



Republic of the Philippines
Department of Social Welfare and Development

DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis,
City of San Fernando Pampanga, Philippines 2000
Tel: (045) 861 – 2413; Telefax: (045) 961 – 2413
Email: bacsecretariat.fo3@dswd.gov.ph
Website: <http://fo3.dswd.gov.ph>

BIDDING DOCUMENTS

PURCHASE OF FOOD AND NON-FOOD FOR RE-PACKING OF FAMILY FOOD PACKS

ITB No. GOP/DSWD3-2021-07-001
(PR Nos. 2021-05-290)

Sixth Edition
July 2020

PHILIPPINE BIDDING DOCUMENTS
(As Harmonized with Development Partners)

Procurement of
GOODS – DISASTER AND RISK
MANAGEMENT DIVISION

Government of the Republic of the Philippines

Sixth Edition
July 2020

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Assisted Projects, these will be covered by a separate issuance of the Government Procurement and Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's

Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines
Department of Social Welfare and Development

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INVITATION TO BID FOR
PURCHASE OF FOOD AND NON-FOOD FOR
RE-PACKING OF FAMILY FOOD PACKS

ITB No. GOP/DSWD3-2021-07-001
 (PR Nos. 2021-05-290)

1. The **Department of Social Welfare and Development (DSWD) - Field Office III**, through the Disaster & Risk Management Division intends to apply the sum of **FOUR MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED EIGHTY PESOS (PhP 4,775,980.00)**, being the Approved Budget for the Contract (ABC), to payments under the contract for the **Purchase of Food and Non-Food for Re-Packing of Family Food Packs**.

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

2. The DSWD - Field Office III now invites bids for the above Procurement Project described as follows:

Purchase of Food and Non-Food for Re-Packing of Family Food Packs		
Item Number	Particulars	Quantity per Unit
1	COFFEE INSTANT, 3-in-1 (Coffee, Cream & Sugar) w/ Customized DSWD Format	65,000 sachets
2	CANNED TUNA FLAKES in oil, Not spicy, Non-easy open can, w/ Customized DSWD Format	52,000 tins
3	CANNED CORNED BEEF, Plain/Ordinary, Non-easy Open Can, w/ Customized DSWD Format	52,000 tins
4	CANNED SARDINES , IN TOMATO SAUCE, NOT SPICY, Non-easy Open can, w/ Customized DSWD Format	26,000 tins
5	SLOTTED CARTON, Customized, Size: 130mm (H) x 395 mm(L) x 295 mm(W)	14,466 pieces
TOTAL ABC		PhP 4,775,980.00

3. Bidders should have completed a contract similar to the Project **within the last 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).
4. Bidding will be conducted through open competitive bidding procedures using 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, organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country, the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

5. Interested bidders may obtain further information from **DSWD – Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below from **Monday to Friday at 8:00 a.m. to 5:00 p.m.**
6. A complete set of Bidding Documents may be acquired by interested bidders on **9 August 2021 to 23 August 2021** from given address and website/s below in the amount of **Five Thousand Pesos (Php5,000.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
7. The DSWD Field Office III will hold a Pre-Bid Conference on **9 August 2021 (Monday), 10:00 a.m.**, through videoconferencing/webcasting *via google meet*, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before **23 August 2021 (Monday), 9:00 a.m.** Late bids shall not be accepted.
9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **23 August 2021 (Monday), 10:00 a.m.**, at the **DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines**, and/or through video conferencing or webcasting via Google Meet. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
11. The DSWD 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 Implementing Rules and Regulations (IRR) of RA No.9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

THE CHAIRPERSON

Bids and Awards Committee

c/o BAC Secretariat

DSWD Field Office III, Diosdado

Macapagal Government Center, Maimpis,

City of San Fernando, Pampanga,

Philippines

Tel: (045) 861 – 2413

Telefax: (045) 961 – 2413

13. You may visit the following websites:

For downloading of Bidding Documents:

ps-philgeps.gov.ph - Website of the Philippine Government Electronic Procurement System (PhilGEPS)

www.fo3.dswd.gov.ph – Website of the DSWD Field Office III

VENUS F. REBULDELA

Bids and Awards Committee Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Social Welfare and Development (DSWD) – FIELD OFFICE III invites Bids for the **Purchase of food and Non-Food for Re-Packing of Family Food Packs** with Project Identification Number ITB No. **GOP/DSWD3-2021-07-001 (PR Nos. 2021-05-290)**.

The Procurement Project (referred to herein as “Project”) is for the purchase of Food and Non-Food as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Disaster Risk and Management Division (DRMD) Quick Response Fund CY 2021**, in the amount of Four Million Seven Hundred Seventy-Five Thousand Nine Hundred Eighty Pesos (Php 4,775,980.00)

2.2. The source of funding is:

a. DRMD Quick Response Fund CY 2021

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 Manual 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 invitation to bid 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.

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

The Procuring Entity, as well as the Bidders and Contractors, 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. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project within **the last three (3) years** prior to the deadline for the submission and receipt of bids, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated 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.

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 fifty percent (50%) of the Project.
 - a. The Procuring Entity has prescribed that subcontracting is **not** allowed.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 Revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. 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 Contractor 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 Contractor'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 through videoconferencing/webcasting *via google meet*, as indicated in paragraph 7 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. The BAC Secretariat shall not entertain any follow-up questions or clarifications after the set date.

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 IX. Checklist of Technical and Financial Documents**.
- 10.2. 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. 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 IX. 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:

- The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- The cost of all customs duties and sales and other taxes already paid or payable;
- The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- The price of other (incidental) services, if any, listed in e.

- b. For Goods offered from abroad:

- 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.
- 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 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 ***One Hundred Twenty (120) calendar days from the date of Opening of Bids***. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit the following in one (1) “mother/main” envelope duly sealed and labeled, containing two (2) sets of envelopes:

1. First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as Copy One and Copy Two.
2. Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as Copy One and Copy Two.

Copy 1 and Copy 2 of both Eligibility and Technical Documents, and Financial Bid documents shall be marked certified true copies.

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

If the Procuring Entity allows the submission of bids through online submission to the given website 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

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 8 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

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 Entity's 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 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:

One Project having several items that shall be awarded as one (1) 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

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 and/or present 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

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>For Item Nos. 1 : Supply and delivery of powdered drinks; and For Item Nos. 2, 3 and 4: Supply and delivery of canned goods; For Item Nos. 5: Supply and delivery of paper products.</p> <p>completed within the last three (3) years prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP and VAT inclusive.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.
19.3	The total ABC is Four Million Seven Hundred Seventy-Five Thousand Nine Hundred Eighty Pesos (Php 4,775,980.00)
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice of Post Qualification from the BAC that the supplier has the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), the Supplier shall submit and/or present the following requirements for Post Qualification in accordance to Section 34 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA9184:</p> <p>1. Present original copy and submit a certified true copy of the following:</p> <ol style="list-style-type: none"> a. Latest Income Tax Return and Business Tax Return b. Latest Value Added Tax (VAT) Return <p><i>Only tax returns filed and taxes paid through the BIR Electronic Filing & Payment System (EFPS) shall be accepted.</i></p> <ol style="list-style-type: none"> c. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) d. Valid Registration Certificate from Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;

20.2	<ul style="list-style-type: none"> e. Valid Business/Mayor's permit issued by the city or municipality where the principal place of business of the bidder is located; f. Valid Tax Clearance per EO 398, Series of 2005, as finally reviewed and approved by the BIR; g. Bureau of Internal Revenue (BIR) Registration Certificate. h. Copy of Contracts or PO's, Notice of Award (NOA) and Notice to Proceed (NTP) for all On-going and completed contracts per submitted Annex II i. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt/s (duplicate or triplicate copy) relative to Single Largest Completed Contract per submitted Annex I. j. Company profile and Organizational Chart. Company printed brochure may be included. k. Vicinity Map/Location of the business. l. Other appropriate licenses and permits required by law and stated in the Bidding Documents. <p><u>For joint venture:</u></p> <ul style="list-style-type: none"> a. All Class A Documents (Legal Documents) of the Joint Venture Partner shall remain as post qualification requirements to be submitted in accordance with Section 34 of the 2016 Revised IRR of RA 9184 and ITB Clause 20.2 (a) of Bid Data Sheet of the Bidding Documents. <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p>
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	<p>The following are the requirements in order to determine whether the LCB is able to acquire the product from the manufacturer or trader without prejudice to the customized packing and labeling requirements of the Procuring Entity within its volume of order, to wit:</p> <p>A. Direct Distributors from the Product Manufacturer shall submit any of the following:</p> <ol style="list-style-type: none"> Certificate of Distributorship; Memorandum of Agreement with the manufacturer of the item/product offered specifying their partnership/engagement for the incorporation of DSWD Brand in their packaging. Or any equivalent document that establishes that the owner or trader of the specific products offered has the authority to sell or distribute specific brand or products incorporated with the DSWD Brand in the product packaging, whichever is applicable. <p>B. Direct Distributors from Any Leading One-Stop Grocery Distribution Company/Commercial Corporation/Trader shall submit any of the following :</p> <ol style="list-style-type: none"> Certificate of Distributorship; Memorandum of Agreement with any Leading One-Stop Grocery Distribution Company/Commercial Corporation/Trader specifying their partnership/engagement for the incorporation of DSWD Brand in their packaging. Or any document that authorizes or permits the incorporation of the DSWD Brand in the product packaging. <p><i>NOTE: FOR POST QUALIFICATION PURPOSES ONLY</i></p>
20.3	<p>Each Bidder shall submit the following in one (1) “mother/main” envelope duly sealed and labeled, containing two (2) sets of envelopes:</p> <ol style="list-style-type: none"> First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as Copy One and Copy Two. Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as Copy One and Copy Two. <p>Copy 1 and Copy 2 of both Eligibility and Technical Documents, and Financial Bid documents shall be marked certified true copies.</p>
20.4	<p>All envelopes shall be labeled/marked as follows:</p> <p>TO : MS. VENUS F. REBULDELA CHAIRPERSON BIDS AND AWARDS COMMITTEE DSWD-FO III</p> <p>FROM : _____ (Name of Bidder in Capital Letters)</p> <p>ADDRESS: _____</p>

	<p style="text-align: center;">(Address of Bidder in Capital Letters)</p> <p>PROJECT: Purchase of Food and Non-Food for Re-Packing of Family Food Packs.</p>
	<p>BID REF NO.: ITB NO. GOP/DSWD3-2021-07-001</p> <p>ABC : Php 4,775,980.00</p> <p>DO NOT OPEN BEFORE: 23 AUGUST 2021; 10:00 A.M</p>
21.2	No further instructions.

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

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

5. Warranty

- 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

Special Conditions of Contract

GCC Clause	
	<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 abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> performance or supervision of on-site assembly and/or start-up of the supplied Goods; furnishing of tools required for assembly and/or maintenance of the supplied Goods; 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 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> <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 <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>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
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	<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,</p> <p>and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>
	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
4	<p>The inspections and tests that will be conducted are: actual sampling tests; taste test if need be; and such other applicable tests in accord with the relevant provisions of 2016 IRR of RA 9184.</p>

Section VI. Schedule of Requirements

Section VI. Schedule of Requirements

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

Item No.	Unit	Quantity	Particulars	Delivered, Weeks/Months
1	LOT	As specified and described in Section VII. Technical Specifications	Purchase of Food and Non-Food for Re-Packing of Family Food Packs.	Upon Receipt of Notice to Proceed (NTP): Within 30 Calendar Days - 1st half set of items Within 45 Calendar Days - Remaining half set of items

NOTE: The items must be delivered in standard packing or as prescribed by the specifications.

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

Date

*** This document must be attached to the Technical Component Envelope ***

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

Section VII. Technical Specifications

Technical Specifications

TO THE BIDDER: Indicate **“COMPLY”** If Bidder’s Statement of Compliance meets the technical specifications and project requirement.

IMPORTANT NOTE: Do not leave any blank. A **“YES or NO”** entry will not be accepted. Failure to conform will result to in a rating of **“FAILED”**.

Item No.	Unit	Quantity	Particulars	Bidder’s Statement of Compliance*	Bidder’s Actual Offer with Detailed Specifications
1	SACHET	65,000.00	<p>COFFEE INSTANT MIX, 3-in-1 Mix (Coffee, Sugar and Creamer) w/ Customized DSWD Format</p> <p><u>Specifications:</u></p> <p>Size: at least 20-32 grams</p> <p>Note: The brand must be existing in the Philippine Market for at least 5 years.</p> <p>Shelf Life: Not less than 1 year from the date of delivery</p> <p>Label/Marking Requirements</p> <p>DSWD LOGO Print Area: 1.2 in L x 0.4 in H, Color: Blue Red, Yellow</p> <p>RELIEF GOODS Font Size: 12 Font: Style: Arial Color: Red</p> <p>NOT FOR SALE Font Size: 12 Font: Style: Arial, Bold, Color: Red</p> <p>Warning : Repacking of goods from its original DSWD package is criminal offense under DRRM Act of 2010 Size: 7 Font: Style: Arial, Bold, Single line Color: Black</p>		

			<p>Others: <u>Certification:</u> Certified Halal Product printed on the product label.</p> <p><u>Nutritional Information:</u> With Nutritional Information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines."</p> <p><u>Expiration:</u> Should indicate expiry of not less than 1 year from the date of delivery</p>		
2	52,000	TINS	<p>CANNED TUNA FLAKES In oil, Not spicy, Non-easy open can, w/ Customize DSWD Format</p> <p><u>Specifications:</u></p> <p>Weight: at least 155 grams Can</p> <p>Can Thickness: Top End : 0.14mm Bottom : 0.14mm Body: 0.14mm</p> <p>Note: The brand must be existing in the Philippine Market for at least 5 years.</p> <p>Shelf Life: Not less than 2 years from the date of delivery</p> <p>Label/Marking Requirements</p> <p>DSWD LOGO Print Area: 1.5 in L x 0.5 in H, Color: Blue Red, Yellow</p> <p>RELIEF GOODS Font Size: 12 Font: Style: Arial Color: Red</p> <p>NOT FOR SALE Font Size: 12 Font: Style: Arial, Bold, Color: Red</p>		

			<p>Warning : Repacking of goods from its original DSWD package is criminal offense under DRRM Act of 2010 Size: 10 Font: Style: Arial, Bold, Single line Color: Black</p> <p>Others: <u>Certification:</u> Certified Halal Product printed on the product label.</p> <p><u>Nutritional Information:</u> With Nutritional Information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as “Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines.”</p> <p><u>Expiration:</u> Should indicate expiry of not less than 2 years from the date of delivery</p>		
3	52,000	TINS	<p>CANNED CORNED BEEF, Plain (Not Guisado/Not Chunky/Not Karne Norte), Non-Easy Open Can w/ Customized DSWD Format</p> <p><u>Specifications:</u></p> <p>Weight: at least 150 grams Can</p> <p>Can Thickness: Top End : 0.14mm Bottom : 0.14mm Body: 0.14mm</p> <p>Shelf Life: Not less than 2 years from the date of delivery</p> <p>Note: The brand must be existing in the Philippine Market for at least 5 years.</p>		

			<p>Label/Marking Requirements</p> <p>DSWD LOGO Print Area: 1.5 in L x 0.5 in H, Color: Blue Red, Yellow</p> <p>RELIEF GOODS Font Size: 12 Font: Style: Arial Color: Red</p> <p>NOT FOR SALE: Font Size: 12 Font: Style: Arial, Bold, Color: Red</p> <p>Warning : Repacking of goods from its original DSWD package is criminal offense under DRRM Act of 2010 Size: 10 Font: Style: Arial, Bold, Single line Color: Black</p> <p>Others: <u>Certification:</u> Certified Halal Product printed on the product label.</p> <p><u>Nutritional Information:</u> With Nutritional Information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as “Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines.”</p> <p>Expiration: Should indicate expiry of not less than 2 years from the date of delivery</p>		
4	26,000	TINS	<p>CANNED SARDINES, In Tomato Sauce, Not Spicy, Non-Easy Open Can, W/ Customized DSWD Format</p> <p><u>Specifications:</u></p> <p>Weight: at least 155 grams</p> <ul style="list-style-type: none"> at least 3 – 4 pieces of sardines or equivalent; 		

			<ul style="list-style-type: none"> at least each cut of sardines must be around 2 ½ - 3 ½ inches or equivalent <p><i>Note: Aggregate length pieces of sardines must not be less than the minimum requirements (3 pieces X 2 ½ inches = 7.5 inches)</i></p> <p>Length of each cut of sardines</p> <p>Can Thickness: Top End : 0.14mm Bottom : 0.14mm Body: 0.14mm</p> <p>Shelf Life: Not less than 2 years from the date of delivery</p> <p>Note: The brand must be existing in the Philippine Market for at least 5 years.</p> <p>Label/Marking Requirements</p> <p>DSWD LOGO Print Area: 1.5 in L x 0.5 in H, Color: Blue Red, Yellow</p> <p>RELIEF GOODS Font Size: 8 Font: Style: Arial Color: Red</p> <p>NOT FOR SALE Font Size: 8 Font: Style: Arial, Bold, Color: Red</p> <p>Warning : Repacking of goods from its original DSWD package is criminal offense under DRRM Act of 2010 Size: 10 Font: Style: Arial, Bold, Single line Color: Black</p> <p>Others: <u>Certification:</u> Certified Halal Product printed on the product label.</p>		
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			<p><u>Nutritional Information:</u> With Nutritional Information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as “Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines.”</p> <p>Expiration: Should indicate expiry of not less than 2 years from the date of delivery</p>		
5	14,466	PIECES	<p>REGULAR SLOTTED CARTON, RSC Customized,</p> <p>Size: 130mm (H) x 395 mm(L) x 295 mm(W)</p> <p>A. Illustration:</p> <p>Side A:</p> <ol style="list-style-type: none"> 1. Print Color: Red, Yellow and Blue 2.** Included in the markings the international symbols on how to properly handle the product 3.The DSWD Logo is based on the DSWD Branding Guidelines 4. RSC size: 130mm (H) x 395 mm(L) x 295 mm(W) <p>Side B:</p> <p>Warning: Repacking goods from its original DSWD package is a criminal offense under DRRM Act of 2010 and shall be met with appropriate charges</p> <p>B. International Symbol on Proper Handling of products:</p> <ol style="list-style-type: none"> 1. Keep Dry (3cm x3cm) 2. Maximum Stacking (3cm x3cm) 3. This Side Up (3cm x3cm) 4. Recyclable (3cm x3cm) 5. Do Not Step On(3cm x3cm) 6. Protect from Heat (3cm x3cm) 7. Handle with Care (3cm x3cm) 8. Food Item (3cm x3cm) 		

			<p>9. Stacking Pattern (5cm x 5cm) 10. Do Not Sit On (3cm x3cm)</p> <p>C. HANDLE WITH CARE: 2cm x 2cm per letter</p> <p>D. CASES/PALLET: 1 cm x 0.8cm per letter CASES/LAYER STACKING HEIGHT</p> <p>E. HANDLE WITH CARE: (Flap) L: 26.5cm H:10.8cm</p> <p>F: RELIEF SUPPLIES: (Flap) L: 17.6cm H: 1.3cm</p> <p>G: NOT FOR SALE: (Flap) L: 15.5cm H: 1.7cm</p> <p><u>FRONT & BACK</u></p> <p>H: OUTER RECTANGLE: L:29cm H: 9.5cm</p> <p>I: DSWD LOGO: L: 5cm H: 4.3cm</p> <p>J: DSWD: L: 15cm H: 4cm</p> <p>K: DSWD (Spell out) L: 20cm H: 0.6cm</p> <p>L: RELIEF SUPPLIES: L: 20.7cm H: 10.7cm</p>		
			<p>DELIVERY SCHEDULE: SUPPLIER SHALL DELIVER WITHIN 30 CALENDAR DAYS THE 50 % SET OF ITEMS AND WITHIN 15 DAYS THEREAFTER FOR THE REMAINING 50% SET</p>		

MISCELLANEOUS – Applicable to the TOTAL LOT

Item No.	Particulars	Bidder's Statement of Compliance	Bidder's Actual Offer with Detailed Specifications
1	<p>ACCESS TO FUTURE LEGAL ARRANGMENT RELATIVE TO NON INFRINGEMENT OF COPYRIGHT/ PROPRIETARY RIGHTS</p> <p>Bidder to provide such relevant supporting document issued by the Manufacturer (<i>such as Certification of Willingness, Affidavit, Pledge of Commitment and the like</i>) to serve as proof of possible future contract/agreement between the Manufacturer and the Bidder – Supplier allowing the use of customized packing/labeling with the DSWD logo and such other marking /label information aforementioned in this Technical Specifications respecting the individual food item component of family food packs.</p>		
2	<p>INCIDENTAL SERVICES</p> <p>The Contract price for the items shall include the prices charged for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><i>[State your offer at the Bidder's Actual Offer with Detailed Specifications Column]</i></p>		
3	<p>PACKAGING</p> <p>Provision for packaging of the items 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.</p> <p><i>[State your offer at the Bidder's Actual Offer with Detailed Specifications Column]</i></p>		

4	<p>INSURANCE</p> <p>The items supplied under this Contract shall be fully insured by a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The items remain at the risk and title of the Service Supplier until their final acceptance by the DSWD.</p> <p><i>[State your offer at the Bidder's Actual Offer with Detailed Specifications Column]</i></p>		
5	<p>WARRANTY</p> <p>Delivered items (for non-perishable goods) must come with a warranty period of 15 days from the date of delivery. This warranty shall cover any manufacturing defects discovered in the delivered items even after the preliminary and final acceptance of the DSWD ROIII.</p> <p><i>[State your offer at the Bidder's Actual Offer with Detailed Specifications Column]</i></p>		
6	<p>TRANSPORTATION</p> <p>Where the Service Supplier is required under Contract to deliver the items, transport of the items to the point of destination (or such other named place of destination in the region covered by Field Office III), shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p><i>[State your offer at the Bidder's Actual Offer with Detailed Specifications Column]</i></p>		
7	<p>TAXES & OTHER CHARGES</p> <p>All duties, excise tax and other taxes and revenue charges, if any, shall be for the Service Supplier'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.</p> <p><i>[State your offer at the Bidder's Actual Offer with Detailed Specifications Column]</i></p>		
8	<p>PROPOSED PACKAGING/LABEL LAYOUT DESIGN (FRONT & BACK)</p> <ol style="list-style-type: none"> 1. Coffee Instant Mix 2. Canned Tuna Flakes 		

	3. Canned Corned Beef		
	4. Canned Sardines		
	5. Regular Slotted Carton		

Conforme:

Name of Company

Signature of Bidder or Authorized Representative

Name and Designation

*** This document must be attached to the Technical Component Envelope***

<p align="center">PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>

**[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 actual or unedited photograph of the "COMPLETE FRONT and BACK" original label of the goods offered, manufacturer's un-amended sales literature, unconditional statements of specification and compliance duly issued by the manufacturer.

A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

ILLUSTRATION

ANNEX B. FNI MARKING, LABELLING and PACKAGING

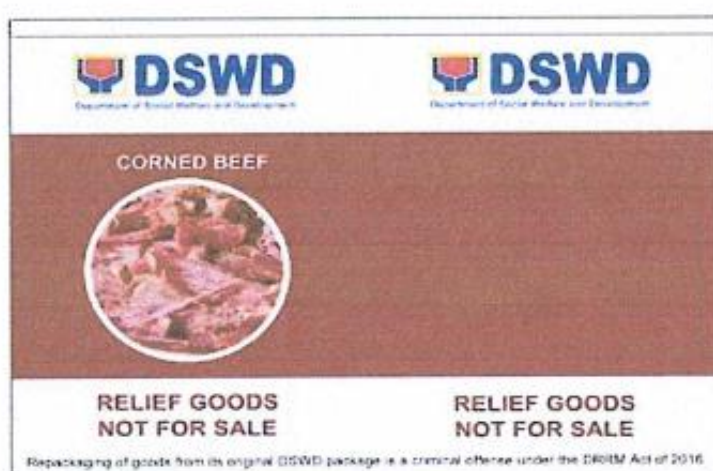
A. Marking and Labelling for FFP Components

A.1 Nutrition Fact Declaration

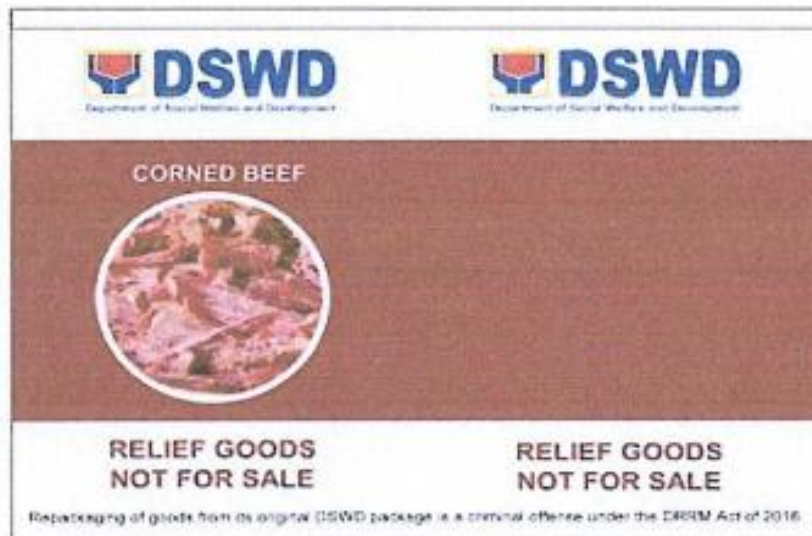
Nutrition Facts	
Serving Size:	
No. of Servings per container/pack :	
Amount per serving:	% RENI*
Calories (kcal) _____ Calories from Fat	
Total Fat (g) _____	
Saturated Fat ** (g) _____	
Trans Fat (g) _____	
Cholesterol (mg) _____	
Sodium (mg) _____	
Total Carbohydrates (g) _____	
Dietary Fiber (g) _____	
Sugar (g) _____	
Total Protein _____	

A.2 FFP Component Marking and Labelling

A.2.1 Canned Products



In this area, the manufacturer shall provide information about the product: Nutrient Fact Declaration, Halal Certification, Net Weight, Manufacturer, Date of Manufacturing, Expiration Date (which may also be reflected in the lid) and other relevant information.



DSWD logo must comply with the DSWD Branding Guidelines.



A warning on tampering/ repackaging of goods is included in the label to educate the people that such acts are criminal offenses as stipulated under Republic Act No. 10121 also known as Philippine Disaster Risk Reduction Management Act of 2010.

Canned Tuna Flakes



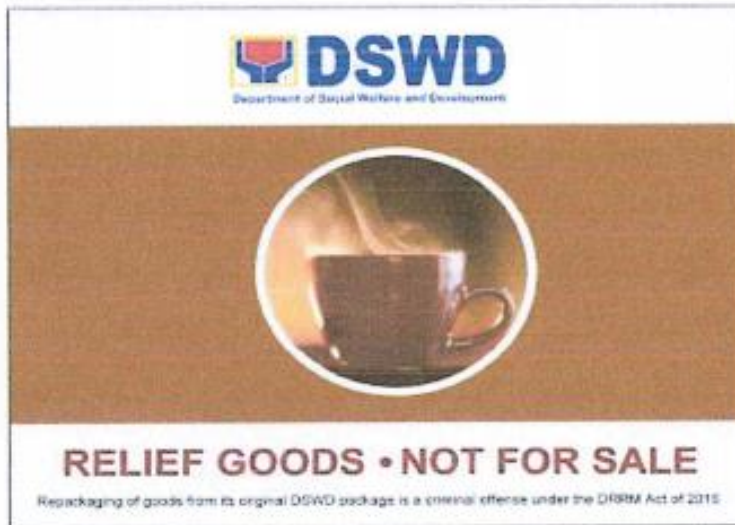
Canned Corned Beef



Canned Sardines



A.2.2 Products in Sachets



This area is reserved for the manufacturer to provide information about the product such as:

- Nutrient Fact Declaration
- Halal Certification
- Net Weight, Manufacturer
- Date of Manufacturing
- Expiration Date and other relevant information.





A.2.3 Packaging Materials

A.2.3.1 Regular Slotted Carton

Side A. Illustration

The word "Relief Supplies" shall be replaced by "Family Food Pack", "Sleeping Kit", "Clothing Kit", "Kitchen Kit" or "Hygiene Kit" depending on the content of the box. Also, the "Contents" shall be replaced by the components of the kits inside the box.



Illustration	Remarks
<p>Side A</p> 	<ol style="list-style-type: none"> 1. Print Color: Red, Yellow and Blue 2. **Included in the markings the international symbols on how to properly handle the product 3. The DSWD Logo is based on the DSWD Branding Guidelines 4. RSC size: 130 mm (H) x 395 mm (L) x 295 mm (W)
<p>Side B</p> 	<p>WARNING:</p> <p>Repackaging goods from its original DSWD package is a criminal offense under DRRM Act of 2010 and shall be met with appropriate charges.</p>

RSC SIZE:

HEIGHT: 130mm

LENGTH: 395 mm








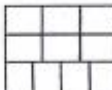


WIDTH: 295 mm
(+/- 5%)

PRINT COLOR:

Red, Yellow and Blue



International Packaging Symbols

**International Symbol 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

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) 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**
- ☐ (f) 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**
- ☐ (g) 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**
- ☐ (h) Conformity with **Section VII. Technical Specifications**, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
- ☐ (j) Conformity with **Section VI. Schedule of Requirements; and**
- ☐ (k) 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

- ☐ (l) The Supplier’s Audited Financial Statements for year 2019 and 2018 (in comparative form or separate form):

-
- Independent Auditor's Report
 - Balance Sheet (Statement of Financial Position) and
 - Income Statement (Statement of Comprehensive Income)

Each of the above statements must have stamped "**received**" by the Bureau of Internal Revenue (BIR) or its duly accredited institutions.

- ☐ (m) 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

- ☐ (n) 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.

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.

II. FINANCIAL COMPONENT ENVELOPE

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

Section IX. Bidding Forms

Bid Form

Date: _____

Invitation to Bid No.: _____

To: **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**
FIELD OFFICE III
Diosdado Macapagal Government Center,
City of San Fernando, Pampanga

Gentlemen and/or Ladies:

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, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: **Purchase of Food and Non-Food for Re-Packing of Family Food Packs.**
- b. We offer to execute the provisions for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. 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 and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

¹ currently based on GPPB Resolution No. 09-2020

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and 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 the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, 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: _____

Price Proposal Form

Date: _____

Invitation to Bid No.: _____

Purchase of Food and Non-Food for Re-Packing of Family Food Packs

Item No.	Unit	Quantity	Particulars	Bidder's Statement of Compliance*	Bidder's Actual Offer with Detailed Specifications
1	SACHET	65,000.00	COFFEE INSTANT, 3-in-1 (Coffee, Cream & Sugar) w/ Customized DSWD Format		
2	52,000	TINS	CANNED TUNA FLAKES in oil, Not spicy, Non-easy open can, w/ Customize DSWD Format		
3	52,000	TINS	CANNED CORNED BEEF, Plain/Ordinary, Non-easy Open Can, w/ Customized DSWD Format		
4	26,000	TINS	CANNED SARDINES , IN TOMATO SAUCE, NOT SPICY, Non-easy Open can, w/ Customize DSWD Format		
5	14,466	PIECES	SLOTTED CARTON, Customized, Size: 130mm (H) x 395 mm(L) x 295 mm(W)		

NOTE : In case of discrepancy between unit price and total price, the unit price will prevail. Contract price per item is inclusive of all applicable taxes.

Name of Bidder : _____

Name of Authorized Representative : _____

Signature of Authorized representative: _____

Date : _____

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Omnibus Sworn Statement

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]

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

Bid Securing Declaration

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION

Invitation to Bid No.: *[Insert number]*

To: **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**
FIELD OFFICE III
Diosdado Macapagal Government Center,
City of San Fernando, Pampanga

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]

**PLEASE USE THIS PRESCRIBED FORMAT IN
THIS BID FORM**

Affiant

[Jurat]

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

Certification from Insurance Commission

NOTE: Use this template for the required “Certification from the Insurance Commission”, which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

[Insurance Commission Letterhead]

CERTIFICATION

This is to certify that [insert Name of Insurance Company] is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under [insert Certificate of Authority Number] effective [insert date of period of effectivity], unless sooner revoked or suspended for cause.

It is certified, moreover, that [insert Name of Insurance Company] is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder’s Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that [insert Name of Insurance Company] issued a surety bond under [insert Bond No.] to [insert Name of Service Provider or Supplier] in favor of **Department of Social Welfare and Development** in the amount of [insert amount] for the [insert Name of the Project].

This certification is issued upon the request of [insert Name of the Authorized Representative] of [insert Name of Insurance Company], pursuant to Section 39.2(c) of the Revised Implementing Rules and Regulations of RA9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner

[insert name of Authorized Representative]

[insert Position and Office]

Paid under[insert Official Receipt No.]

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

(Bidder's Company Letterhead)
Procurement of Service Provider re: Vehicle Rental for the period of July to December 2021

ITB NO. GOP/DSWD3-2021-06-002
 Approved Budget for the Contract (ABC) – PhP 1,990,000.00

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is

_____ (PhP _____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

CA	=	Current Assets	P
Less:			-
CL	=	Current Liabilities	P
Sub-Total 1			P
			X 15
Sub-Total 2			P
Less:			-
C	=	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project	P
NFCC			P

Issued this _____ day of _____, 2021.

 Name of Company

 Signature of Bidder or Authorized Representative

 Name and Designation

*** This document must be attached to the Technical Component Envelope ***

1. The phrase "value of the bidder's current assets and current liabilities" shall be based on the data submitted to the BIR, which refers to the values of the current assets and current liabilities reflected in the Audited Financial Statements.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex II.
3. The detailed computation must be shown using the formula provided above.
4. The NFCC computation must be at least equal to the ABC of the project

PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM

**Statement of All On-Going Government and Private Contracts, Including
Contracts Awarded but Not Yet Started, Whether Similar or Not Similar
in Nature and Complexity to the Contract to be Bid**

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			
	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

B. Private

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address				b. Date Started			
	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	
1.	a.				a.			

	b.				b.			
	c.				c.			
2.	a.				a.			
	b.				b.			
	c.				c.			

Note: *The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion**.*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

<p>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</p>
--

Statement of Single Largest Completed Contract of Similar Nature Within the Last Three (3) Years Prior to the Date of Submission and Receipt of Bids, equivalent to at least Twenty Fivepercent (25%) of the ABC of this project.

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address				b. Date Started
	c. Contact Nos.		Description	%	c. Date Completed
	a.				a.
	b.				b.
	c.				c.

*Note: The following documents must be attached to support this statement: (a) **Official Receipt(s) or Sales Invoice** or (b) **User's Certificate of Acceptance/Completion***

Name of Bidder: _____

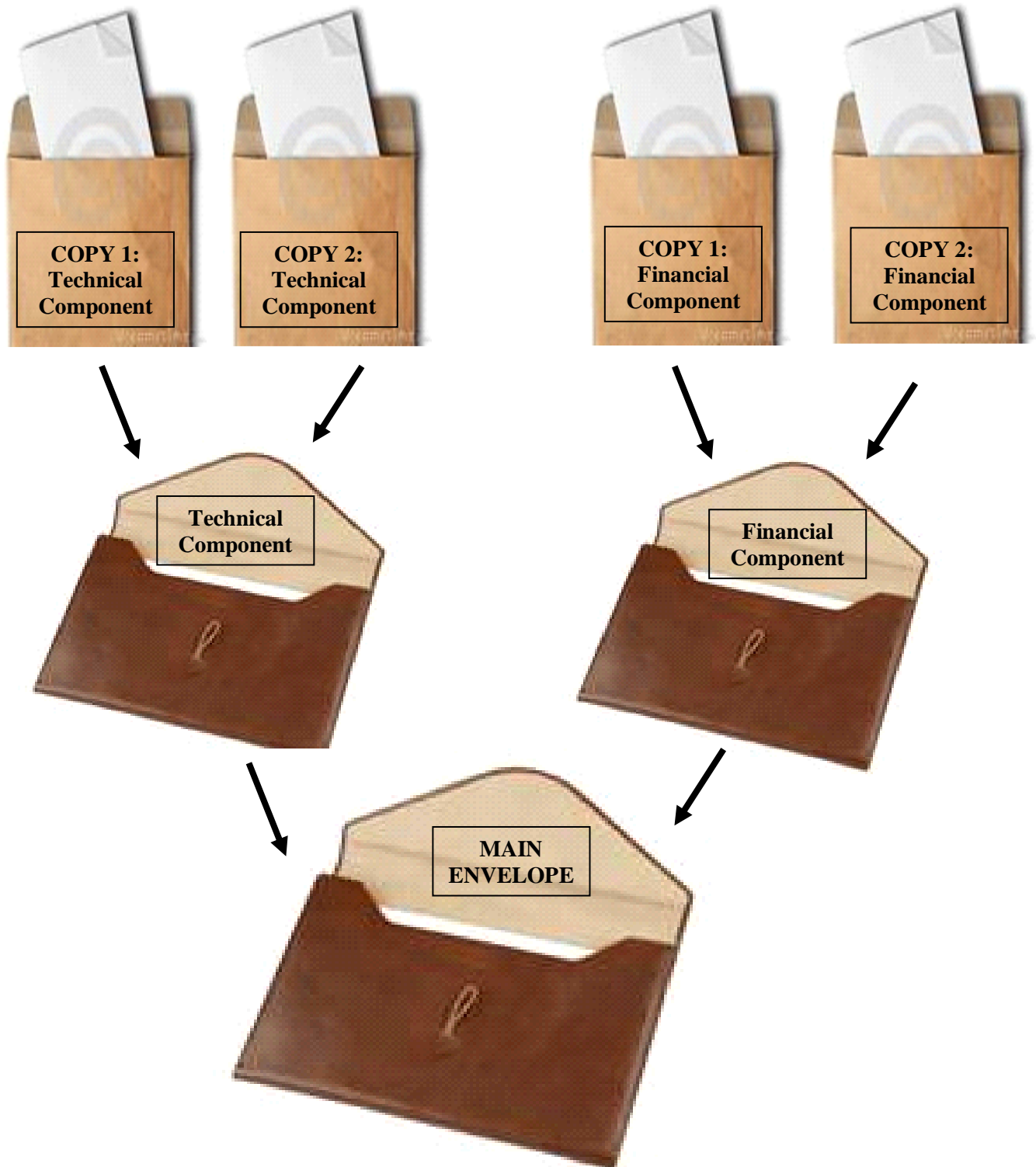
Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.4.

SEALING AND MARKING OF BIDS



SAMPLE FORMAT OF LABELED ENVELOPE

COPY 1 AND COPY 2 OF TECHNICAL COMPONENT:

COPY 1 – TECHNICAL COMPONENT

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

COPY 2 – TECHNICAL COMPONENT

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

OUTER ENVELOPE:

TECHNICAL COMPONENT

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

MAIN ENVELOPE:

BIDDING DOCUMENTS

TO: **MS. VENUS F. REBULDELA**
Chairperson
Bids and Awards Committee
Name of Agency
Agency Address

FROM: (Name of Bidder in Capital Letters)

ADDRESS: (Address of Bidder in Capital Letters)

PROJECT: (Title of Project in Capital Letters)

Bid Ref No.: _____

ABC: _____

DO NOT OPEN BEFORE: _____

