

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT

FIELD OFFICE VII

CEBU CITY

BIDDING DOCUMENTS FOR

**Supply and Delivery of Nutri-Biscuits for
Supplementary Feeding Program for CY 2024
in Negros Oriental Province**

ITB No. DSWD7-PB-2024-34

May 2024

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Section I. Invitation to Bid

Project Title: Supply and Delivery of Nutri-Biscuits for Supplementary Feeding Program for CY 2024 in Negros Oriental Province

Project Identification No.: ITB No. DSWD7-PB-2024-34

- The *Department of Social Welfare and Development, Field Office VII (DSWD-FO VII)*, through the *authorized appropriations for Fiscal Year 2024 General Appropriations Act* intends to apply the sum of ***Twenty Million Six Hundred Forty-Seven Thousand Four Hundred Forty Pesos Only (Php20,647,440.00)*** as payment under the contract for the ***Supply and Delivery of Nutri-Biscuits for Supplementary Feeding Program for CY 2024 in Negros Oriental Province***, consisting of ***three (3) lots***, broken down below:

Lot No.	District	ABC
1	1st District	Php 9,123,300.00
2	2nd District	Php 5,837,940.00
3	3rd District	Php 5,686,200.00
<i>Total</i>		<i>Php 20,647,440.00</i>

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

- 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.	<i>SLCC (25% of the ABC)</i>	<i>50% of SLCC (Single contract if aggregate)</i>
1	Php 2,280,825.00	Php 1,140,412.50
2	Php 1,459,485.00	Php 729,742.50
3	Php 1,421,550.00	Php 710,775.00

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”.
 - a. 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 **May 30, 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:

Lot No.	Approved Budget for the Contract	Bidding Document Fee
1	Php 9,123,300.00	Php 10,000.00
2	Php 5,837,940.00	Php 10,000.00
3	Php 5,686,200.00	Php 10,000.00

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 **June 7, 2024, Friday, 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 **June 21, 2024, Friday, 1:15 PM**. 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 **June 21, 2024, Friday, 1:30 PM** 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:

AILEEN G. CUEVAS

Head, BAC Secretariat

DSWD – Field Office VII

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

Tel. Nos. (032)233-0261 local numbers 17140 and 17149

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

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

May 30, 2024

Sgd. PATRICIA R. MEGALBIO

Chairperson, Bids and Awards Committee II

Section II. Instructions to Bidders

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1. Scope of Bid

The Procuring Entity, *DSWD Field Office VII* wishes to receive Bids for the *Supply and Delivery of Nutri-Biscuits for Supplementary Feeding Program for CY 2024 in Negros Oriental Province*, with identification number *ITB No. DSWD7-PB-2024-34*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2024** in the amount of *Twenty Million Six Hundred Forty-Seven Thousand Four Hundred Forty Pesos Only (Php20,647,440.00)*, consisting of *three (3) lots*, broken down below:

Lot No.	District	ABC
1	1 st District	Php 9,123,300.00
2	2 nd District	Php 5,837,940.00
3	3 rd District	Php 5,686,200.00
<i>Total</i>		<i>Php 20,647,440.00</i>

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

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

- (a) For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- (b) For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the

case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and

- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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 7, 2024, Friday, 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 *[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 Section VII (Technical Specifications).

- 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 the **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days* from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed,*” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purpose of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause													
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. The name of the Contract is <i>Supply and Delivery of Nutri-Biscuits for Supplementary Feeding Program for CY 2024 in Negros Oriental Province</i>, similar contracts shall refer to <i>“Supply and Delivery of Food Items / Groceries”</i>.</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 (state place of destination) 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 border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">2% of ABC</th> <th style="text-align: center;">5% of ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Php 182,466.00</td> <td style="text-align: center;">Php 456,165.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Php 116,758.80</td> <td style="text-align: center;">Php 291,897.00</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">Php 113,724.00</td> <td style="text-align: center;">Php 284,310.00</td> </tr> </tbody> </table>	Lot No.	2% of ABC	5% of ABC	1	Php 182,466.00	Php 456,165.00	2	Php 116,758.80	Php 291,897.00	3	Php 113,724.00	Php 284,310.00
Lot No.	2% of ABC	5% of ABC											
1	Php 182,466.00	Php 456,165.00											
2	Php 116,758.80	Php 291,897.00											
3	Php 113,724.00	Php 284,310.00											
15	<i>Each Bidder shall submit ONLY one (1) original copy of the first and second components of its bid.</i>												

<p>19.2</p>	<p><i>Detailed Evaluation and Comparison of Bids</i></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>
<p>20.1</p>	<p><i>Post-Qualification</i></p> <p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.</p> <p><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></p>
<p>20.2</p>	<p><i>This project shall be awarded per lot.</i></p>
<p>21.2</p>	<p>1. Latest Income and Business Tax Returns, filed and paid through Electronic Filing and Payments System (EFPS), consisting of the following:</p> <ul style="list-style-type: none"> a. Income Tax Return with proof of payment, and b. VAT Returns (Form 2550Q) with proof of payment covering the period.

Section IV. General Conditions of Contract

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1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to test the **SCC, Section 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>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contracts shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered [<i>within the destinations stated on this contract</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>as indicated in the contract</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods. b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this 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 relieve 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
- Any 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 place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods, CIF, CIP, or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of 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.

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by the INCOTERMS for DDP deliveries. In case of Goods supplied from within the Philippines or supplies by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial rights arising from use of the Goods or any part thereof.</p>
<p>2.2</p>	<p>The term of payment shall be as follows:</p> <p><i>“After completion of delivery and after submission of complete and correct sales documents (Delivery Receipt and Sales/Charge Invoice) by the Supplier.”</i></p>
<p>4</p>	<p>The inspection/s and test/s that will be conducted is/are:</p> <ul style="list-style-type: none"> • <i>All applicable inspections and tests</i>

Section VI. Schedule of Requirements

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

NEGROS ORIENTAL PROVINCE LOT 1 : 1 ST DISTRICT				
No.	Name of LGU	No. of Nutri-Biscuit per LGU	Unit	Schedule of Delivery
1.	AYUNGON	68,544	pack	Delivery point will be at the LSWD Office on September 10, 2024 and November 12, 2024 , and if date falls on a holiday, delivery will be on the next working day during office hours, between 8:00AM to 4:00PM.
2.	BINDOY	46,080	pack	
3.	CANLAON CITY	68,400	pack	
4.	GUIHULNGAN CITY	205,200	pack	
5.	JIMALALUD	47,988	pack	
6.	LA LIBERTAD	38,088	pack	
7.	MANJUYOD	47,520	pack	
8.	TAYASAN	36,000	pack	
9.	VALLEHERMOSO	50,400	pack	
Total Quantity		608,220	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 number of days after receipt of Notice to Proceed stipulates hereafter the delivery date.

NEGROS ORIENTAL PROVINCE LOT 2 : 2ND DISTRICT				
No.	Name of LGU	No. of Nutri-Biscuit per LGU	Unit	Schedule of Delivery
1.	AMLAN	19,800	pack	Delivery point will be at the LSWD Office on September 9, 2024 and November 11, 2024 , and if date falls on a holiday, delivery will be on the next working day during office hours, between 8:00AM to 4:00PM.
2.	BAIS CITY	66,600	pack	
3.	DUMAGUETE CITY	99,216	pack	
4.	MABINAY	73,800	pack	
5.	PAMPLONA	27,000	pack	
6.	SAN JOSE	19,980	pack	
7.	SIBULAN	32,400	pack	
8.	TANJAY CITY	50,400	pack	
Total Quantity		389,196	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 number of days after receipt of Notice to Proceed stipulates hereafter the delivery date.

NEGROS ORIENTAL PROVINCE LOT 3 : 3RD DISTRICT				
No.	Name of LGU	No. of Nutri-Biscuit per LGU	Unit	Schedule of Delivery
1.	BACONG	25,056	pack	Delivery point will be at the LSWD Office on September 9, 2024 and November 11, 2024 , and if date falls on a holiday, delivery will be on the next working day during office hours, between 8:00AM to 4:00PM.
2.	BASAY	28,800	pack	
3.	BAYAWAN CITY	124,344	pack	
4.	DAUIN	19,800	pack	
5.	SIATON	57,600	pack	
6.	STA. CATALINA	71,280	pack	
7.	VALENCIA	28,800	pack	
8.	ZAMBOANGUITA	23,400	pack	
Total Quantity		379,080	pack	

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

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

Section VII. Technical Specifications

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

NEGROS ORIENTAL PROVINCE			
LOT 1: 1ST DISTRICT			
Item No.	Specification	Shelf Life from Delivery Date	Statement of Compliance
1.	NUTRI-BISCUIT , chocolate flavor, ready-to-eat nutritious snack, packed individually with no cuts and holes; has label and must indicate the manufacturing and expiration dates; Product has FDA registration certificate; and manufacturer must have FDA LTO and DOST-FNRI adapter certification; at least 60 grams per pack	At least 6 months from the manufacturing date	
Additional Specifications:			Statement of Compliance
a.	All food items must be in good quality, no abnormal discoloration, no foul-smelling odor and molds; packaging of items is free from holes, tears and foreign objects; and safe and suitable for human consumption.		
b.	All food items must be delivered completely at the designated delivery point as scheduled. To avoid shortage, supplier must bring extra quantity (buffer) of the food item.		
c.	Defective or spoiled items must be replaced by the supplier on the same day.		
d.	Prices are inclusive of the following:		
	d.1 Packaging Materials: The product should be packaged in a thick and durable plastic, with consideration of transportation. The final product should be with proper labeling (including nutrition facts, manufacturing and expiration dates); and should indicate that product is for “ DSWD FO 7 – SFP ” or labeled “ Not For Sale ”.		
	d.2 Final Packaging: During delivery, the product is placed in a clean and sealed, durable carton box (with consideration of transportation and handling), labeled with “ DSWD FO VII – SFP ”.		
	d.3 Delivery: Delivery point will be at LSWD Office on September 10, 2024 and November 12, 2024 , and if date falls on a holiday, delivery will be on the next working day during office hours, between 8:00AM to 4:00PM.		
e.	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.		
f.	The winning supplier should provide extra/additional personnel during the delivery and for the unloading of goods.		
g.	The winning supplier must fully comply with the required specifications and quantity of food item to be delivered on the scheduled date. Food item not following the specifications will not be accepted.		

h.	In the event that the winning SUPPLIER is a distributor and not the manufacturer, the supplier should have a document (MOA/Contract or a like) with the manufacturer authorizing distribution of the product.	
i.	Participating bidder must attach at least two (2) Certificates of Very Satisfactory Performance from any LGUs / Offices and at least one (1) Very Satisfactory Performance Evaluation from SFP Focal Person for service providers previously engaged with the program within the last three (3) years. Provided however, the participating bidder must not have a dissatisfactory performance within the last three (3) years from any procuring entity.	
j.	Mode of payment: Monthly, every after submission of complete and correct sales documents (Delivery Receipt and Sales / Charge Invoice) by the Service Provider.	

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” at the **Statement of Compliance** column against each of the individual parameters of each Specification. **Brand** of the offered items must be indicated if applicable.

NEGROS ORIENTAL PROVINCE			
LOT 2 : 2ND DISTRICT			
Item No.	Specification	Shelf Life from Delivery Date	Statement of Compliance
1.	NUTRI-BISCUIT , chocolate flavor, ready-to-eat nutritious snack, packed individually with no cuts and holes; has label and must indicate the manufacturing and expiration dates; Product has FDA registration certificate; and manufacturer must have FDA LTO and DOST-FNRI adapter certification; at least 60 grams per pack	At least 6 months from the manufacturing date	
Additional Specifications:			Statement of Compliance
a.	All food items must be in good quality, no abnormal discoloration, no foul-smelling odor and molds; packaging of items is free from holes, tears and foreign objects; and safe and suitable for human consumption.		
b.	All food items must be delivered completely at the designated delivery point as scheduled. To avoid shortage, supplier must bring extra quantity (buffer) of the food item.		
c.	Defective or spoiled items must be replaced by the supplier on the same day.		
d.	Prices are inclusive of the following:		
	d.1 Packaging Materials: The product should be packaged in a thick and durable plastic, with consideration of transportation. The final product should be with proper labeling (including nutrition facts, manufacturing and expiration dates); and should indicate that product is for “ DSWD FO 7 – SFP ” or labeled “ Not For Sale ”.		
	d.2 Final Packaging: During delivery, the product is placed in a clean and sealed, durable carton box (with consideration of transportation and handling), labeled with “ DSWD FO VII – SFP ”.		
	d.3 Delivery: Delivery point will be at LSWD Office on September 9, 2024 and November 11, 2024 , and if date falls on a holiday, delivery will be on the next working day during office hours, between 8:00AM to 4:00PM.		
e.	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.		
f.	The winning supplier should provide extra/additional personnel during the delivery and for the unloading of goods.		
g.	The winning supplier must fully comply with the required specifications and quantity of food item to be delivered on the scheduled date. Food item not following the specifications will not be accepted.		

h.	In the event that the winning SUPPLIER is a distributor and not the manufacturer, the supplier should have a document (MOA/Contract or a like) with the manufacturer authorizing distribution of the product.	
i.	Participating bidder must attach at least two (2) Certificates of Very Satisfactory Performance from any LGUs / Offices and at least one (1) Very Satisfactory Performance Evaluation from SFP Focal Person for service providers previously engaged with the program within the last three (3) years. Provided however, the participating bidder must not have a dissatisfactory performance within the last three (3) years from any procuring entity.	
j.	Mode of payment: Monthly, every after submission of complete and correct sales documents (Delivery Receipt and Sales / Charge Invoice) by the Service Provider.	

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” at the **Statement of Compliance** column against each of the individual parameters of each Specification. **Brand** of the offered items must be indicated if applicable.

NEGROS ORIENTAL PROVINCE			
LOT 3 : 3RD DISTRICT			
Item No.	Specification	Shelf Life from Delivery Date	Statement of Compliance
1.	NUTRI-BISCUIT , chocolate flavor, ready-to-eat nutritious snack, packed individually with no cuts and holes; has label and must indicate the manufacturing and expiration dates; Product has FDA registration certificate; and manufacturer must have FDA LTO and DOST-FNRI adapter certification; at least 60 grams per pack	At least 6 months from the manufacturing date	
Additional Specifications:			Statement of Compliance
a.	All food items must be in good quality, no abnormal discoloration, no foul-smelling odor and molds; packaging of items is free from holes, tears and foreign objects; and safe and suitable for human consumption.		
b.	All food items must be delivered completely at the designated delivery point as scheduled. To avoid shortage, supplier must bring extra quantity (buffer) of the food item.		
c.	Defective or spoiled items must be replaced by the supplier on the same day.		
d.	Prices are inclusive of the following:		
	d.1 Packaging Materials: The product should be packaged in a thick and durable plastic, with consideration of transportation. The final product should be with proper labeling (including nutrition facts, manufacturing and expiration dates); and should indicate that product is for “ DSWD FO 7 – SFP ” or labeled “ Not For Sale ”.		
	d.2 Final Packaging: During delivery, the product is placed in a clean and sealed, durable carton box (with consideration of transportation and handling), labeled with “ DSWD FO VII – SFP ”.		
	d.3 Delivery: Delivery point will be at LSWD Office on September 9, 2024 and November 11, 2024 , and if date falls on a holiday, delivery will be on the next working day during office hours, between 8:00AM to 4:00PM.		
e.	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.		
f.	The winning supplier should provide extra/additional personnel during the delivery and for the unloading of goods.		
g.	The winning supplier must fully comply with the required specifications and quantity of food item to be delivered on the scheduled date. Food item not following the specifications will not be accepted.		

h.	In the event that the winning SUPPLIER is a distributor and not the manufacturer, the supplier should have a document (MOA/Contract or a like) with the manufacturer authorizing distribution of the product.	
i.	Participating bidder must attach at least two (2) Certificates of Very Satisfactory Performance from any LGUs / Offices and at least one (1) Very Satisfactory Performance Evaluation from SFP Focal Person for service providers previously engaged with the program within the last three (3) years. Provided however, the participating bidder must not have a dissatisfactory performance within the last three (3) years from any procuring entity.	
j.	Mode of payment: Monthly, every after submission of complete and correct sales documents (Delivery Receipt and Sales / Charge Invoice) by the Service Provider.	

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

Name of Company/Bidder

Bidder's Signature over Printed Name

Date: _____

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

Business Name : _____

Business Address : _____

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

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

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

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

Business Name : _____

Business Address : _____

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

NOTE: This statement shall be supported with:

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: ITB No. DSWD7-PB-2024-34 (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-2024-34
(Lot No. 1 – 1st 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 Nutri-Biscuits for Supplementary Feeding Program for CY 2024 in Negros Oriental Province* 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-2024-34**
(Lot No. 2 – 2nd 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 Nutri-Biscuits for Supplementary Feeding Program for CY 2024 in Negros Oriental Province*** 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-2024-34**
(Lot No. 3 – 3rd 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 Nutri-Biscuits for Supplementary Feeding Program for CY 2024 in Negros Oriental Province*** 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-2024-34
Lot 1 – 1st District

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 price per trip per destination from the point of origin:

NEGROS ORIENTAL PROVINCE					
Item No.	Items/Descriptions	Total Qty.	Unit	Unit Cost	Total Price
LOT 1 – 1ST DISTRICT					
1.	Nutri-Biscuit	608,220	pack		
BID PRICE (IN FIGURES)					

BID PRICE (IN WORDS) _____

Note: The above quoted prices are inclusive of VAT 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-2024-34
Lot 2 – 2nd District

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 price per trip per destination from the point of origin:

NEGROS ORIENTAL PROVINCE					
Item No.	Items/Descriptions	Total Qty.	Unit	Unit Cost	Total Price
LOT 2 – 2ND DISTRICT					
1.	Nutri-Biscuit	389,196	pack		
BID PRICE (IN FIGURES)					

BID PRICE (IN WORDS) _____

Note: The above quoted prices are inclusive of VAT 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-2024-34
Lot 3 – 3rd District

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 price per trip per destination from the point of origin:

NEGROS ORIENTAL PROVINCE					
Item No.	Items/Descriptions	Total Qty.	Unit	Unit Cost	Total Price
LOT 3 – 3RD DISTRICT					
1.	Nutri-Biscuit	379,080	pack		
BID PRICE (IN FIGURES)					

BID PRICE (IN WORDS) _____

Note: The above quoted prices are inclusive of VAT 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-2024-34 (Lot 1 : 1st 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-2024-34 (Lot 2 : 2nd 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-2024-34 (Lot 3 : 3rd 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) 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

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

Lot No.	2% of ABC	5% of ABC
1	Php 182,466.00	Php 456,165.00
2	Php 116,758.80	Php 291,897.00
3	Php 113,724.00	Php 284,310.00

or

- 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; **and**

(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 **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.

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 Price Schedule(s)

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

(l) [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:
