## PHILIPPINE BIDDING DOCUMENTS

# Procurement of GOODS

SUPPLY AND DELIVERY OF GROCERY SUPPLIES FOR 6 CRCFs (AMOR, RRCY, RHFG, TLC, THFW AND HAVEN) FOR  $1^{\rm ST}$  QUARTER OF CY 2025 – 2

Government of the Republic of the Philippines

Sixth Edition July 2020

#### **Preface**

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 Department of Social Welfare and Development Field Office III and Diosdado Macapagal Government Center, Brgy. Maimpis, City of San Fernando, Pampanga *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 Government Procurement 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

#### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

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

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



## 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: bac.fo3@dswd.gobv.ph website: https://fo3.dswd.gov.ph

#### **INVITATION TO BID**

SUPPLY AND DELIVERY OF GROCERY SUPPLIES FOR 6 CRCFs (AMOR, RRCY, RHFG, TLC, THFW AND HAVEN) FOR 1<sup>ST</sup> QUARTER OF CY 2025 – 2

ITB No. GOP/DSWD3-2025-01-0001 (PR No. 2024-10-01, 10-031, 10-032, 10-036, 10-067 and 11-020)

1. The Department of Social Welfare and Development (DSWD) - Field Office III, through the General Appropriations Act (GAA) FY 2025, intends to apply the sum of ONE MILLION FOUR HUNDRED THIRTEEN THOUSAND EIGHTY-FOUR PESOS ONLY being the Approved Budget of the Contract to payments under the contract for "SUPPLY AND DELIVERY OF GROCERY SUPPLIES FOR 6 CRCFs (AMOR, RRCY, RHFG, TLC, THFW AND HAVEN) FOR 1ST QUARTER OF CY 2025 -2 Bids received in excess of the ABC shall be automatically rejected at bid opening.

LOT	PARTICULARS	ABC	BIDDING DOCUMENT FEE
1	SUPPLY AND DELIVERY OF GROCERY SUPPLIES FOR 6 CRCFs (AMOR, RRCY, RHFG, TLC, THFW AND HAVEN) FOR 1ST QUARTER OF CY 2025 – 2	Php 1,413,084.00	Php 5,000.00

- 2. The **Department of Social Welfare and Development (DSWD) Field Office III** now invites bids for the above Procurement Project. Delivery of the Goods shall within the period appearing in the **SCHEDULE OF REQUIREMENTS**. Bidders should have completed, **within the last ten (10) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from **Department of Social Welfare** and **Development Field Office III** and inspect the Bidding Documents at the address given below or at the DSWD Field Office III official website.

In compliance with GPPB Resolution 09-2020 entitled, "Approving Measures for the Efficient Conduct of Procurement Activities during a State of Calamity or Implementation of Community Quarantine or Similar Restrictions", the DSWD Bids and Awards Committee has confirmed, adopted, and approved measures for online or electronic bidding, as recommended by the GPPB-TSO, for the efficient conduct of all procurement activities, regardless of the procurement modality, during the pandemic in preparation for the full implementation of GPPB Resolution No. 21-2021 using E- Bidding Facility of the Modernized Philippine Government Electronic Procurement System (m-PhilGEPS).

In view of this, the procedure for this procurement project shall be in accordance with DSWD BAC Resolution No. 2021-10-01 relative to the Implementation of Electronic Submission and Receipt of Bids and the Bidder's Kit on Guidelines to Bidders in Adopting Electronic Submission of Bids is attached herewith as Annex "A."

5. A complete set of Bidding Documents may be acquired by interested Bidders on **January 24, 2025 to February 5, 2025 (9:00 AM)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or electronic mail.

Interested Bidders shall contact the BAC Secretariat through e-mail at *quotation.fo3@dswd.gov.ph* for further instructions on the purchase and payment of the Bidding Documents.

Upon receipt from the BAC of an official Acknowledgement Receipt of Bid and payment of the Bidding Document Fee, the bidder shall submit to the BAC Secretariat clear digital copies of the aforementioned Acknowledgement Receipt of Bid and either clear scanned copy of Official Receipt issued by the DSWD Field Office III Cashier's Office on or before the deadline of submission of bids.

6. Department of Social Welfare and Development Field Office III will hold a Pre-Bid Conference<sup>1</sup> on **January 24, 2025** | **10:00 AM** through video conferencing or webcasting via Google Meet which shall be open to prospective bidders.

A pre-registration shall be required for all interested suppliers in order to access the video conferences and to participate further in the procurement activities as scheduled. Those

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<sup>&</sup>lt;sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

interested bidders must provide complete information in the Google Forms which may be accessed via this link: https://tinyurl.com/DSWDe-bid

Prospective bidders are encouraged to discuss any concerns or clarifications about the eligibility requirements including the technical specifications on the said conference.

- 7. Bids must be duly received and acknowledged by the BAC Secretariat through online or electronic submission on or before February 5, 2025 at 9:00 AM in the manner compliant with the submission of eligibility documents for public bidding and in accordance with the above-mentioned DSWD BAC Resolution No. 2021-10-01 relative to the Implementation of Electronic Submission and Receipt of Bids and the Bidder's Kit on Guidelines to Bidders in Adopting Electronic Submission of Bids. LATE SUBMISSION OF BIDS SHALL NOT BE ACCEPTED
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **February 5, 2025 at 10:00 AM** via Google Meet video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. *Note: The representative of the bidder must be the individual specified in the electronic submission*
- 10. Prospective bidders are requested to organize and submit their Bids electronically as provided under the Bidder's Kit on **Guidelines to Bidders in Adopting Electronic Submission of Bids and suppliers are hereby reminded as follows**:
  - a) The submission of the Legal and Technical Documents (First Envelope) and Financial Documents (Second Envelope) shall be in PDF file;
  - b) Scan the original copy of the **Legal and Technical Requirements** and save as PDF, after scanning the original copy of the **Legal and Technical Requirements**, place the scanned files in one folder with file name "**Legal and Technical Documents**" and compress the folder using **WinRAR Extractor Application** with file name "**Folder 1 Legal and Technical Documents**", assign a strong password on the compressed file;
  - c) Scan the original copy of the **Financial Requirements** and save as PDF, after scanning the original copy of the **Financial Requirements**, place the scanned files in one folder with file name "**Financial Requirements**" and compress the folder using **WinRAR Extractor Application** with file name "**Folder 2 Financial Documents**", assign a password on the compressed file;
  - d) After encrypting the **Legal and Technical, and Financial Requirements**, encrypt the two (2) encrypted files using **WinRAR Extractor Application** with file name "**DSWD-FOIH ITB No.** \_\_\_\_ (Name of Bidder)", and assign a strong password;

In case of modification of bids by the bidder, the bidder shall use the file name for the main file "DSWD-FOIII ITB No. - (Name of Bidder) - Final"

The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official uploading site provided that it is equally secured by strong password, properly identified, and submitted on or before the set deadline.

Important: Passwords shall bear a unique combination for each file. Same passwords for any and all files are strictly not allowed. Please see attached ANNEX for your guidance.

- Submit/Upload your bids thru this link: <a href="https://tinyurl.com/dswdfo3cbupload">https://tinyurl.com/dswdfo3cbupload</a> on or before the set deadline;
- After submission of your bids, wait for an acknowledgement of BAC via email for the confirmation of your submitted bids indicating the Date and Time of your submission; and
- Also, the link for the Opening of Bids will be sent to your registered email upon submission of the copy of the Acknowledgement Receipt of Bid and proof of payment of the bidding document to the BAC Secretariat as stated in item no.6 hereof.

Important: All bids submitted after the deadline will NOT be considered in the bid opening. It is the responsibility of the bidders who submitted their bids electronically to monitor receipt of an auto-generated bid receipt acknowledging their bid submission. Failure to receive a bid receipt means the submission was not successful.

In case the bidder fails to submit any or all of the folders containing the documentary requirements in <u>unique password-protected RAR files</u>, the bid/quotation will <u>automatically be disqualified and shall be declared as "FAILED"</u> and the supplier will no longer be allowed to participate further in the procurement activities scheduled for this project.

After the opening and evaluation of bids, the BAC, its staff and personnel, Secretariat and Technical Working Group (TWG), as well as Observers are prohibited from making or accepting any communication with any bidder regarding the evaluation of their bids until issuance of Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request in writing. All responses to requests for clarification shall be in writing.

- 11. The 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 Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

#### THE BIDS AND AWARDS COMMITTEE CHAIRPERSON

Bids and Awards Committee Office (c/o BAC Secretariat)
Department of Social Welfare and Development Field Office III
Diosdado Macapagal Government Center, Maimpis,

City of San Fernando, Pampanga, Philippines, 2000 Telephone number: (045) 961 – 2143

#### 13. You may visit the following websites:

For downloading of Bidding Documents:

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

<u>www.fo3.dswd.gov.ph</u> – Website of the DSWD Field Office III
<u>https://tinyurl.com/fo3bacsite</u> – Website of the DSWD Field Office III BAC

Prospective bidders are **required** to pay for the purchase of the project's Philippine Bidding Documents personally at DSWD FO III.

Sgd.

**DIR. MARIBEL M. BLANCO**Bids and Awards Committee Chairperson

## DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENTFIELD OFFICE III BIDS AND AWARDS COMMITTEE

## GUIDELINES TO BIDDERS IN ADOPTING ELECTRONIC SUBMISSION OF BIDS

(GPPB Resolution No. 09-2020)

#### For Pre-Bidding Conference

- **Step 1:** Register by completing the information required in the Google Forms that can be accessed with this link: <a href="https://tinyurl.com/DSWDe-bid">https://tinyurl.com/DSWDe-bid</a>. Once the form is successfully submitted, wait for an acknowledgement that will be sent to you via email.
- **Step 2:** Attend in the scheduled Pre-Bid Conference by clicking the link attached in the Acknowledgement email.
- **Step 3:** Wait for the Bids and Awards Committee to accept your entry in the set conference.

#### For Submission of Bids

- **Step 1**: Scan the original copy of the Legal and Technical Requirements and save as PDF, after scanning the original copy of the Legal and Technical Requirements, place the scanned files in one folder with file name "Legal and Technical Documents" and compress the folder using WinRAR Extractor Application with file name "Folder 1 Legal and Technical Documents", assign a strong password on the compressed file.
- **Step 2:** Scan the original copy of the Financial Requirements and save as PDF, after scanning the original copy of the Financial Requirements, place the scanned files in one folder with file name "Financial Requirements" and compress the folder using WinRAR Extractor Application with file name "Folder 2 Financial Documents", assign a strong password on the compressed file.
- **Step 3:** After encrypting the Legal and Technical, and Financial Requirements, compress the two (2) encrypted files using WinRAR Extractor Application with file name "DSWD-FOIII Bidding No.\_\_\_- (Name of Bidder)", and assign a strong password.

In case of modification of bids by the bidder, the bidder shall use the file name for the main file "DSWD-FOIII ITB No.\_\_\_\_- (Name of Bidder) - Final"

The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official uploading site provided that it is equally secured by password, properly identified, and submitted on or before the set deadline. The bidder shall use the following file names:

Important: Passwords shall bear a unique combination for each folder. Same passwords for allfolders are strictly not allowed. Please see attached ANNEX for your guidance.

**Step 4:** Submit/Upload your bids thru this link:

https://tinyurl.com/dswdfo3cbupload on or before the set deadline.

**Step 5:** After submission of your bids, wait for an acknowledgement of BAC via email for the confirmation of your submitted bids indicating the Date and Time of your submission. Print the confirmation sent by the BAC as proof of your submission and send it to the BAC Secretariat together with your proof of payment to receive the link for the Opening of Bids.

**IMPORTANT:** All bids submitted after the deadline will NOT be considered in the bid opening.

#### For Opening of Bids

**Step 1:** Open the email and access the link provided by the Secretariat to enter in the video conference. Wait for the confirmation from the BAC Secretariat to enter the meeting room.

[Failure to compress the Main Folder using WinRAR Extractor Application and/or place a password thereto as well as failure to set unique passwords for the Legal & Technical Folder and/or Financial folder will warrant the AUTOMATIC DISQUALIFICATION of such bidder];

**Step 2:** When prompted, disclose in the chatbox the password to the password-protected RAR folder. The BAC Secretariat will prompt you to disclose the password for the document containing the Legal and Technical Requirements. If you are present, the BAC Secretariat willask in the chatbox of the Google Meet video conferencing room for the corresponding password during the bid opening itself.

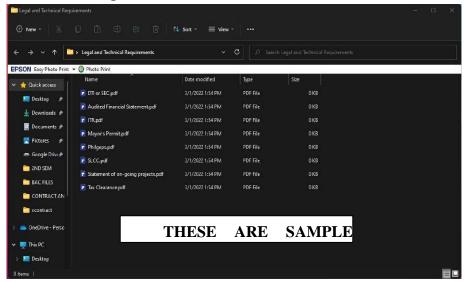
**Step 3:** Should the Legal and Technical requirements be declared as "PASSED", you will be prompted to disclose the password for the PDF document containing the Financial Requirements. You must respond promptly.

**IMPORTANT NOTE:** If you are not present in the online meeting in Google Meet, the Secretariat will send you an inquiry for such password via text message to your registered mobile number. You are given a **maximum of five (5) minutes to respond**.

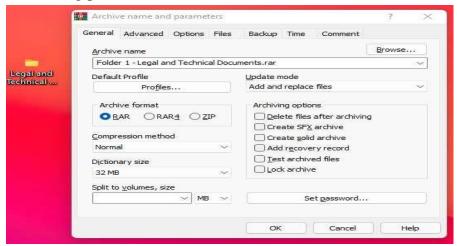
Should you not respond with the password when prompted, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password, and you are given another five (5) minutes to respond. Should you fail to respond within the allotted time, your submitted bid will no longer be considered. The participating bidder shall only have **three (3) attempts** to provide the correct password for each folder.

## Instructions for Compressing Files into a Password-Protected RAR Format for Legal and Technical Requirements (as per the checklist)

1. Place the scanned files in one (1) folder with filename "Legal and Technical Requirements"

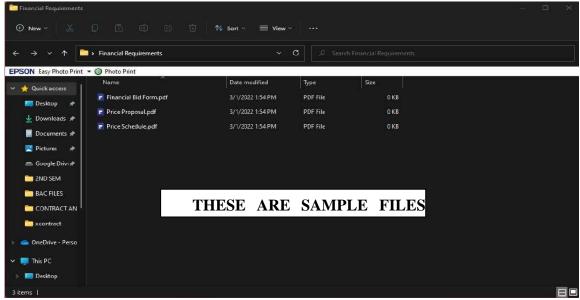


2. Compress the folder using WinRAR Extractor Application with filename "Folder 1 - Legal and Technical Documents" and set a strong password

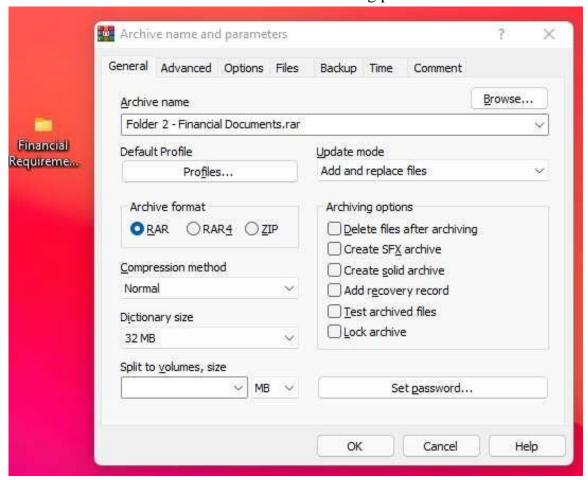


#### For Financial Requirements (based on the checklist)

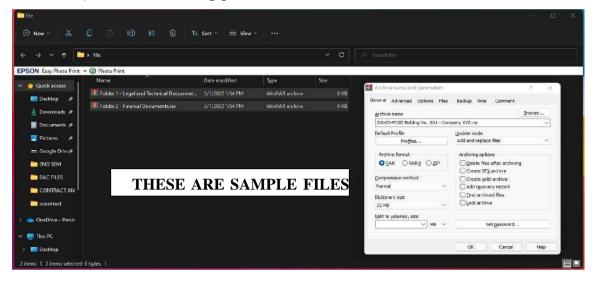
• Place the scanned files in one (1) folder with filename "Financial Requirements"



• Compress the folder using **WinRAR Extractor Application** with filename "Folder 2 - Financial Documents" and set a strong password



After encrypting the Legal and Technical, and Financial Requirements, compress the two (2) password-protected RAR files using WinRAR Extractor Application with filename "DSWD-FOIII ITB No.\_- (Name of Bidder)", and set a strong password



#### **Important:**

Passwords shall bear a unique combination for each file. Same passwords for any and all files are **strictly not allowed**. Please see attached **ANNEX** for your guidance.

In case of modification of bids by the bidder, the bidder shall use the file name for the main file "DSWD-FOIII ITB No.\_- (Name of Bidder) - Final"

The original bid submitted cannot be retrieved; however, a modified bid may be submitted to the BAC Secretariat's official upload site, provided it is password-protected, properly labeled, and submitted on or before the designated deadline.

## Section II. Instructions to Bidders

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

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

#### 1. Scope of Bid

The Procuring Entity, **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III** wishes to receive Bids for the "SUPPLY AND DELIVERY OF GROCERY SUPPLIES FOR 6 CRCFs (AMOR, RRCY, RHFG, TLC, THFW AND HAVEN) FOR 1<sup>ST</sup> QUARTER OF CY 2025 – 2 with identification number ITB NO. GOP/DSWD3-2025-01-0001.

The Procurement Project referred to herein as "SUPPLY AND DELIVERY OF GROCERY SUPPLIES FOR 6 CRCFs (AMOR, RRCY, RHFG, TLC, THFW AND HAVEN) FOR 1<sup>ST</sup> QUARTER OF CY 2025 – 2 the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

#### 2.1. The GOP through the source of funding as indicated below in the amount of:

LOT	PARTICULARS	ABC
1	SUPPLY AND DELIVERY OF	Php 1,413,084.00
	GROCERY SUPPLIES FOR 6 CRCFs	1 , ,
	(AMOR, RRCY, RHFG, TLC, THFW	
	AND HAVEN) FOR 1ST QUARTER	
	OF CY 2025 – 2	

#### 2.2. The source of funding is:

NGA, the National Expenditure Program

#### 3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or

through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that: **SUBCONTRACTING IS NOT ALLOWED.** 

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and through videoconferencing Google Meet as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **the last ten (10) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial Documents).

(Reference must be made to herewith attached Guidelines to Bidders in Adopting Electronic Submission of Bids)

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB SHALL NOT BE ACCEPTED**.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

#### 12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

#### 13. 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 one copy of the first and second components of its Bid.

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 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.

(Reference must be made to herewith attached Guidelines to Bidders in Adopting Electronic Submission of Bids)

#### 16. Deadline for Submission of Bids

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

(Reference must be made to herewith attached Guidelines to Bidders in Adopting Electronic Submission of Bids)

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

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

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
  - One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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

### Section III. Bid Data Sheet

#### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

## **Bid Data Sheet**

ITB Clause		
5.3	For this purpose, contracts similar to the Project shall be:	
	a. Supply and Delivery of following:	
	Food items	
	b. completed within the last ten (10) years prior to the deadline for the submission and receipt of bids.	
7.1	SUBCONTRACTING IS NOT ALLOWED	
11.1	The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).	
	(Reference must be made to herewith attached Guidelines to Bidders in Adopting Electronic Submission of Bids)	
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.	
12	The price of the Goods shall be quoted DDP and VAT inclusive for this Project.	
14.1	The bid security shall be in a form of a Bid Securing Declaration or any of the following forms and amounts of Bid Security:	
	a. The amount of not less than two percent (2%) of the 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 the ABC, if bid security is in Surety Bond.	
18.1	Domestic Preference. 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.	
19.3	The total Approved Budget for the Contract is as follows:	
	LOT PARTICULARS ABC	
	1 SUPPLY AND DELIVERY OF GROCERY SUPPLIES FOR 6 CRCFs (AMOR, RRCY, RHFG, TLC, THFW AND HAVEN) FOR 1ST QUARTER	
	OF CY 2025 – 2	

#### CERTIFICATION OF AUTHENTICITY OF SUBMITTED DOCUMENTS

Scanned copies of mere duplicate or photocopy of all documents supporting the bids mustbe duly certified as true copies thereof.

#### USE OF PRESCRIBED FORMS & TEMPLATES

Format and Content of herewith attached Templates and Forms provided in this Bidding Documents must be used.

Reference must be made to herewith attached Guidelines to Bidders in Adopting Electronic Submission of Bids

#### For Submission of Bids

Step 1: Scan the original copy of the Legal and Technical Requirements and save as PDF, after scanning the original copy of the Legal and Technical Requirements, place the scanned files in one folder with file name "Legal and Technical Documents" and compress the folder using WinRAR Extractor Application with file name "Folder 1 - Legal and Technical Documents", assign a password on the file.

Step 2: Scan the original copy of the Financial Requirements and save as PDF, after scanning the original copy of the Financial Requirements, place the scanned files in one folder with file name "Financial Requirements" and compress the folder using WinRAR Extractor Application with file name "Folder 2 - Financial Documents", assign a password on the file.

Step 3: After encrypting the Legal and Technical, and Financial Requirements, compress the two (2) encrypted files using WinRAR Extractor Application with file name "DSWD-FOIII ITB No. - (Name of Bidder)", and assign a strong password.

In case of modification of bids by the bidder, the bidder shall use the file name for the main file "DSWD-FOIII ITB No. - (Name of Bidder) - Final"

The original bid submitted shall not be retrieved but a modified bid shall be submitted to the BAC Secretariat official uploading site provided that it is equally secured by password, properly identified, and submitted on or before the set deadline. The bidder shall use the following file names:

Important: Passwords shall bear a unique combination for each folder. Same passwords for any and all folders are strictly not allowed. Please see attached ANNEX for your guidance.

Step 4: Submit/Upload your bids thru this link: https://tinyurl.com/dswdfo3ebid on or before the set deadline.

Step 5: After submission of your bids, wait for an acknowledgement of BAC via email for the confirmation of your submitted bids indicating the Date and Time of your submission. Print the confirmation sent by the BAC as proof of your submission and send it to the BAC Secretariat together with your proof of payment to receive the link for the Opening of Bids.

IMPORTANT: All bids submitted after the deadline will NOT be considered in the bid opening.

#### For Opening of Bids

Step 1: Open the email and access the link provided by the Secretariat to enter in the video conference. Wait for the confirmation from the BAC Secretariat to enter the meeting room.

Step 2: When prompted, disclose in the chatbox the password to the password-protected RAR folder. The BAC Secretariat will prompt you to disclose the password for the document containing the Legal and Technical Requirements. If you are present, the BAC Secretariat will ask in the chatbox of the Google Meet video conferencing room for the corresponding password during the bid opening itself.

Step 3: Should the Legal and Technical requirements be declared as "PASSED", you will be prompted to disclose the password for the PDF document containing the Financial Requirements. You must respond promptly.

IMPORTANT NOTE: If you are not present in the online meeting in Google Meet, the Secretariat will send you an inquiry for such password via text message to your registered mobile number. You are given a maximum of five (5) minutes to respond. Should you not respond with the password when prompted, the BAC shall move on to the next bid, if any. If there are no other bids to be considered, the Secretariat shall ask again via text message for the password, and you are given another five (5) minutes to respond. Should you fail to respond within the allotted time, your submitted bid will no longer be considered. The prospective bidder is only given three (3) attempts to provide the correct password.

#### **Additional Documentary Requirements**

#### **FOR SUBMISSION ON OPENING OF BIDS**

- DULY SIGNED SECTION VI. Schedule of Requirements
- DULY SIGNED List of Manpower Requirements

#### FOR SUBMISSION ON POST QUALIFICATION

- The Supplier's Audited Financial Statements for year 2023 and 2022 (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.
- Supporting Documents to Statement of All Ongoing Public and Private Contracts and Statement of Single Largest Completed Contracts (i.e. NOA; NTP; Contracts; Purchase Order; Official Receipts/Sales Invoice; Certificate of Completion with At least Satisfactory Performance as may be applicable)
- Complete supporting documents for the **Statement of the Bidder of its Single Largest Completed Contract (SLCC):** 
  - (a) Official Receipt(s) or Sales Invoice; and
  - (b) <u>User's Certificate of Completion with at least Satisfactory Rating or any duly issued certificate showing a minimum satisfactory performance of the bidder.</u>

Actual items based on offer.
Downloadable Forms
Please refer to link below for the appropriate forms to be used:
https://tinyurl.com/fo3bacsite

## Section IV. General Conditions of Contract

#### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

#### 1. Scope of Contract

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

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

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

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

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

#### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

## Section V. Special Conditions of Contract

#### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

**Special Conditions of Contract** 

Special Conditions of Contract		
GCC Clause		
	Delivery and Documents –	
1	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:	
	The delivery terms applicable to this Contract are delivered Diosdado Macapagal Government Center, Brgy. Maimpis, City of San Fernando, Pampanga. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."	
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).	
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is MR. EARVIN NIGEL P. BUNDALIAN RCC - OIC	
	Incidental Services –	
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:	
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>	
	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.	

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:

- 1. 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
- 2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the costs thereof are included in the contract price.

#### **AVAILABILITY OF SPARE PARTS**

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within TWO (2) months of placing the order or as may be deemed appropriate by the Procuring Entity.

#### REPLACEMENT OF DAMAGED ITEMS

Upon delivery the Supplier must have a ready buffer of any item whether food or non-food to replace any item identified to be damaged; reject or below specification.

The Supplier likewise understands that DSWD Field Office III implements a "NO EXTENSION. NO MODIFICATION Policy."

#### **RETENTION MONEY**

In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided for under Section 62 of the 2016 Revised IRR of Republic Act No. 9184.

The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one (1) percent of every progress payment, or a special bank guarantee equivalent to at least one (1) percent of the total Contract Price. The said amounts shall only be released after the lapse of the warranty period.

In addition, warranty services shall likewise include Technical Support Services as defined under Section VII, Technical Specifications. All warranty obligations shall commence upon Completion and Final Acceptance of the Project.

### Transportation -

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.

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.

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.

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.

	Intellectual Property Rights –
	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.
4	The inspections and tests that will be conducted are: actual use and durability test; verification of authenticity through any proof of purchase or certification from the Manufacturer or Accredited Distributor.
	LIQUIDATED DAMAGES
	In accordance with Section 68 of the 2016 Revised IRR of Republic Act No. 9184, liquidated damages which shall be payable by the contractor in case of breach thereof shall be as follows:
	For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at <u>least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay</u> .
	Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
	DATA PRIVACY REMINDER
	Non-compliance by the bidder and its implementation partner/s with the provisions of Republic Act No. 10173, known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations is also considered as "Unlawful Act".
	RESPONSIBILITY OF DSWD FO III DURING CONTRACT IMPLEMENTATION
	DSWD authorized representative shall approve the Contractor's submissions (brochure of the equipment tobe supplied including all its accessories, shop drawings for its installation and a list of materials with description and specifications) to be used in the project within seven (7) calendar days after issuance of Notice to Proceed. All equipment, materials and other components installed without prior approval of DSWD shall be at the risk of rejection.
	In the implementation of work, DSWD or its representative shall not be responsible for any accident such as death, injuries and diseases received by the contractor or any of its employee or laborers. Likewise, the DSWD shall not be responsible for any loss or damage of materials, tools, equipment delivered on the job site. Damages on the DSWD properties and equipment

causedby the Supplier shall be replaced/repaired at its own expense to the satisfaction of the DSWD. In the event of failure of repair and or replacement of the same, DSWD shall deduct the cost of such repairs from the payment due to the Supplier.

### **OTHER REQUIREMENTS**

The bidder must be of good standing and has at least satisfactory performance with respect to its ongoing and latest completed project with DSWD (Central Office and Field Offices.)

(*Note*: This is applicable only to the prospective bidder with previous project/s or contract/s with DSWD which was/were: (i) awarded through Public Bidding, Limited Source Bidding or Negotiated Procurement-Two Failed Biddings; and (ii)entered into within the past three (3) years prior to the date of bid submission. For evaluation/verification purposes, the eligible bidder may be asked to provide additional information regarding its statement prior or during the post-qualification

# 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.

Lot	Description	Quantity	Unit	Delivered, Weeks/Months
	All Purpose Cream  Size: 250ml, 4 to 6 mos. expiration upon delivery	49	pack	
	Assorted Biscuits in Pail, Minimum of 4 Assortments, Size: 1.5kg, 3 to 5 months expiration upon delivery	5	pail	
	Biscuits, Flavor Filled Cracker, Asstd. Flavors, min. of 3 assortments Size: 32g/pcs, 10pcs/pack	380	pack	January & February 2025 — Within eight (8)
1	Biscuits, Plain Cracker,  Size: atleast 33g/4cracker/pcs, 10pcs/pack, 2 to 5 months expiration upon delivery	170	pack	calendar days upon receipt of Notice to Proceed or until February 28, 2025, whichever comes first March 2025 –
	Breading Mix, Size: 238g, 4-6 months exp. Upon delivery	166	pack	Within twenty-five (25) calendar days upon completion of first delivery or until March 31, 2025,
	Broth Cubes, Beef Flavor, 6pcs/box, 6 months exp. Upon delivery	10	box	whichever comes first
	Broth Cubes, Chicken Flavor, 6pcs/box, 6 months exp. Upon delivery	65	box	
	Broth Cubes, Pork Flavor, 6pcs/box, 6 months exp. Upon delivery	35	box	
	Broth Cubes, Shrimp Flavor, 6pcs/box, 6 months exp. Upon delivery	5	box	

Filling Size: a	atleast 30 g/pc, 10pcs ck, 2 to 5 months	220	pack	
Size: 2	o, Banana Flavor, 2 kg/piece, atleast 4 as exp. Upon delivery	190	bottle	
Size: 4	e Spread, 440 to 480g/bottle, 3-5 expiration upon delivery	57	bottle	
Size: a	e, Filled Cheese Bar, at least 430g/piece, 3 to ths exp. Upon delivery	60	piece	
Size: a 6mos	en Luncheon Meat, at least 350g, atleast to 1 year expiration delivery	780	can	
	nut Milk, 400ml, atleast os. expiration upon ry	236	sachet	
Size: a	e, Creamy Coffee Mix, atleast 30g/pcs, /pack, 4-6 months exp. delivery	205	pack	
	ng Oil, Pure Coconut, atleast 17 liters/kgs per	63	tin	
	Kernel 420 - 425 grams, onths exp. Upon	665	can	
Size: 2	d Beef, 260g, 6 months to 1 yr tion upon delivery	610	can	
Cupca	ke, Cheese Cake,	270	pack	

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Size: atleast 30g/pc, 10pcs per pack, 2 to 5 months expiration upon delivery			
Elbow Macaroni,			
Size: 1kg/pack, 6-8 mos. expiration upon delivery	192	pack	
Fish Sauce (Patis),			
Size: 1 Liter/bottle, 6-12 months expiration upon delivery	228	bottle	
Fortified Classic Margarine,			
Size: 1kg, 3-5 months exp. Upon delivery	43	tub	
Fortified Powdered Milk,			
Size: Atleast 1400 grams, 6 to 8 months expiration upon delivery	5	piece	
Fruit Cocktail,			
Size: Atleast 3 kg/can 5 months to 1 year expiration upon delivery	12	can	
Green Peas, 400-450g/can, 4-6 months exp. Upon delivery	59	can	
Hotcake Mix, 500g, 6-8 mos. expiration upon delivery	90	box	
Instant Noodles, Beef,			
Size: 55g/pc, 3-5 mos. expiration upon delivery	360	piece	
Instant Noodles, Chicken 55g/pc, 3-5 mos. expiration upon delivery	811	piece	
Instant Pancit Canton, Calamansi, Size: 75-80g/pcs, 3-5 mos. expiration upon delivery	522	piece	

Size: 75-80g/pcs, 3-5 mos. expiration upon delivery  Iodized Salt, size: 1kg/pack  Kaong, Sugar Palm Fruit in Syrup, White, Size: 680grms, atleast 6 to 1 yr expiration upon delivery  Liver Spread, FDA approved, Size: at least 85g/can, atleast 6 mos to 1 year expiration upon delivery  Mackerel in Natural Oil, Size: 425g, atleast 6mos to 1 year expiration upon delivery  Mayonnaise, Plain, size: 1kg/piece, 4 months expiration upon delivery  Milk, Condensed, Size: atleast 300ml/can, atleast 3 mos to 1 year expiration upon delivery  Milk, Evaporated, Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated, Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White, Size: atleast 340grms, atleast 6 mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  Peanut Butter Spread, 30 bottle	Instant Pancit Canton, Sweet			
expiration upon delivery  Iodized Salt, size: 1kg/pack 223 pack  Kaong, Sugar Palm Fruit in Syrup, White,  Size: 680grms, atleast 6 to 1 yr expiration upon delivery  Liver Spread, FDA approved, Size: at least 85g/can, atleast 6 mos to 1 year expiration upon delivery  Mackerel in Natural Oil, Size: 425g, atleast 6mos to 1 year expiration upon delivery  Mayonnaise, Plain, size: 1kg/piece, 4 months expiration upon delivery  Milk, Condensed, Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated, Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White, Size: atleast 340grms, atleast 6 mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery	& Spicy,	460	piece	
Kaong, Sugar Palm Fruit in Syrup, White,  Size: 680grms, atleast 6 to 1 yr expiration upon delivery  Liver Spread, FDA approved,  Size: at least 85g/can, atleast 6mos to 1 year expiration upon delivery  Mackerel in Natural Oil,  Size: 425g, atleast 6mos to 1 year expiration upon delivery  Mayonnaise, Plain, size: 1kg/piece, 4 months expiration upon delivery  Milk, Condensed,  Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated,  Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White,  Size: atleast 340grms, atleast 6 mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  11 bottle  17 can  170 can  245  245  245  245  246  245  245  247  245  248  245  249  245  240  245  245  246  247  247  248  248  249  249  249  240  240  240  241  245  245  247  248  248  249  249  240  240  240  241  245  245  246  247  248  248  249  249  249  240  240  240  241  241  242  245  245  246  247  248  248  249  249  240  240  240  240  241  245  241  245  245  246  247  248  248  249  249  249  240  240  240  240  241  241  241  242  242	0 1			
Syrup, White,  Size: 680grms, atleast 6 to 1 yr expiration upon delivery  Liver Spread, FDA approved, Size: at least 85g/can, atleast 6mos to 1 year expiration upon delivery  Mackerel in Natural Oil, Size: 425g, atleast 6mos to 1 year expiration upon delivery  Mayonnaise, Plain, size: 1kg/piece, 4 months expiration upon delivery  Milk, Condensed, Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated, Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White, Size: atleast 340grms, atleast 6 mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  Dyster Sauce, size: 405g/bottle, 4 months expiration upon delivery	Iodized Salt, size: 1kg/pack	223	pack	
Liver Spread, FDA approved,  Size: at least 85g/can, atleast 6mos to 1 year expiration upon delivery  Mackerel in Natural Oil,  Size: 425g, atleast 6mos to 1 year expiration upon delivery  Mayonnaise, Plain, size: 1kg/piece, 4 months expiration upon delivery  Milk, Condensed,  Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated,  Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated,  Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White,  Size: atleast 340grms, atleast 6mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  154 bottle  bottle		11	bottle	
Size: at least 85g/can, atleast 6mos to 1 year expiration upon delivery  Mackerel in Natural Oil, Size: 425g, atleast 6mos to 1 year expiration upon delivery  Mayonnaise, Plain, size: 1kg/piece, 4 months expiration upon delivery  Milk, Condensed, Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated, Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White, Size: atleast 340grms, atleast 6mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  1170 can  120  121  120  121  121  122  123  124  124  125  126  127  128  129  129  120  120  121  121  122  123  124  125  126  127  128  129  129  120  120  121  121  122  123  124  125  126  127  128  129  129  120  120  120  120  120  120				
6mos to 1 year expiration upon delivery  Mackerel in Natural Oil, Size: 425g, atleast 6mos to 1 year expiration upon delivery  Mayonnaise, Plain, size: 1kg/piece, 4 months expiration upon delivery  Milk, Condensed, Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated, Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White, Size: atleast 340grms, atleast 6mos to 1 ye expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  170 can  170 can  245 piece,  245 can  16 bottle	Liver Spread, FDA approved,			
Size: 425g, atleast 6mos to 1 year expiration upon delivery  Mayonnaise, Plain, size: 1kg/piece, 4 months expiration upon delivery  Milk, Condensed,  Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated,  Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White,  Size: atleast 340grms, atleast 6mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  170  can  170  can  170  can  16  biece  215  can  16  bottle	6mos to 1 year expiration	117	can	
Mayonnaise, Plain, size: 1kg/piece, 4 months expiration upon delivery  Milk, Condensed,  Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated,  Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated,  Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White,  Size: atleast 340grms, atleast 6mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  154 bottle expiration upon delivery	Mackerel in Natural Oil,			
1kg/piece, 4 months expiration upon delivery       66       piece         Milk, Condensed,       215       can         Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery       245       can         Milk, Evaporated,       245       can         Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery       245       can         Nata de Coco, Coconut Gel, White,       16       bottle         Size: atleast 340grms, atleast 6mos to 1 yr expiration upon delivery       16       bottle         Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery       154       bottle	•	170	can	
Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated,  Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White,  Size: atleast 340grms, atleast 6 mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  215 can  16 bottle	1kg/piece, 4 months	66	piece	
atleast 5 mos to 1 year expiration upon delivery  Milk, Evaporated,  Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White,  Size: atleast 340grms, atleast 6mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  154 bottle	Milk, Condensed,			
Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White,  Size: atleast 340grms, atleast 6mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  154 bottle	atleast 5 mos to 1 year	215	can	
atleast 5 mos to 1 year expiration upon delivery  Nata de Coco, Coconut Gel, White,  Size: atleast 340grms, atleast 6mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  154 bottle	Milk, Evaporated,			
White, Size: atleast 340grms, atleast 6mos to 1 yr expiration upon delivery  Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  16 bottle bottle bottle	atleast 5 mos to 1 year	245	can	
Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery  154 bottle expiration upon delivery				
405g/bottle, 4 months a spiration upon delivery bottle	6mos to 1 yr expiration upon	16	bottle	
Peanut Butter Spread, 30 bottle	405g/bottle, 4 months	154	bottle	
	Peanut Butter Spread,	30	bottle	

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Size: 490 - 500g/bottle, 6 - 8 months expiration upon delivery			
Pineapple Chunks,			
Size: 822g/can, atleast 6mos- 1 year expiration upon delivery	34	can	
Pineapple Juice,			
Size: 220ml/can, atleast 4mos-1 year expiration upon delivery	230	can	
Pineapple Tidbits,			
Size: 432g - 439g/can, atleast 4mos-1 year expiration upon delivery	72	can	
Powdered Chocolate Milk, High Malt, size: 1kg, 6-8 mos. expiration upon delivery	413	pack	
Powdered Juice, Orange Flavored, Size: 375g/pack, 4-8 mos. expiration upon delivery	104	pack	
expiration upon derivery			
Powdered Juice, Pineapple Flavored, Size: 250g/pack, 4-8 mos. expiration upon delivery	110	pack	
Powdered Milk,			
Size: 840-900g/pack, 6-8 mos. expiration upon delivery	266	pack	
Rice Noodles Bihon,			
Size: 454 - 500g/pack, 6-8 mos. expiration upon delivery	245	pack	
Sandwich Spread, Ham Flavor,			
Size: at least 450- 470ml/bottle, 3-5 mos. expiration upon delivery	5	bottle	

Fl Si 5:	andwich Spread, Original lavor, ize: at least 470ml/bottle, 3- mos. expiration upon elivery	22	bottle	
Si	ardines, in Tomato Sauce, ize: 425g, atleast 6mos. apiration upon delivery	206	can	
89	easoning Mix/Granules, g/pack, 16pcs/bundle, 4-5 os. expiration upon delivery	170	bundle	
Si	inigang Mix, Original, ize: 44g, 4-5 mos. xpiration upon delivery	254	pack	
Si	ize: 1 Liter/bottle, atleast 6 os. expiration upon delivery	382	bottle	
Si	paghetti Pasta, ize: at least 900g/pack, 4-8 os. expiration upon delivery	142	pack	
siz	paghetti Sauce, Sweet Style, ze: atleast 900g/pack, 4-8 os. expiration upon delivery	186	pack	
	ugar, Washed, ze: 1kg/pack	475	pack	
	ugar, White, Refined, ize: 1kg/pack	150	pack	
Si	omato Paste, ize: at least 70g/pack, least 4 mos. expiration pon delivery	24	pack	
То	omato Sauce,	150	pack	

Size: at least 900g/pack, atleast 4 mos. expiration upon delivery			
Tuna Flakes in Oil,			
Size: 155g, atleast 4 mos. expiration upon delivery	570	can	
Vinegar, White,			
Size: 1 Liter/bottle, atleast 4 mos. expiration upon delivery	338	bottle	

**PLACE OF DELIVERY:** DSWD FO III, DMGC, City of San Fernando, Pampanga **OTHER TERMS**: COMPLETE DELIVERY

Note All items must be delivered as prescribed by the specifications.

DSWD FO III adopts the "NO MODIFICATION. NO DELIVERY EXTENSION POLICY" in the delivery of the items/goods.

Conforme:
Name of Company
Signature of Bidder or Authorized Representative
Name and Designation
Date

<sup>\*\*\*</sup> This document must be attached to the Technical Component Envelope \*\*\*

### Section VII. Technical Specifications

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

### **Technical Specifications**

**TO THE BIDDER**: Indicate <u>"COMPLY"</u> 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	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

ITEM	QUANT ITY	UNIT	TECHNICAL SPECIFICATIONS	Statement of Compliance
(AMOR	, RRCY, RI	IFG, TLC,	GROCERY SUPPLIES FOR 6 CRCFs THFW AND HAVEN) FOR 1ST RLY PROCUREMENT ACTIVITY	1. State here either "Comply" or "Not Comply" 2. Indicate the BRAND NAME of the Offer 3. Attach clear photos of the offer.
1	49	pack	All Purpose Cream Size: 250ml, 4 to 6 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
2	5	pail	Assorted Biscuits in Pail, Minimum of 4 Assortments, Size: 1.5kg, 3 to 5 months expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
3	380	pack	Biscuits, Flavor Filled Cracker, Asstd. Flavors, min. of 3 assortments  Size: 32g/pcs, 10pcs/pack	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
4	170	pack	Biscuits, Plain Cracker,  Size: atleast 33g/4cracker/pcs, 10pcs/pack, 2 to 5 months expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
5	166	pack	Breading Mix, Size: 238g, 4-6 months exp. Upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
6	10	box	Broth Cubes, Beef Flavor, 6pcs/box, 6 months exp. Upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification

7	65	box	Broth Cubes, Chicken Flavor, 6pcs/box, 6 months exp. Upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
8	35	box	Broth Cubes, Pork Flavor, 6pcs/box, 6 months exp. Upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Evact Page in The Brochure / Evidence Showing the Specification
9	5	box	Broth Cubes, Shrimp Flavor, 6pcs/box, 6 months exp. Upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
10	220	pack	Cake Bar, Chocolate Filled Filling, Size: atleast 30 g/pc, 10pcs per pack, 2 to 5 months expiration	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
11	190	bottle	Catsup, Banana Flavor, Size: 2 kg/piece, atleast 4 months exp. Upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
12	57	bottle	Cheese Spread, Size: 440 to 480g/bottle, 3-5 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
13	60	piece	Cheese, Filled Cheese Bar, Size: at least 430g/piece, 3 to 5 months exp. Upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
14	780	can	Chicken Luncheon Meat,	State here either "Comply" or "Not Comply": Write the following: 1. Brand of the offer

			Size: at least 350g, atleast 6mos to 1 year expiration upon delivery	2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
15	236	sachet	Coconut Milk, 400ml, atleast 4-6 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
16	205	pack	Coffee, Creamy Coffee Mix, Size: atleast 30g/pcs, 10pcs/pack, 4-6 months exp. Upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
17	63	tin	Cooking Oil, Pure Coconut, Size: atleast 17 liters/kgs per tin	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
18	665	can	Corn Kernel 420 - 425 grams, 4-9 months exp. Upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
19	610	can	Corned Beef, Size: 260g, 6 months to 1 yr expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
20	270	pack	Cupcake, Cheese Cake, Size: atleast 30g/pc, 10pcs per pack, 2 to 5 months expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
21	192	pack	Elbow Macaroni, Size: 1kg/pack, 6-8 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification

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22	228	bottle	Fish Sauce (Patis), Size: 1 Liter/bottle, 6-12 months expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
23	43	tub	Fortified Classic Margarine, Size: 1kg, 3-5 months exp. Upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
24	5	piece	Fortified Powdered Milk,  Size: Atleast 1400 grams, 6 to 8 months expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
25	12	can	Fruit Cocktail,  Size: Atleast 3 kg/can 5 months to 1 year expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
26	59	can	Green Peas, 400-450g/can, 4-6 months exp. Upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
27	90	box	Hotcake Mix, 500g, 6-8 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
28	360	piece	Instant Noodles, Beef, Size: 55g/pc, 3-5 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
29	811	piece	Instant Noodles, Chicken 55g/pc, 3-5 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer

				2. Specifications and support is with
				Specifications and support it with corresponding <u>Evidence</u> :     Indicate the Exact Page in The Brochure / Evidence Showing the Specification
30	522	piece	Instant Pancit Canton, Calamansi, Size: 75-80g/pcs, 3-5 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
31	460	piece	Instant Pancit Canton, Sweet & Spicy, Size: 75-80g/pcs, 3-5 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
32	223	pack	Iodized Salt, Size: 1kg/pack	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
33	11	bottle	Kaong, Sugar Palm Fruit in Syrup, White, Size: 680grms, atleast 6 to 1 yr expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
34	117	can	Liver Spread, FDA approved,  Size: at least 85g/can, atleast 6mos to 1 year expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
35	170	can	Mackerel in Natural Oil, Size: 425g, atleast 6mos to 1 year expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
36	66	piece	Mayonnaise, Plain, size: 1kg/piece, 4 months expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification

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37	215	can	Milk, Condensed, Size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
38	245	can	Milk, Evaporated, Size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
39	16	bottle	Nata de Coco, Coconut Gel, White, Size: atleast 340grms, atleast 6mos to 1 yr expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
40	154	bottle	Oyster Sauce, Size: 405g/bottle, 4 months expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
41	30	bottle	Peanut Butter Spread, Size: 490 - 500g/bottle, 6 - 8 months expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
42	34	can	Pineapple Chunks,  Size: 822g/can, atleast 6mos-1 year expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
43	230	can	Pineapple Juice, Size: 220ml/can, atleast 4mos-1 year expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
44	72	can	Pineapple Tidbits,	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer

			Size: 432g - 439g/can, atleast 4mos-1 year expiration upon delivery	2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
45	413	pack	Powdered Chocolate Milk, High Malt, size: 1kg, 6-8 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
46	104	pack	Powdered Juice, Orange Flavored, Size: 375g/pack, 4-8 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
47	110	pack	Powdered Juice, Pineapple Flavored, Size: 250g/pack, 4-8 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
48	266	pack	Powdered Milk, Size: 840-900g/pack, 6-8 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
49	245	pack	Rice Noodles Bihon, Size: 454 - 500g/pack, 6-8 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
50	5	bottle	Sandwich Spread, Ham Flavor, Size: at least 450-470ml/bottle, 3-5 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
51	22	bottle	Sandwich Spread, Original Flavor, Size: at least 470ml/bottle, 3-5 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification

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52	206	can	Sardines, in Tomato Sauce, Size: 425g, atleast 6mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
53	170	bundle	Seasoning Mix/Granules, 8g/pack, 16pcs/bundle, 4-5 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
54	254	pack	Sinigang Mix, Original, Size: 44g, 4-5 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
55	382	bottle	Soy Sauce, Size: 1 Liter/bottle, atleast 6 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
56	142	pack	Spaghetti Pasta, Size: at least 900g/pack, 4-8 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence;  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
57	186	pack	Spaghetti Sauce, Sweet Style, size: atleast 900g/pack, 4-8 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
58	475	pack	Sugar, Washed, size: 1kg/pack	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
59	150	pack	Sugar, White, Refined, Size: 1kg/pack	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer

				Specifications and support it with corresponding Evidence:     Indicate the Exact Page in The Brochure / Evidence Showing the Specification
60	24	pack	Tomato Paste,  Size: at least 70g/pack, atleast 4 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following: 1. Brand of the offer 2. Specifications and support it with corresponding Evidence: 3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
61	150	pack	Tomato Sauce, Size: at least 900g/pack, atleast 4 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
62	570	can	Tuna Flakes in Oil, Size: 155g, atleast 4 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification
63	338	bottle	Vinegar, White, Size: 1 Liter/bottle, atleast 4 mos. expiration upon delivery	State here either "Comply" or "Not Comply":  Write the following:  1. Brand of the offer  2. Specifications and support it with corresponding Evidence:  3. Indicate the Exact Page in The Brochure / Evidence Showing the Specification

Statements of "Comply" or "Not Comply" must be <u>supported by evidence</u> in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature (i.e. brochure; unaltered and CLEAR photos of all sides of the label showing the brand, model and description), unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.

A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection.

NOTE: Kindly submit CLEAR PHOTOS (SIZE: At least 6" x 6") of the ITEM offered. ONE (1) CLEAR PHOTO of the Front Portion with readable BRAND visibility and BACK PART with readable ITEM DESCRIPTION / SPECIFICATION as distributed by the manufacturer.

Signature of Bidder or Authorized Representative

Name and Designation

### SUPPLEMENTAL TECHNICAL SPECIFICATION

### I. Project Information

**a. Title**: Supply and Delivery of GROCERY Supplies for 6 CRCFs (AMOR, RRCY, RHFG, TLC, THFW and HAVEN) for CY 2025

**b. Date**: 1ST QUARTER CY 2025

c. **Location:** DSWD Field Office III, Regional Warehouse, Property and Supply Section, Maimpis, City of San Fernando, Pampanga

d. Fund Source: CENTER FUNDS

### II. Rationale

This is to supplement the procurement of groceries for the first quarter of CY 2025 intended for 6 CRCFs (AMOR, RRCY, RHFG, TLC, THFW and HAVEN) was initially processed through public bidding in compliance with the provisions of Republic Act No. 9184 (Government Procurement Reform Act). Unfortunately, the bidding resulted in a failure due to the absence of participating bidders.

The lack of bidders necessitates adjustments to the technical specifications and procurement approach to ensure the timely acquisition of essential groceries for the facility. The groceries are essential to meet the daily nutritional requirements of the residents in the care facility. Failure to procure these items promptly may compromise their health, safety, and overall well-being. This underscores the need for the supplemental technical specifications.

### III. Technical Specification of Each Items

# A. TOTAL REQUIRED QUANTITY PER EACH ITEM OF THE (6) CRFCs FOR THE PERIOD REQUIREMENT 1<sup>ST</sup> QUARTER 2025

ITEMS	LINUT	UNIT	1ST QUARTER 2025		
	UNIT	PRICE	BATCH 1	BATCH 2	
			GRAND AMO		
All Purpose Cream, size: 250ml, 4 to 6 mos. expiration upon delivery	pack	80.00	36	13	
Assorted Biscuits in Pail, Minimum of 4 Assortments, Size: 1.5kg, 3 to 5 months expiration upon delivery	pail	516.00	5	0	
Biscuits, Flavor Filled Cracker, Asstd. Flavors, min. of 3 assortments, size: 32g/pcs, 10pcs/pack	pack	78.00	265	115	

Biscuits, Plain Cracker, size: atleast 33g/4cracker/pcs, 10pcs/pack, 2 to 5 months expiration upon delivery	pack	76.00	115	55
Breading Mix, Size: 238g, 4-6 months exp. Upon delivery	pack	77.00	116	50
Broth Cubes, Beef Flavor, 6pcs/box, 6 months exp. Upon delivery	box	43.00	9	1
Broth Cubes, Chicken Flavor, 6pcs/box , 6 months exp. Upon delivery	box	43.00	49	16
Broth Cubes, Pork Flavor, 6pcs/box, 6 months exp. Upon delivery	box	43.00	29	6
Broth Cubes, Shrimp Flavor, 6pcs/box, 6 months exp. Upon delivery	box	43.00	4	1
Cake Bar, Chocolate Filled Filling, size: atleast 30 g/pc, 10pcs per pack, 2 to 5 months expiration	pack	103.00	175	45
Catsup, Banana Flavor, size: 2 kg/piece, atleast 4 months exp. Upon delivery	bottle	149.00	123	67
Cheese Spread, size: 440 to 480g/bottle, 3-5 mos. expiration upon delivery	bottle	225.00	42	15
Cheese, Filled Cheese Bar, size: at least 430g/piece, 3 to 5 months exp. Upon delivery	piece	166.00	42	18
Chicken Luncheon Meat, size: at least 350g, atleast 6mos to 1 year expiration upon delivery	can	138.00	530	250
Coconut Milk, 400ml, atleast 4-6 mos. expiration upon delivery	sache t	84.00	164	72
Coffee, Creamy Coffee Mix, size: atleast 30g/pcs, 10pcs/pack, 4-6 months exp. Upon delivery	pack	106.00	140	65
Cooking Oil, Pure Coconut, size: atleast 17 liters/kgs per tin	tin	3,100.0	48	15
Corn Kernel 420 - 425 grams, 4-9 months exp. Upon delivery	can	56.00	451	214

Corned Beef, size: 260g, 6 to 1 yr expiration upon delivery	can	67.00	460	150
Cupcake, Cheese Cake, size: atleast 30g/pc, 10pcs per pack, 2 to 5 months expiration upon delivery	pack	96.00	200	70
Elbow Macaroni, size: 1kg/pack, 6-8 mos. expiration upon delivery	pack	140.00	132	60
Fish Sauce (Patis), size: 1 Liter/bottle, 6-12 months expiration upon delivery	bottle	94.00	159	69
Fortified Classic Margarine, size: 1kg, 3-5 months exp. Upon delivery	tub	356.00	32	11
Fortified Powdered Milk, Size: Atleast 1400 grams, 6 to 8 months expiration upon delivery	box	606.00	4	1
Fruit Cocktail, size: Atleast 3.000 - 3.00kg/can 5 months to 1 year expiration upon delivery	can	371.00	10	2
Green Peas, 400-450g/can, 4-6 months exp. Upon delivery	can	46.00	48	11
Hotcake Mix, 500g, 6-8 mos. expiration upon delivery	box	76.00	87	3
Instant Noodles, Beef, size: 55g/pc, 3-5 mos. expiration upon delivery	piece	10.00	240	120
Instant Noodles, Chicken 55g/pc, 3-5 mos. expiration upon delivery	piece	10.00	541	270
Instant Pancit Canton, Calamansi, size: 75-80g/pcs, 3-5 mos. expiration upon delivery	piece	17.00	348	174
Instant Pancit Canton, Sweet & Spicy, size: 75-80g/pcs, 3-5 mos. expiration upon delivery	piece	17.00	340	120
Iodized Salt, size: 1kg/pack	pack	36.00	159	64
Kaong, Sugar Palm Fruit in Syrup, White, size: 680grms, atleast 6 to 1 yr expiration upon delivery	bottle	187.00	10	1
Liver Spread, FDA approved, size: at least 85g/can, atleast	can	37.00	87	30

6mos to 1 year expiration upon delivery				
Mackerel in Natural Oil, size: 425g, atleast 6mos to 1 year expiration upon delivery	can	85.00	115	55
Mayonnaise, Plain, size: 1kg/piece, 4 months expiration upon delivery	piece	539.00	46	20
Milk, Condensed, size: atleast 300ml/can, atleast 5 mos to 1 year expiration upon delivery	can	83.00	145	70
Milk, Evaporated, size: atleast 360ml/can, atleast 5 mos to 1 year expiration upon delivery	can	67.00	165	80
Nata de Coco, Coconut Gel, White, size: atleast 340grms, atleast 6mos to 1 yr expiration upon delivery	bottle	76.00	13	3
Oyster Sauce, size: 405g/bottle, 4 months expiration upon delivery	bottle	134.00	104	50
Peanut Butter Spread, size: 490 - 500g/bottle, 6 - 8 months expiration upon delivery	bottle	252.00	23	7
Pineapple Chunks, Size: 822g/can, atleast 6mos-1 year expiration upon delivery	can	126.00	31	3
Pineapple Juice, Size: 220ml/can, atleast 4mos-1 year expiration upon delivery	can	44.00	150	80
Pineapple Tidbits, Size: 432g - 439g/can, atleast 4mos-1 year expiration upon delivery	can	80.00	54	18
Powdered Chocolate Milk, High Malt, size: 1kg, 6-8 mos. expiration upon delivery	pack	364.00	265	148
Powdered Juice, Orange Flavored, size: 375g/pack, 4-8 mos. expiration upon delivery	pack	416.00	81	23
Powdered Juice, Pineapple Flavored, size: 250g/pack, 4-8 mos. expiration upon delivery	pack	260.00	82	28
Powdered Milk, size: 840- 900g/pack, 6-8 mos. expiration upon delivery	pack	357.00	171	95
Rice Noodles Bihon, Size: 454 - 500g/pack, 6-8 mos. expiration upon delivery	pack	50.00	173	72

Sandwich Spread, Ham Flavor, size: at least 450-470ml/bottle, 3-5 mos. expiration upon delivery	bottle	310.00	4	1
Sandwich Spread, Original Flavor, size: at least 470ml/bottle, 3-5 mos. expiration upon delivery	bottle	233.00	19	3
Sardines, in Tomato Sauce, size: 425g, atleast 6mos. expiration upon delivery	can	83.00	133	73
Seasoning Mix/Granules, 8g/pack, 16pcs/bundle, 4-5 mos. expiration upon delivery	bundl e	66.00	125	45
Sinigang Mix, Original, Size: 44g, 4-5 mos. expiration upon delivery	pack	61.00	169	85
Soy Sauce, size: 1 Liter/bottle, atleast 6 mos. expiration upon delivery	bottle	64.00	252	130
Spaghetti Pasta, size: at least 900g/pack, 4-8 mos. expiration upon delivery	pack	129.00	91	51
Spaghetti Sauce, Sweet Style, size: atleast 900g/pack, 4-8 mos. expiration upon delivery	pack	119.00	103	83
Sugar, Washed, size: 1kg/pack	pack	98.00	318	157
Sugar, White, Refined, size: 1kg/pack	pack	107.00	115	35
Tomato Paste, size: at least 70g/pack, atleast 4 mos. expiration upon delivery	pack	23.00	24	0
Tomato Sauce, size: at least 900g/pack, atleast 4 mos. expiration upon delivery	pack	111.00	97	53
Tuna Flakes in Oil, size: 155g, atleast 4 mos. expiration upon delivery	can	43.00	393	177
Vinegar, White, size: 1 Liter/bottle, atleast 4 mos. expiration upon delivery	bottle	52.00	228	110

### IV. Contract Duration and Schedule

In order to ensure the unimpeded provision of the Grocery Supplies of the six (6) Center and Residential Care Facilities (CRCFs) of the Department of Social Welfare and Development Region III, a one-time procurement for the 1<sup>st</sup> Quarter 2025 requirements will be conducted. The delivery of the goods will be divided into 3 parts covering the necessary supplies for the period requirements of January to March CY 2025. The goods will be

supplied at DSWD Main Building, Government Center, Maimpis, City of San Fernando Pampanga, deliveries are separated according to each Center's requirements as indicated in the Annex A of this document. With this approach, the tedious and administratively burdensome process of public bidding will be mitigated. This measure will prevent the possibility of shortages and surpluses.

Furthermore, please refer to the table below for the schedule of delivery of each period requirement:

PERIOD REQUIREMENT	SCHEDULE OF DELIVERY
January & February 2025	Within 8 calendar days from acceptance of NTP or until Feb 28, 2025, whichever comes first
March 2025	Within 25 days after completion of 1 <sup>st</sup> Delivery or until March 31, 2025, whichever comes first

### V. Terms of Condition and Payment Terms

- Award shall be made on pe Item bas Lot basis
- No negative feedback/derogatory record whatsoever and/or delay of delivery of Service Provider.
- Prices quoted shall be inclusive of all costs including transportation, freight and handling and other incidental expenses maybe incurred to the indicated delivery site.
- Goods/Activity shall be completely delivered within the scheduled of delivery stated above.
- Place of Delivery: DSWD Field Office III, Property and Supply Section
- The DSWD accepts no liability for the damage of items during transit, in the case of items supplied from within the Philippines or supplied by domestic suppliers' risk and title will not be deemed to have passed to the DSWD until their receipts and financial acceptance at the final destination.
- Liquidated Damages/Penalty: In case of failure to make full delivery within the time specified, amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
- In case of discrepancy between unit cost and total cost, unit cost shall prevail.
- Alterations: Any interlineations, erasures or overwriting shall be valid only if they are signed by the supplier or any of its duly authorized representative(s).
- NOTE: "Prospective supplier must be registered at the Philippine Government Electronic Procurement System (PhilGEPS). You may visit the PhilGEPS website at <a href="www.philgeps.gov.ph">www.philgeps.gov.ph</a> and register for free.
- Other Conditions: Unloading and arrangement of the raw materials at the designated drop off point and storage area should be executed by the manpower provided by the supplier
- Terms of Payment:

PERIOD REQUIREMENT	PAYMENT TERM	
January and February 2025	Within 30 calendar days upon completion of delivery	
March 2025	Within 30 calendar days upon completion of delivery	

# Section VIII. Checklist of Technical and Financial Documents

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

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

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

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

### **Checklist of Technical and Financial Documents**

### I. TECHNICAL COMPONENT ENVELOPE

II.

Class "A" Documents				
Legal Do	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;			
<u>Technica</u>	<u>ll Documents</u>			
(b)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <b>and</b>			
(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; <b>and</b>			
(d)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and			
(e)	Conformity with the Technical Specifications, which include production/delivery schedule, manpower requirements, and after-sales/parts; and			
(f)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.			
Financia	l Documents			
(g)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.			
	Class "B" Documents			
(h)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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.			
FINANC	IAL COMPONENT ENVELOPE			
(i)	Original of duly signed and accomplished Financial Bid Form; and			
(j)	Original of duly signed and accomplished Price Schedule(s).			
Other do	cumentary requirements under RA No. 9184 (as applicable) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government			

office of their country stating that Filipinos are allowed to participate in

	government procurement activities for the same item or product.						
(l)	Certification from the DTI if the Bidder claims preference as a Domestic						
	Bidder or Domestic Entity.						

# Section IX. Bidding Forms

a.

b.

c.

### [PROJECT TITLE]

[shall be submitted with the Bid]

[
BID FORM
Date : Project Identification No. :
To: DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE III Diosdado Macapagal Government Center, City of San Fernando, Pampanga
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Biduletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, a evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added ta (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:
Name and address Amount and Purpose of agent Currency Commission or gratuity
(if none, state "None")
Until a formal Contract is prepared and executed, this Bid, together with your written acceptance

thereof and your Notice of Award, shall be binding upon us.

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

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

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

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

Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

# 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:

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# Price Schedule for Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

			For G	Goods Offered fi	om Abroa	ıd		
ime 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)
								<u> </u>
ıme: _								
gal Ca	pacity:							
gnatur	e:							
				oehalf of:				

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### **Omnibus Sworn Statement**

REPUBLIC OF THE PHILIPPINES	3)
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 personor 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

Bidding Documents -72 -

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
  - 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.

t my hand thisday of, 20at
REPRESENTATIVE]
ALI NEOLIVIATIVEJ

#### [Jurat]

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

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### **Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES)	
CITY OF	) S S
OII 1 OI	<u>_</u> / 0.0.

# BID SECURING DECLARATION Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and
    (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto se	t my/our hand/s this	_day of [month] [year] at
[place of execution].		

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

### [Jurat]

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

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### **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 <u>[insert Name of Insurance Company]</u> 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 <u>[insert Name of Insurance Company]</u> issued a surety bond under <u>[insert Bond No.]</u> to <u>[insert Name of Service Provider or Supplier]</u> in favor of **Department of Social Welfare and Development** in the amount of <u>[insert amount]</u> for the <u>[insert Name of the Project)</u>.

This certification is issued upon the request of <u>[insert Name of the Authorized Representative]</u> of <u>[insert Name of Insurance Company]</u>, 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.]

PLEASE USE THIS PRESCRIBED FORMAT INTHIS BID FORM

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### <u>Bidder's Company Letterhead)</u> [PROJECT TITLE]

### Approved Budget for the Contract (ABC): [ABC here]

### CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

				-	at how you arr					
This	is	to certify	that our	Net	Financial	Contracti	ng	Capacity	(NFCC)	i
1 . 1 1.	TD1	_(Php	. 1 6.11		which is at leas	st equal to th	e tota	al ceiling price	ce we are	
	<del>-</del>	amount is compu		s:			D.			
CA	=	Current Assets	5				₽			
Less:							-			
CL	=	Current Liabil	lities				₽			
Sub-Total 1							P			
							X 1:	5		
					S	ub-Total 2	₽			
Less:							-			
С	=	Value of all of projects unde contracts yet to Project	r on-going	contra	cts, including	g awarded	P			
						NFCC	₽			
Issued	this	_day of_			, 2023.					
				Name	e of Company					
			Signature of	Bidder o	or Authorized Re	presentative				
				Name a	nd Designation					
		*** This docume	nt must be attach	ed to the	Technical Compon	ent Envelone **	*			

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

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### On-Going Government and Private Contracts, IncludingContracts Awarded but Not Yet Started, Whether Similar or Not Similarin Nature and Complexity to the Contract to be Bid

	Address:								
A. Govern 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	<u> </u>			<u> </u>	<u> </u>				
Nature	a. Owner's	Project	Bidder's Role		a. Date	% of		Value of	

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a.

Description

Awarded

b. Date Started

c. Target Date

of Completion

Accomplishment

Actual

Planned

Outstanding

(Undelivered

Works

Portion)

of

Contract

(Project

Title)

1.

Name

b. Address

c. Contact

Nos.

a.

Cost

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

**Note:** State all ongoing 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. The following supporting documents are not to be submitted during the Opening of Bids but to be verified, ascertained and validated during post-qualification:

- 1) Notice of Award and
- 2) Contract or Purchase Order and
- 3) Notice to Proceed

Name of Bidder:	
Name of Authorized Representative:	
Signature of Authorized Representative: _	
Date:	

PLEASE USE THIS PRESCRIBED FORMAT INTHIS BID FORM

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### **Statement of Single Largest Completed Contract of Similar Nature** Within the Last Ten (10) Years Prior to the Date of Submission and Receipt of Bids, equivalent to at least twenty five percent (25%) of the ABC of this project.

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

Name of Bidder:	
Name of Authorized Representative:	
Signature of Authorized Representative:	
Date:	

### PLEASE USE THIS PRESCRIBED FORMAT INTHIS BID FORM

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.

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