



REPUBLIC OF THE PHILIPPINES
**DEPARTMENT OF SOCIAL WELFARE AND
DEVELOPMENT FIELD OFFICE XII**
PUROK BUMANAAG, BRGY. ZONE III, KORONADAL CITY, 9506

BIDDING DOCUMENTS
FOR THE
Re-bidding of Supply and Delivery of
Nutribun for the use of Supplementary
Feeding Program Cycle 12
Implementation- Lot 3 to Lot 4

Project Reference No. DSWD12-SFP-PB2-2022-008

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	9
1. Scope of Bid	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders.....	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	
Error! Bookmark not defined.	
9. Clarification and Amendment of Bidding Documents	11
10. Documents comprising the Bid: Eligibility and Technical Components	11
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	12
13. Bid and Payment Currencies	13
14. Bid Security	13
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	13
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	14
20. Post-Qualification	14
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	20
1. Scope of Contract	21
2. Advance Payment and Terms of Payment	21
3. Performance Security	21
4. Inspection and Tests	21
5. Warranty	22
6. Liability of the Supplier	22
Section V. Special Conditions of Contract	23
Section VI. Schedule of Requirements	27
Section VII. Technical Specifications	36
Section VIII. Checklist of Technical and Financial Documents	37

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – **Government** Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE

Re-bidding of Supply and Delivery of Nutribun for the use of Supplementary Feeding Program Cycle 12 Implementation- Lot 3 to Lot 4

1. The **Department of Social Welfare and Development Field Office XII**, through the Government of the Philippines (GOP) under General Appropriations Act (GAA) 2022 intends to apply the allocated sum as stated below being the ABC to payments under the contract for each of the following lot/item:
 - a. **Four Million Six Hundred Seventeen Thousand Pesos Only (Php4,617,000.00) for DSWD12-SFP-PB2-2022-008 Re-Bidding of Supply and Delivery of Nutribun for the use of Supplementary Feeding Program Cycle 12 Implementation- Lot 3 South Cotabato Province; and**
 - b. **Five Million Seven Hundred Thirty-eight Thousand and One Hundred Seventy-five Pesos Only (Php5,738,175.00) for DSWD12-SFP-PB2-2022-008 Re-Bidding of Supply and Delivery of Nutribun for the use of Supplementary Feeding Program Cycle 12 Implementation- Lot 4 Sarangani Province and General Santos City**
2. The **Department of Social Welfare and Development Field Office XII** now invites bids for the above Procurement Projects. Delivery of the Goods is required by ***Sixty (60) Working Days or three (3) months from the receipt of the approved Purchase Order.*** Bidders should have completed, within ***Two (2) years (from October 12, 2020 to October 12, 2022)*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *DSWD FO XII Bids and Awards Committee (BAC) Secretariat* through the contact details given below and inspect the Bidding Documents at the address given below during office hours.

5. A complete set of Bidding Documents may be acquired by interested Bidders from **September 29, 2022 to October 12, 2022, 4:00pm**, from 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, in the amount of Php 5,000.00 for Lot 3 South Cotabato Province and Php 10,000.00 for Lot 4 Sarangani Province and General Santos City. The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and DSWD FO 12 website. The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, **on or before October 12, 2022, 5:00 p.m. Late bids shall not be accepted.**
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening and evaluation shall be on **October 13, 2022, 10:00 a.m.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The **Department of Social Welfare and Development Field Office XII** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

DSWD FO XII-BAC Secretariat
Administrative Division-Procurement Section
Department of Social Welfare and Development FO XII
Purok Bumanaag, Brgy. Zone III, Koronadal City
Email Address: procurement.fo12@dswd.gov.ph
Telephone No. +63 (083)-228-8637
11. You may visit the following websites:

<https://fo12.dswd.gov.ph/bid-bulletin/>
<https://www.philgeps.gov.ph>

August 28, 2022

(Sgd.)BAILANO SALIK-ALI, RSW
BAC Chairperson, DSWD FO XII

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Department of Social Welfare and Development Field Office XII** wishes to receive Bids for the **Re-bidding of Supply and Delivery of Nutribun for the use of Supplementary Feeding Program Cycle 12 Implementation- Lot 3 to Lot 4**, with Project Reference No. **DSWD12-SFP-PB2-2022-008**.

The Procurement Project (referred to herein as “Project”) is composed of *two* (2) line items, 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 *FY 2022* in the amount of **Ten Million Three Hundred Fifty-five Thousand One Hundred Seventy-five Pesos Only (Php10, 355,175.00)**.

2.2. The source of funding is General Appropriations Act *FY 2022*

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 one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least twenty-five percent (25%) of the ABC.**

In case the supplier is not able to provide a single similar completed contract equivalent to 25% of the ABC, the procuring entity allows the submission of two (2) similar contracts whose aggregate amount must be at least equivalent to the required percentage, and the largest of the similar contracts of which amounts to at least 50% of the required percentage.

- 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 Procuring Entity has prescribed that **Subcontracting is not allowed.**

8. 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.**

9. 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.

10. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

11. Bid Prices

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

12. 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. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *February 12, 2022*. **Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.**

14. Sealing and Marking of Bids

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

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

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

-Online submission of bids shall not be allowed by the Procuring Entity

15. Deadline for Submission of Bids

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

16. 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.

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

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.

17. Domestic Preference

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

18. 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 may be. 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.

19. Post-Qualification

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**.

20. 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	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Items similar or within the definitions of the goods to be procured.</i> b. Completed within two (2) years (from October 12, 2020 to October 12, 2022) prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed</i>
10	<p>Documents comprising the Bid: Eligibility and Technical Components</p> <ul style="list-style-type: none"> A. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents). <ul style="list-style-type: none"> <li style="text-align: center;"><u>*One (1) mother Envelope for Technical Component Documents, composed of three (3) sub envelopes for (ORIGINAL, COPY 1, and COPY 2).</u> B. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents). <ul style="list-style-type: none"> <li style="text-align: center;"><u>*One (1) mother Envelope for Financial Component Documents, composed of three (3) sub envelopes for (ORIGINAL, COPY 1, and COPY 2).</u>
12	The price of the Goods shall be quoted DDP <i>in Region XII</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>The amount of not less than <i>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> <ul style="list-style-type: none"> a. The amount of not less than <i>5% of ABC</i>, if bid security is in Surety Bond.
17	<ul style="list-style-type: none"> a. Failure to submit a copy of the Single Largest Completed Contract (SLCC) with proof of completion is a valid ground for disqualification of the bidder. b. In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, the prospective bidder should attach as part of the bidding documents the expired Certificate of Registration and proof of its renewal to

	<p>PhilGEPS. Renewed PhilGEPS Registration Certificate shall be submitted as a post-qualification requirement and/or before payment, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.</p> <p>c. In case the valid Mayor’s Permit is not available during bid submission, the prospective bidder should attach as part of the bidding documents the expired Mayor’s Permit and its proof of renewal. Renewed Mayor’s Permit shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</p> <p>d. In case Registration Certificates from SEC, DTI, and CDA are expired during bid submission, the same shall be included in the bidding documents with attached proof or evidence of renewal.</p> <p>e. Erasures, tampering, and other alterations found on any part of the bidding forms and documents without countersignature of the owner or its authorized representative during the bid opening shall be an outright ground for disqualification of bids.</p> <p>f. Failure to attach any documents required by the procuring entity as part of the bidding documents shall also be an outright ground for disqualification of bids.</p>
19.3	<p><i>a. Four Million Six Hundred Seventeen Thousand Pesos Only (Php4,617,000.00) for DSWD12-SFP-2022-008 Bidding of Supply and Delivery of Nutribun for the use of Supplementary Feeding Program Cycle 12 Implementation- Lot 3 South Cotabato Province; and</i></p> <p><i>b. Five Million Seven Hundred Thirty-eight Thousand and One Hundred Seventy-five Pesos Only (Php5,738,175.00) for DSWD12-SFP-2022-008 Bidding of Supply and Delivery of Nutribun for the use of Supplementary Feeding Program Cycle 12 Implementation- Lot 4 Sarangani Province and General Santos City</i></p>
20.2	<p>The Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy of Single Largest Completed Contract or Purchase Order, which should be signed by both parties. 2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> i. Certificate of Final Acceptance/Completion from the bidder’s client; ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract 3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> i. 2020 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from January 2021 to June 2021.

21.2	<i>Duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable. (Should expressly indicate the Authorized representative to transact with the Procuring Entity)</i>

Section IV. General 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

- 6.1. 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.
- 6.2. 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	
1	<p>Delivery and Documents –</p> <p>*Free delivery to LGUs receiving area, within the attached schedule of delivery and timeline (8:00 AM to 12:00 NN).</p> <p>**Contract duration for delivery is 60 working days or 3 months from the receipt of Purchase Order.</p> <p>*** Delivery will commence as per schedule set by the End-user</p> <p>**** All food items on the Delivery Schedule must be delivered on the same day. The supplier must coordinate to the End-user/assigned Field Office staff 2-3 days before the delivery date.</p> <p>***** Any damaged/lacking goods upon delivery by the supplier shall be replaced immediately within 24 hours.</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 the Contract are DDP delivered within Region XII Areas. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are to be delivered within Region XII Areas. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the End-user or the SFP Staffs.</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>Packaging –</p> <p>*Primary packaging should be labeled with “NOT FOR SALE”</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>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	The terms of payment shall be monthly upon completion of supporting documents (Delivery Receipts, Sales/Charge Invoice) of the total monthly delivery for payment processing.
4	<p>The inspections and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications as scheduled will be conducted by the DSWD Inspection Committee, Designated Inspectorate at the LGU level-MAT/CO-MAT Leaders;</p> <p>Final Acceptance by the DSWD Acceptance Committee, End-User, C/MSWDO/Focal Person shall be done at the LGU's receiving area.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

a. Four Million Six Hundred Seventeen Thousand Pesos Only (Php4,617,000.00) for DSWD12-SFP-PB2-2022-008 Re-Bidding of Supply and Delivery of Nutribun for the use of Supplementary Feeding Program Cycle 12 Implementation- Lot 3 South Cotabato Province;

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	SOUTH COTABATO PROVINCE			
Lot 3	<p>Enhanced Nutribun, Ready-to-eat bread from good quality flour in three (3) variants: Squash, Sweet Potato and/or Carrot with natural color and flavor, softer in texture and containing vitamin A, Calcium, Iron, Zinc, Potassium and Iodine, has zero trans-fat and no cholesterol; 4 days shelf life at room temperature, 14 days when chilled <u>from production date.</u></p> <p>Each bun weighs 100 grams; 312.50 kilocalories and 11.25 grams protein. Primary Packaging: Single packed in clear polypropylene bags 100g/pack: Label declaration (Brand Name, product name, Net weight, Nutritional facts, <u>production date and date of expiration,</u> and labeled with "NOT FOR SALE").</p> <p>Secondary Packaging: in sets 50 pcs per pack/cellophane.</p>	307,800 pcs	307,800 pcs	<p>Delivery will commence as per schedule set by the End-user</p> <p>Contract duration: Sixty (60) working days or three (3) months from the receipt of Purchase Order contract duration</p>

	Supply and Delivery of the following: Lot 3: South Cotabato Province	Quantity	Cost per LGU	
	<p>The supplier must be a DOST-FNRI Adaptor of Enhanced Nutribun and must provide a Certification from Department of Science and Technology-Food and Nutrition Research Institute (DOST-FNRI).</p> <p>The supplier must have an existing production facility within Region XII subject for post-qualification to ensure the freshness of the breads. Nutribun must be baked 1 day before the delivery date and expiry should be at least 4 days from delivery date. Manufacturing and Expiry date must be indicated in the packaging.</p> <p>The supplier must attach photos and provide sample of their product.</p> <p>Nutribuns should be halal certified <u>or a list of ingredients used should have with halal certification from suppliers of raw materials.</u></p>			

	<p>Primary packaging should be labeled with "Not for Sale".</p> <p>Free delivery to LGU's receiving area, within the attached schedule of delivery and timeline (8:00 AM to 12:00 NN).</p> <p>Suppliers should observe the health/safety protocols, must wear the prescribed personal protective equipment (PPE) during delivery.</p> <p>DELIVERY:</p> <p>Contract duration for delivery is 60 working days or 3 months from the receipt of Purchase Order.</p> <p>Delivery will commence as per schedule set by the End-user.</p> <p>All food items on the Delivery Schedule must be delivered on the same day. The supplier must coordinate to the End-user/assigned Field Office staff 2-3 days before the delivery date.</p> <p>Any damaged/lacking goods upon delivery by the supplier shall be replaced immediately within 24 hours.</p> <p>INSPECTION, ACCEPTANCE AND DELIVERY:</p> <p>DSWD Inspection Committee, Designated Inspectorate at the LGU level- MAT/CO-MAT Leaders;</p> <p>Final Acceptance by the DSWD Acceptance Committee, End-User, C/MSWDO/Focal Person shall be done at the LGU's receiving area.</p>			
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	<p>PAYMENT TERM:</p> <p>Monthly upon completion of supporting documents (Delivery Receipts, Sales/Charge Invoice) of the total monthly delivery for payment processing.</p>			

* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

I hereby certify to comply and deliver all the above requirements.

Name of the Company/Bidder

Signature Over Printed Name of the Representative

Date

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

b. Five Million Seven Hundred Thirty-eight Thousand and One Hundred Seventy-five Pesos Only (Php5,738,175.00) for DSWD12-SFP-PB2-2022-008 Re-Bidding of Supply and Delivery of Nutribun for the use of Supplementary Feeding Program Cycle 12 Implementation- Lot 4 Sarangani Province and General Santos City

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	SARANGANI PROVINCE AND GENERAL SANTOS CITY			
Lot 4	<p>Enhanced Nutribun, Ready-to-eat bread from good quality flour in three (3) variants: Squash, Sweet Potato and/or Carrot with natural color and flavor, softer in texture and containing vitamin A, Calcium, Iron, Zinc, Potassium and Iodine, has zero trans-fat and no cholesterol; 4 days shelf life at room temperature, 14 days when chilled <u>from production date.</u></p> <p>Each bun weighs 100 grams; 312.50 kilocalories and 11.25 grams protein. Primary Packaging: Single packed in clear polypropylene bags 100g/pack: Label declaration (Brand Name, product name, Net weight, Nutritional facts, <u>production date and date of expiration,</u> and labeled with "NOT FOR SALE").</p>	382,545 pcs	382,545 pcs	<p>Delivery will commence as per schedule set by the End-user</p> <p>Contract duration: Sixty (60) working days or three (3) months from the receipt of Purchase Order contract duration</p>

	Secondary Packaging: in sets 50 pcs per pack/cellophane.			
	<p>Supply and Delivery of the following:</p> <p>Lot 4: Sarangani Province and General Santos City</p> <p>LGU Maasim LGU Kiamba LGU Maitum LGU Alabel LGU Malapatan LGU Glan LGU Malungon LGU General Santos City GRAND TOTAL</p>	<p>Quantity</p> <p>20,130 24,975 25,500 33,000 44,055 52,500 70,500 <u>111,885</u> 382,545</p>	<p>Cost per LGU</p> <p>301,950.00 374,625.00 382,500.00 495,000.00 660,825.00 787,500.00 1,057,500.00 <u>1,678,275.00</u> 5,738,175.00</p>	
	<p>NOTES:</p> <p>The supplier must be a DOST-FNRI Adaptor of Enhanced Nutribun and must provide a Certification from Department of Science and Technology-Food and Nutrition Research Institute (DOST-FNRI).</p> <p>The supplier must have an existing production facility within Region XII subject for post-qualification to ensure the freshness of the breads. Nutribun must be baked 1 day before the delivery date and expiry should be at least 4 days from delivery date. Manufacturing and Expiry date must be indicated in the packaging.</p> <p>The supplier must attach photos and provide sample of their product.</p>			

	<p>Nutribuns should be halal certified <u>or a list of ingredients used should have with halal certification from suppliers of raw materials.</u></p> <p>Primary packaging should be labeled with "Not for Sale".</p> <p>Free delivery to LGU's receiving area, within the attached schedule of delivery and timeline (8:00 AM to 12:00 NN).</p> <p>Suppliers should observe the health/safety protocols, must wear the prescribed personal protective equipment (PPE) during delivery.</p> <p>DELIVERY:</p> <p>Contract duration for delivery is 60 working days or 3 months from the receipt of Purchase Order.</p> <p>Delivery will commence as per schedule set by the End-user.</p> <p>All food items on the Delivery Schedule must be delivered on the same day. The supplier must coordinate to the End-user/assigned Field Office staff 2-3 days before the delivery date.</p> <p>Any damaged/lacking goods upon delivery by the supplier shall be replaced immediately within 24 hours.</p> <p>INSPECTION, ACCEPTANCE AND DELIVERY:</p> <p>DSWD Inspection Committee, Designated Inspectorate at the LGU level- MAT/CO-MAT Leaders;</p>			
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	<p>Final Acceptance by the DSWD Acceptance Committee, End-User, C/MSWDO/Focal Person shall be done at the LGU's receiving area.</p> <p>PAYMENT TERM:</p> <p>Monthly upon completion of supporting documents (Delivery Receipts, Sales/Charge Invoice) of the total monthly delivery for payment processing.</p>			

* The performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

I hereby certify to comply and deliver all the above requirements.

Name of the Company/Bidder

Signature Over Printed Name of the Representative

Date

Section VII. Technical Specifications

Technical Specifications

a. Four Million Six Hundred Seventeen Thousand Pesos Only (Php4,617,000.00) for DSWD12-SFP-PB2-2022-008 Re-Bidding of Supply and Delivery of Nutribun for the use of Supplementary Feeding Program Cycle 12 Implementation- Lot 3 South Cotabato Province;

Item	Specification	Statement of Compliance	
	SOUTH COTABATO PROVINCE		
Lot 3	<p>307,800 pcs Enhanced Nutribun, Ready-to-eat bread from good quality flour in three (3) variants: Squash, Sweet Potato and/or Carrot with natural color and flavor, softer in texture and containing vitamin A, Calcium, Iron, Zinc, Potassium and Iodine, has zero trans-fat and no cholesterol; 4 days shelf life at room temperature, 14 days when chilled <u>from production date</u>.</p> <p>Each bun weighs 100 grams; 312.50 kilocalories and 11.25 grams protein. Primary Packaging: Single packed in clear polypropylene bags 100g/pack: Label declaration (Brand Name, product name, Net weight, Nutritional facts, <u>production date and date of expiration</u>, and labeled with "NOT FOR SALE").</p> <p>Secondary Packaging: in sets 50 pcs per pack/cellophane.</p>	<p>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</p>	
	<p>Supply and Delivery of the following:</p> <p>Lot 3: South Cotabato Province</p> <p>LGU Polomolok LGU Tampakan LGU Tupi</p>	<p>Quantity</p> <p>48,000 11,250 27,750</p>	<p>Cost per LGU</p> <p>720,000.00 168,750.00 416,250.00</p>

	LGU Koronadal City LGU Banga LGU Lake Sebu LGU Norala LGU Surallah LGU Sto. Niño LGU Tantangan LGU T'boli GRAND TOTAL	55,500 27,750 39,000 12,000 24,000 13,800 12,750 <u>36,000</u> 307,800	832,500.00 416,250.00 585,000.00 180,000.00 360,000.00 207,000.00 191,250.00 <u>540,000.00</u> 4,617,000.00
	<p>NOTES:</p> <p>The supplier must be a DOST-FNRI Adaptor of Enhanced Nutribun and must provide a Certification from Department of Science and Technology-Food and Nutrition Research Institute (DOST-FNRI).</p> <p>The supplier must have an existing production facility within Region XII subject for post-qualification to ensure the freshness of the breads. Nutribun must be baked 1 day before the delivery date and expiry should be at least 4 days from delivery date. Manufacturing and Expiry date must be indicated in the packaging.</p> <p>The supplier must attach photos and provide sample of their product.</p> <p>Nutribuns should be halal certified <u>or a list of ingredients used should have with halal certification from suppliers of raw materials.</u></p> <p>Primary packaging should be labeled with "Not for Sale".</p> <p>Free delivery to LGU's receiving area, within the attached schedule of delivery and timeline (8:00 AM to 12:00 NN).</p> <p>Suppliers should observe the health/safety protocols, must wear the prescribed personal protective equipment (PPE) during delivery.</p> <p>DELIVERY:</p> <p>Contract duration for delivery is 60 working days or 3 months from the receipt of Purchase Order.</p> <p>Delivery will commence as per schedule set by the End-user.</p> <p>All food items on the Delivery Schedule must be delivered on the same day. The supplier must coordinate to the End-user/assigned Field Office staff 2-3 days before the delivery date.</p>		

	<p>Any damaged/lacking goods upon delivery by the supplier shall be replaced immediately within 24 hours.</p> <p>INSPECTION, ACCEPTANCE AND DELIVERY:</p> <p>DSWD Inspection Committee, Designated Inspectorate at the LGU level- MAT/CO-MAT Leaders;</p> <p>Final Acceptance by the DSWD Acceptance Committee, End-User, C/MSWDO/Focal Person shall be done at the LGU's receiving area.</p> <p>PAYMENT TERM:</p> <p>Monthly upon completion of supporting documents (Delivery Receipts, Sales/Charge Invoice) of the total monthly delivery for payment processing.</p>
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I hereby certify to comply with all the above requirements.

Name of the Company/Bidder

Signature Over Printed Name of the Representative

Date

b. Five Million Seven Hundred Thirty-eight Thousand and One Hundred Seventy-five Pesos Only (Php5,738,175.00) for DSWD12-SFP-PB2-2022-008 Re-bidding of Supply and Delivery of Nutribun for the use of Supplementary Feeding Program Cycle 12 Implementation- Lot 4 Sarangani Province and General Santos City

Item	Specification	Statement of Compliance	
	SARANGANI PROVINCE AND GENERAL SANTOS CITY		
Lot 4	<p>382,545 pcs Enhanced Nutribun, Ready-to-eat bread from good quality flour in three (3) variants: Squash, Sweet Potato and/or Carrot with natural color and flavor, softer in texture and containing vitamin A, Calcium, Iron, Zinc, Potassium and Iodine, has zero trans-fat and no cholesterol; 4 days shelf life at room temperature, 14 days when chilled <u>from production date</u>.</p> <p>Each bun weighs 100 grams; 312.50 kilocalories and 11.25 grams protein. Primary Packaging: Single packed in clear polypropylene bags 100g/pack: Label declaration (Brand Name, product name, Net weight, Nutritional facts, <u>production date and date of expiration</u>, and labeled with "NOT FOR SALE").</p> <p>Secondary Packaging: in sets 50 pcs per pack/cellophane.</p>	<p>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence.</p> <p>Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</p>	
	<p>Supply and Delivery of the following:</p> <p>Lot 4: Sarangani Province and General Santos City</p> <p>LGU Maasim LGU Kiamba LGU Maitum LGU Alabel</p>	<p>Quantity</p> <p>20,130 24,975 25,500 33,000</p>	<p>Cost per LGU</p> <p>301,950.00 374,625.00 382,500.00 495,000.00</p>

	LGU Malapatan LGU Glan LGU Malungon LGU General Santos City GRAND TOTAL	44,055 52,500 70,500 <u>111,885</u> 382,545	660,825.00 787,500.00 1,057,500.00 <u>1,678,275.00</u> 5,738,175.00
<p>NOTES:</p> <p>The supplier must be a DOST-FNRI Adaptor of Enhanced Nutribun and must provide a Certification from Department of Science and Technology-Food and Nutrition Research Institute (DOST-FNRI).</p> <p>The supplier must have an existing production facility within Region XII subject for post-qualification to ensure the freshness of the breads. Nutribun must be baked 1 day before the delivery date and expiry should be at least 4 days from delivery date. Manufacturing and Expiry date must be indicated in the packaging.</p> <p>The supplier must attach photos and provide sample of their product.</p> <p>Nutribuns should be halal certified <u>or a list of ingredients used should have with halal certification from suppliers of raw materials.</u></p> <p>Primary packaging should be labeled with "Not for Sale".</p> <p>Free delivery to LGU's receiving area, within the attached schedule of delivery and timeline (8:00 AM to 12:00 NN).</p> <p>Suppliers should observe the health/safety protocols, must wear the prescribed personal protective equipment (PPE) during delivery.</p> <p>DELIVERY:</p> <p>Contract duration for delivery is 60 working days or 3 months from the receipt of Purchase Order.</p> <p>Delivery will commence as per schedule set by the End-user.</p> <p>All food items on the Delivery Schedule must be delivered on the same day. The supplier must coordinate to the End-user/assigned Field Office staff 2-3 days before the delivery date.</p> <p>Any damaged/lacking goods upon delivery by the supplier shall be replaced immediately within 24 hours.</p>			

	<p>INSPECTION, ACCEPTANCE AND DELIVERY:</p> <p>DSWD Inspection Committee, Designated Inspectorate at the LGU level- MAT/CO-MAT Leaders; Final Acceptance by the DSWD Acceptance Committee, End-User, C/MSWDO/Focal Person shall be done at the LGU's receiving area.</p> <p>PAYMENT TERM:</p> <p>Monthly upon completion of supporting documents (Delivery Receipts, Sales/Charge Invoice) of the total monthly delivery for payment processing.</p>
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I hereby certify to comply with all the above requirements.

Name of the Company/Bidder

Signature Over Printed Name of the Representative

Date

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
And
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Schedule of Requirements, which may include production/delivery schedule, and/or warranty period requirements, if applicable; **and**
- (i) Conformity with the
 - (i) Technical Specifications
 - (j) manpower requirements
 - after-sales/parts; **and**
- (j) 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

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) 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

- (m) 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)

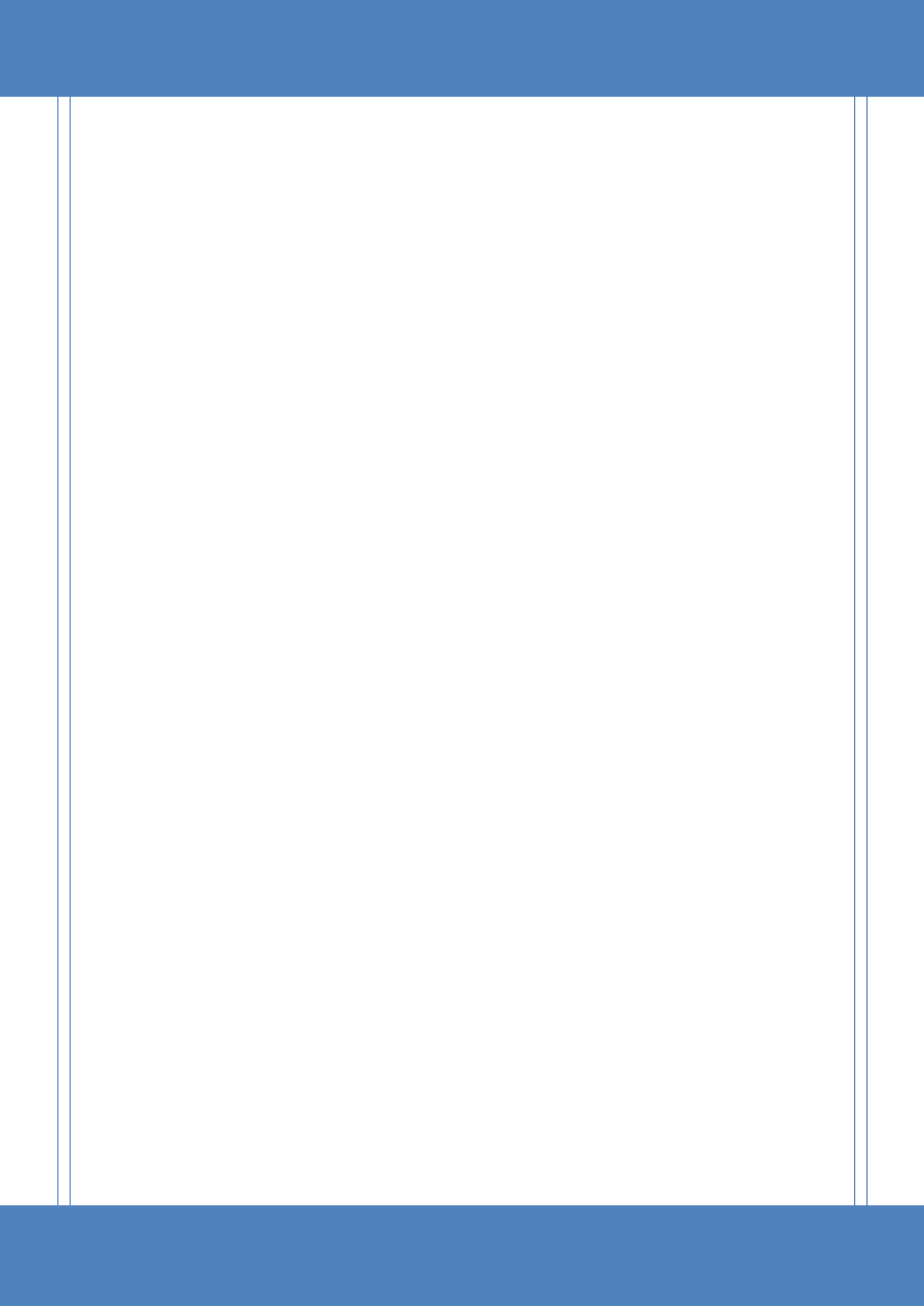
- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o)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

Other documentary requirements by the Procuring Entity

- (p) Official List of Ingredients with corresponding Halal Certification from the Supplier of Raw Materials
- (q) Photos of the offered products
- (r) Actual Sample of the products offered in three (3) variants with a minimum of one (1) sample per variant

25 FINANCIAL COMPONENT ENVELOPE

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



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

Business Name: _____

Business Address: _____

Name of Contract/Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Note: This statement shall be supported with:

1. Notice of Award and/ or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or authorized representative

Submitted by: _____

Printed Name & Signature

Designation: _____

Date: _____

Statement of all Government & Private Contracts completed which are similar in nature

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

1. Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by: _____

Printed Name & Signature

Designation: _____

Date : _____

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ Project ID-No. _____ by the _____; and that if awarded the project shall enter into a contract with the _____; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of he Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series 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)

Name: _____

Legal Capacity: _____

Signature: _____

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

For Goods Offered From Within the Philippines

Name of Bidder _____ Invitation to Bid¹ Number __. 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 Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

¹ If ADB, JICA and WB funded projects, use IFB.

Bid Form

Date: _____

No. _____

To: **DSWD Field Office XII**
Purok Bumanaag, Zone III
Koronadal City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and

_____ in conformity with the said Bidding Documents for the sum _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amount, and within the times specified in the Bidding Documents.

We agree to abide this Bid for the Bid Validity Period specified in Clause 20.1 of the Bid Date Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:2

Name and address Of agent	Amount Currency	and	Purpose of Commission or Gratuity
_____ none _____	_____ none _____		_____ none _____
_____	_____		_____
_____	_____		_____

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

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

We certify/confirm that we comply with the eligibility requirements as per Instructions to Bidders Clause 5 of the Bidding Documents.

Dated this _____ day of _____, **2022**

Signature

in the capacity of

Duly authorized to sign Bid for and on behalf of _____

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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