

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

**Purchase and Delivery of Pre-packed Family Food Packs
Through Framework Agreement for CY2024**

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

INVITATION TO BID FOR ***Purchase and Delivery of Pre-packed Family Food Packs Through*** ***Framework Agreement for CY2024***

ITB 2024-DSWD-CAR-34

1. The ***Department of Social Welfare and Development – Cordillera Administrative Region***, using a *single-year* Framework Agreement, through the Quick Response Fund 2024 intends to apply the sum of Forty-Nine Million Four Hundred Twenty Eight Thousand Five Hundred Pesos (PhP 49, 428, 500.00) *being the ABC to payments under the contract for each item. Bids received in excess of the total cost per item shall be automatically rejected.*
2. The ***Department of Social Welfare and Development – Cordillera Administrative Region*** now invites bids for ***Purchase and Delivery of Pre-packed Family Food Packs Through Framework Agreement for CY2024.*** Delivery of the Goods is required ***within as scheduled indicated on the call off.*** Bidders should have completed, within *two (2) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from ***Department of Social Welfare and Development – Cordillera Administrative Region*** and inspect the Bidding Documents at the address given below during ***8:00 AM to 5:00 PM, Monday to Friday.***
5. A complete set of Bidding Documents may be acquired by interested Bidders ***on 08 October 2024 to 1:00 PM (PST) of 28 October 2024*** from the given address and website below and *upon payment of the applicable fee for the Bidding Documents at the Cash Section, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos (PhP 25,000.00).*

The Procuring Entity allows payment of the bidding documents through Bank-to Bank transaction. However, the Official Receipt shall only be issued by the Cash Section to the Bidder upon receipt of one (1) original copy of the deposit or other proof of payment¹ reflecting the following bank details:

Account Number: 0222-0218-63

Account Name : DSWD FO CAR (MISC TRUST ACCNT)

Name of the Bank: LANDBANK – Baguio Branch

6. The *Department of Social Welfare and Development – Cordillera Administrative Region* will hold a Pre-Bid Conference² on **10:00 AM (PST) of 15 October 2024** at **DSWD-CAR Premises and/or via Video Teleconference or Google Meet with meeting ID/Link as meet.google.com/bsx-qidp-bmp** which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat at the office address indicated below on or before **01:00 PM (PST) of 28 October 2024**. Late bids shall not be accepted.

The procuring entity allows submission through courier provided that the bid envelope will be received on or before the deadline of bid submission.

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 **02:30 PM (PST) of 28 October 2024** at the given address below **DSWD-CAR Premises and/or via Video Teleconference or Google Meet with meeting ID/Link meet.google.com/bkp-sbqi-hmg**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The *Department of Social Welfare and Development – Cordillera Administrative Region* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

BAC SECRETARIAT

Procurement Section, DSWD-CAR

40 North Drive, Baguio City

bacsec.car@dswd.gov.ph

(074) 661-0430 Local 25025

Mobile Number: 09695729176

12. You may visit the following website for downloading of Bidding Documents:

<https://car.dswd.gov.ph/downloads/procurement/procurement-opportunities>

SGD.

RINA CLAIRE L. REYES

BAC Chairperson

¹ Proof of payment includes screenshot of bank-to-bank fund transfer reflecting the accurate bidding documents fee paid, the correct details of DSWD Bank Account and Transaction Reference Number

² May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development - Cordillera Administrative Region** wishes to receive Bids for the *Purchase and Delivery of Pre-packed Family Food Packs Through Framework Agreement for CY2024* under a Single-Year Framework Agreement with identification number ITB 2024-DSWD-CAR-34.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, 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 Quick Response Fund in the amount of **Forty-Nine Million Four Hundred Twenty Eight Thousand Five Hundred Pesos(PhP 49, 428, 500.00)**.

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address ***DSWD-CAR Premises and/or via Video Teleconference*** and/or through videoconferencing/Google Meet with the link **meet.google.com/bsx-qidp-bmp**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. **The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within two (2) 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 2016 revised IRR of RA No. 9184.
- 11.3. **Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.**
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *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 destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

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 made in:
- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 for **120 calendar days**. 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.

15. Sealing and Marking of Bids

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

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

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

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

¹ 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.

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

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 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 purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. 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. }

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

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause							
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Purchase and Delivery of Food Supplies/Grocery Items and/or Pre-Packed Food Supplies</p> <p style="margin-left: 40px;">b. completed within two (2) 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 Cordillera Administrative Region, La Union, Cagayan, Pampanga, NCR 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 style="margin-left: 40px;">a. The amount of not less than two percent (2%) of ABC or Php 988,570.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than five percent (5%) of ABC or Php 2,471,425.00 if bid security is in Surety Bond.</p>						
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: center;">Lot No.</th> <th style="width: 50%; text-align: center;">Project Title</th> <th style="width: 40%; text-align: center;">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Purchase and Delivery of Pre-packed Family Food Packs Through Framework Agreement for CY2024</td> <td style="text-align: center;">Php 49,428,500.00</td> </tr> </tbody> </table>	Lot No.	Project Title	Approved Budget for the Contract	1	Purchase and Delivery of Pre-packed Family Food Packs Through Framework Agreement for CY2024	Php 49,428,500.00
Lot No.	Project Title	Approved Budget for the Contract					
1	Purchase and Delivery of Pre-packed Family Food Packs Through Framework Agreement for CY2024	Php 49,428,500.00					
20.2	<p>In support to the Statement of All Ongoing Government and Private Contracts the following documents shall be submitted as part of the post qualification requirement:</p> <p>1. Notice of Award and/or Notice to Execute Framework Agreement, and/or Contract/Purchase Order / Call-off</p> <p>2. Notice to Proceed (for government transactions only under Public Bidding)</p> <p>In support to the Statement of Single Largest Completed Contracts (SLCC) the following documents shall be submitted as part of the post qualification requirement:</p>						

	<p>1. Statement of Single Largest Completed Contracts (SLCC) shall be supported with End-user's Acceptance or Official Receipts or Sales Invoice</p> <p>2. In case a Collection Receipt is available in lieu of Official Receipt, such should be supported with the necessary invoice receipt like Charge Invoice.</p>
21.2	<i>Not Applicable</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
	<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 Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are to be delivered in the respective delivery site specified under Section VI Schedule of Requirements. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</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 Contract; and
	<ol style="list-style-type: none"> 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. f. <i>[Specify additional incidental service requirements, as needed.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p>

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

Select appropriate requirements and delete the rest.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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.

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</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 design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The terms of payment shall be made upon completion of delivery per Call-off, subject to the submission and/or completion of the required documents for payments:</p> <ul style="list-style-type: none"> i. Duly signed and approved Call-offs and/or Purchase Order; ii BIR VAT Registered Supplier’s Invoice issued to DSWD; i. Supplier’s Delivery Receipt duly received/signed by DSWD Authorized Representative at the delivery sites/places; ii. Inspection and Acceptance Report; and iii. Other Documents that may be identified by DSWD.
4	<p>The inspections and tests that will be conducted are the DSWD RROS Staff for Quality Management and/or DSWD-CAR Inspection Committee and/or Disaster Focals in SWAD Offices shall inspect the products upon delivery to any DSWD designated delivery places. DSWD reserves the right to inspect or test the goods and accept or reject any or all items delivered not in accordance with the specifications indicated in the Section VII (Technical Specifications) and the Framework Agreement List</p>

Section VI. Schedule of Requirements

Purchase and Delivery of Pre-packed Family Food Packs Through Framework Agreement for CY2024

FRAMEWORK AGREEMENT LIST			
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE- CORDILLERA ADMINISTRATIVE REGION			
Item Type and Nature of Each Item	Cost Per Item	Maximum Quantity	Total Cost Per Item
I Pre-Packed Family Food Packs <i>Components:</i> <ul style="list-style-type: none"> • Vacuum Pack Rice (2 x 3kgs) • Canned Corned Beef (4 tins) • Canned Sardines (2 tins) • Canned Tuna (4 tins) • Instant Coffee (5 sachets) • Instant Choco Malt Drink (5 sachets) • Regular Slotted Cartoon (Packaging-1 piece) 	1,182.50	41, 800.00 Pre-Packed Family Food Packs	PhP 49, 428 , 500.00
TOTAL <i>(Approved Budget for the Contract)</i>	Forty-Nine Million Four Hundred Twenty Eight Thousand Five Hundred Pesos (PhP 49, 428, 500.00)		
Expected delivery timeframe after receipt of a Call-Off.	The delivery shall commence/start as provided in the Call Offs or <u>within a maximum of ten (10) calendar days</u> upon issuance of the Call Offs. Should the DSWD-CAR/ procuring entity require a maximum quantity, different delivery time will be provided in the Call Offs, in which case, the period stated in the latter shall prevail.		
MINIMUM ORDER PER CALL-OFF	1,000 Pre-Packed Family Food Packs		
Delivery Site :	Delivery site shall be at the DSWD CAR Regional or Satellite warehouses within Cordillera Administrative Region or any point in Luzon through land transportation whenever necessary which shall be indicated in the Call Off.		

LIST OF POSSIBLE DELIVERY SITES	
DELIVERY SITE	ADDRESS
DSWD-CAR Regional Warehouse	SN Oriental Building, Puguis, La Trinidad, Benguet
Apayao Satellite Warehouse	CJRAM Building, Luna, Apayao
Abra Satellite Warehouse	IVB Space Rental, Bangued, Abra
Ifugao Satellite Warehouse	BAB Commercial Building, Yakal St. Poblacion East, Lagawe Ifugao
Mt. Province Satellite Warehouse	Fangka Building, Bontoc Mt. Province
Kalinga Warehouse	Capitol Hill Bulanao Centro, Tabuk City, Kalinga
Region 1	DSWD FO1 Regional Warehouse B, Biday, City of San Fernando, La Union
Region II	DSWD Field Office, Regional Government Center, Carig, Tuguegarao City
Region III	DMGC, Maimpis, City of San Fernando, Pampanga NROC warehouse, Global Aseana Business Park 2, San Simon, Pampanga
NCR	NROC , Chapel Rd, Pasay, City

Note: For the complete details and technical specifications of the above items, please refer to Section VII: Technical Specifications

Name: _____

Legal Capacity: _____

Signature: _____

Duly Authorized to sign the bid for and behalf of: _____

Date: _____

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

³[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.]

Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance ³
1	41,800.00 Pre-Packed Family Food Packs	<p>PRE-PACKED FAMILY FOOD PACKS</p> <p>COMPONENTS:</p> <p>A. VACUUM-PACKED RICE</p> <p>a.Type:</p> <ul style="list-style-type: none"> ➤ Vacuum-packed Rice <p>b. Weight:</p> <ul style="list-style-type: none"> ➤ 2 packs x 3 kgs of rice <p>c. Packaging:</p> <ul style="list-style-type: none"> ➤ Vacuum Plastic Bag <p>d. Specifications:</p> <ul style="list-style-type: none"> ➤ Must be white in color, medium grain, and regular to well-milled with approximately 75% whole grain and 25% broken rice. ➤ Shall be free from objectionable and foreign odors, insects, pests and other contaminants. <p><u>PACKAGING:</u></p> <ul style="list-style-type: none"> • Type: Vacuum Rice Bag <ul style="list-style-type: none"> ➤ Materials: Nylon/ Polyethylene ➤ Size: 14" L x 11" W (+/-5% variance) ➤ Seaming: Side and Bottom Seam: 10mm (+/- 2% variance) ➤ Thickness: 150 microns (+/-5% variance) ➤ Markings: With DSWD Logo Markings 	

Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance ³
		<i>(Please see attached Illustration A for the required markings of the Vacuum Rice Bag)</i>	
		<p>B. CANNED CORNED BEEF</p> <p>a. Type:</p> <ul style="list-style-type: none"> ➤ Canned Corned Beef, plain, (not guisado/not chunky/ not Karne Norte), Non-Easy Open Can (easy open if non-easy open tin can is limited or not available in the market) <p>b. Weight:</p> <ul style="list-style-type: none"> ➤ at least 150 grams <p>c. Label/Marking Requirements:</p> <ul style="list-style-type: none"> ➤ Certified HALAL to be printed on the product label ➤ Nutritional Information: With nutritional information on 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." ➤ Expiration Date: to be printed on the product label <p>d. Packaging</p> <ul style="list-style-type: none"> ➤ Tin Can Configuration: at least two (2) piece ➤ Can Thickness (at least) Top End: 0.14mm Bottom: 0.14mm Body: 0.14 mm ➤ No of Beads: minimum of 10 beads <p>e. Shelf Life</p> <ul style="list-style-type: none"> ➤ Must have a shelf life of not less than two (2) years from the date of delivery <p>f. No. of Years in the Market:</p> <ul style="list-style-type: none"> ➤ The product must be existing in the Philippine Market for at least five (5) years upon submission of bids. <p>g.Quantity/FFP: four (4) tins</p>	
		<p>C.CANNED SARDINES</p> <p>a. Type:</p> <ul style="list-style-type: none"> ➤ Canned Sardines, In Tomato Sauce, Not Spicy, Non-Easy Open Can (easy open if non-easy open tin can is limited or not available in the market) 	

Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance ³
		<p>b. Weight:</p> <ul style="list-style-type: none"> ➤ at least 155 grams ● At least 3-4 pieces of sardines or equivalent ● Note: Aggregate (total) length pieces of sardines must not be less than the minimum requirements 7.5 inches. <p>c. Label/Marking Requirements:</p> <ul style="list-style-type: none"> ➤ Certified HALAL to be printed on the product label ➤ Nutritional Information: With nutritional information on 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." ➤ Expiration Date: to be printed on the product label <p>d.Packaging</p> <ul style="list-style-type: none"> ➤ Tin Can Configuration: at least two (2) piece ➤ Can Thickness (at least) Top End: 0.14mm Bottom: 0.14mm Body: 0.14 mm ➤ No of Beads: minimum of 10 beads <p>e. Shelf Life :</p> <ul style="list-style-type: none"> ➤ Must have a shelf life of not less than two (2) years from the date of delivery <p>f. No of Years in the Market:</p> <ul style="list-style-type: none"> ➤ The product must be existing in the Philippine Market for at least five (5) years upon submission of bids. <p>g.Quantity/FFP: two(2) tins</p>	
		<p>D.CANNED TUNA</p> <p>a. Type</p> <ul style="list-style-type: none"> ➤ Canned Tuna, flakes in oil, not Spicy, in non-easy/open can (easy open if non-easy open tin can is limited or not available in the market) <p>b. Weights</p> <ul style="list-style-type: none"> ➤ Total net weight: at least 155 grams <ul style="list-style-type: none"> ➤ Meat weight: 50 % (-10% variance) and above of the total net weight ➤ Brine weight: 50% (+10% variance) and below of the total net weight <p>c. Label/Marking Requirements:</p> <ul style="list-style-type: none"> ➤ Certified HALAL to be printed on the product label 	

Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance ³
		<ul style="list-style-type: none"> ➤ Nutritional Information: With nutritional information on 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." ➤ Expiration Date: to be printed on the product label <p>d. Packaging</p> <ul style="list-style-type: none"> ➤ Tin Can Configuration: at least two (2) piece ➤ Can Thickness (at least) Top End: 0.14mm Bottom: 0.14mm Body: 0.14 mm ➤ No of Beads: minimum of 10 beads <p>e. Shelf Life</p> <ul style="list-style-type: none"> ➤ Must have a shelf life of not less than two (2) years from the date of delivery. <p>f. No. of Years in the Market:</p> <ul style="list-style-type: none"> ➤ The product must be existing in the Philippine Market for at least five (5) years upon submission of bids. <p>g. Other Descriptions:</p> <p>COLOR AND APPEARANCE:</p> <ul style="list-style-type: none"> ➤ Tuna Flakes: Pinkish Brown to Light Brown Tuna Flakes ➤ Oil: Clear to light Brown Oil <p>TASTE:</p> <ul style="list-style-type: none"> ➤ No distinctly sour/bitter/pungent taste ➤ No rancid or distinctly bad taste of decomposing oil or fats <p>ODOR:</p> <ul style="list-style-type: none"> ➤ Free from bad, putrid (having an odor of decaying fish) and strong fishy (malansa) smell ➤ No rancid odor or distinctly bad smell of decomposing oil or fats <p>h.Quantity/FFP: four (4) tin</p>	
		<p>E. INSTANT COFFEE</p> <p>a. Type:</p> <ul style="list-style-type: none"> ➤ Instant Coffee Mix,3 in 1 Mix (Coffee, Sugar and Creamer) <p>b. Weight:</p> <ul style="list-style-type: none"> ➤ at least 20 grams 	

Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance ³
		<p>c. Label/Marking Requirements:</p> <ul style="list-style-type: none"> ➤ Certified HALAL to be printed on the product label ➤ Nutritional Information: With nutritional information on 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." ➤ Expiration Date: to be printed on the product label <p>d. Packaging:</p> <ul style="list-style-type: none"> ➤ In single sachet <p>e. Shelf Life</p> <ul style="list-style-type: none"> ➤ Must have a shelf life of not less than one (1) year from the date of delivery. <p>g. No. of Years in the Market:</p> <ul style="list-style-type: none"> ➤ The product must be existing in the Philippine Market for at least five (5) years upon submission of bids. <p>h. Other Descriptions:</p> <ul style="list-style-type: none"> ➤ Not Strong ➤ Not Black <p>i.Quantity/FFP: five (5) sachet</p>	
		<p>F.INSTANT CHOCO MALT DRINK</p> <p>a. Type:</p> <ul style="list-style-type: none"> ➤ Powdered Choco Malt Drink <p>b. Weight:</p> <ul style="list-style-type: none"> ➤ at least 20 grams <p>c. Label/Marking Requirements:</p> <ul style="list-style-type: none"> ➤ Certified HALAL to be printed on the product label ➤ Nutritional Information: With nutritional information on 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." ➤ Expiration Date: to be printed on the product label <p>d. Packaging:</p> <ul style="list-style-type: none"> ➤ In single sachet 	

Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance ³																										
		<p>e. Shelf Life</p> <ul style="list-style-type: none"> ➤ Must have a shelf life of not less than nine (9) months from the date of delivery. <p>g. No. of Years in the Market:</p> <ul style="list-style-type: none"> ➤ The product must be existing in the Philippine Market for at least three (3) years upon submission of bids. <p>h. Quantity/FFP: five (5) sachet</p>																											
		<p>REGULAR SLOTTED CARTON (RSC) (PACKAGING)</p> <table border="1" data-bbox="523 741 1038 1995"> <tr> <td>Type</td> <td>Regular Slotted Carton (RSC)</td> </tr> <tr> <td>UOM</td> <td>1 piece</td> </tr> <tr> <td>Material</td> <td>Kraftliner Board</td> </tr> <tr> <td>Outside Dimension</td> <td>395 mm L x 295 mm W x 130 mm H (+/- 5% variance)</td> </tr> <tr> <td>Thickness</td> <td>7 mm (+/- 5% variance)</td> </tr> <tr> <td>Flute</td> <td>B and C</td> </tr> <tr> <td>Walling</td> <td>Double</td> </tr> <tr> <td>Scoring</td> <td>Double</td> </tr> <tr> <td>Flap</td> <td>5 mm (+/-5% variance)</td> </tr> <tr> <td>Wax</td> <td>Waxed inside and unwaxed outside</td> </tr> <tr> <td>Burst</td> <td>At least 140 PSI Should withstand a minimum of 10 layers stacking high together with FFP components (9kg)</td> </tr> <tr> <td>Markings</td> <td>Must include DSWD markings "RSC production date" should be indicated on the longer bottom flap.</td> </tr> <tr> <td>Other Description</td> <td>Supplier to stamp expiration date (expiration of the earliest to expired FFPs components) to the box using date stamp <ul style="list-style-type: none"> • Stamp Font Size: 5mm to 10mm • Format: Month, Year • Stamp Pad Ink Color: Black or Blue </td> </tr> </table>	Type	Regular Slotted Carton (RSC)	UOM	1 piece	Material	Kraftliner Board	Outside Dimension	395 mm L x 295 mm W x 130 mm H (+/- 5% variance)	Thickness	7 mm (+/- 5% variance)	Flute	B and C	Walling	Double	Scoring	Double	Flap	5 mm (+/-5% variance)	Wax	Waxed inside and unwaxed outside	Burst	At least 140 PSI Should withstand a minimum of 10 layers stacking high together with FFP components (9kg)	Markings	Must include DSWD markings "RSC production date" should be indicated on the longer bottom flap.	Other Description	Supplier to stamp expiration date (expiration of the earliest to expired FFPs components) to the box using date stamp <ul style="list-style-type: none"> • Stamp Font Size: 5mm to 10mm • Format: Month, Year • Stamp Pad Ink Color: Black or Blue 	
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Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance ³																
		<p><i>(Please see attached Illustration B for the required markings of the Regular Slotted Carton)</i></p> <p>PACKAGING TAPE:</p> <table border="1" data-bbox="523 546 1062 1128"> <tr> <td data-bbox="523 546 748 607">Type</td> <td data-bbox="748 546 1062 607">Packaging Tape, 2-inch width, with DSWD Logo</td> </tr> <tr> <td data-bbox="523 607 748 667">Unit of Measurement</td> <td data-bbox="748 607 1062 667">Roll</td> </tr> <tr> <td data-bbox="523 667 748 728">Width</td> <td data-bbox="748 667 1062 728">48 mm (-/+ 5% variance)</td> </tr> <tr> <td data-bbox="523 728 748 788">Length</td> <td data-bbox="748 728 1062 788">100 m (-/+ 5% variance)</td> </tr> <tr> <td data-bbox="523 788 748 848">Thickness</td> <td data-bbox="748 788 1062 848">50 microns (-/+ 2% variance)</td> </tr> <tr> <td data-bbox="523 848 748 909">Core Inside Diameter</td> <td data-bbox="748 848 1062 909">76 mm (-/+ 2% variance)</td> </tr> <tr> <td data-bbox="523 909 748 969">Color</td> <td data-bbox="748 909 1062 969">Transparent</td> </tr> <tr> <td data-bbox="523 969 748 1128">Other Description</td> <td data-bbox="748 969 1062 1128"> <ul style="list-style-type: none"> • Industrial grade tape • With strong adhesive </td> </tr> </table> <p><i>(Please see attached Illustration C for the required markings of the Packaging Tape.)</i></p>	Type	Packaging Tape, 2-inch width, with DSWD Logo	Unit of Measurement	Roll	Width	48 mm (-/+ 5% variance)	Length	100 m (-/+ 5% variance)	Thickness	50 microns (-/+ 2% variance)	Core Inside Diameter	76 mm (-/+ 2% variance)	Color	Transparent	Other Description	<ul style="list-style-type: none"> • Industrial grade tape • With strong adhesive 	
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NOTES:

For the purpose of bid evaluation, the required evidence as reference to the statement of compliance shall be in the form of brand and/or technical specifications of the offered item.

Specification	Statement of Compliance
CANNED CORNED BEEF	<p>Comply</p> <p>Main Brand: brand x</p> <p>Alternative Brand: brand x</p>

TERMS AND CONDITIONS

	Terms and Conditions	Statement of Compliance								
1	The bidder can comply with the attached Schedule of Requirements.									
2	<p>The bidder must present a certificate of product HALAL Certification from authorized office to issue HALAL certifications on the items (<i>Canned Tuna, Canned Sardines, Canned Corned Beef, Instant Coffee and Instant Choco Malt Drink</i>) being procured.</p> <p><i>The certificate must be presented during the post-qualification stage.</i></p>									
3	<p>The bidder must present a copy of the latest Food and Drug Administration (FDA) Certificate of Product Registration showing issuance and expiry date of items (<i>Canned Tuna, Canned Sardines, Canned Corned Beef, Instant Coffee and Instant Choco Malt Drink</i>) being procured.</p> <p><i>The certificate must be presented during the post-qualification stage.</i></p>									
4	<p>The bidder must also present a certification from the manufacturer that the product being procured has been in the Philippine Market within the following period:</p> <table border="1" data-bbox="292 1189 920 1364" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Item</th> <th style="text-align: center;">Period</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Canned Goods</td> <td style="text-align: center;">5 years</td> </tr> <tr> <td style="text-align: center;">Instant Coffee</td> <td style="text-align: center;">5 years</td> </tr> <tr> <td style="text-align: center;">Instant Choco Malt Drink</td> <td style="text-align: center;">3 years</td> </tr> </tbody> </table> <p><i>The certification must be presented during the post-qualification stage.</i></p>	Item	Period	Canned Goods	5 years	Instant Coffee	5 years	Instant Choco Malt Drink	3 years	
Item	Period									
Canned Goods	5 years									
Instant Coffee	5 years									
Instant Choco Malt Drink	3 years									
5	For Canned Goods (Canned Tuna, Canned Corned Beef and Canned Sardines) the bidder must present a Tin Can Analysis from Department of Science and Technology (DOST) as applicable or a certification from any DOST accredited facilities conducting tin analysis, during the post qualification stage.									
6	<p>The bidder must present a Burst Strength Test Report from DOST-ITDI or any accredited laboratory conducting Burst Strength Test for Regular Slotted Carton.</p> <p><i>Certificate must be presented during the post qualification stage.</i></p>									

7	<p>The winning bidder to stamp expiration date (expiration of the earliest to expired FFPS components) to the box using date stamp</p> <ul style="list-style-type: none"> • Stamp Font Size: 5mm to 10mm • Format: Month, Year • Stamp Pad Ink Color: Black or blue 	
8	<p>The expiration dates must be printed on the product packaging based on Philippine Standard Certification Mark (manufacturer).</p>	
9	<p>Warranty of Vacuum-Packed Rice: 3 months from the date of delivery</p> <p>Warranty of Canned Goods, Instant Coffee and Instant Choco Malt Drink: Six (6) months warranty from the date of delivery.</p> <p>Replacement of Goods with dented/damaged components must be delivered within five (5) working days upon receipt of written notification within the six (6) months warranty period.</p>	
10	<p>The prospective suppliers are required to submit the following documents during the post-qualification stage to further asses their capacity:</p> <ul style="list-style-type: none"> • Organizational Structure including its production team; • Proposed Production Process and Lay-out • Warehouse Location and Lay-out and • List of Equipment to be used in the Repacking of Family Food Packs 	
11	<p>Following are the requirements of Food Packs in order to determine whether the bidder is able to acquire the product from the manufacturer or trader without prejudice to the volume of the order of DSWD-CAR to wit:</p> <p>1. If the prospective supplier is a MANUFACTURER, it must submit any of the following:</p> <ul style="list-style-type: none"> • SEC Certificate • DTI Registration • OR any equivalent documents issued by appropriate government institutions certifying that the prospective supplier is the manufacturer of the item/product being offered. <p>2. If the prospective supplier is a DIRECT DISTRIBUTOR FROM THE PRODUCT MANUFACTURER, it must submit any of the following</p> <ul style="list-style-type: none"> • Certification of Distributorship 	

	<ul style="list-style-type: none"> • Memorandum of Agreement with the manufacturer of the item/product offered specifying their partnership/engagement for at least one year from the time of submission of bid; • OR any equivalent document that establishes that the owner or trader of the specific products offered has the authority <p>3 If the prospective supplier is a DEALER FROM ANY LEADING ONE-STOP GROCERY DISTRIBUTION COMPANY/COMMERCIAL CORPORATION TRADER, it must submit any of the following:</p> <ul style="list-style-type: none"> • Certification of Resellership/Dealership • Memorandum of Agreement with any Leading One-Stop Grocery Distribution Company /Commercial Corporation/Trader specifying their partnership /engagement for at least one year from the time of submission of bid; • or any document that assures availability of the product to the bidder for a period of one (1) year. <p><u>The required certificates or its equivalent must be presented during the post-qualification stage.</u></p>	
12	The bidder can comply to the design of vacuum rice bag, regular slotted carton and packaging tape.	
13	The prospective bidder should offer a main brand. The bidders must also submit an alternative brand to be added to the bid proposal to be submitted, in case the main brand is not available or out of stock in the market.	
14	There will be unannounced spot checking during the production of goods by the representatives from DSWD CAR.	
15	The winning bidder must ensure that there is a sufficient manpower during the production pre-packed family food packs.	
16	The bidder must guarantee good quality of delivered goods, otherwise, items deemed reject upon inspection during delivery should be replaced immediately or a buffer of at least two percent (2%) should be ensured upon delivery.	

17	<p>The bidder is willing to deliver the items on the various list of possible Delivery site which shall be indicated in the Call-Off.</p> <table border="1" data-bbox="352 293 863 1827"> <thead> <tr> <th colspan="2" data-bbox="352 293 863 371">LIST OF POSSIBLE DELIVERY SITES</th> </tr> <tr> <th data-bbox="352 371 555 427">Delivery Site</th> <th data-bbox="555 371 863 427">Address</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 427 555 533">DSWD-CAR Regional Warehouse</td> <td data-bbox="555 427 863 533">SN Oriental Building , Puguis, La Trinidad, Benguet</td> </tr> <tr> <td data-bbox="352 533 555 638">Apayao Satellite Warehouse</td> <td data-bbox="555 533 863 638">CJRAM Building , Luna, Apayao</td> </tr> <tr> <td data-bbox="352 638 555 743">Abra Satellite Warehouse</td> <td data-bbox="555 638 863 743">IVB Space Rental, Bangued, Abra</td> </tr> <tr> <td data-bbox="352 743 555 871">Ifugao Satellite Warehouse</td> <td data-bbox="555 743 863 871">BAB Commercial Building , Yakal St. Poblacion East, Lagawe Ifugao</td> </tr> <tr> <td data-bbox="352 871 555 976">Mt. Province Satellite Warehouse</td> <td data-bbox="555 871 863 976">Fangka Building, Bontoc Mt. Province</td> </tr> <tr> <td data-bbox="352 976 555 1081">Kalinga Warehouse</td> <td data-bbox="555 976 863 1081">Capitol Hill Bulanao Centro, Tabuk City, Kalinga</td> </tr> <tr> <td data-bbox="352 1081 555 1245">Region 1</td> <td data-bbox="555 1081 863 1245">DSWD FO1 Regional Warehouse B, Biday, City of San Fernando, La Union</td> </tr> <tr> <td data-bbox="352 1245 555 1411">Region II</td> <td data-bbox="555 1245 863 1411">DSWD Field Office, Regional Government Center, Carig, Tuguegarao City</td> </tr> <tr> <td data-bbox="352 1411 555 1753">Region III</td> <td data-bbox="555 1411 863 1753">DMGC, Maimpis, City of San Fernando, Pampanga NROC warehouse, Global Aseana Business Park 2, San Simon, Pampanga</td> </tr> <tr> <td data-bbox="352 1753 555 1827">NCR</td> <td data-bbox="555 1753 863 1827">NROC , Chapel Rd, Pasay, City</td> </tr> </tbody> </table>	LIST OF POSSIBLE DELIVERY SITES		Delivery Site	Address	DSWD-CAR Regional Warehouse	SN Oriental Building , Puguis, La Trinidad, Benguet	Apayao Satellite Warehouse	CJRAM Building , Luna, Apayao	Abra Satellite Warehouse	IVB Space Rental, Bangued, Abra	Ifugao Satellite Warehouse	BAB Commercial Building , Yakal St. Poblacion East, Lagawe Ifugao	Mt. Province Satellite Warehouse	Fangka Building, Bontoc Mt. Province	Kalinga Warehouse	Capitol Hill Bulanao Centro, Tabuk City, Kalinga	Region 1	DSWD FO1 Regional Warehouse B, Biday, City of San Fernando, La Union	Region II	DSWD Field Office, Regional Government Center, Carig, Tuguegarao City	Region III	DMGC, Maimpis, City of San Fernando, Pampanga NROC warehouse, Global Aseana Business Park 2, San Simon, Pampanga	NCR	NROC , Chapel Rd, Pasay, City	
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18	<p>The delivered goods will be subjected to 5% retention fee and be released after the lapse of warranty period.</p>																									

19	The contract is a Single-Year Framework Agreement commencing from the receipt of Notice to Execute Framework Agreement until <u>31 December 2024</u> or upon consumption of the total quantity for each item, whichever comes first.	
20	This framework agreement permits flexibility at the outset of the agreement for the winning suppliers who are not able to commit to a fixed level of supplying a particular brand presented during the post-qualification. Provided, the nature of modification is due to fortuitous events and the modified brand is responsive to the technical specifications set by the Field Office. Notwithstanding, variations to the provisions of this agreement between the AD-PS Contract Management Unit and the winning suppliers are permitted, subject to Head of the Procuring Entity's (HOPE's) approval.	
21	The procuring entity reserves the right to cancel the contract or reduce the quantity of the goods for any justifiable reasons or for any circumstance beyond the procuring entity's control, i.e. force majeure, fortuitous events, etc.	
22	Payment Term: Payment shall be processed after complete delivery <u>of every call-off</u> subject to the submission and/or completion of the required documents for payments	

Notes:

The requirement of evidence as reference to the statement of compliance is only applicable for the items or goods that are subject for the bidding at hand. Evidence as reference to the compliance with the terms and conditions is not required. However, bidder shall still explicitly provide their statement of compliance with the prescribed "Terms and Conditions". Statement of compliance with the "Terms and Conditions" will be verified during the post-qualification stage.

Example:

Terms and Conditions	Statement of Compliance
The bidder can comply with the Schedule of Requirements.	Comply

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

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 contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, 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 agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; **and**
- (j) Original of duly signed and accomplished Price Schedule(s).

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

- (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



Illustration A: Markings on Vacuum Rice Bags



MARKINGS ON VACUUM RICE BAGS		
	PRINT/SYMBOLS	PRINT/SYMBOL DETAILS
	DSWD LOGO	Print Size: 13 cm L x 3.9 cm (+/- 5% variance) Color: Red, Blue and Yellow as shown
	Bagong Pilipinas Logo	Print Size: 5 cm x 4.8cm Color: Red, Blue and Yellow as shown
	RELIEF SUPPLIES	Font style: Arial bold Font size: 60, centered position Font color: Red
	NOT FOR SALE	Font style: Arial bold Font size: 80, centered position Font color: Red
	WARNING: Repacking of goods from its original DSWD package is a criminal offense under PDRRM Act of 2010, and shall be meted with appropriate charges. (at the front views)	Font style: Arial Font size: 28, centered position Font color: Dark Blue
	Space between the following a. Top opening and DSWD Logo b. Bottom sealed to the Warning last line	a. Size: 8 cm (+/- 5% variance) b. Size: 5 cm (+/- 5% variance)
	Spaces between prints a. DSWD Logo, Relief Supplies, Not for Sale b. Warning and other words as shown up to the bottom line.	a. Size: 3 cm (+/- 5% variance) b. Size: Single Line Spacing
	Other Descriptions	<ul style="list-style-type: none"> Printed using Rotogravure printing⁴ Supplier to submit sample for logo/marking approval

⁴ Rotogravure also called gravure printing, is used in the manufacturing of food and non-food packaging. The rotogravure technique uses inks that are high in intensity and achieve a beautifully glossy quality finish.

Illustration B: Markings on Regular Slotted Carton (RSC)

A. OVERALL VIEW OF RSC



B. PRINTS AND MARKINGS

B.1 FRONT AND BACK VIEWS



Note: Please refer to numbering in the pictures as reference for the print and print details.

FRONT AND BACK VIEWS DETAILS		
No.	PRINT/SYMBOLS	PRINT/SYMBOLS DETAILS
1	DSWD LOGO	Size: 15 cm L X 4 cm H (+/-5% Variance) Color: Red, Yellow and Blue <i>Compliance with the DSWD Branding Guidelines</i>
2	RELIEF SUPPLIES	Font Style: Arial, Bold Font Size: 120, 55% scale, condensed spacing Size/Print Area: 19.5 cm L x 2.5 cm H (+/-5% Variance) Color: Red
3	WARNING: Repacking of goods from its original DSWD package is a criminal offense under PDRRM Act of 2010, and shall be meted with appropriate charges	Font Style: Arial, Bold Font Size: 12, 87% scale Size/Print Area: 27.5 cm L x 0.4 cm H (+/-5% Variance), Single Line Color: Blue
4	BAGONG PILIPINAS LOGO	Size/Print Area: 4.8 cm L x 4.8 cm H (+/-5% Variance) Color: Red, Yellow and Blue
5	NOT FOR SALE SYMBOL	Size/Print Area: 5 cm L x 5.8 cm H (+/-5% Variance) Color: Red
6	Expiration Date: _____	Font Style: Arial, Bold Font Size: 12 Size/Print Area: 6.5 cm L x 0.4 cm H (+/-5% Variance) Color: Red
	Text and Logo Box	Size: 30.8 cm L x 10 cm H (+/-5% Variance) Color: Blue

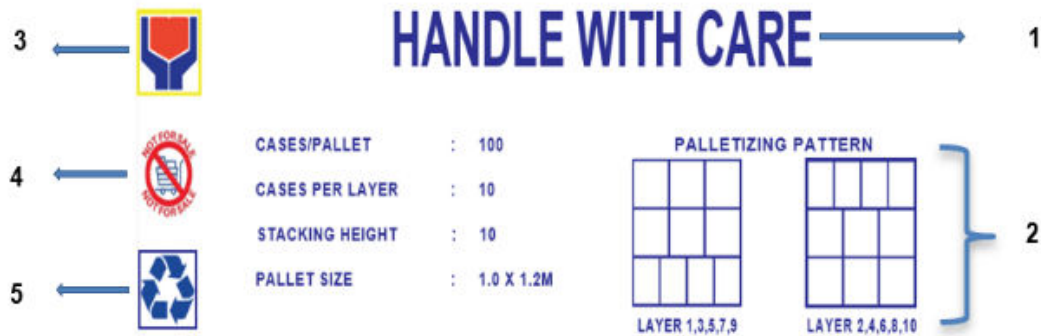
B.2 FLAPS 1



Note: Please refer to numbering in the pictures as reference for the print and print details

FLAP 1 DETAILS		
	PRINT/SYMBOLS	PRINT/SYMBOL DETAILS
1	RELIEF SUPPLIES	Font Style: Arial, Bold Font Size: 74, 84% scale Size: 19 cm L x 1.9 cm H (+/-2% Variance) Single Line, Bold Color: Red
2	Warning: Prohibited act which are considered as criminal offense under Republic Act No. 10121 or the Philippine Disaster Risk Reduction and Management Act of 2010 (PDRRM Act of 2010), and shall be meted with appropriate charges. <ul style="list-style-type: none"> • Buying, Selling, and Reselling of Goods; • Repacking of Goods; • Substituting or Replacing Relief Items; • Diverting or misdelivery of relief goods; and • Covering, Replacing, or Defacing the labels. (at Flaps as shown) 	Font Style: Arial, Bold Font Size: Warning, 24; text 18 Text and Logo Box: 30.3 cm L x 8 cm H (+/-5% Variance) Color: Blue
3	DSWD LOGO	Size: 3 cm x 3 cm Color: as shown <i>Compliance with the DSWD Branding Guidelines</i>
4	NOT FOR SALE SYMBOL	Size: 2.5 cm x 3 cm Color: as shown
5	(Symbols on Proper Handling of Product)	See Illustration B4 for symbols (International Symbols on Proper Handling of Product)

B.2 FLAP 2



Note: Please refer to numbering in the pictures as reference for the print and print details.

FLAP 2 DETAILS		
NO	PRINT/SYMBOLS	PRINT/SYMBOL DETAILS
1	HANDLE WITH CARE	Font Style: Arial, Bold Font Size: 74, 73% scale Size/Print Area: 19 cm L x 1.9 cm H (+/-2% Variance) Single Line, Bold Color: as shown
2	CASES/PALLET : 100 CASES PER LAYER : 10 STACKING HEIGHT : 10 PALLET SIZE : 1.0 x 1.2 M PALLETIZING PATTERN LAYER 1,3,5,7,9 LAYER 2,4,6,8,10 PALLETIZING PATTERN SYMBOLS	Print Area: 11 cm L x 0.5 cm H (+/-2% Variance) Print Area: 13.5 cm L x 0.5 cm H (+/-2% Variance) Line Spacing: 1 cm (+/-2% Variance), Expanded spacing Print Area: 9 cm L x 0.5 cm H (+/-2% Variance), 115% scale, expanded spacing Print Area: 4.5 cm L x 0.5 cm H (+/-2% Variance) 95% scale Print Area: 5 cm L x 0.5 cm H (+/-2% Variance) 98% scale See Illustration B4 for symbols (International Symbols on Proper Handling of Product) Font Style: Arial, Bold Font Size: 18 Color: As shown
3	DSWD LOGO	Size: 3 cm L x 3 cm H Color: as shown (+/-2% Variance) <i>Compliance with DSWD Branding Guidelines</i>
4	NOT FOR SALE SYMBOL	Size: 2.5 cm L x 3 cm H (+/-2% Variance) Color: as shown
	(Symbols on Proper Handling of Product)	See Illustration B4 for symbols (International Symbols on Proper Handling of Product) located at top.

B.3 SIDE VIEWS 1



SIDE VIEWS 1 DETAILS		
NO	PRINT/SYMBOLS	PRINT/SYMBOLS DETAILS
1	(Symbols on Proper Handling of Product)	See Illustration B4 for symbols (International Symbols on Proper Handling of Product)
2	WARNING: Repacking of goods from its original DSWD package is criminal offense under PDRRM Act of 2010, and shall be meted with appropriate charges.	Font Style: Arial, Bold Font Size: 12, 86% scale Size/Print Area: 27 cm L x 0.4 cm H (+/- 5% variance), Single Line Color: Blue
3	DSWD LOGO	Size: 3 cm x 3 cm Color: as shown <i>Compliance with the DSWD Branding Guidelines</i>
4	NOT FOR SALE SYMBOL (at the flap and sides)	Size/Print Area: 4.5 cm L x 5 cm H (+/-5% Variance) Color: as shown

B.3 SIDE VIEWS 2



SIDE VIEWS 2 DETAILS		
NO	PRINT/SYMBOLS	PRINT/SYMBOLS DETAILS
1	CONTENT OF FAMILY FOOD PACKS	Font Style: Arial, Bold Font Size: 22 Text box size: 16 cm L x 7 cm H (+/- 5% variance)
	Components of the food packs are HALAL certified	Font Style: Arial, Bold Font Size: 11
2	WARNING: Repacking of goods from its original DSWD package is criminal offense under PDRRM Act of 2010, and shall be meted with appropriate charges.	Font Style: Arial, Bold Font Size: 12, 86% scale Size/Print Area: 27 cm L x 0.4 cm H (+/- 5% variance), Single Line Color: Blue
3	DSWD LOGO	Size: 3 cm x 3 cm Color: as shown <i>Compliance with the DSWD Branding Guidelines</i>

B4 - INTERNATIONAL SYMBOLS ON PROPER HANDLING OF PRODUCT

(located at flaps and sides, as shown)











**International Symbol on Proper Handling of Products					
	Keep dry	2.5 cm x 2.5 cm		Protect from heat	2.5 cm x 2.5 cm
	Maximum stacking height	2.5 cm x 2.5 cm		Handle with care	2.5 cm x 2.5 cm
	This side up	2.5 cm x 2.5 cm		Food item	2.5 cm x 2.5 cm
	Recyclable	2.5 cm x 2.5 cm		Stacking pattern	5 cm x 5 cm
	Do not step	2.5 cm x 2.5 cm		Do not sit	2.5 cm x 2.5 cm

Illustration C. Markings on Packaging Tape



	PRINT/SYMBOLS	PRINT/SYMBOLS DETAILS
	DSWD LOGO	Size: 3.8 cm L x 1. 2 cm H (-/+ 2% variance) Color: as shown
	Bagong Pilipinas Logo	Size. 1.5 cm x 1.5 cm H (-/+ 2% variance) Color: as shown
	RELIEF SUPPLIES	Font Size: 16 Font style: Arial bold, Font Color: Red
	NOT FOR SALE	Font Size: 16 Font style: Arial bold, Font Color: Red
	Space in between prints	3 cm

Price Schedule for Goods Offered from Within the Philippines

Name of Bidder : _____

Page ___ of ___

Invitation to Bid No. ITB 2024-DSWD-CAR-34

1	2	3	4		5	6	7	8	9	10
Item	Description	Country of origin	Quantity		Unit price EXW per item	Transportation and Insurance 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)
1	Pre-Packed Family Food Packs Components: -Vacuum Pack Rice (2 x 3kgs) -Canned Corned Beef (4 tins) -Canned Sardines (2 tins) -Canned Tuna (4 tins) -Instant Coffee (5 sachets) -Instant Choco Malt Drink (5 sachets) -Regular Slotted Cartoon (Packaging-1 piece)	-	41,800	packs	-	-	-	-	-	-
	Total									-

NOTES:

1. In case a column is not applicable for an offered item, just indicate "-" or "0".

2. Leaving columns 5, 6,7,8, as blank or indicating other symbol/s such as "Not Applicable", "NA", etc. shall be automatically deemed as not responsive.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Checklist of Technical and Financial Documents

		Name of Bidder/s		
ABC				
I. TECHNICAL COMPONENT ENVELOPE (First Envelope)				
<u>Legal Documents</u>				
(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;				
<u>Technical Documents</u>				
(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;				
(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;				
(d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;				
or				
Original copy of Notarized Bid Securing Declaration;				
(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;				
(f) Original duly signed Omnibus Sworn Statement (OSS);				
and if applicable, Original Notarized Secretary's Certificate/ Board Resolution 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.				
(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC)				
or				
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.				
Class "B" Documents				
(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;				
or				
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.				

I. FINANCIAL COMPONENT ENVELOPE (Second Envelope)				
<input type="checkbox"/>	(i) Original of duly signed and accomplished Financial Bid Form;			
	Bid Amount:			
<input type="checkbox"/>	(j) Original of duly signed and accomplished Price Schedule(s).			
<i>Other documentary requirements under RA No. 9184 (as applicable)</i>				
(k) <i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.				
(l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.				

Name and Signature

**STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING
CONTRACTS AWARDED BUT NOT YET STARTED, WHETHER SIMILAR OR NOT SIMILAR IN
NATURE**

Name of Contract/ Title of the Project	a. Owner's Name b. Address c. Telephone Nos.	Date of the Contract	Contract Duration	Kinds/Nature of Goods or Services	Amount of Contract	Value of Outstanding Contracts/ Undelivered Portion	Date of Completion/ Delivery
<u>Government Contracts</u>							
i. On-going							
ii. Awarded but not yet started							
<u>Private Contracts</u>							
i. On-going							
ii. Awarded but not yet started							
Total Cost							

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

STATEMENT OF SINGLE LARGEST SIMILAR COMPLETED CONTRACT

Business Name: _____

Business Address : _____

Name of Contract/ Title of the Project	a. Owner's Name b. Address c. Telephone Nos.	Date of the Contract	Contract Duration	Kinds/Nature of Goods or Services	Amount of Completed Contract	Date of Completion/ Delivery
<u>Government Contracts</u>						
<u>Private Contracts</u>						
Total Cost						

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

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

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

I/We, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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 OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the income tax return and audited financial statement for FY2022 or FY2023, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent.

		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.

NFCC = P _____

or

Commitment from a licensed bank to extend to it a credit line if awarded the contract or a cash deposit certificate in the amount of at least 10% of the proposed project to bid.

Name of Bank: _____ Amount: _____

I hereby certify that the computation of the above is based on the income tax return and audited financial statement for FY 2022 or FY 2023 stamped "RECEIVED" by the BIR or BIR authorized collecting agent.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

To: *[name and address of Procuring Entity]*

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/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, 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 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: _____

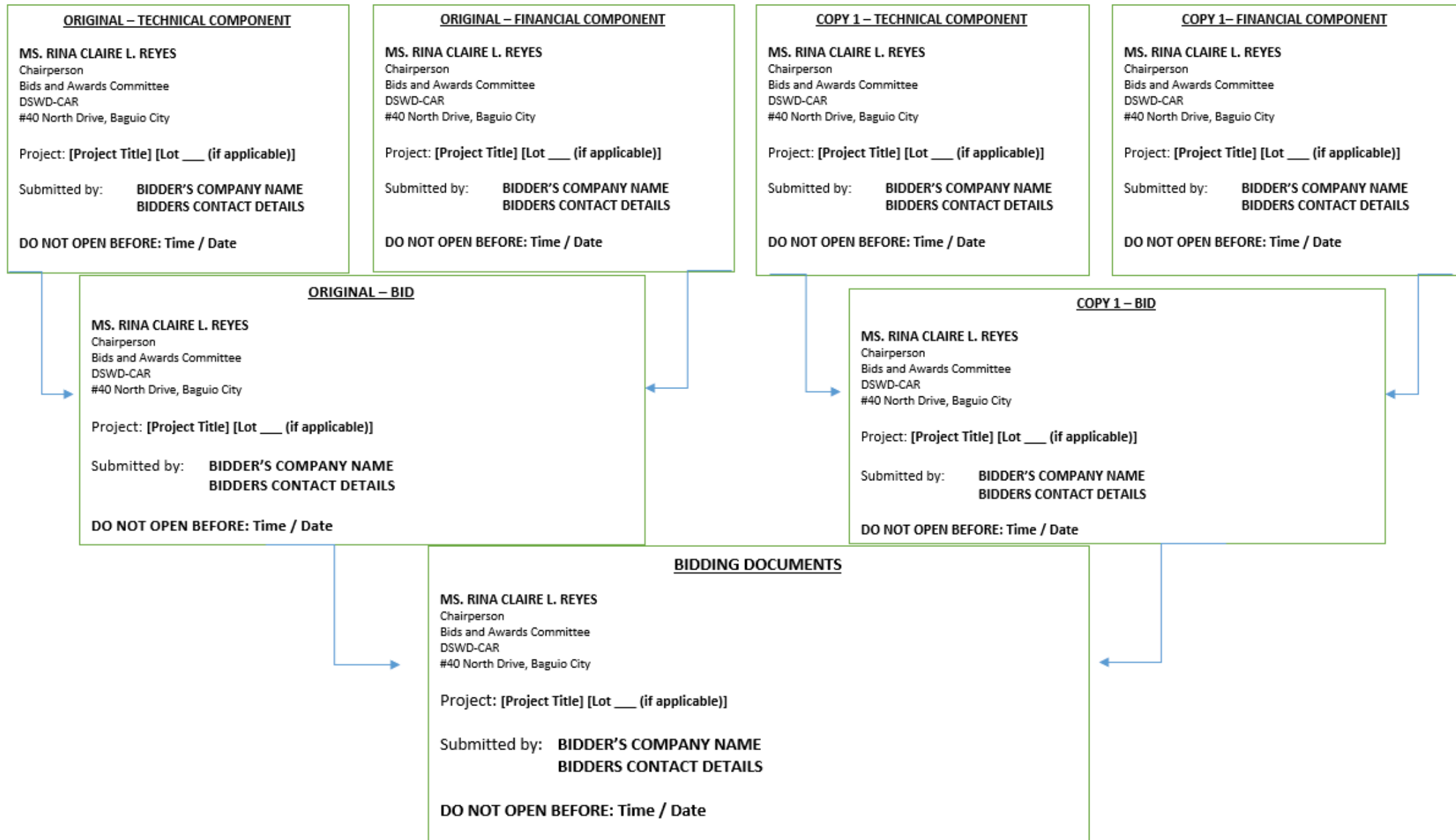
Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

MARKING AND SEALING OF ENVELOPE:



Note: The technical and financial documents must be submitted in two (2) copies (Original Copy and Copy 1). The Original Technical Component envelope and Original Financial Component envelope must be sealed in one envelope marked “ORIGINAL BID”. The Copy 1 Technical Component envelope and Copy 1 Financial Component Envelope must also be sealed in another envelope marked “Copy 1 Bid”. These envelopes containing the Original Copy and Copy 1 must be enclosed in one single envelope marked “BIDDING DOCUMENTS”. The technical and financial documents must be properly tabbed and signed.