

## **BIDS AND AWARDS COMMITTEE**

# **BIDDING DOCUMENTS**

### **PROCUREMENT OF VARIOUS COMMODITIES FOR DISASTER RELIEF AUGMENTATION OF DSWD FIELD OFFICE 1 FOR CY 2025 THROUGH FRAMEWORK AGREEMENT (EARLY PROCUREMENT ACTIVITY)**

<b>LOT NO.</b>	<b>PROJECT TITLE</b>	<b>ABC (PhP)</b>
<b>1</b>	<b>PRE-PACKED FAMILY FOOD PACKS</b>	<b>70,276,800.00</b>
<b>2</b>	<b>PACKAGING MATERIALS</b>	<b>884,000.00</b>

Solicitation Number:

**24-DSWDFO1-10 EPA**

**November 2024**

# Preface

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

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

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

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

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

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

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# ***Section I. Invitation to Bid***

**INVITATION TO BID FOR THE PROCUREMENT OF VARIOUS COMMODITIES FOR DISASTER RELIEF AUGMENTATION OF DSWD FIELD OFFICE 1 FOR CY 2025 THROUGH FRAMEWORK AGREEMENT (EARLY PROCUREMENT ACTIVITY)**

**PROJECT IDENTIFICATION No. 24-DSWDFO1-10 EPA**

- The *Department of Social Welfare and Development – Field Office 1 (DSWD - FO 1)*, using a single-year Framework Agreement, through the *Quick Response Fund CY 2025* intends to apply the total sum of *Seven-one Million One Hundred Sixty Thousand Eight Hundred Pesos (PhP71,160,800.00) only* being the total ABC for the project, broken to the following lots as presented on the table below, to payments under the contract for each item. Bids received in excess of the total cost per item shall be automatically rejected.

Lot No.	Project Title	ABC (PhP)
1	Pre-Packed Family Food Packs	Seventy Million Two Hundred Seventy-six Thousand Eight Hundred Pesos (PhP70,276,800.00) only
2	Packaging Materials	Eight Hundred Eighty-four Thousand Pesos (PhP884,000.00) only

- The *DSWD - FO 1* now invites bids for above-mentioned procurement project. Delivery of the Goods is required within Delivery of the Goods shall be in accordance with Section VI. Schedule of Requirement after issuance of a Call-Off or any date determined by the Procuring Entity (PE). Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

- Prospective Bidders may obtain further information from *DSWD - FO 1 Bids and Awards Committee Secretariat* and inspect the Bidding Documents at the address given below during *8:00 AM to 05:00 PM, Mondays to Fridays*.
- A complete set of Bidding Documents may be acquired by interested Bidders on *20 November 2024 - 10 December 2024* 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 as reflected in the table. It may be downloaded free of charge from the website of the Philippine Government Electronic

Procurement System [PhilGEPS] and the website of *DSWD - FO 1*, provided that bidders shall pay the fee for the Bidding Documents not later than the submission of their bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through an authorized representative.

<b>Lot No.</b>	<b>Project Title</b>	<b>Approved Budget for the Contract (ABC)</b>	<b>Cost of Bidding Documents (PhP)</b>
1	Pre-Packed Family Food Packs	70,276,800.00	50,000.00
2	Packaging Materials	884,000.00	1,000.00

For downloading of Bidding Documents: <https://fo1.dswd.gov.ph/2024-procurement-opportunities/>

6. The *DSWD - FO 1* will hold a Pre-Bid Conference<sup>1</sup> on **28 November 2024 at 10:00 AM** at the *DSWD - FO 1 Operations Center, Quezon Avenue, City of San Fernando, La Union*, and/or through video conferencing or webcasting via Google Meet at this link [meet.google.com/crr-gjqg-gbm](https://meet.google.com/crr-gjqg-gbm), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **10 December 2024 at 9:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **10 December 2024 at 10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *DSWD - FO 1* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**BIDS AND AWARDS COMMITTEE SECRETARIAT**

DSWD Field Office 1, Quezon Avenue, City of San Fernando, La Union  
 Trunk Line Number: (072) 687-80-00 local 222  
 Email Address: bac.fo1@dswd.gov.ph  
 Fax Number: (072) 888-21-84/888-25-05  
 Website: <http://www.fo1.dswd.gov.ph>

12. You may visit the following websites:

For downloading of Bidding Documents:

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.



<https://www.philgeps.gov.ph>  
<https://fo1.dswd.gov.ph/2024-procurement-opportunities/>

*19 November 2024*

*(sgd.)*  
**CLARIVEL C. BANZUELA**  
Social Welfare Officer V  
Chairperson, Bids and Awards Committee

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

## 1. Scope of Bid

The Procuring Entity, *DSWD – FO 1* wishes to receive Bids for the *Procurement of Various Commodities for Disaster Relief Augmentation of DSWD Field Office 1 for CY 2025 Through Framework Agreement (Early Procurement Activity)* under a Framework Agreement, with identification number *24-DSWDF01-09 EPA*.

The Procurement Project (referred to herein as “Project”) is composed of *two (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 *FY 2024* in the amount of *Seven-one Million One Hundred Sixty Thousand Eight Hundred Pesos (PhP71,160,800.00) only*.

2.2. The source of funding is NGA, 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 exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of 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 ***25% of the ABC*** or the prospective bidder should have completed ***at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least 25% of the ABC and the largest of these similar contracts must be equivalent to at least half of 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

Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address ***DSWD-FO 1 Operations Center, Quezon Avenue, City of San Fernando, La Union*** and/or through Google Meet at this link ***[meet.google.com/crr-gjgq-gbm](https://meet.google.com/crr-gjgq-gbm)*** 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 *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## **12. Bid Prices**

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

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in 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**.

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### **13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in 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 *120 days after the opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## 15. Sealing and Marking of Bids

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

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

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

## 16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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<sup>2</sup> 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.

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
  - a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.



- 19.4. The Project shall be awarded as follows One Project having several items 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. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

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

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring

entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## ***Section III. Bid Data Sheet***

# 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"> <li>a. Lot No. 1 – Supply and Delivery of Packed Food Commodities Lot No. 2 – Printing, Supply, and Delivery of Packaging Supplies and Materials</li> <li>b. Completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.</li> <li>c. 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 <b>25% of the ABC</b> or the prospective bidder should have completed <b>at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least 25% of the ABC and the largest of these similar contracts must be equivalent to at least half of 25% of the ABC.</b></li> </ul>														
7.1	Subcontracting is not allowed														
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> <ul style="list-style-type: none"> <li>a. Cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">Lot No.</th> <th style="width: 35%;">Project Title</th> <th style="width: 30%;">ABC (PhP)</th> <th style="width: 25%;">2% (PhP)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Pre-Packed Family Food Packs</td> <td style="text-align: center;">Seven-one Million One Hundred Sixty Thousand Eight Hundred Pesos (PhP71,160,800.00) only</td> <td style="text-align: center;">One Million Four Hundred Five Thousand Five Hundred Thirty-six Pesos (PhP1,405,536.00) only</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Packaging Materials</td> <td style="text-align: center;">Eight Hundred Eighty-four Thousand Pesos (PhP884,000.00) only</td> <td style="text-align: center;">Seventeen Thousand Six Hundred Eighty Pesos (PhP17,680.00) only</td> </tr> </tbody> </table>			Lot No.	Project Title	ABC (PhP)	2% (PhP)	1	Pre-Packed Family Food Packs	Seven-one Million One Hundred Sixty Thousand Eight Hundred Pesos (PhP71,160,800.00) only	One Million Four Hundred Five Thousand Five Hundred Thirty-six Pesos (PhP1,405,536.00) only	2	Packaging Materials	Eight Hundred Eighty-four Thousand Pesos (PhP884,000.00) only	Seventeen Thousand Six Hundred Eighty Pesos (PhP17,680.00) only
Lot No.	Project Title	ABC (PhP)	2% (PhP)												
1	Pre-Packed Family Food Packs	Seven-one Million One Hundred Sixty Thousand Eight Hundred Pesos (PhP71,160,800.00) only	One Million Four Hundred Five Thousand Five Hundred Thirty-six Pesos (PhP1,405,536.00) only												
2	Packaging Materials	Eight Hundred Eighty-four Thousand Pesos (PhP884,000.00) only	Seventeen Thousand Six Hundred Eighty Pesos (PhP17,680.00) only												

b. Surety Bond

Lot No.	Project Title	ABC (PhP)	2% (PhP)
1	Pre-Packed Family Food Packs	Seven-one Million One Hundred Sixty Thousand Eight Hundred Pesos (PhP71,160,800.00) only	Three Million Five Hundred Thirteen Thousand Eight Hundred Forty Pesos (PhP3,513,840.00) only
2	Packaging Materials	Eight Hundred Eighty-four Thousand Pesos (PhP884,000.00) only	Forty-four Thousand Two Hundred Pesos (PhP44,200.00) only

15 Each Bidder shall submit **one (1)** original and **two (2)** copies of the first and second components of its bid.

Ensure that envelopes are properly sealed and marked.

20 Sample products must be available during the post-qualification for Lot No. 1

20.2 The Lowest Calculated Bid or Single Calculated Bid as the case may be shall submit the following additional documents and/or sample during the post-qualification stage:

1. Latest Income Tax Returns (ITR) are those covering the immediately preceding year while latest Business Tax Returns (BTR) are those filed within the last six (6) months preceding the date of submission;
2. Samples of the offered product:

Lot No.	PARTICULARS	Specific Sample and Quantity
1	<b>Pre-Packed Family Food Packs</b>	
	Rice	
	Canned Sardines	
	Canned Corned Beef	
	Instant Coffee	
	Canned Tuna	
	Instant Choco Malt Drink	
	Slotted Carton	
	Rice Bags	
2	<b>Packing Materials/Supplies</b>	
	Packaging Tape	
	Stretch Film	
	Rice Bag	

3. The following are the requirements in order to determine whether the LCB is able to acquire the product from the manufacturer or trader without prejudice to the volume of the order of the Procuring Entity, to wit:

	<p>A. Direct Distributors from the Product Manufacturer shall submit any of the following:</p> <ul style="list-style-type: none"> <li>i. Certification of Distributorship;</li> <li>ii. Memorandum of Agreement with the manufacturer of the item/product offered specifying their partnership/engagement for at least one year from the time of the submission of bid;</li> <li>iii. Or any equivalent document the establishes that the authority to sell or distribute specific brand or products, whichever is applicable.</li> </ul> <p>B. Direct Distributors from any Leading One-Stop Grocery Distribution Company/Commercial Corporation/Trader shall submit any of the following:</p> <ul style="list-style-type: none"> <li>i. Certificate of Distributorship</li> <li>ii. Memorandum of Agreement with any Leading One-Stop Grocery Distributor/Commercial Corporation/Trader specifying their partnership agreement for at least one year from the time of submission of bid</li> <li>iii. Or any document that assures availability of the products to the bidder for a period of one (1) year</li> </ul> <p>4. The bidder must present the original and/or certified true copies of the following documents:</p> <ul style="list-style-type: none"> <li>i. PhilGEPS Certificate attachments <ul style="list-style-type: none"> <li>a. SEC Certificate (if applicable)</li> <li>b. Mayor’s Permit</li> <li>c. Tax Clearance</li> <li>d. DTI Certificate (if applicable)</li> <li>e. BIR 2303</li> <li>f. Audited Financial Statements</li> </ul> </li> <li>ii. Original or Certified True Copy of the following documents on the submitted on the Single Largest Completed Contract (SLCC) and Ongoing Government and Private Contracts <ul style="list-style-type: none"> <li>a. Notice of Award</li> <li>b. Contract or Purchase Order</li> <li>c. Official Receipts and/or Disbursement Vouchers</li> <li>d. Certificate of Completion/Acceptance</li> </ul> </li> <li>iii. Other Documents as deemed applicable by the Bids and Awards Committee (BAC) and BAC-Technical Working Group (TWG)</li> </ul>
21	Print of the Slotted Carton and Rice Bag must be approved by the Social Marketing Unit prior to issuance of the Notice to Proceed

## ***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**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

## **4. Inspection and Tests**



The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

## **6. Liability of the Supplier**

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b>            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:            The delivery terms applicable to this Contract are delivered at the <i>DSWD Field Office 1 Warehouse</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.            Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).            For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>MS. LEAH MYLEN L. LUCERO            SWO V            Head, Disaster Response and Management Division</p> <p><b>Incidental Services –</b>            The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol> <p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</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>Spare Parts –</b>            The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts:</li> </ol>

	<ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for the period as specified on Section VII. Technical Specifications.</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>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<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><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.</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><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	Partial payment is not allowed
4	The inspections and tests that will be conducted are indicated on Section VII. Technical Specifications.

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

# *Framework Agreement List*

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<b>FRAMEWORK AGREEMENT LIST</b>				
<i>Department of Social Welfare and Development – Field Office 1</i>				
<b>Lot No.</b>	<b>Item / Service Type and nature of each item/service</b>	<b>Cost per item or service</b>	<b>Maximum Quantity</b>	<b>Total Cost per Item</b>
1	Pre-Packed Family Food Packs	PhP878.46	80,000.00 boxes	PhP70,276,800.00
2	Packaging Materials			
	Packaging Tape	PhP32.00	2,000 rolls	PhP64,000.00
	Stretch Film	Php650.00	1,000 rolls	PhP650,000.00
	Rice Bags	PhP17.00	10,000 pieces	PhP170,000.00
<b>TOTAL</b> <i>(Approved Budget for the Contract)</i>				<b>PhP71,160,800.00</b>
<i>Expected delivery timeframe after receipt of a Call-Off.</i>		Within 5-7 calendar days upon issuance of Call-off (Lot No. 1 & 2)		
<i>Period of remedy for defects</i>		Supplier should replace those Goods found damaged and other unacceptable appearances identified by the Inspection Committee within <b>one (1) month</b> upon completion of delivery.		
<i>Delivery Site</i>		Lot No. 1 – DSWD - Field Office 1 Regional Warehouse, Biday, City of San Fernando, La Union, or to any DSWD FO 1 Warehouse/designated delivery place within Region 1  Lot No. 2 - DSWD - FO 1 Warehouse, Biday, City of San Fernando, La Union		
<i>Contract Duration</i>		The Contract is a Single-Year Framework Agreement commencing from the receipt of Notice to Execute Framework Agreement until 31 December 2025 or upon consumption of the total quantity for each item, whichever comes first.		

Name of Bidder: \_\_\_\_\_

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

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

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

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



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

# *Technical Specifications*

**DIRECTION:**

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.

<b>TECHNICAL SPECIFICATIONS</b>				
<i>Lot No.</i>	<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<b>Statement of Compliance</b>
1	Pre-Packed Family Food Packs	80,000.00 boxes	Kindly refer to attached Annex A for the specifications	
2	Packaging Materials		Kindly refer to attached Annex A for the specifications	
	Packaging Tape	2,000 rolls		
	Stretch Film	1,000 rolls		
	Rice Bags	10,000 pieces		


# Annex A

## TERMS OF REFERENCE

### I. Components of Pre-Packed Family Food Pack

Components	Quantity	Statement of Compliance
Vacuum-Packed Rice	6 kilos Vacuum-Packed Rice	
Canned Corned Beef	4 tins	
Canned Tuna	4 tins	
Canned Sardines	2 tins	
Instant Coffee, 3 in 1	5 sachets	
Instant Choco Malt Drink	5 sachets	

### II. Components Specifications

ITEM	SPECIFICATION		Statement of Compliance
<b>RICE</b> (Please see product packaging for the specifications of vacuum rice bags) 	<b>Type</b>	Vacuum Pack Rice	
	<b>Weight/pack</b>	Six (6) Kilos	
	<b>Quality</b>	<ul style="list-style-type: none"> <li>Must be white in color, medium grain, and regular to well-milled.</li> <li>Shall be free from objectionable and foreign odors, live insect pests, and other contaminants.</li> </ul>	
	<b>Shell life</b>	Rice must be free from infestation within three (3) months from the date of delivery.	
ITEM	SPECIFICATION		Statement of Compliance
<b>CANNED CORNED BEEF</b>	<b>Type</b>	Canned Corned Beef, Plain, (Not Guisado/Not Chunky/ Not Karne Norte), Non-Easy Open Can	
	<b>Unit of Measurement</b>	Tins	
	<b>Weight</b>	At least 150 grams	
	<b>Label/Marking Requirements</b>	<b>Certification:</b> Certified Halal Product printed on the product label.  <b>Nutritional Information</b> With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise	

		<p>known as the "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines."</p> <p><b>Expiration:</b> Should indicate expiry of not less than 2 years from the date of delivery</p>	
	<b>Packaging</b>	<p><b>TIN CAN</b></p> <p><b>Can Thickness:</b>  Top End: 0.14 mm  Bottom: 0.14 mm  Body: 0.14mm</p> <p><b>No. of Beads:</b> Minimum of 10 beads</p>	
	<b>Shelf Life:</b>	<p>Must have a shelf life of not less than two (2) years from the time of delivery.</p>	
	<b>Others</b>	<p>The brand must be existing in the Philippine Market for at least 5 years.</p>	

ITEM	SPECIFICATION		Statement of Compliance
CANNED TUNA	<b>Type</b>	Canned Tuna Flakes, In Oil, Not Spicy	
	<b>Unit Measurement</b>	of Tin	
	<b>Weight</b>	At least 155 grams	
	<b>Label/Marking Requirements</b>	<p><b>Certification:</b> Certified Halal Product printed on the product label.</p> <p><b>Nutritional Information</b> With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines."</p> <p><b>Expiration:</b> Should indicate expiry of not less than 2 years from the date of delivery</p>	
	<b>Packaging</b>	<p><b>TIN CAN</b></p> <p><b>Can Thickness:</b> Top End: 0.14 mm Bottom: 0.14 mm Body: 0.14mm</p> <p><b>No. of Beads:</b> Minimum of 10 beads</p> <p>Not-Easy Open Can</p>	
	<b>Shelf Life</b>	Must have a shelf life of not less than two (2) years from the time of delivery.	
	<b>Others</b>	The brand must be existing in the Philippine Market for at least 5 years.	


ITEM	SPECIFICATION		Statement of Compliance
CANNED SARDINES	<b>Type</b>	Canned Sardines, In Tomato Sauce, Not Spicy	
	<b>Unit of Measurement</b>	Tin	
	<b>Weight</b>	At least 155 grams <ul style="list-style-type: none"> <li>• At least 3-4 pieces of sardines or equivalent</li> <li>• Length of each cut of sardines must be around 2 ½ - 3 ½ inches or equivalent</li> </ul> <b>Note:</b> Aggregate length pieces of sardines must not be less than the minimum requirements (3 pieces x 2 ½ inches= 7.5 inches)	
	<b>Label/Marking Requirements</b>	<b>Certification:</b> Certified Halal Product printed on the product label.  <b>Nutritional Information</b> With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines."  <b>Expiration:</b> Should indicate expiry of not less than 2 years from the date of delivery.	
	<b>Packaging</b>	<b>TIN CAN</b> <b>Can Thickness:</b> Top End: 0.14 mm Bottom: 0.14 mm Body: 0.14mm  <b>No. of Beads:</b> Minimum of 10 beads  Not-easy open tin can  At least 100 tins per box	
<b>Shelf Life</b>	Must have a shelf life of not less than two (2) years from the time of delivery.		

	<b>Others</b>	Supplier may offer “easy open” can if “not-easy open” can is limited or unavailable in the market with the concurrence of end-user.	
<b>ITEM</b>	<b>SPECIFICATION</b>		<b>Statement of Compliance</b>
<b>INSTANT COFFEE</b>	<b>Type</b>	Instant Coffee Mix, 3-in-1 Mix (Coffee, Sugar, and Creamer)	
	<b>Unit of Measurement</b>	Sachets	
	<b>Weight:</b>	At least 20-32 grams	
	<b>Label/Marking Requirements</b>	<b>Certification:</b> Certified Halal Product printed on the product label.  <b>Nutrition Information</b> With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines."  <b>Expiration:</b> Expiration date not less than one (1) year from the date of delivery (same expiry dates/months)	
	<b>Packaging</b>	Twin pack is acceptable. One twin pack is equivalent to two sachets.	
	<b>Shelf Life</b>	Must have a shelf life of not less than one (1) year from the time of delivery.	
	<b>Others</b>	The brand must be existing in the Philippine Market for at least 5 years.	

ITEM	SPECIFICATION		Statement of Compliance
INSTANT CHOCO MALT DRINK	<b>Type</b>	Instant Choco Malt Drink	
	<b>Unit of Measurement</b>	Sachet	
	<b>Size</b>	At least 20-32 grams	
	<b>Certification</b>	Halal Certified	
	<b>Label/Marking Requirements</b>	<p><b>Certification:</b> Certified Halal Product printed on the product label.</p> <p><b>Nutrition Information</b> With Nutritional information in the label based on the nutritional daily allowance intake based on DOH AO No. 2014-0030, otherwise known as the "Rules and Regulations Governing the Labeling of Prepackaged Food Products Distributed in the Philippines."</p> <p><b>Expiration:</b> Expiration date not less than eight (6) months or one (1) year from the date of delivery (same expiry dates/months)</p>	
	<b>Shelf Life</b>	Must have a shelf life of not less than eight (6) months or one (1) year from the time of delivery.	
	<b>Others</b>	The brand must be existing in the Philippine Market for at least 2-3 years	



III. Product Packaging

ITEM	SPECIFICATION	Statement of Compliance																								
<p><b>REGULAR SLOTTED CARTON</b></p>	<p><b>A. RSC Dimension</b></p> <table border="1"> <tr> <td><b>Type</b></td> <td>Regular Slotted Carton (RSC)</td> </tr> <tr> <td><b>Unit of Measurement</b></td> <td>Piece</td> </tr> <tr> <td><b>Dimension</b></td> <td>395mm L x 295mm W x 130mm H (+/- 5% variance)</td> </tr> <tr> <td><b>Thickness</b></td> <td>7mm (+/- 10% variance)</td> </tr> <tr> <td><b>Flute</b></td> <td>B and C</td> </tr> <tr> <td><b>Walling</b></td> <td>Double</td> </tr> <tr> <td><b>Scoring</b></td> <td>Double</td> </tr> <tr> <td><b>Flap</b></td> <td>5mm (+/-10% variance)</td> </tr> <tr> <td><b>Wax</b></td> <td>Waxed inside and unwaxed outside</td> </tr> <tr> <td><b>Burst</b></td> <td>At least 140 PSI (Supplier to provide a copy of burst strengthen test report from DOST-ITDI)</td> </tr> <tr> <td><b>Markings</b></td> <td>Must include DSWD markings.</td> </tr> <tr> <td><b>Other requirements</b></td> <td>The RSC will be subjected to Mechanized Production Machine-Case Forming Machine Test. Supplier to submit sample for approval before mass production.</td> </tr> </table> <p><b>Please see sample picture above for the dimensions of the regular slotted carton.</b></p>	<b>Type</b>	Regular Slotted Carton (RSC)	<b>Unit of Measurement</b>	Piece	<b>Dimension</b>	395mm L x 295mm W x 130mm H (+/- 5% variance)	<b>Thickness</b>	7mm (+/- 10% variance)	<b>Flute</b>	B and C	<b>Walling</b>	Double	<b>Scoring</b>	Double	<b>Flap</b>	5mm (+/-10% variance)	<b>Wax</b>	Waxed inside and unwaxed outside	<b>Burst</b>	At least 140 PSI (Supplier to provide a copy of burst strengthen test report from DOST-ITDI)	<b>Markings</b>	Must include DSWD markings.	<b>Other requirements</b>	The RSC will be subjected to Mechanized Production Machine-Case Forming Machine Test. Supplier to submit sample for approval before mass production.	
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	<p><b>A.1. Front and Back Views</b></p> <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;"> <p>DSWD LOGO</p> <p>RELIEF SUPPLIES</p> <p>WARNING SYMBOL AND TEXT</p> </div> <div style="text-align: center;">  </div> <div style="margin-left: 20px;"> <p>BAGONG PILIPINAS LOGO</p> <p>“NOT FOR SALE” SYMBOL</p> <p>EXPIRATION DATE: _____</p> </div> </div>																									
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4	BAGONG PILIPINAS LOGO	Size/Print Area: 5.9 cm L x 5.5 cm H (+/-5% Variance) Color: Red, Yellow, and Blue
5	“NOT FOR SALE” SYMBOL	Size/Print Area: 5 cm L x 5.8 cm H (+/-5% Variance) Color: Red
6	Expiration Date: _____	Size/Print Area: 6.5 cm L x 0.4 cm H (+/-5%Variance) Color: Red Font Style: Arial, Bold Font Size: 12
7	Border	Size: 30.8 cm L x 10 cm H (+/-5 Variance) color: Blue

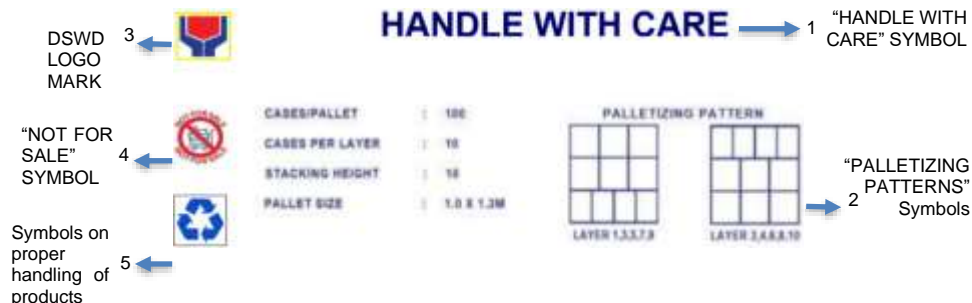
### A.2. Flaps 1



No.	PRINT/SYMBOLS	DETAILS
1	RELIEF SUPPLIES	Size: 19 cm L x 1.9 cm H (+/-2% variance) Color: Red Font Style: Arial, Bold Font Size: 74, 84% scale Single Line
2	Warning: Prohibited act which are considered as criminal offense under Republic Act No. 10121 or the Philippine Disaster Risk Reduction and Management Act of 2010 (PDRRM Act of 2010), and shall be meted with appropriate charges. <ul style="list-style-type: none"> <li>• Buying, Selling, and Reselling of Goods;</li> <li>• Repacking of Goods;</li> </ul>	Text and Logo Box:30.3 cm L x 8 cm H (+/-5% Variance) Color: Blue Font Styles: Arial, Bold Font Size of “Warning” Text: 24 Font Size of Text: 18;

	<ul style="list-style-type: none"> <li>• Substituting or Replacing Relief Items;</li> <li>• Diverting or misdelivery of relief goods; and</li> <li>• Covering, Replacing or Defacing the labels. (at Flaps as shown)</li> </ul>	
3	DSWD LOGO MARK	Size: 3 cm x 3 cm, Color as shown. <b>Compliance with the DSWD Branding Guidelines.</b>
4	“NOT FOR SALE” SYMBOL	Size: 2.5 cm x 3 cm, color as shown.
5	(Symbols on Proper Handling of Product)	See illustration A4 for symbols (International Symbols on Proper Handling of Product)

## A.2. Flaps 2



No.	PRINT/SYMBOLS	DETAILS
1	“HANDLE WITH CARE” Symbols	Size/Print Area: 19 cm L x 1.9 cm H (+/-2% Variance), Color: as shown Font Style: Arial, Bold Font Size:74, 73% Blade Single Line Bold
2.	CASES/PALLET :100 CASES PER LAYER :10 STACKING HEIGHT :10 PALLET SIZE :1.0 X 1.2 m PALLETIZING PATTERN	Print Area: 11 cm L x 0.5 cm H Print Area: 11 cm L x 0.5 cm H Print Area: 11 cm L x 0.5 cm H Print Area: 13.5 cm L x 0.5 cm H Line Spacing: 1 cm Expanded spacing Print Area: 9 cm L x 0.5 cm H, 115% scale, expanded spacing Print Area: 4.5 cm L x 0.5 cm H, 95% scale

	LAYER 1,3,5,7,9  LAYER 2,4,6,8,10  "PALLETIZING PATTERN" SYMBOLS	Print Area: 5 cm L x 0.5 cm H (+/-2 Variance), 98% scale  See illustration A4 for symbols (international Symbols on Proper handling of product)  Color: As Shown Font Style: Arial, Bold Font Size: 18
3.	DSWD LOGO MARK	Size: 3 cm L x 3 cm H Color as shown (+/-2 variance)
4	"NOT FOR SALE" SYMBOL	Size: 2.5 cm L x 3 cm H Color as shown (+/-2 variance)
5	(Symbols on Proper Handling of Product)	See illustration A4 for symbols (International symbols on proper handling of product)

### A.3. Side Views 1



No.	PRINT/SYMBOLS	PRINT/SYMBOLS DETAILS
1	(Symbols on Proper Handling of Product)	See illustration A4 for symbols (International Symbols on Proper Handling of Product)
2	WARNING: Repacking of goods from its original DSWD package is a criminal offense under PDRRM Act of 2010, and shall be meted with appropriate charges	Size/Print Area: 27.5 cm L x 0.4 cm H (+/-5% Variance), Color: Blue Font Style: Arial, Bold Font Size: 12, 86% scale Single Line,
3	DSWD LOGO MARK	Size: 3 cm x 3 cm color as shown.









		<b>Compliance with the DSWD Branding Guidelines</b>
4	“NOT FOR SALE” SYMBOL (at the flap and sides)	Size/Print Area: 4.5 cm L x 5 cm H (+/-5 Variance) Color: as shown

### A.3 Side View 2



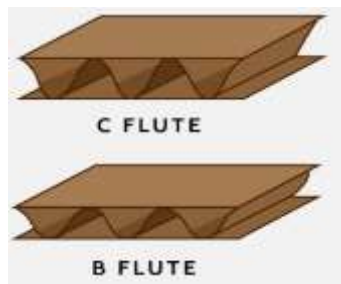
No.	PRINT/SYMBOLS	PRINT/SYMBOLS DETAILS
	“COMPONENTS OF FAMILY FOOD PACKS” Symbol	Font Style: Arial, Bold Font Size: 22  Text box size:15.5 cm L x 6.4 H
	“Components of the food packs are HALAL certified”	Font Style: Arial, Bold Font Size: 11
2	“WARNING: Repacking of goods from its original DSWD package is a criminal offense under PDRRM Act of 2010, and shall be meted with appropriate charges.”	Size/Print Area: 27 cm L x 0.4 cm H Color: Blue (+/5% Variance), Font style: Arial, Bold Font Size: 12, 86% scale Single Line,
3	DSWD LOGO MARK	Size: 3 cm x 3 cm, Color as shown. <b>Compliance with the DSWD Branding Guidelines</b>

**A4 – INTERNATIONAL SYMBOLS ON PROPER HANDLING OF PRODUCT**  
(located at flaps and sides, as shown)

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

**SPECIFICATION ILLUSTRATION**

**1. Flute B and C**



\*B Flute Cardboard (Type B)-cardboard has excellent crush and puncture resistance and is a great printing surface. This cardboard is commonly used for inner packaging components such as pads and partitions

\*C Flute Cardboard (Type C) - cardboard makes a good printing surface. It also has compression properties and offers crush resistance. It is most commonly used for shipping boxes and to secure glass, furniture, food, etc.


**2. Double Walling**



\*Double wall board has two layers of corrugated fluting and three liners, making it extremely durable.

3. **Score or Score line Impression or crease in corrugated or solid fiberboard, made to position and facilitate folds**
4. **Flaps-Extension of the side wall panels that, when sealed, close the remaining openings of a box. Usually defined by one score line and three edges.**



ITEM	SPECIFICATION	Statement of Compliance																										
RICE BAG	<p><b>B. Rice Vacuum Bag for 3 kilos with DSWD Logo</b></p> <table border="1" data-bbox="256 331 1241 678"> <tr> <td>Type</td> <td>Rice Bag for 3 kilos with DSWD Logo</td> </tr> <tr> <td>Unit of Measurement</td> <td>Pack</td> </tr> <tr> <td>Material</td> <td>Nylon/Polyethylene</td> </tr> <tr> <td>Color</td> <td>Transparent</td> </tr> <tr> <td>Dimension per piece</td> <td>14 inches L x 11 inches W (+/-5% variance)</td> </tr> <tr> <td>Seaming</td> <td>Side and Bottom Seal 10 mm (+/- 2% variance)</td> </tr> <tr> <td>Thickness</td> <td>150 microns (+/- 5 variance)</td> </tr> <tr> <td>Packaging</td> <td>500 pieces per pack</td> </tr> </table> <p><b>Markings on Rice Vacuum Bags:</b></p> <p>a. Size of DSWD Logo and spaces of other markings in the rice vacuum bags:</p> <div data-bbox="347 831 1157 1429" style="text-align: center;">  </div> <table border="1" data-bbox="256 1487 1241 2027"> <thead> <tr> <th>Print</th> <th>Print Details</th> </tr> </thead> <tbody> <tr> <td>DSWD Logo with Bagong Pilipinas</td> <td>Size: 9" L x 2.257" H (+/-5% Variance), centered position Color: Red, Blue, and Yellow as shown</td> </tr> <tr> <td>"RELIEF SUPPLIES"</td> <td>Font style: Arial bold Font size: 60, Centered position Font color: Red</td> </tr> <tr> <td>"NOT FOR SALE"</td> <td>Font style: Arial Bold Font size: 80, centered position Font Color: Red</td> </tr> <tr> <td>"WARNING: Selling, buying, repacking, and replacing the DSWD relief goods and its contents is</td> <td>Font style: Arial Font size: 28, centered position Font color: Dark Blue Spacing: Single Line spacing</td> </tr> </tbody> </table>	Type	Rice Bag for 3 kilos with DSWD Logo	Unit of Measurement	Pack	Material	Nylon/Polyethylene	Color	Transparent	Dimension per piece	14 inches L x 11 inches W (+/-5% variance)	Seaming	Side and Bottom Seal 10 mm (+/- 2% variance)	Thickness	150 microns (+/- 5 variance)	Packaging	500 pieces per pack	Print	Print Details	DSWD Logo with Bagong Pilipinas	Size: 9" L x 2.257" H (+/-5% Variance), centered position Color: Red, Blue, and Yellow as shown	"RELIEF SUPPLIES"	Font style: Arial bold Font size: 60, Centered position Font color: Red	"NOT FOR SALE"	Font style: Arial Bold Font size: 80, centered position Font Color: Red	"WARNING: Selling, buying, repacking, and replacing the DSWD relief goods and its contents is	Font style: Arial Font size: 28, centered position Font color: Dark Blue Spacing: Single Line spacing	
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	a criminal offense under DRRM Act of 2010" (at the front views)		
	Other Specifications	The end user will provide a ready-to-print design. The supplier must submit the sample for approval.	
<b>ITEM</b>	<b>SPECIFICATION</b>		<b>Statement of Compliance</b>
<b>STRETCH FILM</b>	Type	Stretch film, Plastic Wrapper for pallet	
	Unit of Measurement	Roll	
	Weight	Not less than two (2) kilos (including paper core)	
	Width	500 mm (+/-2% variance)	
	Thickness	15 microns (+/- 2 variance)	
	Core inside diameter	76 mm (+/- 2 variance)	
<b>ITEM</b>	<b>SPECIFICATION</b>		<b>Statement of Compliance</b>
<b>PACKAGING TAPE</b>	Type	Packaging Tape, 2-inch width	
	Unit of Measurement	Roll	
	Width	48 mm (+/- 5% variance)	
	Length	100 m (+/- 5% variance)	
	Thickness	50 microns (+/- 2% variance)	
	Core Inside Diameter	76 mm (-/+ 2% variance)	
	Color	Transparent	
<b>ITEM</b>	<b>SPECIFICATION</b>		<b>Statement of Compliance</b>
<b>QUALITY STANDARDS</b>	<b>ITEMS</b>	<b>QUALITY REQUIREMENTS</b>	
	RICE	<p>A. Physical Properties Rice shall undergo inspection/approval from the end-user to ensure that the following are met:</p> <ul style="list-style-type: none"> <li>• Must be white in color, medium grain, and regular to well-milled with approximately 75% whole grain and 25% broken rice.</li> <li>• Shall be free from objectionable and foreign odors, live insects, pests, and other contaminants.</li> <li>• End-users may have the option to subject rice to cooking and taste tests to verify sensory properties.</li> </ul> <p>B. Vacuum Packing</p> <ul style="list-style-type: none"> <li>• Pre-packed rice shall undergo at least 12 hours of observations by the supplier prior to production/boxing to ensure the quality of vacuum sealing. Loosely packed rice</li> </ul>	

		<p>shall be corrected before inclusion in the production/boxing process.</p> <ul style="list-style-type: none"> <li>• Pre-packed rice may come in 6 kilos or 3 kilos.</li> <li>• Vacuum-packed rice should not loosen within 45 days from delivery. Should this happen supplier shall be informed immediately for replacement.</li> </ul>	
	CANNED GOODS	<ol style="list-style-type: none"> <li>1. Not Dented, Not Rusty, and Not Spoiled.</li> <li>2. Unlabeled tin cans are not acceptable.</li> <li>3. Compliance with the item's specifications.</li> <li>4. Shall be subject to the approval of the DSWD FO1 before production.</li> </ol>	
	COFFEE AND INSTANT CHOCO MALT DRINK	<ol style="list-style-type: none"> <li>1. Not Hardened</li> <li>2. Compliance with the item's specifications</li> <li>3. Shall be subject to the approval of the DSWD FO1 before production.</li> </ol>	
	PACKAGING MATERIALS	<ol style="list-style-type: none"> <li>1. Not Deformed</li> <li>2. Compliance with the item's specifications should withstand a minimum of 10-layer stacking height of FFP (components).</li> <li>3. Shall be subject to the approval of the DSWD FO1 before production.</li> <li>4. Approved designed of DSWD Logos will provide by the end-user.</li> </ol>	
<b>GENERAL CONDITIONS</b>	<ol style="list-style-type: none"> <li>1. Food Packs shall be delivered containing the components as follows: <ul style="list-style-type: none"> <li>• 6 kilos of Vacuum-Pack Rice or equivalent (2 pack of 3 kilos of Vacuum Pack Rice)</li> <li>• 4 tins of Canned Corned Beef</li> <li>• 4 tins of Canned Tuna</li> <li>• 2 tins of Canned Sardines</li> <li>• 5 sachets of Instant Coffee</li> <li>• 5 sachets of Instant Choco Malt Drink</li> </ul> </li> <li>2. Supplier may offer two (2) brands for the following items provided that it can meet the required specifications indicated in the TOR with the end user's concurrence: <ol style="list-style-type: none"> <li>a. Canned Corned Beef</li> <li>b. Canned Tuna</li> <li>c. Canned Sardines</li> <li>d. Instant Coffee</li> <li>e. Instant Choco Malt Drink</li> </ol> </li> <li>3. Supplier must provide sample Family Food Pack Box and Rice Bag with printed logos of DSWD for proofreading and approval of the DSWD FO 1 Social Marketing Unit before mass production.</li> <li>4. Supplier must have a 10% buffer in every delivery/truck to ensure the immediate replacement of returned or damaged items, in any case, there is.</li> <li>5. Supplier must provide unloaders for delivery of family food packs to DSWD-Field Office 1 Regional Warehouse, Biday, City of San Fernando, La Union, or any DSWD FO1 designated delivery place within Region 1.</li> </ol>		

In case there are no unloaders, the supplier may request to the DSWD Field Office 1 for such provided that the payment will be charged to the requesting supplier and paid directly to the unloaders through cash basis. Payment will be minimum of Php 1,500.00/truck.

6. Representative/s from the DSWD Field Office 1 Inspection Committee shall be present during the repacking to conduct random inspections and ensure that the items are within acceptable quality standards.
7. The supplier should ensure the provision and delivery of the goods upon receipt of request/call-off from the end-user/procurement officer and delivered as stipulated on the framework agreement list.
8. Delivery site shall be at the DSWD Field Office 1 Regional Warehouse, Biday, City of San Fernando, La Union, or to any DSWD FO 1 designated delivery area within Region 1.
9. The Supplier shall shoulder the cost of repacking and delivery at the designated area as identified by DSWD FO1.
10. Delivery Receipt (DR) must be duly signed/received by the authorized representative of the DSWD FO1 and the original copy of the said receipt must be provided to the DSWD FO1 upon delivery.
11. The DSWD FO 1 Inspection Committee shall inspect the products upon delivery to any DSWD FO 1 designated delivery places. DSWD FO1 reserves the right to inspect or test the goods and accept or reject any or all the items delivered not in accordance with the specifications indicated in the Purchase Order and based on the DSWD FO1 quality standards. A random sampling of ten (10) percent in every truck of FFPs will be inspected to ensure the quality of delivered goods.
12. Any items found to be damaged/spoiled or expired within 6 months after the delivery of the FFPs must be replaced by the supplier 30 days upon reporting to the supplier.

## ***Section VIII. 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) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class "B" Documents*

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## II. FINANCIAL COMPONENT ENVELOPE

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

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

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

## *Section IX. Bidding Forms*

**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
	b. Address				b. Date Started
	c. Contact Nos.				c. Date Completed
	d. Email Address		Description	%	
	a.				
	b.				
	c.				
	d.				

B. Private

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

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

Name of Bidder: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

## Statement of Single Largest Completed Contract (SLCC)<sup>1</sup> Similar to the Contract to be Bid (Goods)

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

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

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

Note: *The following documents must be attached to support this statement:*

- (a) Notice of Award*
- (b) Contract*
- (c) Notice to Proceed*
- (d) Official Receipt(s) and/or Disbursement Vouchers*
- (e) User's/Owner's Certificate of Completion/Acceptance*

Name of Bidder: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

<sup>1</sup>The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 5.3, 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



## **Bid Securing Declaration Form**

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

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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]*

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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]*

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

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**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	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 Proposal Form

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

Solicitation No. : \_\_\_\_\_

**(Title of Bidding Project)**

Item No.	Particulars	Quantity	Unit Price (in PhP)	Total Price (in PhP)
TOTAL CONTRACT PRICE				

*NOTE: In case of discrepancy between unit price and total price, the unit price will prevail.  
Contract Price per item is inclusive of all applicable taxes.*

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)

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

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

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

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

## Performance Securing Declaration (Revised)

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**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]*



