKED) FOR BPSF BENEFICIARIES

The delivery schedule expressed stipulates hereafter a delivery date which is the date of delivery to the project site:

Component	Qty. per Pack	Total Qty. Requirement	Delivery Schedule
Vacuum-packed Premium/Commercial Rice	2 packs of 3 kilos	16,000 packs of 3 kilos rice	Within Thirty (30) calendar days after receipt of an approved Notice to Proceed at DSWD Warehouse located at Brgy. Port Poyohon, Butuan City
Canned Corned Beef	4 tins	32,000 tins	
Canned Sardines	2 tins	16,000 tins	
Canned Tuna (flakes in oil)	4 tins	32,000 tins	
Instant Coffee 3-in-1	5 sachets	40,000 sachets	
Powdered Cereal Drink	5 sachets	40,000 sachets	
Vacuum Rice Bag	2 bags	16,000 bags	
Regular Slotted Carton (waxed) (packaging including scotch tape 2")	1 piece	8,000 slotted carton including scotch tape to sealed the carton	
Labor (per box) for loading, unloading and vacuuming of rice	1 lot	1 lot	
Transportation (Supplier to DSWD Warehouse)	1 lot	1 lot	

I hereby commit to comply and deliver all of the above requirements in accordance with the above-stated schedule.

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

Section VII. Technical Specifications

ITEMS	SPECIFICATIONS	
Corned Beef	Type	Canned Corned-Beef, plain (not guisado/not chunky/not karne norte, in not easy-to-open can)
	Unit of Measurement	Tins
	Weight	At least 150 grams
	Label/Marking Requirements	<p>Certification: Certified Halal Product printed on the product label.</p> <p>Nutritional Information With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines."</p> <p>Expiration: Should indicate expiry of not less than two (2) years from the date of delivery</p>
	Packaging	<p>TIN CAN</p> <p>Can Thickness: Top End: 0.14 mm Bottom: 0.14 mm Body: 0.14mm</p> <p>No. of Beads: Minimum of 10 beads</p>
	Shelf Life:	Must have a shelf life of not less than two (2) years from the time of delivery.
	Others	The brand must be existing in the Philippine Market for at least 5 years.
Canned Tuna Flakes (Flakes in Oil)	Type	Canned Tuna, Flakes in Oil, Not Spicy
	Unit of Measurement	Tin
	Weight	At least 155 grams
	Label/Marking Requirements	<p>Certification: Certified Halal Product printed on the product label.</p> <p>Nutritional Information With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines."</p> <p>Expiration: Should indicate expiry of not less than two (2) years from the date of delivery</p>

	Packaging	TIN CAN Can Thickness: Top End: 0.14 mm Bottom: 0.14 mm Body: 0.14mm No. of Beads: Minimum of 10 beads
	Shelf Life	Must have a shelf life of not less than two (2) years from the time of delivery.
	Others	The brand must be existing in the Philippine Market for at least 5 years.
Canned Sardines (In tomato sauce)	Type	Canned Sardines, in tomato sauce, not spicy, in a not easy open can
	Unit of Measurement	Tin
	Weight	At least 155 grams <ul style="list-style-type: none"> At least 3-4 pieces of sardines or equivalent
	Label/Marking Requirements	Certification: Certified Halal Product printed on the product label. Nutritional Information With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines." Expiration: Should indicate expiry of not less than two (2) years from the date of delivery.
	Packaging	TIN CAN Can Thickness: Top End: 0.14 mm Bottom: 0.14 mm Body: 0.14mm No. of Beads: Minimum of 10 beads
	Shelf Life	Must have shelf life of not less than two (2) years from the time of delivery.
	Other	The brand must be existing in the Philippine Market for at least 5 years.
Instant Coffee	Type	Instant Coffee Mix, 3-in-1 mix (Coffee, Sugar and Creamer)
	Unit of Measurement	Sachets
	Weight:	At least 20-32 grams
	Label/Marking Requirements	Certification: Certified Halal Product printed on the product label. Nutrition Information With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-

		0030, otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines." Expiration: Should indicate expiry of not less than one (1) year from the date of delivery
	Packaging	Twin pack is acceptable. One twin pack is equivalent to two sachets provided that the minimum weight requirement per sachet will meet.
	Shelf Life	Must have a shelf life of not less than one (1) year from the time of delivery.
	Others	The brand must be existing in the Philippine Market for at least 5 years.
Powdered Cereal Drink	Unit of Measurement	Sachet
	Size	At least 20-32 grams
	Certification	Halal Certified
	Label/Marking Requirements	Certification: Certified Halal Product printed on the product label. Nutrition Information With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines." Expiration: Should indicate expiry of not less than Nine (9) months from the date of delivery
	Packaging	Twin pack is acceptable. One twin pack is equivalent to two sachets provided that the minimum weight requirement per sachet shall be met.
	Shelf Life	Must have a shelf life of not less than Nine (9) months from the time of delivery.
	Others	The brand must be existing in the Philippine Market for at least 3 years.

Premium Commercial Rice	Unit of Measurement	Kilograms
	Packaging	<ul style="list-style-type: none"> • Vacuum-packed Rice • Rice must be vacuum-packed • Materials: Nylon / Polyethylene (2 packs – 3 kilos each) • Size: 11 in x 15 in (+/-5% variance) • Seaming: Side and Bottom Seam: 10mm (+/- 2% variance) • Thickness: 150 microns (+/-5% variance)
	Shelf life	Rice must be free from infestation within three (3) months from the date of delivery

Product Packaging	Type	Regular Slotted Carton (RSC)
	Unit of Measurement	Piece
	Dimension	395mm L x 295mm W x 130mm H (+/- 5% variance)
	Thickness	7mm (+/- 10% variance)
	Flute	B and C
	Walling	Double
	Scoring	Double
	Flap	5mm (+/-10% variance)
	Wax	Waxed Inside and unwaxed outside
	Markings	Must include DSWD markings

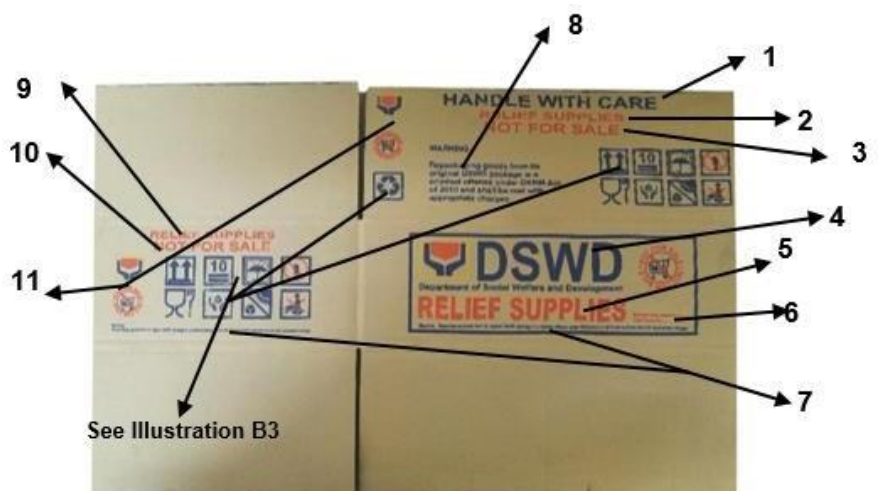
Illustrations:

A. RSC DIMENSION



A. PRINTS AND MARKINGS

B1. Front and Side Views



Note: Please refer to numbering for the print and print details

FRONT AND SIDE VIEWS DETAILS		
	PRINT/SYMBOLS	PRINT/SYMBOLS DETAILS
1	HANDLE WITH CARE	Size: 22 cm L x 1.5 cm H (+/-5% Variance) Color: Blue
2	RELIEF SUPPLIES (at Flaps)	Size: 16 cm L x 1.3 cm H (+/-5% Variance) Color: Red
3	NOT FOR SALE (at Flaps)	Size: 15 cm L x 1.5 cm H (+/-5% Variance) Color: Red
4	DSWD LOGO	Size: 20.5 L x 5.5 cm H (+/-5% Variance) Color: Red, Yellow and Blue
5	RELIEF SUPPLIES (at front view)	Size: 20.7 cm L x 2.5 cm H (+/-5% Variance) Color: Red
6	Expiration Date and Batch Control No.	Size/Print Area: 5 cm L x 1 cm H (+/-5% Variance) Color: Red
7	Warning: Repacking of goods from its original DSWD package is a criminal offense under DRRM Act of 2010, and shall be meted with appropriate charges (at the front and side views)	Size/Print Area: 27 cm L x 0.5 cm H (+/-5% Variance), Single Line Color: Blue
B3	(Symbols on Proper Handling of Product)	See Illustration B3 for symbols (International Symbols on Proper Handling of Product) located at front and sides, as shown.











B2. Back and Other Side Views



BACK AND SIDE VIEW DETAILS	
PRINT/SYMBOLS	PRINT/SYMBOLSIZE
DSWD LOGO	Size: 20.5 L x 5.5 cm H (+/-5% Variance) Color: Red, Yellow and Blue
RELIEF SUPPLIES	Size: 20.7 cm L x 2.5 cm H (+/-5% Variance) Color: Red
Expiration Date and Batch Control No.	Size/Print Area: 5 cm L x 1 cm H (+/-5% Variance) Color: Red
Warning: Repacking of goods from its original DSWD package is a criminal offense under DRRM Act of 2010, and shall be meted with appropriate charges.	Size/Print Area: 27 cm L x 0.5 cm H (+/-5% Variance), Single Line
RELIEF SUPPLIES at the side	13 cm L x 1 cm H (+/-5% Variance)
NOT FOR SALE	13 cm L x 1 cm H (+/-5% Variance)
DSWD Logo and Not for Sale Symbol at the flap and side	Size: 3 cm x 3 cm, color as shown.
(Symbols on Proper Handling of Product)	See Illustration B3 for symbols (International Symbols on Proper Handling of Product) located at front and side, as shown.

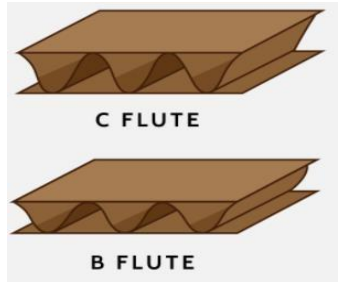
Note: Please refer to numbering for the print and print detail

B3. INTERNATIONAL SYMBOLS ON PROPER HANDLING OF PRODUCT (Located at flap and side as, shown)

**International Symbols on Proper Handling of Products					
	Keep dry	3 cm x 3 cm		Protect from heat	3 cm x 3 cm
	Maximum stacking height	3 cm x 3 cm		Handle with care	3 cm x 3 cm
	This side up	3 cm x 3 cm		Food item	3 cm x 3 cm
	Recyclable	3 cm x 3 cm		Stacking pattern	5 cm x 5 cm
	Do not step	3 cm x 3 cm		Do not sit	3 cm x 3 cm
HANDLE WITH CARE	2 cm x 2cm per letter		CASES / PALLET CASES / LAYER STACKING HEIGHT PALLET SIZE		1 cm x 0.8 cm per letter

SPECIFICATION ILLUSTRATION

1. Flute B and C



*B Flute Cardboard (Type B)-cardboard has excellent crush and puncture resistance and is a great printing surface. This cardboard is commonly used for inner packaging components such as pads and partitions

*C Flute Cardboard (Type C) - cardboard makes a good printing surface. It also has compression properties and offers crush resistance. It is most commonly used for shipping boxes and to secure glass, furniture, food, etc.

2. Double Walling



*Double wall board has two layers of corrugated fluting and three liners, making it extremely durable.

- 3. **Score or Score line Impression or crease in corrugated or solid fiberboard, made to position and facilitate folds**
- 4. **Flaps-Extension of the side wall panels that, when sealed, close the remaining openings of a box. Usually defined by one score line and three edges.**



Packaging Tape

Type	Packaging Tape
Unit of Measurement	Roll
Width	48 mm (-/+ 5% variance)
Length	100 m (-/+ 5% variance)
Thickness	50 microns (-/+ 2% variance)
Core Inside Diameter	76 mm (-/+ 2% variance)
Color	Transparent

**GENERAL
CONDITIONS**

1. Food Packs shall be delivered containing the components as follows:
 - 2 packs of 3 kgs Premium Commercial Rice - Vacuum-packed
 - 4 tins of Canned Corned Beef
 - 4 tins of Canned Tuna
 - 2 tins of Canned Sardines
 - 5 sachets of 3-in-1 Coffee
 - 5 sachets of Powdered Cereal Drink
 - Packed in a regular slotted carton (waxed) and sealed with a scotch tape (48mm x 100m) (50 microns)
2. Representative/s from DSWD Caraga may conduct random inspection during the repacking to ensure that the items are within the required quality standards.
3. The Bidder must have its own warehouse for the packing and storage of the food packs. A document must be presented during the opening of bids to attest its ownership of the warehouse.
4. Aside from the agreed delivery schedules, the supplier shall ensure the provision of Food Packs upon receipt of request from the end-user/procurement officer, if the circumstances (such as disaster occurrence) so require.
5. Delivery site shall be at the DSWD Warehouse located at R. Calo St., Brgy. Port Poyohon, Butuan City.
6. Delivery Receipt (DR) must be duly signed/received by the authorized representative of the DSWD Caraga and the original copy of the said receipt must be provided to the DSWD Caraga upon each delivery as basis for inspection.
7. **DSWD Caraga Inspection Committee shall inspect the goods upon delivery to DSWD Warehouse at Fort Poyohon, Butuan City.** The Inspection Committee and End-User/TWG shall randomly test and inspect samples from the delivered goods. If it shall be found out that **20%** of the sampled goods are not in accordance with the specifications indicated in the Purchase Order and Contract and based on the DSWD-NRMLB quality standards, the entire batch of the delivery shall be rejected.
8. The winning bidder shall provide a buffer stock of **2%** for each item during delivery to replace any damaged item found during delivery and items taken during random testing.
9. Sample items presented during post qualification must be the basis for the actual delivery. The brand of the items specified in the submitted bid must match the brand presented during post-qualification and actual delivery. Any deliveries not

	<p>approved by the TWG will be return/rejected.</p> <p>10. Prospective bidders must indicate the brand of each item they offer in the submitted Schedule of Prices, and shall be the basis for further evaluation in accordance with the technical specifications set by the Procuring Entity. Failure to submit/comply with the said requirements will be a ground for disqualification.</p>
OTHER REQUIREMENTS (FOR EVALUATION OF QUOTATION)	The prospective supplier must present a prototype of Prepacked Family Food Packs (with complete components) for evaluation of the Technical Working Group during Post-Qualification.

QUALITY STANDARDS	ITEMS	QUALITY REQUIREMENTS
	RICE	<p>A. Physical Properties Rice shall undergo inspection/approval from the end-user to ensure that the following are met:</p> <ul style="list-style-type: none"> • Must be white in color, medium grain, and regular to well-milled with approximately 75% whole grain and 25% broken rice. • Shall be free from objectionable and foreign odors, live insect, pests and other contaminants. <p>B. Vacuum Packing</p> <ul style="list-style-type: none"> • packed rice should not loosen within 45 days from delivery. Should this happen supplier shall be informed immediately for replacement.
	CANNED GOODS	<ol style="list-style-type: none"> 1. Not Dented, Not Rusty and Not Spoiled 2. Unlabeled tin can is not acceptable 3. Compliance with the item's specifications
	COFFEE AND POWDERED CEREAL DRINK	<ol style="list-style-type: none"> 1. Not Hardened 2. No Holes 3. Compliance with the item's specifications
	PACKAGING MATERIALS	<ol style="list-style-type: none"> 1. Not Deformed 2. Compliance with the item's specifications should withstand a minimum of 10-layer stacking height of FFP (components).

I hereby commit to comply and deliver all of the above specifications in accordance with the above-stated schedule.

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

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<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

(Prescribed Bidding Forms attached as Annexes)

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

- (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; **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; **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; **and**
- (e) Conformity with the Technical Specifications (Section VII), which include production/delivery schedule (conformity of Section VI: Schedule of Requirements), human resource requirements, and/or after-sales/parts, if applicable; **and**
 - For canned goods, additional documentary requirement:*
 - i. Valid HALAL Certificate;*
 - ii. FDA Certificate;*
 - iii. Certificate of Can Thickness;*
 - For 3-in-1 coffee and cereal drinks:*
 - i. Valid HALAL Certificate*
- (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.

Financial Documents

- (g) 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**

- (h) 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

- (i) 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)

- (j) *[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.
- (k) 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 Purpose of Commission or gratuity
---------------------------	--

(if none, state “None”)]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date:

Bid Securing Declaration Form

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

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]

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 documents 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]

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: _____

