

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT

FIELD OFFICE VII

CEBU CITY

BIDDING DOCUMENTS FOR

**Supply and Delivery of Nutri Packs for
Supplementary Feeding Program for CY 2021**

ITB No. DSWD7-PB-2021-11

November 2020

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Section I. Invitation to Bid

Rebidding of Supply and Delivery of Nutri Pack for Supplementary Feeding Program for CY 2021 under ITB No. DSWD7-PB-2021-11

ITB No. DSWD7-PB-2021-14

1. The *Department of Social Welfare and Development, Field Office VII (DSWD-FO VII)*, through the *authorized appropriations for Fiscal Year 2021 General Appropriations Act* intends to apply the sum of **Seventy-Nine Million Six Hundred Sixty-Two Thousand One Hundred Eighty Pesos (₱79,662,180.00)** payments under the contract for the ***Rebidding of Supply and Delivery of Nutri Packs for Supplementary Feeding Program for CY 2021 under ITB No. DSWD7-PB-2021-11*** consisting of three (3) lots, broken down below:

Lot No.	Province	ABC
1	Cebu Province (28 LGUs) Cebu City, Talisay City, Minglanilla, Naga City, San Fernando, Carcar City, Sibonga, Argao, Dalaguete, Dumanjug, Balamban, Barili, Pinamungajan, Tuburan, Bantayan, Daanbantayan, Madridejos, Medellin, San Remegio, Tabogon, Tabuelan, Carmen, Compostela, Danao City, Liloan, Consolacion, Mandaue City and Lapu-Lapu City	Php 53,571,180.00
2	Bohol Province (7 LGUs) Calape, Tubigon, Tagbilaran City, Buenavista, Inabanga, Talibon, and Carmen	Php 7,096,440.00
3	Negros Oriental Province (12 LGUs) Ayungon, Bindoy, Canlaon City, Guihulngan City, Jimalalud, Vallehermoso, Bais City, Mabinay, Tanjay City, Bayawan City, Siaton, Sta. Catalina	Php 18,994,560.00

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

2. The *DSWD Field Office VII* now invites bids from ***PhilGEPS registered suppliers***. Delivery of the goods is required within ***Section VI. Schedule of Requirements***. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a **single largest completed contract (SLCC)** similar to the Project, ***at least 25% of the ABC, however, it can also an aggregate of two or more similar completed contracts, provided that there is one contract equivalent to at least half of the 25% of the ABC. Details are as follows:***

Lot No.	<i>SLCC (25% of ABC)</i>	<i>50% of SLCC (Single contract if aggregate)</i>
1	Php 13,392,795.00	Php 6,696,397.50
2	Php 1,774,110.00	Php 887,055.00
3	Php 4,748,640.00	Php 2,374,320.00
Total	Php 19,915,545.00	Php 9,957,772.50

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) 9184, otherwise known as the “Government Procurement Reform Act”.

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 5183.

4. Prospective Bidders may obtain further information from *Department of Social Welfare and Development Field Office VII* and inspect the Bidding Documents at the address given below during *office hours, 8:00 AM – 5:00 PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***December 7, 2020*** from the given address and website below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:*

<i>Approved Budget for the Contract</i>	<i>Bidding Document Fee</i>
More than 5 Million up to 10 Million	Php 10,000.00
More than 10 Million up to 50 Million	Php 25,000.00
More than 50 Million up to 500 Million	Php 40,000.00
For all lots	Php 50,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees, they may present in person or through electronic means.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

As stated in GPPB Resolution No. 09-2020, dated 7 May 2020, PEs to maximize the use of existing rules under RA No. 9184, its IRR and related issuances on the conduct of procurement activities, particularly those meant to streamline, simplify and expedite the conduct of procurement and address the challenges and disruptions brought by calamities and crisis such as the COVID-19 pandemic, such as use of videoconferencing, webcasting and similar technology in the conduct of any of the meetings and determination of quorum by the BAC.

6. The *DSWD Field Office VII* will hold a Pre-Bid Conference on ***December 16, 2020, Wednesday, 9:00 AM*** at ***DSWD Field Office VII Conference Room, Cebu City*** and/or through ***video-conferencing via Google Meet using the code: procurement7***, which shall be open to prospective bidders.

Note:

DSWD Field Office is implementing health screening and temperature check for all personnel, visitor's and client. For your protection, please wear your mask at all times during your visit. Also, kindly fill-out the Health Checklist Form for visitors / clients and submit to the PE's security guard prior to entering the premise.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before ***December 28, 2020, Tuesday, 8:45 AM***. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on ***December 28, 2020, Tuesday, 9:00 AM*** at ***DSWD Field Office VII Conference Room, Cebu City*** and/or ***via Google Meet using the code: procurement7***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The *DSWD Field Office VII* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

MS. AILEEN G. CUEVAS

Head, BAC Secretariat

DSWD – Field Office VII

M.J. Cuenco corner Gen. Maxilom Avenue, Cebu City

Tel. Nos. (032) 2338785 local 140

Email Add: bac.fo7@dswd.gov.ph

Website: <https://fo7.dswd.gov.ph/>

December 7, 2020

(SGD) GRACE I. YANA

Vice-Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

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General

1. Scope of Bid

The Procuring Entity, *DSWD Field Office VII* wishes to receive Bids for the ***Rebidding of Supply and Delivery of Nutri Packs for Supplementary Feeding Program for CY 2021 under ITB No. DSWD7-PB-2021-11***, with identification number ***ITB No. DSWD7-PB-2021-14***.

The Procurement Project is composed of ***three (3) lots***, the details of which are described in **Section VII. Technical Specifications**.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2020** in the amount of ***Seventy-Nine Million Six Hundred Sixty-Two Thousand One Hundred Eighty Pesos (₱79,662,180.00)***, consisting of ***three (3) lots broken as follows:***

Lot No.	Province	ABC
1	Cebu Province (Cebu City, Talisay City, Minglanilla, Naga City, San Fernando, Carcar City, Sibonga, Argao, Dalaguete, Dumanjug, Balamban, Barili, Pinamungajan, Tuburan, Bantayan, Daanbantayan, Madridejos, Medellin, San Remigio, Tabogon, Tabuelan, Carmen, Compostela, Danao City, Liloan, Consolacion, Mandaue City and Lapu-Lapu City)	Php 53,571,180.00
2	Bohol Province (Calape, Tubigon, Tagbilaran City, Buenavista, Inabanga, Talibon, and Carmen)	Php 7,096,440.00
3	Negros Oriental Province (Ayungon, Bindoy, Canlaon City, Guihulngan City, Jimalalud, Vallehermoso)	Php 18,994,560.00

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

3. Bidding Requirements

The Bidding for the Projects 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 sources 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 the other factors that may affect the cost, duration and execution or implementation of the contract, project or work and examine all instructions, forms, terms and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its 2016 revised IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of A No. 9184 the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

(a). Subcontracting is not allowed.

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

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

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this project on the specified date and time and either at its physical address at ***DSWD Field Office VII, M.J. Cuenco Avenue corner General Maxilom Avenue, Carreta, Cebu City*** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity either at its given address or through electronic mail indicated in the **IB**, at least ten (10) 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 VII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **3 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 VII (Checklist of Technical and Financial Documents)**.

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

12. Bid Prices

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

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- 13.2. Payment of the contract price shall be in **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 **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 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.

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**.

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 Bidder's representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated ***“passed,”*** using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purpose 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 by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- Option 1 – One Project having several items shall be awarded as one contract.

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 (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

ITB Clause																
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. The name of the Contract is <i>Rebidding of Supply and Delivery of Nutri Packs for Supplementary Feeding Program for CY 2021 under ITB No. DSWD7-PB-2021-14</i>, similar contracts shall refer to <i>Supply and Delivery of Nutri Foods / Packs / Food Items / Food Supplements</i></p> <p>b. completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</p>															
7.1	<p><i>Subcontracting is not allowed.</i></p>															
12	<p>The price of the Goods shall be quoted DDP (state place of destination) or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>															
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier’s/manager’s check, bank draft / guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p> <table><tr><th>Lot No.</th><th>2% of the ABC</th><th>5% of the ABC</th></tr><tr><td>1</td><td>Php 1,071,423.60</td><td>Php 2,678,559.00</td></tr><tr><td>2</td><td>Php 141,928.80</td><td>Php 354,822.00</td></tr><tr><td>3</td><td>Php 379,891.20</td><td>Php949,728.00</td></tr><tr><td>TOTAL</td><td>Php 1,593,243.60</td><td>Php 3,983,109.00</td></tr></table>	Lot No.	2% of the ABC	5% of the ABC	1	Php 1,071,423.60	Php 2,678,559.00	2	Php 141,928.80	Php 354,822.00	3	Php 379,891.20	Php949,728.00	TOTAL	Php 1,593,243.60	Php 3,983,109.00
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TOTAL	Php 1,593,243.60	Php 3,983,109.00														
15	<p><i>Each Bidder shall submit one (1) original and one (1) copy of the first and second components of its bid. Copy 1 should be a replica of the original as to appearance and contents.</i></p>															

19.2	<p>Detailed Evaluation and Comparison of Bids</p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>												
19.3	<p>Rebidding of Supply and Delivery of Nutri Packs for Supplementary Feeding Program for CY 2021 under ITB No. DSWD7-PB-2021-14, consisting of three (3) lots, broken down below:</p> <table><tr><th>Lot No.</th><th>LGU</th><th>ABC</th></tr><tr><td>1</td><td>Cebu Province (28 LGUs) Cebu City, Talisay City, Minglanilla, Naga City, San Fernando, Carcar City, Sibonga, Argao, Dalaguete, Dumanjug, Balamban, Barili, Pinamungajan, Tuburan, Bantayan, Daanbantayan, Madridejos, Medellin, San Remegio, Tabogon, Tabuelan, Carmen, Compostela, Danao City, Liloan, Consolacion, Mandaue City and Lapu-Lapu City</td><td>Php 53,571,180.00</td></tr><tr><td>2</td><td>Bohol Province (7 LGUs) Calape, Tubigon, Tagbilaran City, Buenavista, Inabanga, Talibon, and Carmen</td><td>Php 7,096,440.00</td></tr><tr><td>3</td><td>Negros Oriental Province (12 LGUs) Ayungon, Bindoy, Canlaon City, Guihulngan City, Jimalalud, Vallehermoso, Bais City, Mabinay, Tanjay City, Bayawan City, Siaton, Sta. Catalina</td><td>Php 18,994,560.00</td></tr></table>	Lot No.	LGU	ABC	1	Cebu Province (28 LGUs) Cebu City, Talisay City, Minglanilla, Naga City, San Fernando, Carcar City, Sibonga, Argao, Dalaguete, Dumanjug, Balamban, Barili, Pinamungajan, Tuburan, Bantayan, Daanbantayan, Madridejos, Medellin, San Remegio, Tabogon, Tabuelan, Carmen, Compostela, Danao City, Liloan, Consolacion, Mandaue City and Lapu-Lapu City	Php 53,571,180.00	2	Bohol Province (7 LGUs) Calape, Tubigon, Tagbilaran City, Buenavista, Inabanga, Talibon, and Carmen	Php 7,096,440.00	3	Negros Oriental Province (12 LGUs) Ayungon, Bindoy, Canlaon City, Guihulngan City, Jimalalud, Vallehermoso, Bais City, Mabinay, Tanjay City, Bayawan City, Siaton, Sta. Catalina	Php 18,994,560.00
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20.1	<p>Post-Qualification</p> <p>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 (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.</p>												
20.2	<p><i>This project shall be awarded by lot.</i></p>												

Section IV. General Conditions of Contract

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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 Contracts (SCC)**.

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to test the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or test 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 nay 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

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contracts shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate names]</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods. b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this

	<p>e. Training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relive the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be</p>
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	<p>sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross Weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging id practical. If not practical, the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified pace of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods, CIF, CIP, or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of the Philippine</p>
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	<p>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 registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by the INCOTERMS for DDP deliveries. In case of Goods supplied from within the Philippines or supplies by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The term of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed in number of days after receipt of Notice to Proceed stipulates hereafter the delivery date.

Item		QUANTITY LOT 1 – CEBU PROVINCE							Unit	Schedule of Delivery
No.	Description	Cebu City	Talisay City	Minglanilla	Naga City	San Fernando	Carcar City	Sibonga		
1	PORRIDGE , Kaldereta variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	111,969	34,956	18,756	23,373	10,251	29,646	13,329	pack	Once every two weeks
2	PORRIDGE , Chicken variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both, FDA Approved + 1 sachet of MNP	111,969	34,956	18,756	23,373	10,251	29,646	13,329	pack	
3	PORRIDGE , Burger Steak variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	111,969	34,956	18,756	23,373	10,251	29,646	13,329	pack	
4	PORRIDGE , Beef Pares variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	111,969	34,956	18,756	23,373	10,251	29,646	13,329	pack	
5	PASTA IN CHEESE AND BACON Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	99,528	31,072	16,672	20,776	9,112	26,352	11,848	Pack	
6	PASTA IN TOMATO SAUCE Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	99,528	31,072	16,672	20,776	9,112	26,352	11,848	Pack	

Item		QUANTITY LOT 1 – CEBU PROVINCE							Unit	Schedule of Delivery
No.	Description	Argao	Dalaguete	Dumanjug	Balamban	Barili	Pinamun- ngajan	Tuburan		
1	PORRIDGE , Kaldereta variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	12,483	15,534	13,590	16,245	17,730	15,777	14,211	pack	Once every two weeks
2	PORRIDGE , Chicken variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both, FDA Approved + 1 sachet of MNP	12,483	15,534	13,590	16,245	17,730	15,777	14,211	pack	
3	PORRIDGE , Burger Steak variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	12,483	15,534	13,590	16,245	17,730	15,777	14,211	pack	
4	PORRIDGE , Beef Pares variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	12,483	15,534	13,590	16,245	17,730	15,777	14,211	pack	
5	PASTA IN CHEESE AND BACON Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	11,096	13,808	12,080	14,440	15,760	14,024	12,632	Pack	
6	PASTA IN TOMATO SAUCE Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	11,096	13,808	12,080	14,440	15,760	14,024	12,632	Pack	

Item		QUANTITY LOT 1 – CEBU PROVINCE							Unit	Schedule of Delivery
No.	Description	Bantayan	Daanbantayan	Madridejos	Medellin	San Remigio	Tabogon	Tabuelan		
1	PORRIDGE , Kaldereta variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	19,980	30,483	10,863	10,242	14,805	11,664	10,359	pack	Once every two weeks
2	PORRIDGE , Chicken variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both, FDA Approved + 1 sachet of MNP	19,980	30,483	10,863	10,242	14,805	11,664	10,359	pack	
3	PORRIDGE , Burger Steak variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	19,980	30,483	10,863	10,242	14,805	11,664	10,359	pack	
4	PORRIDGE , Beef Pares variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	19,980	30,483	10,863	10,242	14,805	11,664	10,359	pack	
5	PASTA IN CHEESE AND BACON Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	17,760	27,096	9,656	9,104	13,160	10,368	9,208	Pack	
6	PASTA IN TOMATO SAUCE Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	17,760	27,096	9,656	9,104	13,160	10,368	9,208	Pack	

Item		QUANTITY LOT 1 – CEBU PROVINCE							Unit	Schedule of Delivery
No.	Description	Carmen	Compostela	Danao City	Liloan	Conso-lacion	Mandaue City	Lapu-Lapu City		
1	PORRIDGE , Kaldereta variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	10,404	13,104	21,726	18,585	14,859	30,492	52,713	pack	Once every two weeks
2	PORRIDGE , Chicken variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both, FDA Approved + 1 sachet of MNP	10,404	13,104	21,726	18,585	14,859	30,492	52,713	pack	
3	PORRIDGE , Burger Steak variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	10,404	13,104	21,726	18,585	14,859	30,492	52,713	pack	
4	PORRIDGE , Beef Pares variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	10,404	13,104	21,726	18,585	14,859	30,492	52,713	pack	
5	PASTA IN CHEESE AND BACON Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	9,248	11,648	19,312	16,520	13,208	27,104	46,856	Pack	
6	PASTA IN TOMATO SAUCE Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	9,248	11,648	19,312	16,520	13,208	27,104	46,856	Pack	

Item		QUANTITY LOT 2 – BOHOL PROVINCE							Unit	Schedule of Delivery
No.	Description	Calape	Tubigon	Tagbilaran City	Buena vista	Inabanga	Talibon	Carmen		
1	PORRIDGE , Kaldereta variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	11,331	10,962	12,555	10,251	11,808	14,580	10,395	pack	Once every two weeks
2	PORRIDGE , Chicken variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both, FDA Approved + 1 sachet of MNP	11,331	10,962	12,555	10,251	11,808	14,580	10,395	pack	
3	PORRIDGE , Burger Steak variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	11,331	10,962	12,555	10,251	11,808	14,580	10,395	pack	
4	PORRIDGE , Beef Pares variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	11,331	10,962	12,555	10,251	11,808	14,580	10,395	pack	
5	PASTA IN CHEESE AND BACON Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	10,072	9,744	11,160	9,112	10,496	12,960	9,240	Pack	
6	PASTA IN TOMATO SAUCE Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	10,072	9,744	11,160	9,112	10,496	12,960	9,240	Pack	

Item		QUANTITY LOT 3 – NEGROS ORIENTAL PROVINCE						Unit	Schedule of Delivery
No	Description	Ayungon	Bindoy	Canlaon City	Guihulngan City	Jimalalud	Vallehermoso		
1	PORRIDGE , Kaldereta variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	16,119	11,484	18,018	48,051	11,997	10,116	pack	Once every two weeks
2	PORRIDGE , Chicken variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both, FDA Approved + 1 sachet of MNP	16,119	11,484	18,018	48,051	11,997	10,116	pack	
3	PORRIDGE , Burger Steak variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	16,119	11,484	18,018	48,051	11,997	10,116	Pack	
4	PORRIDGE , Beef Pares variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	16,119	11,484	18,018	48,051	11,997	10,116	pack	
5	PASTA IN CHEESE AND BACON Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	14,328	10,208	16,016	42,712	10,664	8,992	pack	
6	PASTA IN TOMATO SAUCE Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	14,328	10,208	16,016	42,712	10,664	8,992	Pack	

Item		QUANTITY LOT 3 – NEGROS ORIENTAL PROVINCE						Unit	Schedule of Delivery
No.	Description	Bais City	Mabinay	Tanjay City	Bayawan City	Siaton	Sta. Catalina		
1	PORRIDGE , Kaldereta variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	16,155	18,090	11,889	29,817	12,285	15,147	pack	Once every two weeks
2	PORRIDGE , Chicken variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both, FDA Approved + 1 sachet of MNP	16,155	18,090	11,889	29,817	12,285	15,147	pack	
3	PORRIDGE , Burger Steak variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	16,155	18,090	11,889	29,817	12,285	15,147	Pack	
4	PORRIDGE , Beef Pares variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	16,155	18,090	11,889	29,817	12,285	15,147	pack	
5	PASTA IN CHEESE AND BACON Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	14,360	16,080	10,568	26,504	10,920	13,464	pack	
6	PASTA IN TOMATO SAUCE Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	14,360	16,080	10,568	26,504	10,920	13,464	Pack	

I hereby certify to comply and deliver the goods within the above-stated period.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

Section VII. Technical Specifications

Bidders must state either “**Comply**” or “**Not Comply**” at the **Statement of Compliance** column against each of the individual parameters of each Specification. **Brand** of the offered items must be indicated if applicable.

Item No.	Specification	Shelf Life from Delivery Date	Statement of Compliance	Bidder's Remarks
LOT NO – NAME OF LGU				
1	PORRIDGE , Kaldereta variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	at least six (6) months		
2	PORRIDGE , Chicken variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	at least six (6) months		
3	PORRIDGE , Burger Steak variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	at least six (6) months		
4	PORRIDGE , Beef Pares variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	at least six (6) months		
5	PASTA IN CHEESE AND BACON Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	at least six (6) months		
6	PASTA IN TOMATO SAUCE Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	at least six (6) months		

Additional Specifications:

1. Prices are inclusive of the following:

a. Packaging materials:

- Packaging must contain nutritional facts and expiration date.

b. Final packaging:

- **It must be placed in a clean and durable eco bag or box to be provided by the supplier and must be labelled per CDC (child development center).**

c. IEC Material:

- It must contain flyer on how to use the micronutrient powder per serving.

d. Delivery:

- Participating bidder must provide specific time schedule for the delivery of the items per LGU and **must attach the said document to the Section VII Technical Specifications.**
- *Delivery point will be at LSWD Office, once every month (first Monday of the month and in case of holidays, it should be on the first working day of the week) during office hours, between 8:00 AM to 4:00 PM.*

2. The supplier considered with the Lowest Calculated Bid must provide **at least two samples for each item during the conduct of post-qualification.**

3. Mode of payment: Monthly after submission of complete and correct sales documents (Delivery Receipt and Sales/Charge Invoice) by the Supplier.

I hereby certify that all statements indicated under the **Statement of Compliance** and **Bidder's Remarks** are true and correct, otherwise, if found untrue and incorrect either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

List of all Ongoing Government & Private Contracts including Contracts awarded but not yet started

Business Name : _____

Business Address : _____

Name of Contract	Date of the Contract	Contract Duration	Owner's name and address	Kinds of Goods/Services	Amount of Contract and Value of Outstanding Contracts	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

1. State all ongoing contracts including those awarded but not yet started.
2. If there is no ongoing contract including contract awarded but not yet started, state **none** or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

**Statement of Single Largest Completed Contract
which is similar in nature**

Business Name : _____

Business Address : _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name & Address	Kinds of Goods/Services	Amount of Completed Contract	Date of Delivery

NOTE: This statement shall be supported with:

- i) Either of Contract, Purchase Order, Notice of Award or Notice to Proceed, and
- ii) Either of Certificate of Completion, Certificate of Acceptance, Inspection and Acceptance, Official Receipt/Collection Receipt or Sales Invoice.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: ITB No. DSWD7-2021-14

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 have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

***[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant***

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

***[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant***

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

Net Financial Contracting Capacity (NFCC) Form

- a. Summary of the Bidder-Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached audited financial statements, stamped "RECEIVED" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- b. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

NFCC = ₱ _____

Submitted by:

Signature over Printed Name of Authorized Representative

Business Name of Bidder

Date: _____

Credit Line Form

Date: _____

REBECCA P. GEAMALA, DMPA

Regional Director

DSWD – Field Office VII, Cebu City

CONTRACT/PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING INST.	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above- mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained for one hundred twenty (120) calendar days from the date of opening of bids.

This Certification is being issued in favor of said (Supplier/Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of the Department of Social Welfare and Development – Field Office VII for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Officer:

Official Designation

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor's)

Authorized Representative: _____
Official Designation

Note: The Amount committed should be machine validated

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, 20__
in the City of _____. Affiant exhibiting to me his/her Valid Identification _____, Number__.

NOTARY PUBLIC

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

BID FORM

Date : _____

Project Identification No. : **ITB No. DSWD7-2021-14**

To: **The Bids and Awards Committee**

Department of Social Welfare & Development, Field Office VII
Cor. M.J. Cuenco and Gen. Maxilom Ave., Cebu City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *supply/perform the **Rebidding of Supply and Delivery of Nutri Packs for Supplementary Feeding Program for CY 2021 under ITB No. DSWD7-PB-2021-11*** in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(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: _____

Financial Proposal Sheet
ITB No. DSWD7-PB-2021-14

Date: _____

The Bids and Awards Committee
DSWD-Field Office VII
M.J. Cuenco Ave., Cebu City

Sir/Madam:

After having carefully read and accepted the terms and conditions in your Bidding Documents, hereunder is our bid:

Item No.	Specification	Qty	Unit	Total Price
LOT 1 – CEBU PROVINCE				
1	PORRIDGE , Kaldereta variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	618,129	pack	
2	PORRIDGE , Chicken variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both, FDA Approved + 1 sachet of MNP	618,129	pack	
3	PORRIDGE , Burger Steak variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	618,129	pack	
4	PORRIDGE , Beef Pares variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	618,129	pack	
5	PASTA IN CHEESE AND BACON Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	549,448	pack	

Item No.	Specification	Qty	Unit	Total Price
6	PASTA IN TOMATO SAUCE Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	549,448	pack	
<i>TOTAL BID PRICE (In Figures)</i>				

TOTAL BID PRICE (In Words) _____

_____ .

Note: The above quoted prices are VAT inclusive and delivery cost.

Very truly yours,

Name of Company / Bidder

Name/Signature of Authorized Representative

Financial Proposal Sheet
ITB No. DSWD7-PB-2021-14

Date: _____

The Bids and Awards Committee
DSWD-Field Office VII
M.J. Cuenco Ave., Cebu City

Sir/Madam:

After having carefully read and accepted the terms and conditions in your Bidding Documents, hereunder is our bid:

Item No.	Specification	Qty	Unit	Total Price
LOT 2 – BOHOL PROVINCE				
1	PORRIDGE , Kaldereta variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	81,882	pack	
2	PORRIDGE , Chicken variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both, FDA Approved + 1 sachet of MNP	81,882	pack	
3	PORRIDGE , Burger Steak variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	81,882	pack	
4	PORRIDGE , Beef Pares variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	81,882	pack	
5	PASTA IN CHEESE AND BACON Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	72,784	pack	

Item No.	Specification	Qty	Unit	Total Price
6	PASTA IN TOMATO SAUCE Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	72,784	pack	
<i>TOTAL BID PRICE (In Figures)</i>				

TOTAL BID PRICE (In Words) _____
 _____ .

Note: The above quoted prices are VAT inclusive and delivery cost.

Very truly yours,

 Name of Company / Bidder

 Name/Signature of Authorized Representative

Financial Proposal Sheet
ITB No. DSWD7-PB-2021-14

Date: _____

The Bids and Awards Committee
DSWD-Field Office VII
M.J. Cuenco Ave., Cebu City

Sir/Madam:

After having carefully read and accepted the terms and conditions in your Bidding Documents, hereunder is our bid:

Item No.	Specification	Qty	Unit	Total Price
LOT 3 – NEGROS ORIENTAL PROVINCE				
1	PORRIDGE , Kaldereta variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	115,785	pack	
2	PORRIDGE , Chicken variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both, FDA Approved + 1 sachet of MNP	115,785	pack	
3	PORRIDGE , Burger Steak variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	115,785	pack	
4	PORRIDGE , Beef Pares variant Ready to cook, single served sachet, 50 grams per sachet Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	115,785	pack	
5	PASTA IN CHEESE AND BACON Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	102,920	pack	

Item No.	Specification	Qty	Unit	Total Price
6	PASTA IN TOMATO SAUCE Ready to cook, Elbow macaroni, Single served sachet, 50 grams per sachet, Fortified with Vitamin A or Iron or both FDA Approved + 1 sachet of MNP	102,920	pack	
<i>TOTAL BID PRICE (In Figures)</i>				

TOTAL BID PRICE (In Words) _____
 _____ .

Note: The above quoted prices are VAT inclusive and delivery cost.

Very truly yours,

 Name of Company / Bidder

 Name/Signature of Authorized Representative

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

and

(b) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

and

(c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Area;

and

(d) Tax Clearance per E.O No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

(f) Statement of the prospective bidder of all its ongoing government and private contract, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

(g) Statement of bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

(h) Original copy of the Bid Security. If in the form of Surety Bond, submit also a certification issued by the Insurance Commission,

or

Original copy of Notarized Bid Securing Declaration; **and**

(i) Conformity with the Schedule of Delivery and Technical Specifications, which may include production / delivery schedule, manpower, requirement, and/or after-sales/parts, if applicable; **and**

(j) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative, or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Technical Documents

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

(l) 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

(m) If applicable, a duly signed joint venture (JVA) in case the joint venture is already in existence

Or

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

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

(n) [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.

(o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

(a) Original duly signed and accomplished Financial Bid Form; **and**

(b) Original duly signed and accomplished Priced Schedule(s) / Financial Proposal Sheet(s)