

**DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**

**FIELD OFFICE VII**

**CEBU CITY**

**BIDDING DOCUMENTS FOR**

**Supply and Delivery of Biscuits, Rice Bar and  
Cereal for Supplementary Feeding Program for  
CY 2023 in Western Cebu Province**

**ITB No. DSWD7-PB-2023-38**

**June 2023**

## **TABLE OF CONTENTS**

<b>SECTION I. INVITATION TO BID</b>	<b>3</b>
<b>SECTION II. INSTRUCTIONS TO BIDDERS</b>	<b>7</b>
<b>SECTION III. Bid DATA SHEET</b>	<b>14</b>
<b>SECTION IV. GENERAL CONDITIONS OF CONTRACT</b>	<b>16</b>
<b>SECTION V. SPECIAL CONDITIONS OF CONTRACT</b>	<b>19</b>
<b>SECTION VI. SCHEDULE OF REQUIREMENTS</b>	<b>23</b>
<b>SECTION VII. TECHNICAL SPECIFICATIONS</b>	<b>25</b>
<b>SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS</b>	<b>46</b>

## *Section I. Invitation to Bid*

### **Project Title: Supply and Delivery of Biscuits, Rice Bar and Cereal for Supplementary Feeding Program for CY 2023 in Western Cebu Province**

**Project Identification No.: ITB No. DSWD7-PB-2023-38**

1. The *Department of Social Welfare and Development, Field Office VII (DSWD-FO VII)*, through the *authorized appropriations for Fiscal Year 2023 General Appropriations Act* intends to apply the sum of ***Twenty-Four Million One Hundred Twenty-Six Thousand Forty Pesos Only (Php24,126,040.00)*** as payment under the contract for the ***Supply and Delivery of Biscuits, Rice Bar and Cereal for Supplementary Feeding Program for CY 2023 in Western Cebu Province***, consisting of two (2) lots, broken down below:

Lot No.	District	ABC
<b>1</b>	<b>3<sup>rd</sup> District</b>	<b>Php 10,482,060.00</b>
<b>2</b>	<b>4<sup>th</sup> District</b>	<b>Php 13,643,980.00</b>
<b><i>TOTAL</i></b>		<b><i>Php 24,126,040.00</i></b>

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 be 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.	<b><i>SLCC (25% of ABC)</i></b>	<b><i>50% of SLCC (Single contract if aggregate)</i></b>
<b>1</b>	<b>Php 2,620,515.00</b>	<b>Php 1,310,257.50</b>
<b>2</b>	<b>Php 3,410,995.00</b>	<b>Php 1,705,497.50</b>

The SLCC should be supported with the following documents:

- 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**.
3. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
4. Bidding will be conducted through open competitive bidding procedures using 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.

5. 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*.
6. A complete set of Bidding Documents may be acquired by interested Bidders on **June 06, 2023** 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:*

<b><i>Approved Budget for the Contract</i></b>		<b><i>Bidding Document Fee</i></b>
<b>Lot 1</b>	<b>Php 10,482,060.00</b>	Php 15,000.00
<b>Lot 2</b>	<b>Php 13,643,980.00</b>	Php 15,000.00
<b><i>All Lots</i></b>	<b><i>Php 24,126,040.00</i></b>	Php 25,000.00

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.

7. The *DSWD Field Office VII* will hold a Pre-Bid Conference on **June 14, 2023, Wednesday, 10:30AM** 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 checks for all personnel, visitors and clients. For your protection, please wear your mask at all times during your visit.

8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **June 27, 2023, Tuesday, 9:45AM**. Late bids shall not be accepted.

9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on ***June 27, 2023, Tuesday, 10:00AM*** 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.
11. As stated in Section 22.5.1 of the IRR of RA 9184, request for clarifications on any part of the Bidding Documents or for an interpretation must be in writing and submitted to the BAC of the Procuring Entity concerned at least ten (10) calendar days before the deadline set for the submission and receipt of bids. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, duly signed by the BAC Chairperson, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of bids.
12. 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.
13. For further information, please refer to:

***MR. GRAEME FERDINAND D. ARMECIN***

*Head, BAC Secretariat*

*DSWD – Field Office VII*

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

*Tel. Nos. (032) 2338785 local 17140 and 17149*

*Email Add: [bac.fo7@dswd.gov.ph](mailto:bac.fo7@dswd.gov.ph)*

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

***June 06, 2023***

***Sgd. ROSEMARIE S. SALAZAR***  
*Chairperson, Bids and Awards Committee I*

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

### **TABLE OF CONTENTS**

<b>1. Scope of Bid</b>	<b>7</b>
<b>2. Funding Information</b>	<b>7</b>
<b>3. Bidding Requirements</b>	<b>7</b>
<b>4. Corrupt, Fraudulent, Collusive and Coercive Practices</b>	<b>8</b>
<b>5. Eligible Bidders</b>	<b>8</b>
<b>6. Origin of Goods</b>	<b>9</b>
<b>7. Subcontracts</b>	<b>9</b>
<b>8. Prebid Conference</b>	<b>9</b>
<b>9. Clarification and Amendment of Bidding Documents</b>	<b>10</b>
<b>10. Documents Comprising the Bid: Eligibility and Technical Components</b>	<b>10</b>
<b>11. Documents Comprising the Bid: Financial Component</b>	<b>10</b>
<b>12. Bid Prices</b>	<b>11</b>
<b>13. Bid and Payment Currencies</b>	<b>11</b>
<b>14. Bid Security</b>	<b>11</b>
<b>15. Sealing and Marking Bids</b>	<b>12</b>
<b>16. Deadline for Submission of Bids</b>	<b>12</b>
<b>17. Opening and Preliminary Examination of Bids</b>	<b>12</b>
<b>18. Domestic Preference</b>	<b>12</b>
<b>19. Detailed Evaluation and Comparison of Bids</b>	<b>13</b>
<b>20. Post-Qualification</b>	<b>13</b>
<b>21. Signing of the Contract</b>	<b>13</b>

# General

## 1. Scope of Bid

The Procuring Entity, *DSWD Field Office VII* wishes to receive Bids for the *Supply and Delivery of Biscuits, Rice Bar and Cereal for Supplementary Feeding Program for CY 2023 in Western Cebu Province*, with identification number *ITB No. DSWD7-PB-2023-38*.

The Procurement Project is composed of *two (2) 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 2023** in the amount of *Twenty-Four Million One Hundred Twenty-Six Thousand Forty Pesos Only (Php24,126,040.00)*, consisting of two (2) lots, broken down below:

Lot No.	District	ABC
1	3 <sup>rd</sup> District	Php 10,482,060.00
2	4 <sup>th</sup> District	Php 13,643,980.00
<b>TOTAL</b>		<b>Php 24,126,040.00</b>

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 “T” 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 **June 14, 2023, Wednesday, 10:30AM** at **DSWD Field Office VII Conference Room, 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 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 *[3 years – relevant period as provided in paragraph 2 of the **IB**]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 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 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<sup>18</sup> 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 8 of the **IB**.

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

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 10 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.
- 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 (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

*Participating bidders are encouraged to have an existing Landbank of the Philippines (LBP) Account in compliance to DBM Circular Letter No. 2013-16.*

## 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 <b><i>Supply and Delivery of Biscuits, Rice Bar and Cereal for Supplementary Feeding Program for CY 2023 in Western Cebu Province</i></b>, similar contracts shall refer to <b><i>Supply and Delivery of Food Items / Groceries</i></b>.</p> <p>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>									
7.1	<i>Subcontracting is not allowed.</i>									
12	The price of the Goods shall be quoted DDP (within the Philippines) or the applicable International Commercial Terms (INCOTERMS) for this Project.									
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <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><b>1</b></td><td><b>Php 209,641.20</b></td><td><b>Php 524,103.00</b></td></tr><tr><td><b>2</b></td><td><b>Php 272,879.60</b></td><td><b>Php 682,199.00</b></td></tr></table>	Lot No.	2% of the ABC	5% of the ABC	<b>1</b>	<b>Php 209,641.20</b>	<b>Php 524,103.00</b>	<b>2</b>	<b>Php 272,879.60</b>	<b>Php 682,199.00</b>
Lot No.	2% of the ABC	5% of the ABC								
<b>1</b>	<b>Php 209,641.20</b>	<b>Php 524,103.00</b>								
<b>2</b>	<b>Php 272,879.60</b>	<b>Php 682,199.00</b>								
15	<i>Each Bidder shall submit <b>ONLY one (1) original</b> copy of the first and second components of its bid.</i>									
19.2	<p><b><i>Detailed Evaluation and Comparison of Bids</i></b></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>									

20.1	<p><b><i>Post-Qualification</i></b></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 <b>BDS</b>.</p> <p><b><i>Participating bidders are encouraged to have an existing Landbank of the Philippines (LBP) Account in compliance to DBM Circular Letter No. 2013-16.</i></b></p>
19.3	<p><i>This project shall be awarded by lot.</i></p>
21.2	<ol style="list-style-type: none"> <li>1. Latest Income and Business Tax Returns, filed and paid through Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> <li>a. Income Tax Return with proof of payment, and</li> <li>b. VAT Returns (Form 2550Q) with proof of payment covering the period.</li> </ol> </li> </ol>

## ***Section IV. General Conditions of Contract***

### **TABLE OF CONTENTS**

<b>1.</b>	<b>SCOPE OF CONTRACT</b>	<b>17</b>
<b>2.</b>	<b>ADVANCE PAYMENT AND TERMS OF PAYMENT</b>	<b>17</b>
<b>3.</b>	<b>PERFORMANCE SECURITY</b>	<b>17</b>
<b>4.</b>	<b>INSPECTION AND TEST</b>	<b>17</b>
<b>5.</b>	<b>WARRANTY</b>	<b>18</b>
<b>6.</b>	<b>LIABILITY OF THE SUPPLIER</b>	<b>18</b>



## 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 VII (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 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*

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contracts shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered <i>[within the Philippines]</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><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods.</li> <li>b. Furnishing of tools required for assembly and/or maintenance of the 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 project;</li> </ul>

	<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>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><b>Spare Parts –</b></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"><li>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</li><li>b. in the event of termination of production of the spare parts:<ul style="list-style-type: none"><li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li><li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li></ul></li></ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> 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><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation</p>
--	---

	<p>during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross Weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical, the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods, CIF, CIP, or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of the Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents</p>
--	--

	<p>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><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The term of payment shall be as follows:</p> <p><b><i>“Monthly after submission of complete and correct sales documents (Delivery Receipt and Sales/Charge Invoice) by the Supplier.”</i></b></p>
4	<p>The inspections and tests that will be conducted are:</p> <p><b><i>*All applicable inspections and tests.</i></b></p>

## *Section VI. Schedule of Requirements*

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

WESTERN CEBU PROVINCE											
ITEM		QUANTITY PER LGU							TOTAL	UNIT	SCHEDULE OF DELIVERY
NO	DESCRIPTION	ALOGUINSAN	ASTURIAS	BALAMBAN	BARILI	TUBURAN	PINAMUNGAJAN	TOLEDO CITY			
LOT 1: 3 <sup>rd</sup> DISTRICT											
1	BISCUIT	14,400	16,528	32,416	33,760	25,264	30,624	51,536	204,528	pack	Delivery point will be at LSWD Office, <b>once a month</b> (Wednesday, if falls on holiday, delivery will be on the next working day) during office hours, <b>between 9:00 AM to 4:00 PM</b> (annex will be provided for delivery schedule reference).
2	RICE BAR	14,400	16,528	32,416	33,760	25,264	30,624	51,536	204,528	pack	
3	RICE+ MONGO CEREAL	7,200	8,264	16,208	16,880	12,632	15,312	25,768	102,264	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 VI. Schedule of Requirements*

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

WESTERN CEBU PROVINCE													
ITEM		QUANTITY PER LGU									TOTAL	UNIT	SCHEDULE OF DELIVERY
NO	DESCRIPTION	BANTAYAN	BOGO CITY	DAAN BANTAYAN	MADRIDEJOS	MEDELLIN	SAN REMIGIO	TABOGON	TABUELAN	SANTA FE			
LOT 2: 4 <sup>th</sup> DISTRICT													
1	BISCUIT	62,400	18,400	54,192	20,480	22,032	26,320	26,160	18,416	17,824	266,224	pack	Delivery point will be at LSWD Office, <b>once a month</b> (Wednesday, if falls on holiday, delivery will be on the next working day) during office hours, <b>between 9:00 AM to 4:00 PM</b> (annex will be provided for delivery schedule reference).
2	RICE BAR	62,400	18,400	54,192	20,480	22,032	26,320	26,160	18,416	17,824	266,224	pack	
3	RICE+ MONGO CEREAL	31,200	9,200	27,096	10,240	11,016	13,160	13,080	9,208	8,912	133,112	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**” in the **Statement of Compliance** column to each indicated parameter or specification. The bidder’s offered item must also be indicated in the **Bidder’s Remarks** column. Ensure that the offered item/s must all be compliant to the indicated parameter/s or specification/s to avoid failure of your bids.

Item No.	Specification	Shelf Life from Delivery Date	Statement of Compliance	Bidder’s Remarks
<b>WESTERN CEBU PROVINCE - LOT 1: 3<sup>rd</sup> DISTRICT</b>				
1	<b>BISCUIT</b> , chocolate flavor, ready-to-eat nutritious snack, packed individually; has label and must indicate the manufacturing or expiration dates; shelf life of at least 6 months from the manufacturing date; product must have FDA registration certificate; at least 60 gms per pack	At least 6 months from the manufacturing date		
2	<b>RICE BAR</b> , chocolate flavor, ready-to-eat nutritious snack, packed individually; has label and must indicate the manufacturing or expiration dates; shelf life of at least 8 months from the manufacturing date; product must have FDA registration certificate; at least 60 gms per pack	At least 8 months from the manufacturing date		
3	<b>RICE+MONGO CEREAL</b> , chocolate flavor, ready-to-eat nutritious instant dry cereal, packed individually; has label and must indicate the manufacturing or expiration dates; shelf life of at least 12 months from the manufacturing date; product must have FDA registration certificate; at least 100 gms per pack	At least 12 months from the manufacturing date		
<b>Additional Specifications:</b>				<b>Statement of Compliance</b>
a.	All food items must be in good quality, no abnormal discoloration, no foul smelling odor and molds; packaging of items must be free from holes, tears and foreign objects; and safe and suitable for human consumption.			
b.	All food items must be delivered on the specified delivery date. To avoid shortage, supplier must bring extra quantity of food items.			
c.	Defective or spoiled items must be replaced by the supplier on the same day.			
d.	The FDA License to Operate (LTO) and DOST-FNRI Adapter Certification of the manufacturer of the food items must be attached.			

<b>e.</b>	Prices are inclusive of the following:	
	<b>e.1 Packaging Materials:</b> The final product must be packed in a durable plastic, with proper labelling including the nutrition facts, manufacturing and expiration date; and must indicate that product is for " <b>DSWD VII SFP Not for Sale</b> ".	
	<b>e.2 Final Packaging:</b> During delivery, the product must be placed and sealed in a clean and durable carton box and with label <b>DSWD VII SFP</b> .	
	<b>e.3 Delivery:</b> ➤ Delivery point will be at LSWD Office, once a month (Wednesday, if falls on holiday, delivery will be on the next working day) during office hours, between <b>9 AM to 4 PM</b> (annex will be provided for delivery schedule reference).	
<b>f.</b>	The winning supplier must provide specific time schedule for the delivery of the goods per LGU to the End-user at least 2-weeks before the start of delivery. Winning supplier is advised to strictly follow the scheduled date and time of delivery to avoid refusal of acceptance or imposition of liquidated damages.	
<b>g.</b>	The winning supplier must provide extra manpower during the delivery for unloading the goods.	
<b>h.</b>	The winning supplier must fully comply with the required specifications and quantity of every food items to be delivered on the scheduled date. Food items not following the specifications will not be accepted.	
<b>i.</b>	Participating bidder must attached at least 2 Certificates of Very Satisfactory Performance from any LGUs / Office previously engaged. And a Very Satisfactory Performance Evaluation from SFP Focal Person, if participating bidder has previous engagement with the program.	
<b>j.</b>	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: \_\_\_\_\_

## *Section VII. Technical Specifications*

Bidders must state either “**Comply**” or “**Not Comply**” in the **Statement of Compliance** column to each indicated parameter or specification. The bidder’s offered item must also be indicated in the **Bidder’s Remarks** column. Ensure that the offered item/s must all be compliant to the indicated parameter/s or specification/s to avoid failure of your bids.

Item No.	Specification	Shelf Life from Delivery Date	Statement of Compliance	Bidder’s Remarks
<b>WESTERN CEBU PROVINCE - LOT 2: 4<sup>th</sup> DISTRICT</b>				
1	<b>BISCUIT</b> , chocolate flavor, ready-to-eat nutritious snack, packed individually; has label and must indicate the manufacturing or expiration dates; shelf life of at least 6 months from the manufacturing date; product must have FDA registration certificate; at least 60 gms per pack	At least 6 months from the manufacturing date		
2	<b>RICE BAR</b> , chocolate flavor, ready-to-eat nutritious snack, packed individually; has label and must indicate the manufacturing or expiration dates; shelf life of at least 8 months from the manufacturing date; product must have FDA registration certificate; at least 60 gms per pack	At least 8 months from the manufacturing date		
3	<b>RICE+MONGO CEREAL</b> , chocolate flavor, ready-to-eat nutritious instant dry cereal, packed individually; has label and must indicate the manufacturing or expiration dates; shelf life of at least 12 months from the manufacturing date; product must have FDA registration certificate; at least 100 gms per pack	At least 12 months from the manufacturing date		
<b>Additional Specifications:</b>				<b>Statement of Compliance</b>
a.	All food items must be in good quality, no abnormal discoloration, no foul smelling odor and molds; packaging of items must be free from holes, tears and foreign objects; and safe and suitable for human consumption.			
b.	All food items must be delivered on the specified delivery date. To avoid shortage, supplier must bring extra quantity of food items.			
c.	Defective or spoiled items must be replaced by the supplier on the same day.			
d.	The FDA License to Operate (LTO) and DOST-FNRI Adapter Certification of the manufacturer of the food items must be attached.			

<b>e.</b>	Prices are inclusive of the following:	
	<b>e.1 Packaging Materials:</b> The final product must be packed in a durable plastic, with proper labelling including the nutrition facts, manufacturing and expiration date; and must indicate that product is for " <b>DSWD VII SFP Not for Sale</b> ".	
	<b>e.2 Final Packaging:</b> During delivery, the product must be placed and sealed in a clean and durable carton box and with label <b>DSWD VII SFP</b> .	
	<b>e.3 Delivery:</b> ➤ Delivery point will be at LSWD Office, once a month (Wednesday, if falls on holiday, delivery will be on the next working day) during office hours, between <b>9 AM to 4 PM</b> (annex will be provided for delivery schedule reference).	
<b>f.</b>	The winning supplier must provide specific time schedule for the delivery of the goods per LGU to the End-user at least 2-weeks before the start of delivery. Winning supplier is advised to strictly follow the scheduled date and time of delivery to avoid refusal of acceptance or imposition of liquidated damages.	
<b>g.</b>	The winning supplier must provide extra manpower during the delivery for unloading the goods.	
<b>h.</b>	The winning supplier must fully comply with the required specifications and quantity of every food items to be delivered on the scheduled date. Food items not following the specifications will not be accepted.	
<b>i.</b>	Participating bidder must attached at least 2 Certificates of Very Satisfactory Performance from any LGUs / Office previously engaged. And a Very Satisfactory Performance Evaluation from SFP Focal Person, if participating bidder has previous engagement with the program.	
<b>j.</b>	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 : \_\_\_\_\_

<b>Name of Contract</b>	<b>Date of the Contract</b>	<b>Contract Duration</b>	<b>Owner's Name and Address</b>	<b>Kinds of Goods/ Services</b>	<b>Amount of Completed Contract</b>	<b>Date of Delivery</b>

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-PB-2023-38 (Specify the Lot No.)**

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: \_\_\_\_\_

**SHALAINIE MARIE S. LUCERO, CESO IV**

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-PB-2023-38**  
**(Lot No. 1 – 3<sup>rd</sup> DISTRICT)**

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 Supply and Delivery of Biscuits, Rice Bar and Cereal for Supplementary Feeding Program for CY 2023 in Western Cebu Province – Lot No. 1 (3<sup>rd</sup> District)* 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: \_\_\_\_\_

## BID FORM

Date: \_\_\_\_\_

Project Identification No.: **ITB No. DSWD7-PB-2023-38**  
**(Lot No. 2 – 4<sup>th</sup> DISTRICT)**

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 Supply and Delivery of Biscuits, Rice Bar and Cereal for Supplementary Feeding Program for CY 2023 in Western Cebu Province – Lot No. 2 (4<sup>th</sup> District)* 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***  
***Project Identification No.: ITB No. DSWD7-PB-2023-38***

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.	Items/Descriptions	Qty.	Unit	Unit Cost	Total Price
<b>WESTERN CEBU PROVINCE - LOT 1: 3<sup>rd</sup> DISTRICT</b>					
1.	<b>BISCUIT</b>	<b>204,528</b>	pack		
2.	<b>RICE BAR</b>	<b>204,528</b>	pack		
3.	<b>RICE+ MONGO CEREAL</b>	<b>102,264</b>	pack		

***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***  
***Project Identification No.: ITB No. DSWD7-PB-2023-38***

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.	Items/Descriptions	Qty.	Unit	Unit Cost	Total Price
WESTERN CEBU PROVINCE - LOT 2 : 4 <sup>th</sup> DISTRICT					
1.	BISCUIT	266,224	pack		
2.	RICE BAR	266,224	pack		
3.	RICE+ MONGO CEREAL	133,112	pack		

***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

## 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. **ITB NO. DSWD7-PB-2023-38 (Lot 1: 3<sup>rd</sup> District)**

Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Price Schedule for Goods Offered from 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. **ITB NO. DSWD7-PB-2023-38 (Lot 2: 4<sup>th</sup> District)**

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: \_\_\_\_\_

# ***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**

(e) 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**

(f) 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**

- 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**.

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

- The amount of not less than *two percent (2%) of ABC*, if bid security is in cash, cashier's/manager's check, bank draft / guarantee or irrevocable letter of credit; or
- The amount of not less than *five percent (5%) of ABC*, if bid security is in Surety Bond.

Lot No.	2% of the ABC	5% of the ABC
<b>1</b>	<b>Php 209,641.20</b>	<b>Php 524,103.00</b>
<b>2</b>	<b>Php 272,879.60</b>	<b>Php 682,199.00</b>

**or**

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

(h) 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**

(i) 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**

(j) 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**

(k) 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;

(b) Original duly signed and accomplished Financial Proposal Sheet(s), **and**

(c) Original duly signed and accomplished Priced Schedule(s).



## SUPPLIER / SERVICE PROVIDER'S BANK INFORMATION

<b>Name of Bank</b>	
<b>Branch</b>	
<b>Bank Account Name</b>	
<b>Account No.</b>	
<b>TIN No.</b>	

***PLEASE CHECK IF TIN NUMBER is VAT or NON-VAT***

**VAT**

☐

**NON-VAT**

☐

**Signature:**

---

**Name of Authorized Representative:**

---

**Position:**

---