

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Supply and Delivery of Food and Non-Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity) IB NO. 2025-10-04-EPA**

Department of Social Welfare and  
Development – Field Office X  
Government of the Republic of the Philippines

**Sixth Edition  
October 21, 2024**

# Table of Contents

<b>Glossary of Acronyms, Terms and Abbreviations .....</b>	<b>3</b>
<b>Section I. Invitation to Bid .....</b>	<b>6</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid.....	11
2. Funding Information.....	11
3. Bidding Requirements.....	11
4. Corrupt, Fraudulent, Collusive and Coercive Practices .....	11
5. Eligible Bidders .....	11
6. Origin of Goods.....	12
7. Subcontracts.....	12
8. Pre-Bid Conference.....	12
9. Clarification and Amendment of Bidding Documents.....	12
10. Documents comprising the Bid: Eligibility and Technical Components.....	12
11. Documents comprising the Bid: Financial Component .....	13
12. Bid Prices .....	13
13. Bid and Payment Currencies.....	14
14. Bid Security.....	14
15. Sealing and Marking of Bids.....	14
16. Deadline of Submission of Bids.....	14
17. Opening and Preliminary Examination of Bids.....	14
18. Domestic Preference.....	15
19. Detailed Evaluation and Comparison of Bids.....	15
20. Post-Qualification.....	15
21. Signing of the Contract.....	16
<b>Section III. Bid Data Sheet.....</b>	<b>17</b>
<b>Section IV. General Conditions of Contract.....</b>	<b>20</b>
1. Scope of Contract.....	21
2. Advance Payment and Terms of Payment.....	21
3. Performance Security.....	21
4. Inspection and Tests.....	21
5. Warranty.....	21
6. Liability of the Supplier.....	22
<b>Section V. Special Conditions of Contract.....</b>	<b>23</b>
<b>Section VI. Schedule of Requirements.....</b>	<b>26</b>
<b>Section VII. Technical Specifications.....</b>	<b>35</b>
<b>Section VIII. Checklist of Technical and Financial Documents.....</b>	<b>41</b>
<b>Section IX. Bidding Forms.....</b>	<b>44</b>

# *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***

DSWD FOX

## Invitation to Bid for Supply and Delivery of Food and Non-Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)

- The Department of Social Welfare and Development Field Office X through the Short of Award - National Expenditure Program for FY 2025 intends to apply the sum of **Twenty Seven Million Nine Hundred Eighty Three Thousand Three Hundred Thirty Three Pesos (Php 27,983,333.00)** only being the Approved Budget for the Contract (ABC) to payments under the contract for the Supply and Delivery of Food and Non-Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity) under IB No. 2025-10-04-EPA. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

Lot 1 – Supply and Delivery of Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)	Php 27,000,000.00
Lot 2 – Supply and Delivery of Non-Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)	Php 983,333.00
<b>TOTAL</b>	<b>PHP 27,983,333.00</b>

- The DSWD FO X now invites bids for the above Procurement Project. 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 percent (25%) 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.
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.
  - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
- Interested bidders may obtain further information from DSWD FO X BAC Secretariat and inspect the Bidding Documents at the address given below during weekdays (except holidays) from **8:00 AM - 5:00 PM starting 22 October 2024**.
- A complete set of Bidding Documents may be acquired by interested bidders on the given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity

shall allow the bidder to present its proof of payment for the fees in person or through e-mail during the conduct of bid opening.

LOT NO	ABC (in Php)	COST (in Php)
LOT 1	27,000,000.00	25,000.00
LOT 2	983,333.00	1,000.00

6. The DSWD FO X will hold a Virtual Pre-Bid Conference through videoconferencing via google meet (<https://meet.google.com/ron-rxho-zmq>) on **30 October 2024, 10:00 AM onwards**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **11 November 2024, 09:00 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 14.
9. Virtual Bid opening through videoconferencing via Google meet shall be on **11 November 2024, 10:00 AM**. 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 of its Bid, which shall be properly sealed and marked, to wit:
  - **ORIGINAL BID (BLUE ENVELOPE)**  
Enclose the Original eligibility and technical documents in one sealed envelope marked "ORIGINAL – TECHNICAL COMPONENT" and the Original financial component in another sealed envelope marked "ORIGINAL – FINANCIAL COMPONENT". Seal both envelopes in an outer envelope marked "ORIGINAL BID"
  - **COPY 1 (RED ENVELOPE)**  
Enclose the certified true copies of eligibility and technical documents in one sealed envelope marked "COPY 1 – TECHNICAL COMPONENT" and the certified true copies of financial component in another sealed envelope marked "COPY 1 – FINANCIAL COMPONENT". Seal both envelopes in an outer envelope marked "COPY 1".
  - **COPY 2 (YELLOW ENVELOPE)**  
Enclose the certified true copies of eligibility and technical documents in one sealed envelope marked "COPY 2 – TECHNICAL COMPONENT" and the certified true copies of financial component in another sealed envelope marked "COPY 2 – FINANCIAL COMPONENT". Seal both envelopes in an outer envelope marked "COPY 2".

The Original Bid, Copy 1, and Copy 2 Envelopes, shall then be CONTAINED in ONE ENVELOPE (OVERALL BID COMPONENT ENVELOPE) duly marked and sealed.

ALL envelopes shall:

- Be addressed to:

THE CHAIRPERSON  
BIDS AND AWARDS COMMITTEE  
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FO X  
MASTERSON AVE., UPPER CARMEN, CAGAYAN DE ORO CITY

- Bear a warning "DO NOT OPEN BEFORE: ....." stating the date & time for opening of bids in accordance with the ITB



- Prospective Bidder is requested to indicate a label or tab marking on each technical and financial documents required to be submitted.

**NOTE:**

- **Only one (1) set of technical component envelope may be submitted in the event of multiple lots to be bid, provided that each lot is specified in the technical documents.**

**NON-CONFORMITY TO THE FOREGOING SHALL BE A GROUND FOR DISQUALIFICATION.**

11. To resolve cases where there is an occurrence of a tie among bidders, i.e., two or more of the bidders have been post-qualified as the Lowest Calculated Responsive Bid (LCRB), the DSWD FO X shall resort to a non-discretionary and non-discriminatory measure such that the same is based on sheer luck or chance as per GPPB Circular No. 06-2005 "Tie-Breaking Method".
12. After the opening and evaluation of bids, the BAC, its staff and personnel, the Secretariat and Technical Working Group (TWG), as well as observers, are prohibited from communicating in any way with any bidder regarding the evaluation of their bids until the issuance of a Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request. Requests for clarification shall be addressed in writing at all times.
13. The DSWD FO X 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.
14. For further information, please refer to:

**ATTY. JUSTINE PHILLIP O. TADEO**  
Head, BAC Secretariat  
DSWD Field Office X  
Masterson Avenue, Upper Carmen, Cagayan de Oro City  
Mobile No. 09762461169  
[bac.fo10@dswd.gov.ph](mailto:bac.fo10@dswd.gov.ph)

15. You may visit the following websites for downloading of Invitation to Bid: [www.philgeps.gov.ph](http://www.philgeps.gov.ph) or <https://fo10.dswd.gov.ph/>

21 October 2024

**GLOFELIA J. UAYAN**  
*Chairperson, Bids and Awards Committee*

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

DSWD FOX

## 1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development Field Office X** wishes to receive Bids for the Supply and Delivery of Food and Non-Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity) with identification number 2025-10-04-EPA.

The Procurement Project (referred to herein as “Project”) is composed of 2 Lots, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **Short of Award - National Expenditure Program for FY 2024** intends to apply the sum of **Twenty-Seven Million Nine Hundred Eighty-Three Thousand Three Hundred Thirty-Three Pesos (Php 27,983,333.00)**.

2.2. The source of funding is the National Expenditure Program.

## 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 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 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 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.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **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 **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 **One Hundred Twenty (120) calendar days from the date of the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

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

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

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

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

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The 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.
- 19.2. 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 **One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20.Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid

through the BIR Electronic Filing and Payment 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**.

DSWD FOX



*Section III. Bid Data Sheet*

DSWD FOX

# Bid Data Sheet

ITB Clause													
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	Subcontracting is not allowed.												
12	No further instruction.												
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than _____ <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than _____ <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p> <p>Amount as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">LOT NO.</th> <th style="text-align: center;">ABC (in Php)</th> <th style="text-align: center;">2%</th> <th style="text-align: center;">5%</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">LOT 1</td> <td style="text-align: right;">27,000,000.00</td> <td style="text-align: right;">540,000.00</td> <td style="text-align: right;">1,350,000.00</td> </tr> <tr> <td style="text-align: center;">LOT 2</td> <td style="text-align: right;">983,333.00</td> <td style="text-align: right;">19,666.66</td> <td style="text-align: right;">49,166.65</td> </tr> </tbody> </table>	LOT NO.	ABC (in Php)	2%	5%	LOT 1	27,000,000.00	540,000.00	1,350,000.00	LOT 2	983,333.00	19,666.66	49,166.65
LOT NO.	ABC (in Php)	2%	5%										
LOT 1	27,000,000.00	540,000.00	1,350,000.00										
LOT 2	983,333.00	19,666.66	49,166.65										
15	Each Bidder shall submit one (1) original and two (2) certified true copies of the first and second components of its Bid. Forms provided in Section IX (Bidding Forms) must be completed without any alterations to their format, and no substitute form shall be accepted.												
19.3	<p>Partial bids are allowed. All Goods are grouped in lots/line items listed below. Bidders shall have the option of submitting a proposal on any or all lots/line items and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">LOT</th> <th style="text-align: center;">ABC (Php)</th> </tr> </thead> <tbody> <tr> <td>Lot 1 – Supply and Delivery of Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)</td> <td style="text-align: right;">27,000,000.00</td> </tr> <tr> <td>Lot 2 – Supply and Delivery of Non-Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)</td> <td style="text-align: right;">983,333.00</td> </tr> </tbody> </table>	LOT	ABC (Php)	Lot 1 – Supply and Delivery of Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)	27,000,000.00	Lot 2 – Supply and Delivery of Non-Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)	983,333.00						
LOT	ABC (Php)												
Lot 1 – Supply and Delivery of Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)	27,000,000.00												
Lot 2 – Supply and Delivery of Non-Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)	983,333.00												
20.1	<p>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:</p> <p>1) Latest income tax returns (ITR) (covering the immediately preceding and paid through Electronic Filing and Payment System (eFPS) of the BIR; and</p>												

	2) Latest business tax returns (BTR) <sup>1</sup> (for the last six (6) months preceding the date of bid submission) filed through the Electronic Filing and Payment System (eFPS) of the BIR.
21.2	No further instructions.

<sup>1</sup> Latest Business Tax Returns refers to Value Added Tax (VAT) or Percentage tax returns pursuant to BIR Revenue Regulation 3-2005

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

DSWD FOX

## **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 (Terms of Reference)** 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.

DSWD FOIA

## ***Section V. Special Conditions of Contract***

# Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are specified in <b>Section VI (Schedule of Requirements)</b>. 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><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p><b>Insurance –</b></p> <p>The Goods supplied under this Contract shall be fully insured by the</p>



	<p>Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. 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><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be in accordance to the “Terms of Payment” indicated in Section VI. Schedule of Requirements.
4	No further instructions.

## ***Section VI. Schedule of Requirements***

# *Schedule of Requirements*

## **Lot 1 – Supply and Delivery of Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)**

ITEM NO.	PARTICULAR	TOTAL QTY	UNIT
1	<b>Rice</b> - Long Grain/Class A - 80% Whole Grain - Free from insect infestations and other impurities and foul smell - 25kg per sack	90,000	Kg
2	<b>Baguio Beans</b> - not less than 4-5 inches in length - green in color	6,270	Kg
3	<b>Table Banana Lakatan</b> - not less than 10 pcs per kilo - not less than 5 inches long - 70%-80% Ripe upon Delivery	9,250	Kg
4	<b>Cabbage</b> - Medium-sized - between 7-10cm radius	8,250	Kg
5	<b>Canned Tuna Flakes</b> - 175G	65,000	Can
6	<b>Carrots</b> - Medium-sized - not less than 5 inches long	14,125	Kg
7	<b>Dry Bihon</b> - 250 G	3,423	Pack
8	<b>Egg</b> - Medium-sized - not less than 30g per piece	125,000	Pc
9	<b>Eggplant</b> - Medium-sized - not less than 5 inches long	5,400	Kg
10	<b>Fish</b> - Medium-sized - not less than 7 inches per piece - the variety should be lesser bones - whole not steak	23,250	Kg
11	<b>Green Monggo</b> - Not Shiny	2,400	Kg
12	<b>Onion</b> - Medium-sized - 2-3 inches in diameter	1,403	Kg
13	<b>Pineapple</b>	9,500	Kg

	<ul style="list-style-type: none"> <li>- 70%-80% Ripe upon delivery</li> <li>- not less than 8 inches in height excluding the crown</li> </ul>		
14	<b>Dry Pancit Canton</b> <ul style="list-style-type: none"> <li>- 250 G</li> </ul>	3,423	Pack
15	<b>Potatoes</b> <ul style="list-style-type: none"> <li>- Medium-sized</li> <li>- between 3-4 inches</li> </ul>	4,500	Kg
16	<b>Ponkan</b> <ul style="list-style-type: none"> <li>- Medium-sized</li> <li>- not less than 7cm in diameter</li> </ul>	125,000	Pc
17	<b>Sayote</b> <ul style="list-style-type: none"> <li>- Medium-sized</li> <li>- not less than 6 to 7 inches in length</li> </ul>	10,230	Kg
18	<b>Soy Sauce</b> <ul style="list-style-type: none"> <li>- 200ml Tetra Pack</li> <li>- should have a Halal Seal</li> </ul>	14,985	Pack
19	<b>String beans</b> <ul style="list-style-type: none"> <li>- not less than 1 kg per bundle</li> </ul>	12,210	Kg
20	<b>Vegetable Oil</b> <ul style="list-style-type: none"> <li>- 500ml-Tetra Pack</li> <li>- should have a Halal Seal</li> </ul>	11,127	Pack
21	<b>Whole Dressed Chicken</b> <ul style="list-style-type: none"> <li>- w/o neck</li> <li>- not less than 1 kg</li> <li>- frozen</li> <li>- stored in ice- chest with ice upon delivery</li> </ul>	27,750	Kg
22	<b>Garlic</b> <ul style="list-style-type: none"> <li>- Medium-sized</li> <li>- 1 ¼ to 1 ¾ inches in diameter</li> </ul>	1,207	Kg
23	<b>Salt Iodized</b> <ul style="list-style-type: none"> <li>- 250g</li> </ul>	941	Pack
24	<b>Squash</b> <ul style="list-style-type: none"> <li>- not less than 1 kg per piece</li> </ul>	10,396	Kg

## SET A – DELIVERY SCHEDULE

ITEM NO.	PARTICULARS	UNIT	1ST DELIVERY	3RD DELIVERY	5TH DELIVERY	7TH DELIVERY	9TH DELIVERY	11TH DELIVERY	13TH DELIVERY	15TH DELIVERY	17TH DELIVERY	19TH DELIVERY	21ST DELIVERY	23RD DELIVERY	25TH DELIVERY
			QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
1	Rice	Kg	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,504
2	Baguio Beans	Kg	330	330	330	330	330	330	330	330	330	330	330	330	330
3	Table Banana Lakatan	Kg	370	370	370	370	370	370	370	370	370	370	370	370	370
4	Cabbage	Kg	330	330	330	330	330	330	330	330	330	330	330	330	330
5	Canned Tuna Flakes	Can	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
6	Carrots	Kg	565	565	565	565	565	565	565	565	565	565	565	565	565
7	Dry Bihon	Pack	-	0	0	0	0	0	0	0	0	0	0	0	0
8	Egg	Pc	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
9	Eggplant	Kg	-	0	0	0	0	0	0	0	0	0	0	0	0
10	Fish	Kg	750	750	750	750	750	750	750	750	750	750	750	750	750
11	Green Monggo	Kg	-	0	0	0	0	0	0	0	0	0	0	0	0
12	Onion	Kg	52.5	52.5	52.5	52.5	52.5	52.5	52.5	52.5	52.5	52.5	52.5	52.5	53
13	Pineapple	Kg	500	500	500	500	500	500	500	500	500	500	500	500	500
14	Dry Pancit Canton	Pack	-	0	0	0	0	0	0	0	0	0	0	0	0
15	Potatoes	Kg	180	180	180	180	180	180	180	180	180	180	180	180	180
16	Ponkan	Pc	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
17	Sayote	Kg	330	330	330	330	330	330	330	330	330	330	330	330	330
18	Soy Sauce	Pack	405	405	405	405	405	405	405	405	405	405	405	405	405
19	String beans	Kg	330	330	330	330	330	330	330	330	330	330	330	330	330
20	Vegetable Oil	Pack	417	417	417	417	417	417	417	417	417	417	417	417	411
21	Whole Dressed Chicken	Kg	750	750	750	750	750	750	750	750	750	750	750	750	750
22	Garlic	Kg	37.5	37.5	37.5	37.5	37.5	37.5	37.5	37.5	37.5	37.5	37.5	37.5	37
23	Salt Iodized	Pack	35	35	35	35	35	35	35	35	35	35	35	35	41
24	Squash	Kg	495	495	495	495	495	495	495	495	495	495	495	495	496

## SET B – DELIVERY SCHEDULE

ITEM NO.	PARTICULARS	UNIT	2ND DELIVERY	4TH DELIVERY	6TH DELIVERY	8TH DELIVERY	10TH DELIVERY	12TH DELIVERY	14TH DELIVERY	16TH DELIVERY	18TH DELIVERY	20TH DELIVERY	22ND DELIVERY	24TH DELIVERY
			QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
1	Rice	Kg	3708	3708	3708	3708	3708	3708	3708	3708	3708	3708	3708	3708
2	Baguio Beans	Kg	165	165	165	165	165	165	165	165	165	165	165	165
3	Table Banana Lakatan	Kg	370	370	370	370	370	370	370	370	370	370	370	370
4	Cabbage	Kg	330	330	330	330	330	330	330	330	330	330	330	330
5	Canned Tuna Flakes	Can	0	0	0	0	0	0	0	0	0	0	0	0
6	Carrots	Kg	565	565	565	565	565	565	565	565	565	565	565	565
7	Dry Bihon	Pack	285	285	285	285	285	285	285	285	285	285	285	288
8	Egg	Pc	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
9	Eggplant	Kg	450	450	450	450	450	450	450	450	450	450	450	450
10	Fish	Kg	1125	1125	1125	1125	1125	1125	1125	1125	1125	1125	1125	1125
11	Green Monggo	Kg	200	200	200	200	200	200	200	200	200	200	200	200
12	Onion	Kg	60	60	60	60	60	60	60	60	60	60	60	60
13	Pineapple	Kg	250	250	250	250	250	250	250	250	250	250	250	250
14	Dry Pancit Canton	Pack	286	286	286	286	286	286	286	286	286	286	286	277
15	Potatoes	Kg	180	180	180	180	180	180	180	180	180	180	180	180
16	Ponkan	Pc	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
17	Sayote	Kg	495	495	495	495	495	495	495	495	495	495	495	495
18	Soy Sauce	Pack	810	810	810	810	810	810	810	810	810	810	810	810
19	String beans	Kg	660	660	660	660	660	660	660	660	660	660	660	660
20	Vegetable Oil	Pack	476	476	476	476	476	476	476	476	476	476	476	476
21	Whole Dressed Chicken	Kg	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
22	Garlic	Kg	60	60	60	60	60	60	60	60	60	60	60	60
23	Salt Iodized	Pack	40	40	40	40	40	40	40	40	40	40	40	40
24	Squash	Kg	330	330	330	330	330	330	330	330	330	330	330	330

**NOTE:**

- ✚ Service provider commit to support the EPAHP partners Community Social Groups (CSG) also term as Community Based Organization (CBO) products.
- ✚ Service provider shall indicate/specify the brand name of the product base on the bid offer.

**A. PRICE:** Prices stated in this PR are inclusive of delivery costs, labor cost and packaging.

**B. DELIVERY SITES:**

1. Municipalities in Lanao del Sur (Free delivery to sites)

**C. DELIVERY SCHEDULE:**

- ✚ Delivery schedule is every Monday
- ✚ Within the attached schedule of delivery and timeline.

**D. PERFORMANCE EVALUATION:**

The supplier, should the BAC through the TWG/End-User deem it appropriate, may be subjected to performance evaluation, e.g. Performance Evaluation Report from the End-User of the Procuring Entity and/or Performance Evaluation Report from any and/or all the agencies/offices to whom the supplier has supplied similar/the same goods subject of this procurement activity, whichever is applicable.

The performance evaluation, should the BAC deem it necessary prior to awarding, must yield a rating of at least Satisfactory (75%) basing the same evaluation to the following criteria:

Compliance to the following:

1. Delivery Schedule – 25% (Pass/Fail);
2. Delivery of Perishable Goods – 25% (Pass/Fail);
3. Technical Specifications – 25% (Pass/Fail);
4. General Terms and Conditions – 25% (Pass/Fail)

**E. PERISHABLE GOODS:**

Frozen goods should have a good amount of insulation to maintain the cold temperature while vegetables and fruits need to be wrapped in plastic or foil. Items should be produced locally. Provide buffer 10% of each item every delivery.

**F. UNLOADING OF ITEMS:**

Provide at least 6 persons (manpower) for unloading and segregation of items.

**G. WEIGHING SCALE:**

Provide at least 3 working weighing scales during the delivery

**H. PACKAGING:**

Provide crates during deliveries for assembly of items with label and quantity per item to prevent damage or deterioration during transit to their final destination.

**I. Provide CLEAN TRAPAL and STACKABLE MULTI-PURPOSE CRATES** (59.5cm Length, 39.5 cm Width, 31cm Height) according to the number barangays during deliveries for assembly of items with label and quantity of items per barangay.

**J. STORAGE:**

The supplier should provide a chest freezer that has a storage of not less than 200L and has a lock key function to be used in the target area for 180 days.

**K. INSPECTION AND FINAL ACCEPTANCE:**

Inspection and Final Acceptance shall be done in the identified drop off areas and shall be presented in every delivery to C/MAT (Pantawid or SLP) Inspector and Acceptor.

**L. PROOF OF DELIVERY:**

Sales Invoice/The Delivery Receipts/Acknowledgment Receipts/Tally Sheets must be signed by authorized person to support claims for payment.

**M. PAYMENT TERMS:**

Payment will be made within 60 working days upon submission of complete and correct supporting documents of the delivery.

**N. BREAKDOWN:**

Breakdown per item of quantity per drop off areas/delivery sites referring to the Distribution Sheet provided by the end-user

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

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

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

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

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

**\*\*\*THIS DOCUMENT MUST BE ATTACHED TO THE  
TECHNICAL SPECIFICATIONS\*\*\***



**Lot 2 – Supply and Delivery of Non-Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)**

ITEM NO.	PARTICULAR	QTY	UNIT
1	<b>Tablespoon</b> <ul style="list-style-type: none"> <li>- Stainless Steel Solid</li> <li>- Minimum length is 18cm</li> <li>- Thickness: Head-1mm, Handle -2mm</li> </ul>	5000	Pc
2	<b>Fork</b> <ul style="list-style-type: none"> <li>- Stainless Steel Solid</li> <li>- Minimum length is 18cm</li> <li>- Thickness: Head -1mm, Handle-2mm</li> </ul>	5000	Pc
3	<b>Lunchbox</b> <ul style="list-style-type: none"> <li>- Hard Plastic with lid, having 3 compartments with 2-inches depth</li> <li>- rectangular in shape</li> <li>- assorted color</li> <li>- BPA free</li> </ul>	5000	Pc
4	<b>Drinking Tumbler</b> <ul style="list-style-type: none"> <li>- Hard Plastic with lid</li> <li>- Holds 500 ml of liquid</li> <li>- Assorted color</li> <li>- BPA free</li> </ul>	5000	Pc
5	<b>Carajay/Wok</b> <ul style="list-style-type: none"> <li>- Diameter: at least 24 in</li> <li>- Size: Number 1</li> <li>- Aluminum (double handled)</li> </ul>	100	Pc
6	<b>Kaldero/Pot/Casserole</b> <ul style="list-style-type: none"> <li>- Length: Diameter at least 14 in</li> <li>- Height: at least 9in</li> <li>- F. Size: number 1</li> <li>- Design: double-handled; Aluminum;</li> </ul>	100	Pc
7	<b>Serving Ladle/Soup Ladle</b> <ul style="list-style-type: none"> <li>- Length: from tip to scooper at least 24cm</li> <li>- Diameter of scooper: at least 4 inches</li> <li>- Material: metal</li> </ul>	100	Pc
8	<b>Chopping Board</b> <ul style="list-style-type: none"> <li>- Rectangular in shape</li> <li>- White in color</li> <li>- Material: Plastic</li> <li>- width-height-length: 25cmx1cmx35cm</li> </ul>	100	Pc
9	<b>Knife</b> <ul style="list-style-type: none"> <li>- chef's knife</li> <li>- stainless steel blade of appropriate grade</li> <li>- wood or plastic handle</li> <li>- length is 8" minimum</li> <li>- blade base min of 1.5mm measured at the middle of the blade (thickness)</li> </ul>	100	Pc

**NOTE:**

- ✚ Service provider commit to support the EPAHP partners Community Social Groups (CSG) also term as Community Based Organization (CBO) products.
- ✚ Service provider shall indicate/specify the brand name of the product base on the bid offer.

**A. PRICE:** Prices stated in this PR are inclusive of delivery costs, labor cost and packaging.

**B. DELIVERY SITES:**

1. Municipalities in Lanao del Sur (Free delivery to sites)

**C. DELIVERY SCHEDULE:**

Within the attached schedule of delivery and timeline. **One time delivery only.**

**D. PERFORMANCE EVALUATION:**

The supplier, should the BAC through the TWG/End-User deem it appropriate, may be subjected to performance evaluation, e.g. Performance Evaluation Report from the End-User of the Procuring Entity and/or Performance Evaluation Report from any and/or all the agencies/offices to whom the supplier has supplied similar/the same goods subject of this procurement activity, whichever is applicable.

The performance evaluation, should the BAC deem it necessary prior to awarding, must yield a rating of at least Satisfactory (75%) basing the same evaluation to the following criteria:

Compliance to the following:

1. Delivery Schedule – 25% (Pass/Fail);
2. Delivery of Perishable Goods – 25% (Pass/Fail);
3. Technical Specifications – 25% (Pass/Fail);
4. General Terms and Conditions – 25% (Pass/Fail)

**E. UNLOADING OF ITEMS:**

Provide at least 6 persons (manpower) for unloading and segregation of items.

**F. PACKAGING:**

Provide crates during deliveries for assembly of items with label and quantity per item to prevent damage or deterioration during transit to their final destination.

**G. Provide CLEAN TRAPAL and STACKABLE MULTI-PURPOSE CRATES** (59.5cm Length, 39.5 cm Width, 31cm Height) according to the number barangays during deliveries for assembly of items with label and quantity of items per barangay.

**H. INSPECTION AND FINAL ACCEPTANCE:**

Inspection and Final Acceptance shall be done in the identified drop off areas and shall be presented in every delivery to C/MAT (Pantawid or SLP) Inspector and Acceptor.

**I. PROOF OF DELIVERY:**

Sales Invoice/The Delivery Receipts/Acknowledgment Receipts/Tally Sheets must be signed by authorized person to support claims for payment.

**J. PAYMENT TERMS:**

Payment will be made within 60 working days upon submission of complete and correct supporting documents of the delivery.

**K. BREAKDOWN:**

Breakdown per item of quantity per drop off areas/delivery sites referring to the Distribution Sheet provided by the end-user

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

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

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

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

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

**\*\*\*THIS DOCUMENT MUST BE ATTACHED TO THE  
TECHNICAL SPECIFICATIONS\*\*\***

## ***Section VII. Technical Specifications***

# *Technical Specifications*

## **Lot 1 – Supply and Delivery of Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)**

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

ITEM NO.	PARTICULAR	QTY	UNIT	STATEMENT OF COMPLIANCE
1	<b>Rice</b> - Long Grain/ Class A - 80% Whole Grain - Free from insect infestations and other impurities and foul smell - 25kg per sack	90,000	Kg	
2	<b>Baguio Beans</b> - not less than 4-5 inches in length - green in color	6,270	Kg	
3	<b>Table Banana Lakatan</b> - not less than 10 pcs per kilo - not less than 5 inches long - 70%-80% Ripe upon Delivery	9,250	Kg	
4	<b>Cabbage</b> - Medium-sized - between 7-10cm radius	8,250	Kg	
5	<b>Canned Tuna Flakes</b> - 175G	65,000	Can	
6	<b>Carrots</b> - Medium-sized - not less than 5 inches long	14,125	Kg	
7	<b>Dry Bihon</b> - 250 G	3,423	Pack	
8	<b>Egg</b> - Medium-sized - not less than 30g per piece	125,000	Pc	
9	<b>Eggplant</b> - Medium-sized - not less than 5 inches long	5,400	Kg	
10	<b>Fish</b> - Medium-sized - not less than 7 inches per piece - the variety should be lesser bones - whole not steak	23,250	Kg	
11	<b>Green Monggo</b> - Not Shiny	2,400	Kg	
13	<b>Onion</b> - Medium-sized - 2-3 inches in diameter	1,403	Kg	
14	<b>Pineapple</b> - 70%-80% Ripe upon delivery	9,500	Kg	

	- not less than 8 inches in height excluding the crown			
15	<b>Dry Pancit Canton</b> - 250 G	3,423	Pack	
16	<b>Potatoes</b> - Medium-sized - between 3-4 inches	4,500	Kg	
17	<b>Ponkan</b> - Medium-sized - not less than 7cm in diameter	125,000	Pc	
18	<b>Sayote</b> - Medium-sized - not less than 6 to 7 inches in length	10,230	Kg	
19	<b>Soy Sauce</b> - 200ml Tetra Pack - should have a Halal Seal	14,985	Pack	
20	<b>String beans</b> - not less than 1 kg per bundle	12,210	Kg	
21	<b>Vegetable Oil</b> - 500ml-Tetra Pack - should have a Halal Seal	11,127	Pack	
22	<b>Whole Dressed Chicken</b> - w/o neck - not less than 1 kg - frozen - stored in ice- chest with ice upon delivery	27,750	Kg	
23	<b>Garlic</b> - Medium-sized - 1 ¼ to 1 ¾ inches in diameter	1,207	Kg	
24	<b>Salt Iodized</b> - 250g	941	Pack	
25	<b>Squash</b> - not less than 1 kg per piece	10,396	Kg	

**NOTE:**

- ✚ Service provider commit to support the EPAHP partners Community Social Groups (CSG) also term as Community Based Organization (CBO) products.
- ✚ Service provider shall indicate/specify the brand name of the product base on the bid offer.

**A. PRICE:** Prices stated in this PR are inclusive of delivery costs, labor cost and packaging.

**B. DELIVERY SITES:**

1. Municipalities in Lanao del Sur (Free delivery to sites)

**C. DELIVERY SCHEDULE:**

- ✚ Delivery schedule is every Monday
- ✚ Within the attached schedule of delivery and timeline.

**D. PERFORMANCE EVALUATION:**

The supplier, should the BAC through the TWG/End-User deem it appropriate, may be subjected to performance evaluation, e.g. Performance Evaluation Report from the End-User of the Procuring Entity and/or Performance Evaluation Report from any and/or all the agencies/offices to whom the supplier has supplied similar/the same goods subject of this procurement activity, whichever is applicable.

The performance evaluation, should the BAC deem it necessary prior to awarding, must yield a rating of at least Satisfactory (75%) basing the same evaluation to the following criteria:

Compliance to the following:

1. Delivery Schedule – 25% (Pass/Fail);
2. Delivery of Perishable Goods – 25% (Pass/Fail);
3. Technical Specifications – 25% (Pass/Fail);
4. General Terms and Conditions – 25% (Pass/Fail)

**E. PERISHABLE GOODS:**

Frozen goods should have a good amount of insulation to maintain the cold temperature while vegetables and fruits need to be wrapped in plastic or foil. Items should be produced locally. Provide buffer 10% of each item every delivery.

**F. UNLOADING OF ITEMS:**

Provide at least 6 persons (manpower) for unloading and segregation of items.

**G. WEIGHING SCALE:**

Provide at least 3 working weighing scales during the delivery

**H. PACKAGING:**

Provide crates during deliveries for assembly of items with label and quantity per item to prevent damage or deterioration during transit to their final destination.

**I. Provide CLEAN TRAPAL and STACKABLE MULTI-PURPOSE CRATES** (59.5cm Length, 39.5 cm Width, 31cm Height) according to the number barangays during deliveries for assembly of items with label and quantity of items per barangay.

**J. STORAGE:**

The supplier should provide a chest freezer that has a storage of not less than 200L and has a lock key function to be used in the target area for 180 days.

**K. INSPECTION AND FINAL ACCEPTANCE:**

Inspection and Final Acceptance shall be done in the identified drop off areas and shall be presented in every delivery to C/MAT (Pantawid or SLP) Inspector and Acceptor.

**L. PROOF OF DELIVERY:**

Sales Invoice/The Delivery Receipts/Acknowledgment Receipts/Tally Sheets must be signed by authorized person to support claims for payment.

**M. PAYMENT TERMS:**

Payment will be made within 60 working days upon submission of complete and correct supporting documents of the delivery.

**N. BREAKDOWN:**

Breakdown per item of quantity per drop off areas/delivery sites referring to the Distribution Sheet provided by the end-user

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

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

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

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

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

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

## Lot 2 – Supply and Delivery of Non-Food Items for Supplementary Feeding of BangUn Program (Early Procurement Activity)

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

ITEM NO.	PARTICULAR	QTY	UNIT	STATEMENT OF COMPLIANCE
1	<b>Tablespoon</b> <ul style="list-style-type: none"> <li>- Stainless Steel Solid</li> <li>- Minimum length is 18cm</li> <li>- Thickness: Head-1mm, Handle -2mm</li> </ul>	5000	Pc	
2	<b>Fork</b> <ul style="list-style-type: none"> <li>- Steel Solid</li> <li>- Minimum length is 18cm</li> <li>- Thickness: Head -1mm, Handle-2mm</li> </ul>	5000	Pc	
3	<b>Lunchbox</b> <ul style="list-style-type: none"> <li>- Hard Plastic with lid, having 3 compartments with 2-inches depth</li> <li>- rectangular in shape</li> <li>- assorted color</li> <li>- BPA free</li> </ul>	5000	Pc	
4	<b>Drinking Tumbler</b> <ul style="list-style-type: none"> <li>- Hard Plastic with lid</li> <li>- Holds 500 ml of liquid</li> <li>- Assorted color</li> <li>- BPA free</li> </ul>	5000	Pc	
5	<b>Carajay/Frying Pan/Wok</b> <ul style="list-style-type: none"> <li>- Diameter: atleast 24 in</li> <li>- Size: Number 1</li> <li>- Aluminum (double handled)</li> </ul>	100	Pc	
6	<b>Kaldero/Pot/Casserole</b> <ul style="list-style-type: none"> <li>- Length: Diameter at least 14 in</li> <li>- Height: at least 9in</li> <li>- F. Size: number 1</li> <li>- Design: double-handled; Aluminum;</li> </ul>	100	Pc	
7	<b>Serving Ladle/Soup Ladle</b> <ul style="list-style-type: none"> <li>- Length: from tip to scooper at least 24cm</li> <li>- Diameter of scooper: at least 4 inches</li> <li>- Material: metal</li> </ul>	100	Pc	
8	<b>Chopping Board</b> <ul style="list-style-type: none"> <li>- Rectangular in shape</li> <li>- White in color</li> <li>- Material: Plastic</li> <li>- width-height-length:</li> </ul>	100	Pc	

	25cmx1cmx35cm			
9	<b>Knife</b> - chef's knife - stainless steel blade of appropriate grade - wood or plastic handle - length is 8" minimum - blade base min of 1.5mm measured at the middle of the blade (thickness)	100	Pc	

**NOTE:**

- ✚ Service provider commit to support the EPAHP partners Community Social Groups (CSG) also term as Community Based Organization (CBO) products.
- ✚ Service provider shall indicate/specify the brand name of the product base on the bid offer.

- A. **PRICE:** Prices stated in this PR are inclusive of delivery costs, labor cost and packaging.
- B. **DELIVERY SITES:**
1. Municipalities in Lanao del Sur (Free delivery to sites)
  2. Delivery schedule is every Monday
- C. **DELIVERY SCHEDULE:**  
Within the attached schedule of delivery and timeline.
- D. **UNLOADING OF ITEMS:**  
Provide at least 6 persons (manpower) for unloading and segregation of items.
- E. **PACKAGING:**  
Provide crates during deliveries for assembly of items with label and quantity per item to prevent damage or deterioration during transit to their final destination.
- F. **Provide CLEAN TRAPAL and STACKABLE MULTI-PURPOSE CRATES** (59.5cm Length, 39.5 cm Width, 31cm Height) according to the number barangays during deliveries for assembly of items with label and quantity of items per barangay.
- G. **INSPECTION AND FINAL ACCEPTANCE:**  
Inspection and Final Acceptance shall be done in the identified drop off areas and shall be presented in every delivery to C/MAT (Pantawid or SLP) Inspector and Acceptor.
- H. **PROOF OF DELIVERY:**  
Sales Invoice/The Delivery Receipts/Acknowledgment Receipts/Tally Sheets must be signed by authorized person to support claims for payment.
- I. **PAYMENT TERMS:**  
Payment will be made within 60 working days upon submission of complete and correct supporting documents of the delivery.
- J. **BREAKDOWN:**  
Breakdown per item of quantity per drop off areas/delivery sites referring to the Distribution Sheet provided by the end-user

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

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

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

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

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

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 shall include delivery schedule, manpower requirements, and after-sales warranty; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); in the case of a corporation, partnership or cooperative, an Original Notarized Secretary's Certificate or Board Resolution authorizing the representative; or Original Notarized Special Power of Attorney of all members of the joint venture giving full power and authority to its authorized representative to sign the OSS; or Original Notarized Special Power of Attorney executed in favor of the authorized representative in case of sole-proprietorship to 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.

#### 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.

**II. FINANCIAL COMPONENT ENVELOPE**

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

## ***Section IX. Bidding Forms***

**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 Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “None”) ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

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

Legal capacity: \_\_\_\_\_

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

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

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

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ 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)
<b>TOTAL CONTRACT/BID PRICE</b> (inclusive of all applicable taxes)									

NOTES: In case of discrepancy, provision stipulated in Section 32.2.3 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184 shall be followed.

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

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

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

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

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods 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)

NOTES: In case of discrepancy, provision stipulated in Section 32.2.3 of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184 shall be followed.

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

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

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

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



## **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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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]*

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

**B. Private**

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

*Note: The Notice of Award or Contract/Purchase Order or Notice to Proceed 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.*

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

Legal capacity: \_\_\_\_\_

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

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

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

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

---

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

Business Address: \_\_\_\_\_

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: The following documents must be attached to support this statement: (a) Sales Invoice<sup>3</sup> or (b) User's Certificate of Acceptance/Completion<sup>3</sup> or (c) Official Receipts<sup>3</sup>

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 of Section II. Instruction to Bidders.

<sup>3</sup> Pursuant to GPPB Circular No. 04-2020 under Clause 6.1 (k) (ii) and 6.4.

DSWD FOI X



DSWD FOX