# DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE VII CEBU CITY

# **BIDDING DOCUMENTS FOR**

# Rebidding for Supply and Delivery of Welfare Goods for Visayas Disaster Resource Center (VDRC) for CY 2024

Framework Agreement – (Single Year)

ITB No. DSWD7-PB-2024-16

March 2024

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# **Section I. Invitation to Bid**

Project Title: Rebidding for Supply and Delivery of Welfare Goods for Visayas Disaster Resource Center (VDRC) for CY 2024 – Framework Agreement (Single Year)

# Project Identification No.: ITB No. DSWD7-PB-2024-16

1. The Department of Social Welfare and Development, Field Office VII (DSWD-FO VII), using a single-year Framework Agreement through the authorized appropriations for Fiscal Year 2024 General Appropriations Act intends to apply the sum of Five Hundred Fifty-Three Million Eight Hundred Forty-Three Thousand Five Hundred Pesos Only (₱ 553,843,500.00) being the Approved Budget for the Contract (ABC) corresponding to the total cost of each item to be bid out, and the following Lot Numbers 1 to 4 being the ABC to payments under the contract for each item.

Lot No.	Category	Quantity/Unit	ABC
1	Canned Tuna Flakes	16,800,000 tin	Php 548,184,000.00
2	Packaging Tapes, Transparent (3 inches)	2,100 pc	Php 1,617,000.00
3	Packaging Tapes, Transparent (2 inches)	2,100 pc	Php 981,750.00
4	Stretch Film	10,500 roll	Php 3,060,750.00
	TOTAL		Php 553,843,500.00

Bids received in excess of the total cost per item shall be automatically rejected.

2. The DSWD Field Office VII now invites bids for the "Rebidding for Supply and Delivery of Welfare Goods for Visayas Disaster Resource Center (VDRC) for CY 2024 – Framework Agreement (Single Year). Delivery of the Goods shall be in accordance with Section VI. Schedule of Requirement after issuance of a Call-Off or any date determined by the Procuring Entity (PE). 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 be an aggregate of at least two 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.	25% of the ABC (Single Contract)	Having a largest contract at least 50% of the SLCC (Aggregate Contract)
1	Php 137,046,000.00	Php 68,523,000.00
2	Php 404,250.00	Php 202,125.00
3	Php 245,437.50	Php 122,718.75
4	Php 765,187.50	Php 382,593.75

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.

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 *March 18*, 2024 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:*

Approved Bud	Bidding Document Fee	
Lot 1	Php 548,184,000.00	Php 75,000.00
Lot 2	Php 1,617,000.00	Php 5,000.00
Lot 3	Php 981,750.00	Php 1,000.00
Lot 4	Php 3,060,750.00	Php 5,000.00

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 March 26, 2024, Tuesday, 1:30 PM 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.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *April 08, 2024, Monday, 10:15AM*. 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 *April 08, 2024, Monday, 10:30AM* 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. 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.
- 11. 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.
- 12. 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 17140 and 17149

Email Add: <a href="mailto:bac.fo7@dswd.gov.ph">bac.fo7@dswd.gov.ph</a>
Website: <a href="mailto:https://fo7.dswd.gov.ph/">https://fo7.dswd.gov.ph/</a>

March 18, 2024

Sgd. ROSEMARIE S. SALAZAR

Chairperson, Bids and Awards Committee I

# 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 for Supply and Delivery of Welfare Goods for Visayas Disaster Resource Center (VDRC) for CY 2024 – Framework Agreement (Single Year) under a Framework Agreement, with identification number ITB No. DSWD7-PB-2024-16.

The Procurement Project is composed of *four (4) 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 2024 in the amount of *Five Hundred Fifty-Three Million Eight Hundred Forty-Three Thousand Five Hundred Pesos Only* (\$\mathbb{P}\$ 553,843,500.00).
- 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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of 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 Subcontracting is not allowed.

7.2. 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 *March 26*, 2024 Tuesday, 1:30 PM 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 three (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 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.
- Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

#### 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 destination18 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**).
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
  - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not

- subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 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<sup>1</sup> 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.
- 14.3 In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

# 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**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

# 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.

18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

### 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.
  - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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 2 One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

Participating bidders are encouraged to have a 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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

# Section III. Bid Data Sheet

ITB Clause								
	For this purpose, con	tracts similar to the Project	shall be:					
5.3	a. The name of the Contract is Rebidding of Supply and Delivery of Welfare Goods for Visayas Disaster Resource Center (VDRC) for CY 2024 – Framework Agreement (Single Year), similar contracts shall refer to the following:  1. Supply and Delivery of Canned Goods for Lot 1 2. Supply and Delivery of Packaging Tapes for Lot 2 and Lot 3 3. Supply and Delivery of Stretch Film for Lot 4  b. completed within three (3) years prior to the deadline for the							
7.1	Subcontracting is no	d receipt of bids.  t allowed.						
12	The price of the Goo		te place of destination) or the COTERMS) for this Project.					
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:  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  b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.							
	Lot No.	2% of the ABC	5% of the ABC					
	1         Php 10,963,680.00         Php 27,409,200.00           2         Php 32,340.00         Php 80,850.00           3         Php 19,635.00         Php 49,087.50           4         Php 61,215.00         Php 153,037.50           TOTAL         Php 11,076,870.00         Php 27,692,175.00							
15	Each Bidder shall su components of its bid	, ,	l copy of the first and second					
19.2	Detailed Evaluation and Comparison of Bids  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.  In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.							

	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 <b>BDS</b> .					
	Participating bidders are encouraged to have an existing Landbank of the Philippines (LBP) Account in compliance to DBM Circular Letter No. 2013-16.					
20.2	This project shall be awarded by lot.					
29.2	<ol> <li>Latest Income and Business Tax Returns, filed and paid through Electronic Filing and Payments System (EFPS), consisting of the following:         <ul> <li>a. Income Tax Return with proof of payment, and</li> <li>b. VAT Returns (2550Q) with proof of payment covering the period.</li> </ul> </li> </ol>					

# 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**.
- 2.3 For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4 For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

# 3. Performance Security

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

Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

### 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 or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (Technical Specifications) shall specify what inspections and/or 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	Delivery and Documents –
	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:
	"The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>as indicated in the contract</i> .
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i>
	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 Contract: and
	e. Training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

#### **Spare Parts** –

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months of placing the order.

#### Packaging -

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

transit.

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

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

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross Weight
Any special lifting instructions
Amy special handling instructions
Any relevant HAZCHEM classifications

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.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified 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.

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 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.

	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.  Intellectual Property Rights —
	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.
2.2	"The term of payment shall be as follows:  "Monthly after submission of complete and correct sales documents (Delivery Receipt and Sales/Charge Invoice) by the Supplier."
4	The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests].

# Section VI. Schedule of Requirements

#### FRAMEWORK AGREEMENT LIST

# FRAMEWORK AGREEMENT LIST Department of Social Welfare and Development, Field Office VII

Rebidding for Supply and Delivery of Welfare Goods for Visayas Disaster Resource Center (VDRC) for CY 2024 – Framework Agreement (Single Year)

**Note:** Put a check  $(\checkmark)$  mark on the lot/lots you intend to participate.

	Lot No.	Description	Maximum Quantity Total Cost per Ite					
	1	Canned Tuna Flakes	16,800,000 tin Php 548,184,000					
	2	Packaging Tapes, Transparent (3 inches)	2,100 pc Php 1,617,000					
	Packaging Tapes, Transpa (2 inches)		2,100 pc	Php 981,750.00				
	4	Stretch Film 10,500 roll Php 3,0						
Expected delivery timeframe after receipt of a Call-Off:			Within 15 days from the issuance of Call Off Order					
Period of remedy for defects:			Damaged of defective items/goods shall be replaced within 15 days upon receipt by the supplier of the Notice to Replace from VDRC					
Delivery Site:			<ul> <li>VDRC Brgy. Tingub, Mandaue City</li> <li>VDRC NRA Warehouse, Cebu City</li> <li>DSWD, Labangon, Cebu City</li> </ul>					
Contrac	t Duration	1:	Single-year Framework Agreement					

I hereby indicated	to	deliver	the	required	quality	and	quantities	upon	receipt	of	the	Call-Off	f as
			_	Name	of Com	pany	/Bidder	_					

Bidder's Signature over Printed Name

D	at	e:				

# Section VII. Technical Specifications

Rebidding for Supply and Delivery of Welfare Goods for Visayas Disaster Resource Center (VDRC) for CY 2024 – Framework Agreement (Single Year)

Lot No.	Technical Specification	Bidder's Specifications Statement of Compliance <sup>2</sup>
1	CANNED TUNA FLAKES	Brand:
┸	1. Type:	Detailed Specifications:
	Canned Tuna Flakes, In Oil, Non-easy Open Can	z cianca specyreaniens.
	2. Unit of Measure: Tin	
	3. Weight:	
	Total net weight: At least 155 grams Fish weight: 50 % (- 10% variance) and above of the total net weight	
	Brine weight: 50% (+ 10% variance) and below of the total net weight	
	4. Certification & Testing/Label/ Marking Requirements: Certification:	
	Certified Halal Product printed on the product label.	
	Submit a certificate of product HALAL certification upon	
	submission of bid documents from an authorized	
	office/registered certifying body that issued HALAL certifications.	
	Submit a Certificate of Tin Can Analysis from DOST or any	
	third-party laboratory conducting Tin Can analysis accredited by	
	DOST.	
	Nutritional Information:	
	With Nutritional information in the label based on the nutritional	
	daily allowance intake based on DOH AO No. 2014-0030,	
	otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the	
	Philippines."	
	5. Packaging:	
	Tin Can Configuration: At least two (2) piece	
	No. of Beads: Minimum of 10 beads	
	Tin Can Thickness not less than:	
	Top End: 0.14mm	
	Bottom 0.14mm	
	Body: 0.14mm	
	6. Expiration:	
	Should indicate Expiry Date of not less than two years and six	
	months (2.5 years) from the date of delivery printed in the	
	packaging	
	7. No. of Years in the Market:	
	The brand must be existing in the Philippine Market for at least	
	5 years. Supplier to submit cartification from the manufacturar that the	
	Supplier to submit certification from the manufacturer that the product has been in the market for at least five (5) years.	
	8. FDA Certification:	
	Submit a copy of the latest Food and Drug Administration	
	(FDA) Certificate of Product Registration showing issuance and	

Expiry Date.

#### 9. Other Requirements:

#### **Color and Appearance:**

Flakes: Pinkish Brown to Light Brown Tuna Flakes

Oil: Clear to Light Brown Oil

#### Taste:

No distinctly sour/bitter/pungent taste.

No rancid or distinctly bad taste of decomposing oil or fats.

#### Odor:

Free from bad, putrid and strong fishy ("malansa") smell.

No rancid odor or distinctly bad smell of decomposing oil or fats

#### Must be Tuna Flakes not Minced.

Tins must be packed in boxes by 48, 50, or 100 tins

Hermetically sealed, showing no sign of corrosion at the wielded joints or inside and no dent

Damaged or defective items/goods shall be replaced within 15 days upon receipt by the supplier of the notice to replace from the VDRC

Replacement period for damaged or defective items/goods shall be within 1 year from the delivery date.

Supplier must provide manual labor to unload and palletize the goods upon delivery.

Supplier should have at least 2 very satisfactory rating in the performance evaluation within the last 3 years

The supplier has an existing Metro Cebu-based Storage Facility for swift delivery and replacement of rejected item/s.

#### 10. **Delivery Point:**

- VDRC Brgy. Tingub, Mandaue City
- VDRC NRA Warehouse, Cebu City
- DSWD, Labangon, Cebu City

#### 11. Delivery Period:

Within 15 days from the issuance of Call Off Order

#### 12. Payment Terms:

Processed every completed call off.

# 2 PACKAGING TAPES, TRANSPARENT (3 INCHES)

#### 1. Width:

76.2 mm +/-5% (3 inches)

#### 2. Length:

1000 meters +/-5%

#### 3. Thickness:

50 microns +/-2%

#### 4. Inside Core Diameter:

76 millimeter +/-2%

#### 5. Marking Requirement:

Markings and prints shall be coordinated with and approved by End-user.

#### 6. Special Requirement:

Supplier to provide 1 roll sample for testing, and evaluation by End-user.

#### 7. Other Requirements:

Industrial/Shipping Grade Type

Brand:

**Detailed Specifications:** 

With strong adhesion.

The supplier has an existing Metro Cebu-based Storage Facility for swift delivery and replacement of rejected item/s.





#### 8. Delivery Point:

- -VDRC Brgy. Tingub, Mandaue City
- VDRC NRA Warehouse, Cebu City
- DSWD, Labangon, Cebu City

#### 9. Delivery Period:

Within 15 days from the issuance of Call Off Order

10. Payment Terms:

Processed every completed call off.

# 3 PACKAGING TAPES, TRANSPARENT (2 INCHES)

#### 1. Width:

50.8 mm +/-5% (2 inches)

2. Length:

1000 meters +/-5%

3. Thickness:

50 microns +/-2%

#### 4. Inside Core Diameter:

76 mm +/-2%

#### **Marking Requirement:**

Markings and prints shall be coordinated with and approved by End-user.

#### 6. Special Requirement:

Supplier to provide 1 roll sample for testing, and evaluation by End-user.

#### 7. Other Requirements:

Industrial/Shipping Grade Type

With strong adhesion.

The supplier has an existing Metro Cebu-based Storage Facility for swift delivery and replacement of rejected item/s.





#### 8. Delivery Point:

- -VDRC Brgy. Tingub, Mandaue City
- VDRC NRA Warehouse, Cebu City
- DSWD, Labangon, Cebu City

#### 9. Delivery Period:

Within 15 days from the issuance of Call Off Order

10. Payment Terms:

Processed every completed call off.

Brand:

**Detailed Specifications:** 

4	STRETCH FILM	Brand:
•	1. <b>Type:</b>	Detailed Specifications:
	Plastic Wrapper for Pallets	
	2. Weight:	
	Not less than 2 Kilograms	
	3. Width:	
	500 millimeter +/-2%	
	4. Micron:	
	15 microns +/-2%	
	5. Inside Core Diameter:	
	76 millimeter +/-2%	
	6. Length:	
	300 meters +/-5%	
	7. Other Requirement:	
	The supplier has an existing Metro Cebu-based Storage	
	Facility for swift delivery and replacement of rejected item/s.	
	8. Delivery Point:	
	-VDRC Brgy. Tingub, Mandaue City	
	- VDRC NRA Warehouse, Cebu City	
	- DSWD, Labangon, Cebu City 9. <b>Delivery Period:</b>	
	Within 15 days from the issuance of Call Off Order	
	10. Payment Terms:	
	Processed every completed call off.	
		L

Name of Company/Bidder	
Bidder's Signature over Printed Name	
Date:	

<sup>&</sup>lt;sup>2</sup>IMPORTANT NOTE: [Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]

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

Business Nar Business Ado						
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
Government						
Private						
Submitted by:						
, we military to		rinted Nan	ne & Signature	e)		
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 : ***should have an entry						
				•		
Name of	Date of	Contract	Owner's	Kinds of	Amount of	Date of
Contract	Contract	Duration	Name & Address	Goods/Services	Completed Contract	Delivery
NOTE: This	statement sh	nall be support	ted with:			
	11					
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						
1	Acceptance, Official Receipt/Collection Receipt or Sales Invoice.					
Submitted by:						
	(Pri	nted Name &	Signature)			
Designation :						
_ 0.5.6	-					
Date :						

# **Bid Securing Declaration Form**

RE	EPUI	BLIC OF THE PHILIPPINES)
Cľ	TY (	OF) S.S.
		BID SECURING DECLARATION
		Project Identification No.: ITB No. DSWD7-PB-2024-16 (Specify the Lot No.)
То	: [In	sert name and address of the Procuring Entity]
I/V	Ve, t	he undersigned, declare that:
1.		Ve understand that, according to your conditions, bids must be supported by a Bid Security, which may in the form of a Bid Securing Declaration.
2.	wit I/w De cor 34.	We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract than procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing claration, within fifteen (15) days from receipt of the written demand by the procuring entity for the mmission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the vernment may undertake.
3.	I/W	Ve 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

<b>SUBSCRIBED AND SWORN</b> 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 PHILIPPINE	S )
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

<b>SUBSCRIBED AND SWORN</b> 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	
Signature over 1 fined (value of Authorized Representative	
Business Name of Bidder	
Date:	

### **Credit Line Form**

	Date:
SHALAINE MARIE S. LUC	FRO CESO IV
Regional Director	ERO, CESO IV
DSWD – Field Office VII, Cet	ou City
DSWD – Field Office VII, Cet	ou City
CONTRACT/PROJECT	
	·
COMPANY/FIRM	:
ADDRESS	:
DANIZ/EINIANGING INGT	
BANK/FINANCING INST.	·
ADDRESS	:
AMOUNT	:
indicated above, commits to p awarded the above- mentioned shall be exclusively used to subject to our terms, conditions  The credit line shall b the (Supplier/Supplier/Distribut such line of credit shall be maid date of opening of bids.  This Certification is b Manufacturer/Contractor) in co Social Welfare and Development	the above Bank/Financing Institution with business address rovide the (Supplier/Distributor/Manufacturer/Contractor), if I Contract, a credit line in the amount specified above which finance the performance of the above-mentioned contract is and requirements.  The available within fifteen (15) calendar days after receipt by autor/Manufacturer/Contractor) of the Notice of Award and intained for one hundred twenty (120) calendar days from the specific points of the Department of the Department of the Department of the Department of the Field Office VII for the above-mentioned Contract. We ents issued by us make us liable for perjury.
Name and Signature of Author	ized Financing Institution Officer:
Official Designation	_
	r/Distributor/Manufacturer/Contractor's)
Authorized Representative:	
	Official Designation
Note: The Amount committed s	hould be machine validated
CHRCCHIRED AND CWOD	N TO DEFODE ME this day of 20
SUBSCRIBED AND SWOR	N TO BEFORE ME, this, day of, 20
in the City of Affian	t exhibiting to me his/her Valid Identification, Number_
	NOTARY PUBLIC
Dog No	
Ooc. No	
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Series of	

### **BID FORM**

Date:
Project Identification No.: ITB No. DSWD7-PB-2024-16
(Lot No. 1 – Canned Tuna Flakes)

#### 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 for Supply and Delivery of Welfare Goods for Visayas Disaster Resource Center (VDRC) for CY 2024 – Framework Agreement (Single Year) – Lot No. 1 (Canned Tuna Flakes) 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:
Departme		mmittee Fare & Development . Maxilom Ave., Cel	
or Bid Bulletin the undersigned Goods for V Agreement (Si with the said P bid price, as e accordance with price includes to (i) value added	Numbers [insert and do offer to supply isayas Disaster ingle Year) – Low BDs for the sum of a valuated and corn the Price Schedule cost of all taxe tax (VAT), (ii) income to the cost of the cost of the laxe tax (VAT), (iii) income tax (VAT), (VAT	numbers], the receipt perform the Rebida Resource Center to No. 2 (Packaging To of [total Bid amount rected for computation tules attached herewises, such as, but not list	cuments (PBDs) including the Supplemental t of which is hereby duly acknowledged, we, ding for Supply and Delivery of Welfare (VDRC) for CY 2024 – Framework Tapes, Transparent (3 inches)) in conformity in words and figures] or the total calculated onal errors, and other bid modifications in ith and made part of this Bid. The total bid imited to: [specify the applicable taxes, e.g. taxes, and (iv) other fiscal levies and duties],
If our B	id is accepted, we	undertake:	
a.	•		with the delivery schedule specified in the pine Bidding Documents (PBDs);
b.	to provide a per prescribed in the I		n the form, amounts, and within the times
c.		d Validity Period spec ae before the expiration	ecified in the PBDs and it shall remain binding on of that period.
[Insert	this paragraph if F	Foreign-Assisted Proje	ect with the Development Partner:
	-	, if any, paid or to be ped the contract, are lis	paid by us to agents relating to this Bid, and to sted below:
Nam of ag	e and address ent	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-2024-16
(Lot No. 3 – Packaging Tapes, Transparent (2 inches))

#### 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 for Supply and Delivery of Welfare Goods for Visayas Disaster Resource Center (VDRC) for CY 2024 – Framework Agreement (Single Year) – Lot No. 3 (Packaging Tapes, Transparent (2 inches)) 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-2024-16
	(Lot No. 4 – Stretch Film)

### 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 for Supply and Delivery of Welfare Goods for Visayas Disaster Resource Center (VDRC) for CY 2024 – Framework Agreement (Single Year) – Lot No. 4 (Stretch Film) 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:	

Project Identification No.: ITB No. DSWD7-PB-2024-16 Lot 1 – Canned Tuna Flakes

Date					
DSW M.J. Sir/M	Bids and Awards Committed /D-Field Office VII Cuenco Ave., Cebu City  Madam:				DUL! D
	having carefully read and under is our bid:	accepted the teri	ms and condit	ions in your	Blading Documents
tem No.	Items/Descriptions	Qty.	Unit	Unit Cost	Total Price
	LO	Γ1 – CANNED T	CUNA FLAKE	S	
1.	Canned Tuna Flakes	16,800,000 tin			
	BID PRIC	CE (IN FIGURES	5)		
	BID PRICE (IN W	(ORDS)			
	: The above quoted prices are truly yours,	VAT inclusive ar	nd delivery cost	:.	
	Name of Company / Bid	der			
Nam	e/Signature of Authorized R	 Representative			

Project Identification No.: ITB No. DSWD7-PB-2024-16 Lot 2 – Packaging Tapes, Transparent (3 inches)

Date	:				
DSW M.J.	Bids and Awards Committe /D-Field Office VII Cuenco Ave., Cebu City /Iadam:	e			
	having carefully read and under is our bid:	accepted the terr	ms and conditi	ions in your	Bidding Documents
tem No.	Items/Descriptions	Qty.	Unit	Unit Cost	Total Price
	LOT 2 – PACKA	GING TAPES, T	RANSPAREN	T (3 INCHE	S)
1.	Packaging Tapes, Transparent (3 inches)				
	BID PRIC	CE (IN FIGURES	5)		
	BID PRICE (IN W	ORDS)			
	,				
	: The above quoted prices are truly yours,	VAT inclusive ar	nd delivery cost		
	Name of Company / Bide	der			
Nam	e/Signature of Authorized R	epresentative			

Project Identification No.: ITB No. DSWD7-PB-2024-16 Lot 3 – Packaging Tapes, Transparent (2 inches)

Date	:				
DSW M.J.	Bids and Awards Committe /D-Field Office VII Cuenco Ave., Cebu City //adam:	e			
	having carefully read and under is our bid:	accepted the terr	ms and conditi	ions in your	Bidding Documents
tem No.	Items/Descriptions	Qty.	Unit	<b>Unit Cost</b>	Total Price
	LOT 3 – PACKA	GING TAPES, T	RANSPAREN	T (2 INCHE	S)
1.	Packaging Tapes, Transparent (2 inches)				
	BID PRIC	CE (IN FIGURES	S)		
	BID PRICE (IN W	ORDS)			
	,				
	: The above quoted prices are truly yours,	VAT inclusive ar	nd delivery cost	i.	•
	Name of Company / Bide	der			
Nam	e/Signature of Authorized R	epresentative			

Project Identification No.: ITB No. DSWD7-PB-2024-16 Lot 4 – Stretch Film

Date	:				
DSW M.J.	<b>Bids and Awards Committe</b> /D-Field Office VII Cuenco Ave., Cebu City	ee			
Sir/N	Madam:				
	r having carefully read and under is our bid:	accepted the terr	ms and condit	ions in your	Bidding Documents
tem No.	Items/Descriptions	Qty.	Unit	Unit Cost	<b>Total Price</b>
		LOT 4 – STRET	TCH FILM		
1.	Stretch Film	10,500	roll		
	BID PRIC	CE (IN FIGURES	5)		
	BID PRICE (IN W	(ORDS)			
	: The above quoted prices are truly yours,	VAT inclusive an	nd delivery cost	i.	
	Name of Company / Bid	der			
Nam	ne/Signature of Authorized R	Representative			

For Goods Offered from Within the Philippines												
Name of Bidder:												
Proj	Project ID No. <u>ITB NO. DSWD7-PB-2024-16 Lot 1 – Canned Tuna Flakes</u>											
Pag	Pageof											
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	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+	Total Price delivered Final Destination (col 9) x			
						awarded, per item		8)	(col 4)			
Lega Sign	al Capacity	:			pehalf of:							

For Goods Offered from Within the Philippines												
Name of Bidder:												
Project ID No. <u>ITB NO. DSWD7-PB-2024-16 Lot 2 – Packaging Tapes,</u> <u>Transparent (3 inches)</u>												
Pageof												
2	3	4	5	6	7	8	9	10				
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)				
al Capacity	:											
	ect ID No.  eof  2  Description  al Capacity ature:	ect ID No.  Ti  aof  Description Country of origin  ature:al Capacity:ature:	ect ID No.  ITB NO. I Transpar  aof  2	ect ID No.  ITB NO. DSWD Transparent (3  eof  2	ect ID No.  ITB NO. DSWD7-PB-2024-7 Transparent (3 inches)  aof  2	tect ID No.  ITB NO. DSWD7-PB-2024-16 Lot 2 Transparent (3 inches)  aof  2	Transparent (3 inches)  aof  Description   Country of origin   Quantity   Unit per item   Description   Contract is awarded, per item   Description   Country of origin   Description   Country of origin   Country of origin   Country of origin   Country of origin   Country per item   Country item   Country of origin   Country per item   Country item   Country of origin   Country per item   Country of origin   Country per item   Country item   Count	the of Bidder:    Cot ID No.   ITB NO. DSWD7-PB-2024-16 Lot 2 - Packaging Tap Transparent (3 inches)				

	For Goods Offered from Within the Philippines												
Nan	Name of Bidder:												
Project ID No. <u>ITB NO. DSWD7-PB-2024-16 Lot 3 – Packaging Tapes,</u> <u>Transparent (2 inches)</u>													
Pag	Pageof												
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)				
Lega Sigr	al Capacity	:			pehalf of:								

	For Goods Offered from Within the Philippines											
Name of Bidder:												
Project ID No. <u>ITB NO. DSWD7-PB-2024-16 Lot 4 – Stretch Film</u>												
Pag	eof	-										
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)			
Lega Sign	Name:											
טuıy	authorized	ม เบ sign i	nie pia ta	or and t	oehalf 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) in accordance with Section 8.5.2 of the IRR;

### **Technical Documents**

- **(b)** 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**
- (c) 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.
- (d) 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

Lot No.	2% of the ABC	5% of the ABC
1	Php 10,963,680.00	Php 27,409,200.00
2	Php 32,340.00	Php 80,850.00
3	Php 19,635.00	Php 49,087.50
4	Php 61,215.00	Php 153,037.50
TOTAL	Php 11,076,870.00	Php 27,692,175.00

• The amount of not less than *five percent (5%) of ABC*, if bid security is in Surety Bond.

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

- (e) Conformity with the Section VI. Schedule of Delivery and Section VII. Technical Specifications, which may include production / delivery schedule, manpower, requirement, and/or after-sales/parts, if applicable; <u>and</u>
- **(f)** Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative, or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

### Financial Documents

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

#### or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### Class "B" Documents

**(h)** If applicable, a duly signed joint venture (JVA) in case the joint venture is already in existence <u>or</u>

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.

### II. FINANCIAL COMPONENT ENVELOPE

- (i) Original duly signed and accomplished Financial Bid Form;
- (j) Original duly signed and accomplished Financial Proposal Sheet(s) and
- (k) Original duly signed and accomplished Priced Schedule(s)

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

- (1) [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.
- (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

### SUPPLIER / SERVICE PROVIDER'S BANK INFORMATION

Name of Bank
Branch
Bank Account Name
Account No.
TIN No.
PLEASE CHECK IF TIN NUMBER is VAT or NON-VAT  VAT  NON- VAT
Signature:  Name of Authorized Representative:  Position: