# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# Procurement of GOODS

Government of the Republic of the Philippines

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 Nation

Section I. Invitation to Bid



## INVITATION TO BID FOR Rebidding of Supply and Delivery of Food and Non-Food Supplies for DSWD FO10 Centers 2022

1. The *Department of Social Welfare and Development Field Office 10* through the Current Appropriations GAA 2022 intends to apply the sum of One Million Nine Hundred Fifty Thousand Three Hundred Sixty Seven Pesos Only (Php 1,950,367.00)

Lot 1 – Supply & Delivery of Food and Non-Food Supplies for Home for Girls, DSWD FO10	Php 720,596.00
Lot 2 – Supply & Delivery of Food and Non-Food Supplies for Bahay Silungan, Alae, Bukidnon	Php 561,750.00
Lot 3 – Supply & Delivery of Food and Non-Food Supplies for Haven for Women, Alae, Bukidnon	Php 668,021.00
TOTAL	Php 1,950,367.00

being the Approved Budget for the Contract (ABC) to payments under the contract for each lot/*item as shown in section 6 of the PBD*. Bids received in excess of the ABC for each lot/item shall be automatically rejected at bid opening.

- 2. The *DSWD FO 10* now invites bids for the **Rebidding of Supply and Delivery of Food and Non-Food Supplies for DSWD FO10 Centers 2022**. Delivery of the Goods shall be in accordance with Section VI (Schedule of Requirements). Prospective Bidders must have completed a similar contract within the preceding two (2) years, a single contract equivalent to at least twenty-five (25%) percent of the Approved Budget Cost per Lot to be bid. 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 nondiscretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
  - (*i*) Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

- 4. Interested bidders may obtain further information from DSWD FO 10 and inspect the Bidding Documents at the address given below during weekdays at 8:00AM 5:00PM.
- 5. Complete sets of Eligibility Requirements and Bidding Documents may be purchased by interested Bidders on May 18, 2022 to May 30, 2022 (9:00 AM) from the Office of the BAC Secretariat at the DSWD Regional Office, Mastersons Avenue, Carmen, Cagayan de Oro City, upon payment of a non-refundable fee to the DSWD Cashier as follows:

Lot No.	Area of Delivery	ABC (in Php)	Cost (in Php)
1	Home for Girls, DSWD FO 10	720,596.00	1,000.00
2	Bahay Silungan, Alae Bukidnon	561,750.00	1,000.00
3	Regional Haven for Women, Alae Bukidnon	668,021.00	1,000.00

It may also be downloaded free of charge from www.philgeps.gov.ph or <u>https://fo10.dswd.gov.ph/</u> provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 6. The *DSWD FO 10* will hold a Virtual Pre-Bid Conference through videoconferencing via google meet on <u>June 15, 2022 @ 1:30 PM at</u> DSWD Conference, DSWD 10, Carmen, CDO, which shall be open to prospective bidders. Please email us at <u>bac.fo10@dswd.gov.ph</u> for the link.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the address below on or before *June 27, 2022 @ 9:00 AM*. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.
- Virtual Bid opening through videoconferencing via google meet shall be on <u>June 27, 2022</u> @10:00AM at DSWD Conference, DSWD 10, Carmen, Cagayan de Oro City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. The links will be provided upon submission of bid documents.
- 10. Each Bidder shall submit one (1) original and two (2) more duplicate copies which should be labeled as "Copy 1" and "Copy 2".
- 11. The *DSWD FO 10* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

#### THE CHAIRPERSON

Bids and Awards Committee (BAC) DSWD Field Office 10 c/o BAC Secretariat Conference Room, DSWD Field Office No. 10, Masterson Avenue, Upper Carmen, Cagayan de Oro City Tel No. (088)858-6333 local 102 Email Address: <u>bac.fo10@dswd.gov.ph</u>

13. You may visit the following websites:

For downloading of Notice for Negotiated Procurement: www.philgeps.gov.ph or

https://fo10.dswd.gov.ph/

**ZOSIMO G. BUTIL** SWO V/ BAC Chairperson

# 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 Field Office 10* wishes to receive Bids for the **Rebidding of Supply and Delivery of Food and Non-Food Supplies for DSWD FO10 Centers 2022** with identification number 2022-06-0012.

The Procurement Project (referred to herein as "Project") is composed of 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 Current Appropriations GAA 2022 intends to apply the sum of One Million Nine Hundred Fifty Thousand Three Hundred Sixty Seven Pesos Only (Php 1,950,367.00) 2.2. The source of funding is:

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. 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:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

5.3. 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. 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 Conference, DSWD 10, Carmen, CDO as indicated in paragraph 6 of the **IB**.

#### 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) 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 *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 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.

#### **12. Bid Prices**

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

- iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).** 

#### 13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradable 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 Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *12 months*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

Each Bidder shall submit one (1) original and two (2) more duplicate copies of its Bid.

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

#### **16. Deadline for Submission of Bids**

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

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

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The 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.

#### **19. Detailed Evaluation and Comparison of Bids**

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.3. 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 grouped into several lots, which shall be awarded as separate contracts per lot.

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

#### **20. Post-Qualification**

20.2. 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, 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**.

#### **21. Signing of the Contract**

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

Section III. Bid Data Sheet

# **Bid Data Sheet**

ITB Clause					
1.2	The project if composed of Three (3) Lots.				
5.3	The Bidder must have completed, within the period specified in the Invitation to Bid, a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.				
7.1	Subcontrac	ting is not allowed.			
12.1(a)	No further	rinstructions			
14.1	<ul> <li>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</li> <li>1. The amount of not less than <i>[Insert 2% of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of</li> </ul>				
	Or 2. The ar Surety				
		ABC	2%	)	5%
	Lot 1	Php 720,596.00	14,411	.92	36,029.80
	Lot 2	Php 561,750.00	11,235		28,087.50
	Lot 3	Php 668,021.00	13,360	.42	33,401.05
	Grouping	and Evaluation of L	ots –		
	Partial bid is not allowed. The goods are grouped in a lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.				
	<b>Lot 1 – Home for Girls</b> <i>Php 720,596.00</i>				
		Lot 2 – Bahay Silu		Php 561,75	
		Lot 3 – Haven for Total	women	Php 668,02	
		IUlai		Php 1,950,36	/.00

20.2	The Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), as the case may be, shall submit the following additional documents during the Post-Qualification Stage:
	Latest Income and Business Tax Returns per Revenue Regulations 3-2005.
	- Valid Income Tax Return and proof of payment.
	- VAT Returns (Form 2550M and 2550Q or Percentage Tax Returns (2551M) and proof of payment.
	Proofs of Payment are as follows:
	- EFPS confirmation receipt or bank issued payment confirmation receipt or BIR payment confirmation receipt/status.
21.2	The Lowest Calculated and Responsive Bid (LCRB) or Single Calculated and Responsive Bid (SCRB) who opted to submit Surety Bond as form of Performance Security shall submit a certification from the Insurance Commission (IC) indicating the following details:
	1) The Certification was issued in favor of an insurance/ bonding company; and,
	2) The insurance/ bonding company is authorized to issue bonds/ sureties in favor of the supplier/ service provider for the said project.

# 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 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**.

#### **3.** Performance Security

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

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV** (**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

# **Special Conditions of Contract**

GCC Clause			
	The Procuring Entity is Department of Social Welfare and Development Field Office 10		
	The Funding Source is		
	the Government of the Philippines (GOP) through the <b>Current</b> <b>Appropriations GAA 2022</b> intends to apply the sum of <b>One Million</b> <b>Nine Hundred Fifty Thousand Three Hundred Sixty Seven Pesos</b> <b>Only (Php 1,950,367.00)</b>		
	The Project sites are defined in Section VI. Schedule of Requirements.		
	No further instructions.		
	The Procuring Entity's address for Notices is:		
	Mr. Zosimo G. Butil SWO V/ BAC Chairman Bids and Awards Committee – BAC-10 DSWD Field Office 10 Conference Room, DSWD Field Office No. 10, Masterson Avenue, Upper Carmen, Cagayan de Oro City Tel. (088)858-6333 local 102		
	Email: <u>bac.fo10@dswd.gov.ph</u> The Supplier's address for Notices is:		
	Delivery and Documents –		
	The delivery terms applicable to this Contract are delivered <i>at the designated areas of Region 10</i> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:		
	Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:		

(i) Original and two copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
(ii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
(iii) Two copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.
Incidental Services –
The Contract price for the Goods shall include the prices charged by the Supplier for incidental services including the delivery fee and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
Packaging –
Not applicable
Payment using LC is not allowed.
The terms of payment shall be upon complete delivery of items per delivery schedule as agreed by both parties, presentation of receipts and inspection and acceptance from end user.
No further instructions.
None

# Section VI. Schedule of Requirements

# Schedule of Requirements

## Lot 1 – Supply & Delivery of Food and Non-Food Supplies for Home for Girls, DSWD FO10

### Food

Item No.	Items/Description	Qty.	Unit
1	Bihon -1kg	20	kg
2	Commercial Rice Long Grain -50kgs	21	sack
3	Condensed Milk -350ml	65	tin
4	Cooking Oil -18kg	10	jug/cont
5	Evaporated Milk -370ml	65	tin
6	Flour -1kg	50	kg
7	Fruit Cocktail -3kg	22	can
8	Infant Formula 1 -1.3kg	6	box
9	Infant Formula 2 -1.3kg	6	box
10	Kaong 680g	30	bot
11	Macaroni Pasta -1kg	25	pack
12	Iodized Salt	12	kg
13	Nata de Coco 680g	30	bot
14	Sotanghon 1kg	20	kg
15	Soy Sauce 1gal	30	gal
16	Spaghetti Pasta 1kg	25	pack
17	Spaghetti Sauce 1kg	40	pack
18	Tomato Sauce 1kg	20	pack
19	Vinegar	20	gal
20	White Sugar	20	Kg
21	Pilit Rice	6	kg
22	Sardines 155g	75	tin
23	Tuna Flakes in Oil 180g	75	tin
24	Corned Beef 340g	75	tin
25	Laurel 250g	12	pack
26	Black Pepper Whole -35g	12	pack/bot
27	Baking Soda 500g	6	box
28	Vanilla 8g	12	bot
29	Pineapple Crush -432g	25	tin
30	Pineapple Tidbits -432g	25	tin
31	Mushroom Whole 400g	20	tin
32	Pineapple Juice -1/2 gal 4seasons	25	tin
33	Mushroom Soup 68g	20	pack

34	Knor Cubes 120g/12pcs/box	20	box
35	Soft Drinks 1.5 Liter	15	liter
36	Beef Hotdog - regular	16	kg
37	Beef Ribs	30	kg
38	Beef Steak	36	kg
39	Chicken Breast	48	kg
40	Chicken Drumstick	60	kg
41	Chicken Liver	40	kg
42	Chicken Thigh	60	kg
43	Ground Beef	24	kg
44	Ground Pork	42	kg
45	Lean Meat Beef	36	kg
46	Pork Adobo Cut	48	kg
47	Pork Belly	60	kg
48	Pork Chop	48	kg
49	Pork Liempo	60	kg
50	Pork Menudo	60	kg
51	Pork Ribs - Special	48	kg
52	Pork Tocino	30	kg
53	Pork Lean Meat	60	kg
54	Pork Chorizo	24	kg
55	Pork Longganiza	24	kg
56	Sweet Ham	18	kg
57	Chicken Whole	39	kg
58	Chicken Wings	42	kg
59	Pork Luncheon Meat 360g	75	tin
60	Beef Loaf 215g	75	tin
61	Sausage 127g	75	tin
62	Peanut Butter 340g	10	glass
63	Green Peas 425g	15	tin
64	All Purpose Cream 300g	50	tin
65	Baking Powder 1000g	5	bx/kg
66	Coffee 3n1 30g/30's	10	pack
67	Cheese 400g	8	Box
68	Cheese Spread 470ml	7	Bot
69	Coffee – Premium 100g	10	bot
70	Cornstarch 1kg	10	box/kg
71	Ice Cream –gal	6	gal
72	Ketchup 1/2 gal	12	gal
73	Mayonnaise 3.5 liter	10	bot
74	Oyster Sauce 750ml	15	bot
75	Margarine 1kl	10	pc
76	Raisins 200g	5	box/pack
77	Biscuits –assorted	200	pack

78	Sinigang Mixed 70g	25	pack
79	Sweet Corn 340g	25	tin
80	Young Corn Whole 410g	25	tin
81	Black Pepper Powder 35g	10	bot
82	Filled Powder Milk 1.2kg	250	pack

## Non-Food

Item No.	Items/Description	Qty.	Unit
1	Adult Toothbrush	50	pcs
2	Bathroom Deodorizer 100g	15	pcs
3	Sanitary Napkin w/ Wings, 8's	3	case
4	Shampoo 90g	250	bot
5	Bath Soap 85g	250	pcs
6	Soap Moisturizing 100g	25	pcs
7	Scouring Pad	25	pcs
8	Toothpaste 70ml	125	tube
9	Lice Shampoo 70ml	30	bot
10	Mop Tornado	2	pcs
11	Mophandle	3	pcs
12	Disposable Diaper - Small 40's	7	pack
13	Disposable Diaper - Large 60's	7	pack
14	Deodorant Sachet 3ml	75	sachet
15	Hand Wash 225ml (liquid hand soap)	10	bot
16	Cleaner Powder 500g	100	bot
17	Safety Match, large size	5	box
18	Detergent Bar 400g	75	bar
19	Detergent Powder –sachet 65g	560	sachet
20	Dishwashing Paste 400g	75	pcs
21	Dustpan, non-rigid plastic w/ Detachable	5	pcs
22	Fabric Conditioner 670ml	25	bot
23	Liquid Bleach 500ml	50	bot
24	Doormat – cloth	15	pcs
25	Multi-Purpose Cleaner Liquid 500ml	25	bot
26	Trash Bag -plastic 10pcs/roll/pack - XL	50	pack
27	Soft Broom	10	pcs
28	Disinfectant Spray -Aerosol 400ml	20	bot
29	Insecticide -Aerosol 500ml	20	bot
30	Tissue Paper, Mega Roll -100 3ply	50	roll
31	Alcohol, Ethyl 70% Solution 500ml	50	bot
32	Liquid Sosa -500ml	5	bot

For the Schedule of Delivery of the above-listed items, the supplier and the end-user shall coordinate each with each other for the actual quantity of each item to be delivered each week. The first Delivery shall start within seven (7) calendar days from conformity of Notice to Proceed.

Delivery is Door-to-door to the Home for Girls, DSWD 10 Regional Office compound.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

Name of Company/Bidder

Bidder's Signature over Printed Name

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

## Lot 2 – Supply & Delivery of Food Supplies for Bahay Silungan, Alae, Manolo Fortich, Bukidnon

## Food

Item No.	Items/Description	Qty.	Unit
1	Beef Lean Meat	20	KILO
2	Beef Bones	20	KILO
3	Chicken Breast	80	KILO
4	Chicken Drumstick	70	KILO
5	Chicken Liver	10	KILO
6	Chicken Thighs	70	KILO
7	Chicken Whole	40	KILO
8	Ground Beef	40	KILO
9	Ground Pork	50	KILO
10	Pork Adobo cut	60	KILO
11	Pork chop	60	KILO
12	Pork Liempo	70	KILO
13	Pork Ribs	70	KILO
14	Black Beans, 180 g	10	Can
15	Cocoa Powder for Baking, 1 Kilo	6	Kilo
16	Coffee 3 in 1, 30g	6	Pack
17	Condense Milk, 390 ml	40	Can
18	Corn Starch, 1 kl	10	Kilo
19	Evaporated Milk, 370ml	40	Can
20	Kaong, 680g	10	Bottle
21	Margarine, 2kg	4	Kilo
22	Sausage, 155 grams	50	Can
23	Meat Sauce, 380g	6	Can
24	Peanut Butter, 340 g	6	Bottle
25	Cheeze Spread, 340 g	6	Bottle
26	chicken hotdog	30	KILO
27	Chorizo	30	KILO
28	Ham	35	KILO
29	Hotdog (beef)	30	KILO
30	longganisa	25	KILO
31	Ice Cream(rocky roads flavor)(4 lit)	20	GAL
32	Tocino	20	KILO
33	Chicken Nuggets	20	KILO
34	Beef Loaf(215g)	60	Cans
35	Bihon (Special 1kl)	11	Kilo
36	bread crumbs(230 g)	4	Pack
37	Brown Sugar(kls)	35	Kilo

38	cheese(180g)	40	Bar
39	Corned Beef(215g)	50	Cans
40	Edible Oil(18 lit)	8	Cont
	Flakes Tuna atleast (175g) (48		
41	cans/case)	1	Cases
42	Flour(1 kilo) (good quality)	20	Kilo
43	fruit cocktail(big)(3.30kls)	7	Cans
44	Green Peas(230g)	15	Cans
45	Luncheon Meat(360g)	70	Cans
46	Macaroni Pasta 1 kl	45	Kilo
47	Mayonaise 1 gal	4	Gal
48	nata de coco(600g)	17	Bottle
49	All Purpose Cream (250 ml)	30	Pack
50	oatmeal(800g)	6	Pack
51	Oyster Sauce 1 lit	2	Lit
52	pineapple chunks atleast (560g)	7	Cans
53	Pork & Beans(230g)	40	Cans
54	Powdered Milk 1.2 Kgs	60	Pack
55	Refined sugar(1 kl)	40	Kilo
56	Iodized salt(1 kl)	4	Kilo
57	Soy Sauce(1 gal)	8	Gal
58	Sardines atleast (155g)	80	Cans
59	Spaghetti Pasta 1 kl	60	Kilo
60	Spaghetti sauce 1 kl (Sweetened)	60	Kilo
61	Tomato Sauce(1 kl)	25	Kilo
62	Vinegar 1 gal	8	Gal
63	Pancit Canton (1 Kilo)	10	Kilo
64	Commercial Rice 50kls/sack	24	Sack
65	Sotanghon, 1kg	10	Kilo
66	Banana Catsup, 1 gal	4	Gal
67	Baking Powder	6	Kilo

## Non-Food

Item No.	Items/Description	Qty.	Unit
1	Adult Toothbrush	10	Piece
2	Bathroom deodorizer 100g	5	Piece
3	Baby Bath Soap, 100g 24's	4	case
4	Bath Soap, 100g 24's	2	case
5	Children Toothbrush	20	Piece
6	Disposable Diaper, Large 24's	4	Case
7	Disposable Diaper, medium 24's	4	Case
8	Disposable Diaper, Newborn 24's	4	Case

9	Disposable, Diaper XL 24's	5	Case
10	Dishwashing Soap, 250ml	20	Bottle
11	Fabric Conditioner,800ml	20	Bottle
12	Shampoo 200ml 24's	4	Case
13	Dishwashing Sponge	15	Piece
14	Toothpaste, 190g	30	Piece
15	Liquid detergent, 650 ml	30	Pack

For the Schedule of Delivery of the above-listed items, the supplier and the end-user shall coordinate each with each other for the actual quantity of each item to be delivered each week. The first Delivery shall start within seven (7) calendar days from conformity of Notice to Proceed.

Delivery is Door-to-door to each Bahay Silungan, Alae, Manolo Fortich, Bukidnon

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

Name of Company/Bidder

Bidder's Signature over Printed Name

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

## Lot 3 - Supply & Delivery of Food and Non-Food Supplies for Haven for Women, Alae, Manolo Fortich, Bukidnon

#### Food

Item No.	Items/Description	Qty.	Unit
1	Beef Loaf (150g) (48 tins/case)	7	cases
2	Bihon (Special 1kg)	14	Kg
3	Canton 1kg	12	packs
4	Coffee 3 in 1	8	cases
5	Condensed Milk, 390ml, 48tins	9	cases
6	Brown Sugar	220	kilos
7	Candy (200g)	25	pcks
8	Catsup 1gal	3	gals
9	Cheese(180g)	30	packs
10	Corned Beef(150g) (48 tins/case)	11	cases
11	Edible Oil(18lit)	12	cont
12	Flakes Tuna atleast (175g)(48 cans/case)	11	cases
12	Flour, All Purpose (good quality)	90	kilos
13	Fruit Cocktail (big)(3.30kls)	15	can
15	Instant Noodles (beef) (72pcs/case)	6	bxs
16	Juice(800grams)	19	packs
10	Luncheon Meat(360g)(48	1)	pueks
17	tins/case)pork	9	cases
18	Macaroni Pasta 1kg	34	kg
19	Mayonnaise 1gal	4	gals
20	Nata de Coco(600g)	35	bot
21	All Purpose Cream (250ml)	50	packs
22	Oyster Sauce 1 lit	25	ltrs
23	Pineapple Chunks atleast (560g)	12	can
24	Pork & Beans (175g)	4	bxs
25	Powdered Milk 33grms (128 pcs per case)	55	case
26	Soy Sauce (11it)	50	liters
27	Sardines atleast (150g) 48 tins/case	12	cases
28	Spaghetti pasta 1kg	24	kg
29	Spaghetti Sauce 1kg (sweetened)	24	Kg
30	Tomato Sauce (1kg)	20	Kg
31	Vinegar 1 lit	20	liters
32	Yeast (500mg)	6	packs
33	Biscuits – assorted	75	pcks
34	Evaporated Milk, 370ml,48tins	9	Case
35	Raisin Seedless (100gms)	12	pcks

36	Sotanghon, 1kg	18	packs
37	Kaong 680g	18	bottle
38	Spaghetti Meat Sauce 1kg	40	packs
39	Sugar, white	110	kilos
40	Salt, iodized 1kg	40	pack
41	Chicken hotdog, regular	18	kg
42	Hotdog(beef), regular	16	kg
43	Longganisa, pork	12	kg
44	Lumpia, pork	16	kg
45	Tocino, pork	16	kg
46	Meat balls, pork	16	kg
47	Pork Belly	25	kg
48	Pork Liempo	40	kg
49	Pork Lean Meat	40	kg
50	Pork Ribs	40	kg
51	Chicken Breast	35	kg
52	Chicken Drumstick	40	kg
53	Chicken Nuggets	18	kg
54	Chicken Liver	16	kg
55	Chicken Thighs	40	kg
56	Beef Steak	22	kg
57	Ground Pork	11	kg
58	Pork Chop	60	kg

# Non-Food

Item No.	Items/Description	Qty.	Unit
1	Body Lotion, 200ml (baby)	120	bottles
2	Deo-Lotion, 3ml	240	sachet
3	Disposable Diaper, Large	6	case
4	Disposable Diaper, Medium	4	case
5	Disposable Diaper, Small	2	case
6	Disposable Diaper, XL	10	case
7	Dishwashing Soap, 250ml	24	bottles
8	Fabric Conditioner 800ml	24	bottles
9	Baby Powder 50g	120	pieces
10	Sanitary Napkin 8's, with wings	8	case
11	Shampoo 200ml	6	cases
12	Toothpaste 190g	120	pieces

For the Schedule of Delivery of the above-listed items, the supplier and the end-user shall coordinate each with each other for the actual quantity of each item to be delivered each week. The first Delivery shall start within seven (7) calendar days from conformity of Notice to Proceed.

Delivery is Door-to-door to Haven for Women, Alae, Manolo Fortich, Bukidnon.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

Name of Company/Bidder

Bidder's Signature over Printed Name

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

# Section VII. Technical Specifications

# **Technical Specifications**

# Lot 1 - Supply & Delivery of Food and Non-Food Supplies for Home for Girls, DSWD FO10

## Food

Item No.	Items/Description	Qty.	Unit	Statement of Compliance (indicate Bidder's specifications eg. Brand)
1	Bihon -1kg	20	kg	
	Commercial Rice Long Grain -			
2	50kgs	21	sack	
3	Condensed Milk -350ml	65	tin	
4	Cooking Oil -18kg	10	jug/cont	
5	Evaporated Milk -370ml	65	tin	
6	Flour -1kg	50	kg	
7	Fruit Cocktail -3kg	22	can	
8	Infant Formula 1 -1.3kg	6	box	
9	Infant Formula 2 -1.3kg	6	box	
10	Kaong 680g	30	bot	
11	Macaroni Pasta -1kg	25	pack	
12	Iodized Salt	12	kg	
13	Nata de Coco 680g	30	bot	
14	Sotanghon 1kg	20	kg	
15	Soy Sauce 1gal	30	gal	
16	Spaghetti Pasta 1kg	25	pack	
17	Spaghetti Sauce 1kg	40	pack	
18	Tomato Sauce 1kg	20	pack	
19	Vinegar	20	gal	
20	White Sugar	20	Kg	
21	Pilit Rice	6	kg	
22	Sardines 155g	75	tin	
23	Tuna Flakes in Oil 180g	75	tin	
24	Corned Beef 340g	75	tin	
25	Laurel 250g	12	pack	
26	Black Pepper Whole -35g	12	pack/bot	
27	Baking Soda 500g	6	box	
28	Vanilla 8g	12	bot	
29	Pineapple Crush -432g	25	tin	

30	Pineapple Tidbits -432g	25	tin	
31	Mushroom Whole 400g	20	tin	
32	Pineapple Juice -1/2 gal 4seasons	25	tin	
33	Mushroom Soup 68g	20	pack	
34	Knor Cubes 120g/12pcs/box	20	box	
35	Soft Drinks 1.5 Liter	15	liter	
36	Beef Hotdog - regular	16	kg	
37	Beef Ribs	30	kg	
38	Beef Steak	36	kg	
39	Chicken Breast	48	kg	
40	Chicken Drumstick	60	kg	
41	Chicken Liver	40	kg	
42	Chicken Thigh	60	kg	
43	Ground Beef	24	kg	
44	Ground Pork	42	kg	
45	Lean Meat Beef	36	kg	
46	Pork Adobo Cut	48	kg	
47	Pork Belly	60	kg	
48	Pork Chop	48	kg	
49	Pork Liempo	60	kg	
50	Pork Menudo	60	kg	
51	Pork Ribs - Special	48	kg	
52	Pork Tocino	30	kg	
53	Pork Lean Meat	60	kg	
54	Pork Chorizo	24	kg	
55	Pork Longganiza	24	kg	
56	Sweet Ham	18	kg	
57	Chicken Whole	39	kg	
58	Chicken Wings	42	kg	
59	Pork Luncheon Meat 360g	75	tin	
60	Beef Loaf 215g	75	tin	
61	Sausage 127g	75	tin	
62	Peanut Butter 340g	10	glass	
63	Green Peas 425g	15	tin	
64	All Purpose Cream 300g	50	tin	
65	Baking Powder 1000g	5	bx/kg	
66	Coffee 3n1 30g/30's	10	pack	
67	Cheese 400g	8	Box	
68	Cheese Spread 470ml	7	Bot	
69	Coffee – Premium 100g	10	bot	
70	Cornstarch 1kg	10	box/kg	
71	Ice Cream –gal	6	gal	
72	Ketchup 1/2 gal	12	gal	
73	Mayonnaise 3.5 liter	10	bot	

74	Oyster Sauce 750ml	15	bot	
75	Margarine 1kl	10	pc	
76	Raisins 200g	5	box/pack	
77	Biscuits –assorted	200	pack	
78	Sinigang Mixed 70g	25	pack	
79	Sweet Corn 340g	25	tin	
80	Young Corn Whole 410g	25	tin	
81	Black Pepper Powder 35g	10	bot	
82	Filled Powder Milk 1.2kg	250	pack	

## Non-Food

Item No.	Items/Description	Qty.	Unit	Statement of Compliance (indicate Bidder's specifications eg. Brand)
1	Adult Toothbrush	50	pcs	
2	Bathroom Deodorizer 100g	15	pcs	
3	Sanitary Napkin w/ Wings, 8's	3	case	
4	Shampoo 90g	250	bot	
5	Bath Soap 85g	250	pcs	
6	Soap Moisturizing 100g	25	pcs	
7	Scouring Pad	25	pcs	
8	Toothpaste 70ml	125	tube	
9	Lice Shampoo 70ml	30	bot	
10	Mop Tornado	2	pcs	
11	Mophandle	3	pcs	
12	Disposable Diaper - Small 40's	7	pack	
13	Disposable Diaper - Large 60's	7	pack	
14	Deodorant Sachet 3ml	75	sachet	
15 16	Hand Wash 225ml (liquid hand soap)	10	bot	
	Cleaner Powder 500g	100	bot	
17	Safety Match, large size	5	box	
18	Detergent Bar 400g	75	bar	
19	Detergent Powder –sachet 65g	560	sachet	
20	Dishwashing Paste 400g	75	pcs	
21	Dustpan, non-rigid plastic w/ Detachable	5	pcs	
22	Fabric Conditioner 670ml	25	bot	
23	Liquid Bleach 500ml	50	bot	
24	Doormat – cloth	15	pcs	
25	Multi-Purpose Cleaner Liquid 500ml	25	bot	

	Trash Bag -plastic 10pcs/roll/pack -			
26	XL	50	pack	
27	Soft Broom	10	pcs	
28	Disinfectant Spray -Aerosol 400ml	20	bot	
29	Insecticide -Aerosol 500ml	20	bot	
30	Tissue Paper, Mega Roll -100 3ply	50	roll	
	Alcohol, Ethyl 70% Solution			
31	500ml	50	bot	
32	Liquid Sosa -500ml	5	bot	

For the Schedule of Delivery of the above-listed items, the supplier and the end-user shall coordinate each with each other for the actual quantity of each item to be delivered each week. The first Delivery shall start within seven (7) calendar days from conformity of Notice to Proceed.

Delivery is Door-to-door to the Home for Girls, DSWD 10 Regional Office compound.

Note: Bidders must state either "Comply" or "Not Comply" or any equivalent term in the column "Statement of Compliance" against each of the individual parameters of each "Specification".

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

Name of Company/Bidder

Bidder's Signature over Printed Name

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

# Lot 2 - Supply & Delivery of Food Supplies for Bahay Silungan, Alae, Manolo Fortich, Bukidnon

Food

Item No.	Items/Description	Qty.	Unit	Statement of Compliance (indicate Bidder's specifications eg. Brand)
1	Beef Lean Meat	20	KILO	
2	Beef Bones	20	KILO	
3	Chicken Breast	80	KILO	
4	Chicken Drumstick	70	KILO	
5	Chicken Liver	10	KILO	
6	Chicken Thighs	70	KILO	
7	Chicken Whole	40	pcs	
8	Ground Beef	40	KILO	
9	Ground Pork	50	KILO	
10	Pork Adobo cut	60	KILO	
11	Pork chop	60	KILO	
12	Pork Liempo	70	KILO	
13	Pork Ribs	70	KILO	
14	Black Beans, 180 g	10	Can	
15	Cocoa Powder for Baking, 1 kl	6	Kilo	
16	Coffee 3 in 1, 30g	6	Pack	
17	Condense Milk, 390 ml	40	Can	
18	Corn Starch, 1 kl	10	Kilo	
19	Evaporated Milk, 370ml	40	Can	
20	Kaong, 680g	10	Bottle	
21	Margarine, 2kg	4	Kilo	
22	Sausage, 155 grams	50	Can	
23	Meat Sauce, 380g	6	Can	
24	Peanut Butter, 340 g	6	Bottle	
25	Cheese Spread, 340 g	6	Bottle	
26	chicken hotdog, regular	30	KILO	
27	Chorizo, chicken	30	KILO	
28	Ham, chicken	35	KILO	
29	Hotdog (beef), regular	30	KILO	
30	Longganisa, chicken	25	KILO	
31	Ice Cream(rocky roads flavor)(4 lit)	20	GAL	
32	Tocino, chicken	20	KILO	
33	Chicken Nuggets	20	KILO	

34	Beef Loaf(215g)	60	Cans	
35	Bihon (Special 1kl)	11	Kilo	
36	bread crumbs(230 g)	4	Pack	
37	Brown Sugar	35	Kilo	
38	cheese(180g)	40	Bar	
39	Corned Beef(215g)	50	Cans	
40	Edible Oil(18 lit)	8	Cont	
	Flakes Tuna atleast (175g) (48			
41	cans/case)	1	case	
42	All Purpose Flour	20	Kilo	
43	fruit cocktail(big)(3.30kls)	7	Cans	
44	Green Peas(230g)	15	Cans	
45	Luncheon Meat(360g) chicken	70	Cans	
46	Macaroni Pasta 1 kl	45	Kilo	
47	Mayonnaise 1 gal	4	Gal	
48	nata de coco(600g)	17	Bottle	
49	All Purpose Cream (250 ml)	30	Pack	
50	oatmeal(800g)	6	Pack	
51	Oyster Sauce 1 lit	2	Lit	
52	pineapple chunks atleast (560g)	7	Cans	
53	Pork & Beans(230g)	40	Cans	
54	Powdered Milk 1.2 Kgs	60	Pack	
55	Refined sugar(1 kl)	40	Kilo	
56	Iodized salt(1 kl)	4	Kilo	
57	Soy Sauce(1 gal)	8	Gal	
58	Sardines atleast (155g)	80	Cans	
59	Spaghetti Pasta 1 kl	60	Kilo	
60	Spaghetti sauce 1 kl (Sweetened)	60	Kilo	
61	Tomato Sauce(1 kl)	25	Kilo	
62	Vinegar 1 gal	8	Gal	
63	Pancit Canton (1 Kilo)	10	Kilo	
64	Commercial Rice 50kls/sack	24	Sack	
65	Sotanghon, 1kg	10	Kilo	
66	Banana Catsup, 1 gal	4	Gal	
67	Baking Powder	6	Kilo	

# Non - Food

Item No.	Items/Description	Qty.	Unit	Statement of Compliance (indicate Bidder's specifications eg. Brand)
1	Adult Toothbrush	10	Piece	

2	Bathroom deodorizer 100g	5	Piece	
3	Baby Bath Soap, 100g 24's	4	case	
4	Bath Soap, 100g 24's	2	case	
5	Children Toothbrush	20	Piece	
6	Disposable Diaper, Large 24's	4	Case	
7	Disposable Diaper, medium 24's	4	Case	
	Disposable Diaper, Newborn			
8	24's	4	Case	
9	Disposable, Diaper XL 24's	5	Case	
10	Dishwashing Soap, 250ml	20	Bottle	
11	Fabric Conditioner,800ml	20	Bottle	
12	Shampoo 200ml 24's	4	Case	
13	Dishwashing Sponge	15	Piece	
14	Toothpaste, 190g	30	Piece	
15	Liquid detergent, 650 ml	30	Pack	

For the Schedule of Delivery of the abovelisted items, the supplier and the end-user shall coordinate each with each other for the actual quantity of each item to be delivered each week. The first Delivery shall start within seven (7) calendar days from conformity of Notice to Proceed.

Delivery is Door-to-door to each Bahay Silungan, Alae, Manolo Fortich, Bukidnon

Note: Bidders must state either "Comply" or "Not Comply" or any equivalent term in the column "Statement of Compliance" against each of the individual parameters of each "Specification".

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

Name of Company/Bidder

Bidder's Signature over Printed Name

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

# Lot 3 - Supply & Delivery of Food and Non-Food Supplies for Haven for Women, Alae, Manolo Fortich, Bukidnon

## Food

Item No.	Items/Description	Qty.	Unit	Statement of Compliance (indicate Bidder's specification s eg. Brand)
1	Beef Loaf (150g) (48 tins/case)	7	cases	
2	Bihon (Special 1kg)	14	Kg	
3	Canton 1kg	12	packs	
4	Coffee 3 in 1	8	cases	
5	Condensed Milk, 390ml, 48tins	9	cases	
6	Brown Sugar	220	kilos	
7	Candy (200g)	25	pcks	
8	Catsup 1gal	3	gals	
9	Cheese(180g)	30	packs	
10	Corned Beef(150g) (48 tins/case)	11	cases	
11	Edible Oil(18lit)	12	cont	
12	Flakes Tuna atleast (175g)(48 cans/case)	11	cases	
13	Flour, All Purpose (good quality)	90	kilos	
14	Fruit Cocktail (big)(3.30kls)	15	can	
15	Instant Noodles (beef) (72pcs/case)	6	bxs	
16	Juice(800grams)	19	packs	
17	Luncheon Meat(360g)(48 tins/case)pork	9	cases	
18	Macaroni Pasta 1kg	34	kg	
19	Mayonnaise 1gal	4	gals	
20	Nata de Coco(600g)	35	bot	
21	All Purpose Cream (250ml)	50	packs	
22	Oyster Sauce 1 lit	25	ltrs	
23	Pineapple Chunks atleast (560g)	12	can	
24	Pork & Beans (175g)	4	bxs	
25	Powdered Milk 33grms (128 pcs per case)	55	case	
26	Soy Sauce (11it)	50	liters	
27	Sardines atleast (150g) 48 tins/case	12	cases	
28	Spaghetti pasta 1kg	24	kg	
29	Spaghetti Sauce 1kg (sweetened)	24	Kg	
30	Tomato Sauce (1kg)	20	Kg	
31	Vinegar 1 lit	20	liters	

32	Yeast (500mg)	6	packs	
33	Biscuits – assorted	75	pcks	
34	Evaporated Milk, 370ml,48tins	9	Case	
35	Raisin Seedless (100gms)	12	pcks	
36	Sotanghon, 1kg	18	packs	
37	Kaong 680g	18	bottle	
38	Spaghetti Meat Sauce 1kg	40	packs	
39	Sugar, white	110	kilos	
40	Salt, iodized 1kg	40	pack	
41	Chicken hotdog, regular	18	kg	
42	Hotdog(beef), regular	16	kg	
43	Longganisa, pork	12	kg	
44	Lumpia, pork	16	kg	
45	Tocino, pork	16	kg	
46	Meat balls, pork	16	kg	
47	Pork Belly	25	kg	
48	Pork Liempo	40	kg	
49	Pork Lean Meat	40	kg	
50	Pork Ribs	40	kg	
51	Chicken Breast	35	kg	
52	Chicken Drumstick	40	kg	
53	Chicken Nuggets	18	kg	
54	Chicken Liver	16	kg	
55	Chicken Thighs	40	kg	
56	Beef Steak	22	kg	
57	Ground Pork	11	kg	
58	Pork Chop	60	kg	

### Non-Food

Item No.	Items/Description	Qty.	Unit	Statement of Compliance (indicate Bidder's specifications eg. Brand)
1	Body Lotion, 200ml (baby)	120	bottles	
2	Deo-Lotion, 3ml	240	sachet	
3	Disposable Diaper, Large	6	case	
4	Disposable Diaper, Medium	4	case	
5	Disposable Diaper, Small	2	case	
6	Disposable Diaper, XL	10	case	
7	Dishwashing Soap, 250ml	24	bottles	
8	Fabric Conditioner 800ml	24	bottles	
9	Baby Powder 50g	120	pieces	

10	Sanitary Napkin 8's, with wings	8	case	
11	Shampoo 200ml	6	cases	
12	Toothpaste 190g	120	pieces	

For the Schedule of Delivery of the above-listed items, the supplier and the enduser shall coordinate each with each other for the actual quantity of each item to be delivered each week. The first Delivery shall start within seven (7) calendar days from conformity of Notice to Proceed.

Delivery is Door-to-door to Haven for Women, Alae, Manolo Fortich, Bukidnon.

Note: Bidders must state either "Comply" or "Not Comply" or any equivalent term in the column "Statement of Compliance" against each of the individual parameters of each "Specification".

I hereby commit to comply with all the above requirements.

Name of Company/Bidder

Bidder's Signature over Printed Name

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

# 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 aftersales/parts, if applicable; <u>and</u>
- (f) Original duly signed Omnibus Sworn Statement (OSS);
   and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

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

#### <u>or</u>

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;

<u>or</u>

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.

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

□ (i) [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.

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

## 25 FINANCIAL COMPONENT ENVELOPE

- □ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- $\Box$  (b) Original of duly signed and accomplished Price Schedule(s).

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## **BID FORM**

Date : \_\_\_\_\_ Project Identification No. : 2022-06-0012

*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 Amount and Purpose of of agentCurrencyCommission 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:

# Price Schedule for Goods Offered from Abroad

#### For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ Project ID No.\_\_\_\_ Page \_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name:

Legal Capacity:

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

Duly authorized to sign the Bid for and behalf of:

## Price Schedule for Goods Offered from Within the Philippines

### For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_ Project ID No.\_\_\_\_ Page \_\_\_of \_\_\_

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

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

Legal Capacity:

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

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

#### **Bid Securing Declaration Form**

REPUBLIC OF THE PHILIPPINES) CITY OF \_\_\_\_\_\_) S.S.

#### **BID SECURING DECLARATION Project Identification No.:** <u>2022-06-0012</u>

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]

#### 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. <u>In case advance payment was made or given, failure to perform or deliver any of the</u> 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]

## Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Name: \_\_\_\_\_\_Business Address: \_\_\_\_\_\_

A. Government

Nature of Contract	a. Owner's Name b. Address	Project Cost	Bidder's F		a. Date Awarded b. Date Started	% d Accompl		Value of Outstanding Works
(Project Title)	c. Contact Nos.		Description	%	c. Target Date of Completion	Planned	Actual	(Undelivered Portion)
1	a.				a.			
	b.				b.			
	с.				c.			
2	a.				a.			
	b.				b.			
	с.				с.			

#### B. Private

Nature of Contract	a. Owner's Name b. Address	Project Cost	Bidder's F	Role	a. Date Awarded b. Date Started	% Accompl		Value of Outstanding Works
(Project Title)	c. Contact		Description	%	c. Target Date of	Planned	Actual	(Undelivered Portion)
	Nos.				Completion			
1	a.				a.			
	b.				b.			
	с.				с.			
2	a.				a.			
	b.				b.			
	с.				с.			

Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) Contract or Purchase Order, (b) Official Receipt(s) or Sales Invoice or (c) User's Certificate of Acceptance/Completion

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

## Statement of Single Largest Completed Contract (SLCC) 2 Similar to the Contract to be Bid

Business Name: \_\_\_\_\_\_Business Address: \_\_\_\_\_\_

Nature of Contract (Project Title)	a. Owner's Name b. Address	Proje ct Cost	Bidder's Ro	ole	a. Date Awarded b. Date Started	
	c. Contact Nos.	0050	Description	%	c. Date Completed	
	a.				a.	
	b.				b.	
	с.				c.	

Note: The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

<sup>2</sup> The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.3 of Section III. Bid Data Sheet, a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB Clause 5.3(a) of Section II. Instruction to Bidders.

