



**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 Items for the Implementation of Supplemental Feeding Program 11th Cycle for Seven (7) PROVINCES OF REGION III**

**NEGOTIATED PROCUREMENT – TWO FAILED BIDDING**  
**(DSWD FO III-BAC NP-2021-01)**

***Section I. Invitation to Bid***

**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://www.dswd.gov.ph>

## INVITATION FOR NEGOTIATED PROCUREMENT DUE TO TWO-FAILED BIDDINGS

**PURCHASE OF FOOD ITEMS FOR THE IMPLEMENTATION OF  
 SUPPLEMENTAL FEEDING PROGRAM 11TH CYCLE FOR  
 SEVEN (7) PROVINCES OF THE REGION III – LOT “A”  
 (DSWD FO III-BAC NP-2021-01)**

The **Department of Social Welfare and Development - Field Office III** through the funds under the General Appropriations Act (GAA), intends to apply the sum of **Seventeen Million Four Hundred Fifty-Nine Thousand Two Hundred and Eighty Pesos (PhP17,459,280.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the procurement of this single lot, to wit:

QUANTITY	PARTICULARS	ABC (In Peso)
290,988	RICE PORRIDGE CHICKEN FLAVOR	4,364,820.00
290,988	RICE PORRIDGE BEEF FLAVOR	4,364,820.00
290,988	SAUCY PASTA, TOMATO FLAVOR	4,364,820.00
290,988	SAUCY PASTA, CARBONARA FLAVOR	4,364,820.00
<b>LOT A – TOTAL ABC</b>		<b>17,459,280.00</b>

1. The DSWD – FO III, through its Bids and Awards Committee (BAC), now invites technically, legally, and financially capable suppliers for the mentioned goods and services.
2. The procurement procedure for this procurement project is Negotiated Procurement due to two (2) failed biddings pursuant to Section 53.1 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act", including Annex "H" thereof.
3. The procurement 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 to privileges to Filipino citizens, pursuant to Republic Act 5183 (RA 5183) and subject to Commonwealth Act 138 (CA 138).

4. The BAC will engage in negotiations with a sufficient number of suppliers to ensure effective competition. **The selection of the successful offer shall be based on the best and final offer that will be submitted on a specified date, which could meet the DSWD – FO III minimum technical specifications.**
5. Interested Bidders may obtain further information from the BAC Secretariat at the address given below from Monday to Friday at 8:00 a.m. to 5:00 p.m.
6. The schedule of bidding activities is herein stated below:

<b>Activities</b>	<b>Schedule</b>
1. Issuance and availability of Bidding Documents	Starting September 10, 2021 from 9:00 AM to 4:00 PM only
2. Submission of Bids	September 17, 2021, 12:00PM DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines
3. Opening of Bidding Documents (Best Offer) Eligibility Documents (Legal, Technical and Financial	September 17, 2021, 1:30PM DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines  (Participation of interested bidders and observers will be through videoconferencing) Late bids shall not be accepted.

7. A complete set of Bidding Documents may be acquired by interested bidders from the aforementioned address and website below. 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.

For downloading of Negotiation Documents:

[ps-philgeps.gov.ph](http://ps-philgeps.gov.ph) - Website of the Philippine Government Electronic Procurement System (PhilGEPS)

[www.fo3.dswd.gov.ph](http://www.fo3.dswd.gov.ph) – Website of the DSWD Field Office III

8. Bids shall be submitted in as provided herein below, sealed envelopes, labeled as "Negotiated Documents", with the title of the procurement project, name of the Bidder, address of the Bidder, and contact details of the bidder, addressed to the undersigned."

There shall be submitted in one (1) "mother/main" envelope duly sealed and labeled, containing two (2) sets of envelopes:


- a. First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as Copy One and Copy Two.
- b. Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as Copy One and Copy Two.
- c. Copy 1 and Copy 2 of both Eligibility and Technical Documents, and Financial Bid documents shall be marked certified true copies.

9. Further information may be obtained from the following:

<ul style="list-style-type: none"><li>a. Sale of bidding documents</li><li>b. Submission of bids</li><li>c. Links for online connectivity for procurement activities</li><li>d. Written clarifications on the project</li><li>e. Details on the issuance and uploading of bidding documents</li></ul>	<p><b>THE CHAIRPERSON</b> Bids and Awards Committee <b>c/o BAC Secretariat</b> DSWD Field Office III, Diosdado Macapagal Government Center, Maimpis, City of San Fernando, Pampanga, Philippines Tel: (045) 861 – 2413 Telefax: (045) 961 – 2413</p>
---	--

10. DSWD - FO III does not assume any responsibility to compensate or indemnify any bidder for expenses incurred in the preparation of bid.

11. DSWD - FO III reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its 2016 Revised IRR, without thereby incurring any liability to the affected bidder or bidders.

  
**VENUS F. REBULDELA**  
BAC Chairperson

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

## 1. Scope of Bid

1. The Procuring Entity, **Department of Social Welfare and Development (DSWD) – FIELD OFFICE III** invites Bids for the **Purchase of Food Items for the Implementation of Supplemental Feeding Program 11<sup>th</sup> Cycle for Seven (7) Provinces of Region III, LOT “A” - (DSWD FO III-BAC NP-2021-01)**

## 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **SFP/DR/Current**, in the amount of **Seventeen Million Four Hundred Fifty-Nine Thousand Two Hundred and Eighty Pesos (PhP17,459,280.00)**, for a single lot, to wit:

LOT	PARTICULARS	ABC (In Peso)
A	RICE PORRIDGE CHICKEN FLAVOR	17,459,280.00
	RICE PORRIDGE BEEF FLAVOR	
	SAUCY PASTA, TOMATO FLAVOR	
	SAUCY PASTA, CARBONARA FLAVOR	

- 2.2. The source of funding is:  
NGA, the General Appropriations Act or Special Appropriations.

## 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.

## 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. 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 two (2) calendar days before the deadline set for the submission and receipt of Bids.

## **9. Documents Comprising the Bid: Eligibility and Technical Components**

- 9.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 9.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the last three years prior to the deadline for the submission and receipt of bids.
- 9.3. 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. 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.

## **10. Documents Comprising the Bid: Financial Component**

- 10.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. 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.

- 1.1. 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.

## 11. Bid Prices

- 11.1. 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)*.

## 12. Bid and Payment Currencies

- 12.1. 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
- 12.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

### **13. 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.

### **14. 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 the **IB**.

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

- 15.1. 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.

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

### **16. 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.

## 17. Detailed Evaluation and Comparison of Bids

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.
- 17.4. The Project shall be awarded as follows:

**One Project having several items grouped into four (4) lots that shall be awarded as separate contracts per lot.**

- 17.5. 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.

## 18. 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 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**.

## 19. 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> <ul style="list-style-type: none"> <li><b>a. Procurement of Food Items</b></li> <li>b. Completed within <b>the last three (3) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>												
7.1	<b>Subcontracting is not allowed.</b>												
12	The price of the Goods shall be quoted DDP and VAT inclusive.												
19.3	<p>Lot A composes of:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">QTY</th> <th style="text-align: center;">PARTICULARS</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">290,988</td> <td>RICE PORRIDGE CHICKEN FLAVOR</td> <td rowspan="4" style="text-align: center; vertical-align: middle;">17,459,280.00</td> </tr> <tr> <td style="text-align: center;">290,988</td> <td>RICE PORRIDGE BEEF FLAVOR</td> </tr> <tr> <td style="text-align: center;">290,988</td> <td>SAUCY PASTA, TOMATO FLAVOR</td> </tr> <tr> <td style="text-align: center;">290,988</td> <td>SAUCY PASTA, CARBONARA FLAVOR</td> </tr> </tbody> </table>	QTY	PARTICULARS	ABC	290,988	RICE PORRIDGE CHICKEN FLAVOR	17,459,280.00	290,988	RICE PORRIDGE BEEF FLAVOR	290,988	SAUCY PASTA, TOMATO FLAVOR	290,988	SAUCY PASTA, CARBONARA FLAVOR
QTY	PARTICULARS	ABC											
290,988	RICE PORRIDGE CHICKEN FLAVOR	17,459,280.00											
290,988	RICE PORRIDGE BEEF FLAVOR												
290,988	SAUCY PASTA, TOMATO FLAVOR												
290,988	SAUCY PASTA, CARBONARA FLAVOR												
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><b>1. Present original copy and submit a certified true copy of the following:</b></p> <ul style="list-style-type: none"> <li>a. Latest Income Tax Return and Business Tax Return</li> <li>b. Latest Value Added Tax (VAT) Return</li> </ul> <p><i>Only tax returns filed and taxes paid through the BIR Electronic Filing &amp; Payment System (EFPS) shall be accepted.</i></p> <ul style="list-style-type: none"> <li>c. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)</li> <li>d. Valid Registration Certificate from Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI)</li> </ul>												

	<p>for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;</p> <p>e. Valid Business/Mayor’s permit issued by the city or municipality where the principal place of business of the bidder is located;</p> <p>f. Valid Tax Clearance per EO 398, Series of 2005, as finally reviewed and approved by the BIR;</p> <p>g. Bureau of Internal Revenue (BIR) Registration Certificate.</p> <p>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</p> <p>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.</p> <p>j. Company profile and Organizational Chart. Company printed brochure may be included.</p> <p>k. Vicinity Map/Location of the business.</p> <p>l. Other appropriate licenses and permits required by law and stated in the Bidding Documents.</p> <p><b><u>For joint venture:</u></b></p> <p>a. <b>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.</b></p> <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> <p><b><i>NOTE: FOR POST QUALIFICATION PURPOSES ONLY</i></b></p>				
	<p align="center"><b>CRITERIA FOR THE EVALUATION OF SERVICE PROVIDER</b></p> <table border="1" data-bbox="446 1854 1377 1998"> <thead> <tr> <th data-bbox="446 1854 1193 1912">FACTOR/CRITERIA</th> <th data-bbox="1193 1854 1377 1912">PERCENTAGE</th> </tr> </thead> <tbody> <tr> <td data-bbox="446 1912 1193 1998">PhilGEPS Platinum and other Eligibility Requirements per</td> <td data-bbox="1193 1912 1377 1998"><b>20%</b></td> </tr> </tbody> </table>	FACTOR/CRITERIA	PERCENTAGE	PhilGEPS Platinum and other Eligibility Requirements per	<b>20%</b>
FACTOR/CRITERIA	PERCENTAGE				
PhilGEPS Platinum and other Eligibility Requirements per	<b>20%</b>				

	RA 9184	
	Good track record for the last three (3) to five (5) years (no history complaints from other related projects in different government/private entities, not blacklisted by the FO/GPPB/ PhilGEPS).	<b>20%</b>
	Certificate of Direct Manufacturer/ Dealership Agreement / Distributorship Agreement valid, effective and subsisting from the time of opening of bid until the entire duration of this project.	<b>20%</b>
	Single largest completed contract (SLCC) SLCC Must be at least 25 % of the total Approved budget for the contract in order to qualify for the bid.	<b>20%</b>
	Logistics, Manpower and Warehouse	
	1. Available warehouse within nearby areas whether rented or owned evidenced by a copy of the Title of Ownership or Contract of Lease valid, effective and subsisting from the time of opening of bid until the entire duration of this project.	<b>5%</b>
	2. At least 2 available delivery trucks or wing vans in good condition and with standard capacity to cater daily or weekly delivery as evidenced by Certificate of Ownership/OR/CR.	<b>8%</b>
	3. At least 2-3 hauler sand inspectors per designated province as evidenced by Certificate of Employment.	<b>7%</b>
	<b>TOTAL</b>	<b>100%</b>

The Lowest Calculated Bidder must obtain at least a rating of **85%** to qualify on the basis of the evidence presented at Post Qualification.

***NOTE: FOR POST QUALIFICATION PURPOSES ONLY***

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> <p>First envelope containing two (2) sets of Eligibility and Technical documents duly sealed and marked as Copy One and Copy Two.</p> <p>Second envelope containing two (2) sets of Financial Bid documents duly sealed and marked as Copy One and Copy Two.</p> <p>Copy 1 and Copy 2 of both Eligibility and Technical Documents, and Financial Bid documents shall be marked certified true copies by the owner or his/her duly authorized representative.</p>
------	---



20.4	<p>All envelopes shall be labeled/marked as follows:</p> <p><b>TO : MS. VENUS F. REBULDELA CHAIRPERSON BIDS AND AWARDS COMMITTEE DSWD-FO III</b></p> <p><b>FROM :</b> _____ (Name of Bidder in Capital Letters)</p> <p><b>ADDRESS:</b> _____ (Address of Bidder in Capital Letters)</p> <p><b>PROJECT: PURCHASE OF FOOD ITEMS FOR THE IMPLEMENTATION OF SUPPLEMENTAL FEEDING PROGRAM 11<sup>TH</sup> CYCLE FOR SEVEN (7) PROVINCES OF REGION III – LOT “A”</b></p>
------	--

	<p>BID REF NO. : (DSWD FO III-BAC NP-2021-01) ABC : P17,459,280.00</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: center;">LOT</th> <th style="width: 60%; text-align: center;">PARTICULARS</th> <th style="width: 30%; text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">A</td> <td>RICE PORRIDGE CHICKEN FLAVOR</td> <td rowspan="4" style="text-align: center; vertical-align: middle;">17,459,280.00</td> </tr> <tr> <td>RICE PORRIDGE BEEF FLAVOR</td> </tr> <tr> <td>SAUCY PASTA, TOMATO FLAVOR</td> </tr> <tr> <td>SAUCY PASTA, CARBONARA FLAVOR</td> </tr> </tbody> </table> <p>DO NOT OPEN BEFORE: 16 September 2021; 1:30 P.M</p>	LOT	PARTICULARS	ABC	A	RICE PORRIDGE CHICKEN FLAVOR	17,459,280.00	RICE PORRIDGE BEEF FLAVOR	SAUCY PASTA, TOMATO FLAVOR	SAUCY PASTA, CARBONARA FLAVOR
LOT	PARTICULARS	ABC								
A	RICE PORRIDGE CHICKEN FLAVOR	17,459,280.00								
	RICE PORRIDGE BEEF FLAVOR									
	SAUCY PASTA, TOMATO FLAVOR									
	SAUCY PASTA, CARBONARA FLAVOR									
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><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><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><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the</li> <li>c. supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>

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

**Spare Parts –**

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

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

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.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

	<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><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>
	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
4	<p>The inspections and tests that will be conducted are: <i>physical test of goods including packaging; expiry and tech specifications.</i></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 Items for the Implementation of Supplemental Feeding Program 11 <sup>th</sup> Cycle for Seven (7) Provinces of Region III – LOT “A”	<p style="text-align: center;">First Delivery: Within 15 Days From Receipt of Notice to Proceed (NTP) subject to the detailed schedule for deliveries (October 2021)</p> <p style="text-align: center;">2<sup>nd</sup> Delivery: November 2021 (for Supply for 2 Months)</p> <p style="text-align: center;"><i>All deliveries shall conform with the approved schedule of delivery adjusted on the projected timeline of this procurement activity.</i></p>

### Area of Coverage and Food Allocation Requirement

PROVINCES	NO. OF LGUS	PLACE OF DELIVERY	FREQUENCY OF DELIVERY	REFERENCE
<b>PAMPANGA</b>	<b>6</b>	PSWDOs of the Province concerned/Provincial Warehouse (subject to change depending on the availability of the warehouse and notice of Procuring Entity.)	Non - Perishable Items - 3 Monthly Supply of Items as provided for in the approved schedule of delivery delivered TWICE: October 2021 – one month supply November 2021 – two month supply	A. Detailed Schedule of Delivery and Summary of Items per Delivery PER LGU
<b>BULACAN</b>	<b>3</b>			
<b>BATAAN</b>	<b>4</b>			
<b>TARLAC</b>	<b>9</b>			
<b>NUEVA ECIJA</b>	<b>7</b>			B. Food Requirement PER LGU
<b>ZAMBALES</b>	<b>3</b>			
<b>AURORA</b>	<b>1</b>			
<b>TOTAL</b>	<b>33</b>			

\* Schedule may change depending on the weather condition, and special holidays.

*\*\* Extension may be had in the event of declaration of holiday, times of disaster, calamities and happening of other special events and occurrences of unforeseen events (i.e. animal diseases and the like.)*

**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**

# 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.	Particulars	Bidder’s Statement of Compliance	Bidder’s Actual Offer with Detailed Specifications
<b>LOT A</b>			
	<b>RICE PORRIDGE, CHICKEN FLAVOR</b>		
1	<ul style="list-style-type: none"> <li>a. READY TO COOK, Nutrient-Rich Food Pack, Fortified with Vitamin A or Iron/Zinc or both, with nutritional information in the label based on DOH AO#2014-0030 or the rules and Regulations Governing the labelling of Pre-packaged Food Products distributed in the Phils.</li> <li>b. Size: 50 grams/pack</li> <li>c. Expiration: At least Six (6) months expiration upon delivery</li> <li>d. Single-serve sachet</li> <li>e. <b>BREAKDOWN PER PROVINCES</b> <ul style="list-style-type: none"> <li>1. 5,700 PACK/PIECE - AURORA</li> <li>2. 25,866 PACK/PIECE – BATAAN</li> <li>3. 36,738 PACK//PIECE – BULACAN</li> <li>4. 49,998 PACK/PIECE - NUEVA ECIJA</li> <li>5. 46,794 PACK/PIECE – PAMPANGA</li> <li>6. 98,268 PACK/PIECE – TARLAC</li> <li>7. 27,624 PACK/PIECE – ZAMBALES</li> </ul> </li> <li>f. The item will be delivered</li> </ul>		

	<p>once a month in 3 months</p> <p>g. Good for 1 month supply every delivery.</p> <p>h. Delivery Place: PSWDOs of the Province concerned/Provincial Warehouse (subject to change depending on the availability of the warehouse and notice of Procuring Entity.)</p> <p>➤ Aurora province will be delivered at the LGU.</p>		
	<p><b>RICE PORRIDGE, BEEF FLAVOR</b></p>		
2	<p>a. READY TO COOK, Nutrient-Rich Food Pack, Fortified with Vitamin A or Iron/Zinc or both, with nutritional information in the label based on DOH AO#2014-0030 or the rules and Regulations Governing the labelling of Pre-packaged Food Products distributed in the Phils.</p> <p>b. Size: 50 grams/pack</p> <p>c. Expiration: At least Six (6) months expiration upon delivery</p> <p>d. Single-serve sachet</p> <p><b>e. BREAKDOWN PER PROVINCES</b></p> <ol style="list-style-type: none"> <li>1. 5,700 PACK/PIECE - AURORA</li> <li>2. 25,866 PACK/PIECE - BATAAN</li> <li>3. 36,738 PACK//PIECE - BULACAN</li> <li>4. 49,998 PACK/PIECE - NUEVA ECIJA</li> <li>5. 46,794 PACK/PIECE - PAMPANGA</li> <li>6. 98,268 PACK/PIECE - TARLAC</li> <li>7. 27,624 PACK/PIECE - ZAMBALES</li> </ol> <p>f. The item will be delivered once a month in 3 months</p> <p>g. Good for 1 month supply every delivery.</p>		

	<p>h. Delivery Place: PSWDOs of the Province concerned/Provincial Warehouse (subject to change depending on the availability of the warehouse and notice of Procuring Entity.)</p> <p>➤ Aurora province will be delivered at the LGU.</p>		
	<p><b>SAUCY PASTA, TOMATO FLAVOR,</b></p>		
3	<p>a. READY TO COOK, Nutrient-Rich Food Pack, Fortified with Vitamins and Minerals with nutritional with Vitamin A or Iron/Zinc or both, with nutritional information in the label based on DOH AO#2014-0030 or the rules and Regulations Governing the labelling of Pre-packaged Food Products distributed in the Phils.</p> <p>b. Size: 50 grams/pack</p> <p>c. Expiration: At least Six (6) months expiration upon delivery</p> <p>d. Single-serve sachet</p> <p>e. BREAKDOWN PER PROVINCES</p> <p>f. 5,700 PACK/PIECE - AURORA 25,866</p> <p>g. 36,738 PACK//PIECE - BATAAN</p> <p>h. 49,998 PACK/PIECE - BULACAN</p> <p>i. 46,794 PACK/PIECE - NUEVA ECIJA</p> <p>j. 98,268 PACK/PIECE - PAMPANGA</p> <p>k. 27,624 PACK/PIECE - TARLAC</p> <p>l. 27,624 PACK/PIECE - ZAMBALES</p> <p>l. The item will be delivered once a month in 3 months</p> <p>m. Good for 1 month supply every delivery.</p> <p>n. Delivery Place: PSWDOs</p>		

	<p>of the Province concerned/Provincial Warehouse (subject to change depending on the availability of the warehouse and notice of Procuring Entity.)</p> <p>a. Aurora province will be delivered at the LGU.</p>		
	<p><b>SAUCY PASTA, CARBONARA FLAVOR</b></p>		
4	<p>a. READY TO COOK, Nutrient-Rich Food Pack, Fortified with Vitamins and Minerals with nutritional information in the label based on DOH AO#2014-0030 or the rules and Regulations Governing the labelling of Pre-packaged Food Products distributed in the Phils.</p> <p>b. Size: 50 grams/pack</p> <p>c. Expiration: At least Six (6) months expiration upon delivery</p> <p>d. Single-serve sachet</p> <p>e. BREAKDOWN PER PROVINCES</p> <ol style="list-style-type: none"> <li>1. 5,700 PACK/PIECE - AURORA</li> <li>2. 25,866 PACK/PIECE - BATAAN</li> <li>3. 36,738 PACK//PIECE - BULACAN</li> <li>4. 49,998 PACK/PIECE - NUEVA ECIJA</li> <li>5. 46,794 PACK/PIECE - PAMPANGA</li> <li>6. 98,268 PACK/PIECE - TARLAC</li> <li>7. 27,624 PACK/PIECE - ZAMBALES</li> </ol> <p>f. The item will be delivered once a month in 3 months</p> <p>g. Good for 1 month supply every delivery.</p> <p>h. Delivery Place: PSWDOs of the Province concerned/Provincial</p>		

	<p>Warehouse (subject to change depending on the availability of the warehouse and notice of Procuring Entity.)</p> <p>➤ Aurora province will be delivered at the LGU.</p>		

**MISCELLANEOUS**

Item No.	Particulars	Bidder's Statement of Compliance	Bidder's Actual Offer with Detailed Specifications
1	<p><b>INCIDENTAL SERVICES</b></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>		
2	<p><b>PACKAGING</b></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>		
3	<p><b>INSURANCE</b></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>		
4	<p><b>WARRANTY</b></p> <p>Delivered items (for non-perishable goods) must come with a warranty period of <b>15 days from the date of delivery</b>. This warranty shall cover</p>		



	any manufacturing defects discovered in the delivered items even after the preliminary and final acceptance of the DSWD ROIII. <i>[State your offer at the Bidder's Actual Offer with Detailed Specifications Column]</i>		
5	<b>TRANSPORTATION</b> 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 specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. <i>[State your offer at the Bidder's Actual Offer with Detailed Specifications Column]</i>		
6	<b>TAXES &amp; OTHER CHARGES</b> 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. <i>[State your offer at the Bidder's Actual Offer with Detailed Specifications Column]</i>		

**Conforme:**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**

\_\_\_\_\_  
**Name and Designation**

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

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

*\*[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” 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 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. [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.]*

## **Section IX. 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 2020 and 2019 (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 X. 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 Items for the Implementation of Supplemental Feeding Program 11<sup>th</sup> Cycle for Seven (7) Provinces of Region III – LOT “A”**;
- 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 guidelines<sup>1</sup> 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

---

<sup>1</sup> 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 Items for the Implementation of Supplemental Feeding Program 11<sup>th</sup> Cycle for Seven (7) Province of Region III

Item No.	Particulars	Quantity	Unit Price (in Phil Peso)	Total Price (in Phil Peso)
A	Rice Porridge Chicken Flavor	290,988		
	Rice Porridge Beef Flavor	290,988		
	Saucy Pasta, Tomato Flavor	290,988		
	Saucy Pasta, Carbonara Flavor	290,988		
<b>APPROVED BUDGET FOR THE CONTRACT (LOT A)</b>				<b>17,459,280.00</b>

*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 \_\_\_

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: \_\_\_\_\_

# *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]*

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

## 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.]

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

**(Bidder's Company Letterhead)**

**Purchase of Food Items for the Implementation of Supplemental Feeding Program 11<sup>th</sup>  
Cycle for Seven (7) Province of Region III – LOT "A"  
(DSWD FO III-BAC NP-2021-01)**

Approved Budget for the Contract (ABC):  
LOT A - 17,459,280.00

**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:

<b>CA</b>	=	<b>Current Assets</b>	<b>P</b>
<b>Less:</b>			-
<b>CL</b>	=	<b>Current Liabilities</b>	<b>P</b>
<b>Sub-Total 1</b>			<b>P</b>
			<b>X 15</b>
<b>Sub-Total 2</b>			<b>P</b>
<b>Less:</b>			-
<b>C</b>	=	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	<b>P</b>
<b>NFCC</b>			<b>P</b>

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><b>PLEASE USE THIS PRESCRIBED FORMAT IN THIS BID FORM</b></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 Fifty percent (50%) 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: \_\_\_\_\_

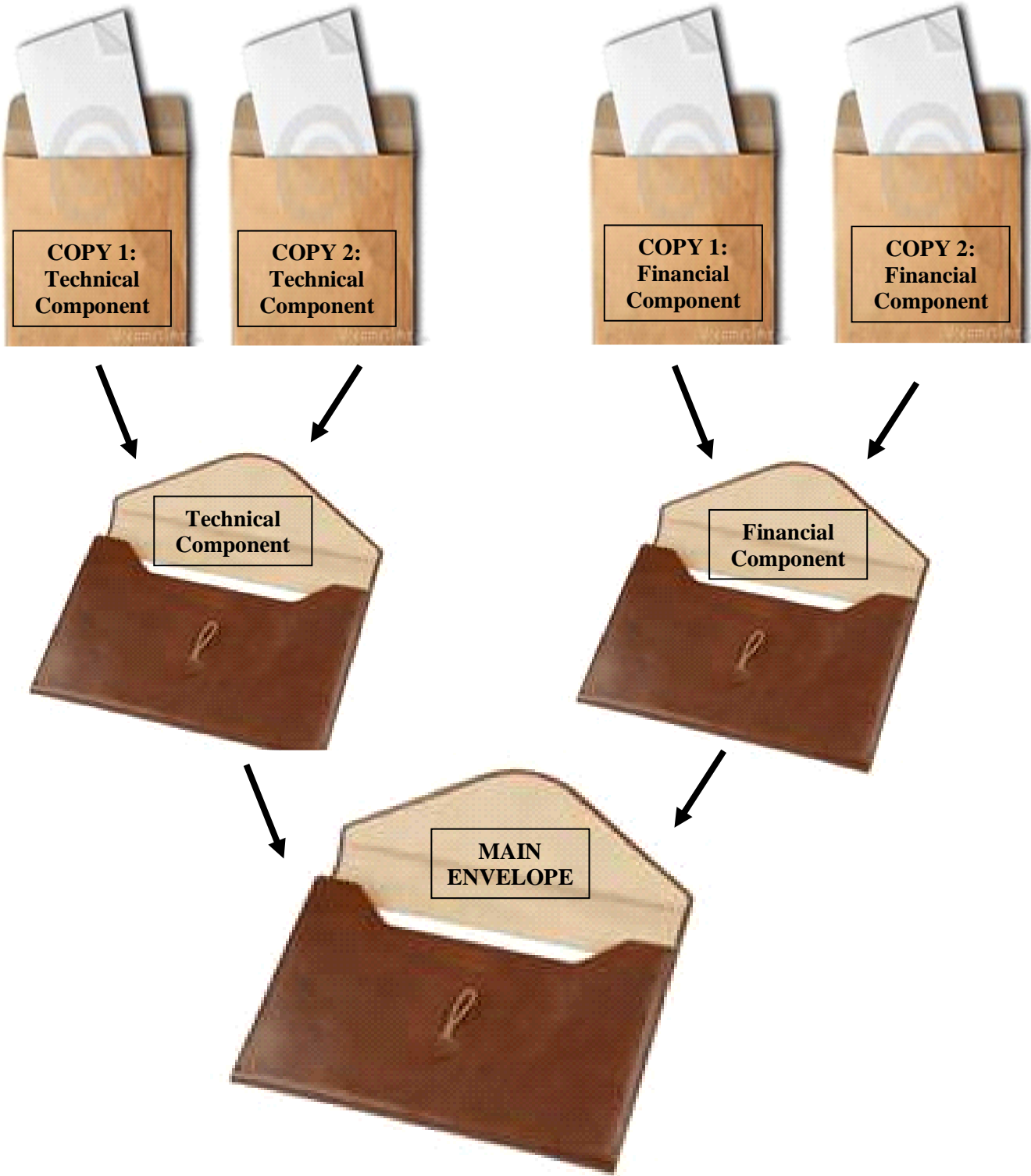
Name of Authorized Representative: \_\_\_\_\_

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)

LOT: \_\_\_\_\_

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)

LOT: \_\_\_\_\_

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)

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

**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)

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

**Bid Ref No.:** \_\_\_\_\_

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

**DO NOT OPEN BEFORE:** \_\_\_\_\_

