PHILIPPINE BIDDING DOCUMENTS

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
FIELD OFFICE MIMAROPA

BIDDING DOCUMENTS FOR SUPPLY AND DELIVERY OF NUTIPACKS FOR THE IMPLEMENTATION OF SUPPLEMENTARY FEEDING PROGRAM DURING COMMUNITY QUARANTINE OF 10th CYCLE – TWICE A DAY FEEDING

FOR CY 2021

PROJECT ID NO. DSWD4B-2021-004

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Department of Social Welfare and Development

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT
FIELD OFFICE MIMAROPA
16680 F.T Benitez cor Malvar Sts. Malate, Manila

INVITATION TO BID FOR SUPPLY AND DELIVERY OF NUTRIPACKS FOR THE IMPLEMENTATION OF SUPPLEMENTARY FEEDING PROGRAM DURING COMMUNITY QUARANTINE OF 10th CYCLE – TWICE A DAY FEEDING

PROJECT ID NO. DSWD4B-2021-004

1. The *Department of Social Welfare and Development Field Office MIMAROPA*, through the *authorized appropriations under the FY 2020 General Appropriations Act-Continuing Funds* intends to apply the sum of ***Eight Million Five Hundred Ninety-Three Thousand Two Hundred Pesos only (Php 8,593,200.00)*** being the ABC to payments under the contract for *Project, "Supply and Delivery of Nutripacks for the implementation of Supplementary Feeding Program during Community Quarantine of the 10th Cycle – Twice- a- Day Feeding with Project ID No. DSWD4B-2021*-004 classified in accordance with the following lots;

LOT NO.	AREA	ABC per Lot (In PHP)
1	Oriental Mindoro	3,729,600.00
2	Palawan	4,863,600.00
TOTAL		**8,593,200.00**

Bids received in excess of the ABC each lot shall be automatically rejected at the bid opening.

2. The DSWD Field Office MIMAROPA now invites bids for the above Procurement Project. Delivery of the Goods is required by *30 Calendar Days upon receipt of NTP*. Bidders should have completed, within *three (3 years)* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

   a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country

the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *DSWD Field Office MIMAROPA Bids and Awards Committee Secretariat* and inspect the Bidding Documents at the address given below during office hours from 8:00 A.M to 5:00 P.M.

5. A complete set of Bidding Documents may be acquired by interested Bidders on *April 20, 2021- May 10, 2021* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of* indicated below corresponding to the total cost of the lot/s to which the bidders intend to participate:

LOT NO.	AREA	ABC Per Lot	Bidding Document Fee (in Php)
1	Oriental Mindoro	3,729,600.00	Php 5,000.00
2	Palawan	4,863,600.00	5,000.00

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PHILGEPS) and the website of the Procuring Entity , provided that the bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Payment for the purchase of Bid Documents may be deposited thru electronic fund transfer or over-the-counter (OTC) transaction to:

Account Name: **DSWD IV-B MISCELLLANEOUS TRUST FUND**
Type Account: **Land Bank (Main –Cash Dept) Current Account**
Account Number: **3402-1021-51**

Proof of payment of bid documents i.e photos/ screenshots/printouts of electronic fund transfer receipts, actual OTC deposit receipts should be submitted with or before the submission of bid documents.

6. The *DSWD Field Office MIMAROPA* will hold a **Pre-Bid Conference[1] on *April 28, 2021 1:30 P.M*** at DSWD Admin Building and/or through video conferencing or webcasting *via google meet*, which shall be open to prospective bidders.

Interested bidders who would like to join the Pre-Bid Conference through video teleconferencing (google meet) may send at procurement.fomimaropa@dswd.gov.ph not later than April 28, 2021 Wednesday the following details so that the DSWD Field Office MIMAROPA BAC Secretariat may send the link and other instructions for the conduct of the video conference;

a. Name of Company;
b. Name of Authorized Representative/s;
c. Contact Number;
d. Email Address

[1] 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.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before ***May 10, 2021, Monday 1:30 P.M. at DSWD Field Office MIMAROPA , 1680 F.T Benitez cor Malvar Sts, Malate, Manila.*** **Late bids shall not be accepted.**

Should there happen a fortuitous event, the Pre-Bid Conference and Submission/Opening of Bids shall be automatically conducted on the next available working day, after the dates as above mentioned respectively for each of the afore-stated activities at the same time and place without need of further advertisement/posting.

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 ***May 10, 2021 2:00 P.M at DSWD Conference Room, 1680 F.T Benitez cor Malvar Sts, Malate, Manila and*/or via *Video Teleconferencing (VTC)thru google meet***. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The DSWD Field Office MIMAROPA 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. **Award of Contract is on Per Lot Basis.** The amount of Bid Security must be equivalent to the percentage of the lot to which the bidder intends to participate.

12. For further information, please refer to:

Harvy B. Calabio
BAC Secretariat Head
DSWD FO MIMAROPA Bids and Awards Committee
DSWD FO MIMAROPA
1680 F.T Benitez cor Malvar Sts, Malate, Manila
Telephone Number: 5336-8107 Local 24052
Cellphone Number : +63998-474-6898
Email Address: procurement.fomimaropa@dswd.gov.ph
Website: www.fo4b.dswd.gov.ph

13. You may visit the following websites:
For downloading of Bidding Documents:
https://fo4b.dswd.gov.ph/opportunities/invitation-to-bid-notices/bid-2021/

April 15, 2021

SHEILA S. TAPIA
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *DSWD Field Office MIMAROPA* wishes to receive Bids for the Supply and Delivery of Nutri-packs for the Implementation of Supplementary Feeding Program during Community Quarantine, with identification number *DSWD4B-2021-003*.

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 *Fiscal Year 2021* in the amount of *Eight Million Five Hundred Ninety-Three Thousand Two Hundred Pesos Only ([Php 8,593,200.00)*

2.2. The source of funding is NGA, National Expenditure Program

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3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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

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

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that Sub Contracting 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 and/or through videoconferencing/webcasting} 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 *three (3 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.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately.

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

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

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

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

iv. The price of other (incidental) services, if any, listed in e

b. For Goods offered from abroad:

i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any

eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or 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[2] 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 *September 10, 2021*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one 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.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

[2] 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.

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items and evaluation will be undertaken on a per lot or item basis , as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in Section VII. Technical Specifications, although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective bidder.

19.4. The Project shall be awarded as One Project having several items grouped into several lots which shall be awarded as separate contracts per lot.

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

20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. *Supply and Delivery of Food Items* b. completed within three (3 years) prior to the deadline for the submission and receipt of bids.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than **One Hundred Seventy-One Thousand Eight Hundred Sixty-Four Pesos only (Php 171,864.00)** if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than **Four Hundred Twenty-Nine Thousand Six Hundred Sixty Pesos only (Php 429,660.00)** if bid security is in Surety Bond.
20	*No additional requirements*
21.1	*No additional requirements*

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**.

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3. Performance Security

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

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4. Inspection and Tests

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1	*The Procuring Entity's Address for Notices is:* ***DSWD MIMAROPA Region*** *1680. F.T Benitez cor Malvar Sts., Malate, Manila* *Email: procurement.fomimaropa@dswd.gov.ph* *Telephone: 5336-8107 Local 24052* Additional requirements for the completion of this Contract shall be provided below. **Delivery and Documents** 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 the Contract are DDP delivered . In accordance with INCOTERMS. The delivery terms applicable to this Contract are delivered **Calapan City, Oriental Mindoro; Agutaya**, **Palawan; Balabac, Palawan, Cagayancillo, Palawan; and San Vicente Palawan** Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). The details of shipping and/or other documents to be furnished by the Supplier are as follows: For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Ms Jobelle Mendoza, Ms. Cristilyn Atrero, and Ms. Juella Marie Castillo.** **Incidental Services** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: **Packaging** The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into

consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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.

Transportation

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.

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.

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.

Section VI. Schedule of Requirements

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

LOT 1

ORIENTAL MINDORO

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Delivered Weeks/Months
1	**NUTRIPACK-RICE BASED PRODUCTS** (easy to cook food)	**124,320**	**pcs**	Within 30 Calendar Days upon receipt of Notice to Proceed.
	Fortified Rice Porridge, Ready to cook single-serve sachet, fortified with Vitamin A or Iron or both; FDA approved; 50 grams/pack; Should have at least 3 variants/flavors (Champorado, Chicken, Beef, etc.); Should indicate expiry date, at least 6 months from the date of delivery. Non-pork items should be Halal Certified.			
2	**NUTRIPACK-PASTA/NOODLE BASED PRODUCTS** (easy to cook food)	**124,230**	**pcs**	
	Fortified Saucy Pasta/Noodle and Macaroni soup, Ready to cook single-serve sachet, fortified with Vitamins and Minerals; FDA approved; 50 grams/pack; Should have at least 3 variants/flavors (Cheese, Tomato, Macaroni soup-Chicken, Beef, etc.); Should indicate expiry date, at least 6 months from the date of delivery. Non-pork items should be Halal Certified.			

***Delivery Site will be in the MSWDO Office – Calapan City, Oriental Mindoro**

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

_____ _____ _____

Name of Company/Bidder Signature over Printed Name of Representative Date

LOT 2

PALAWAN

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Delivered Weeks/Months
1	**NUTRIPACK-RICE BASED PRODUCTS** (easy to cook food)	**162,120**	**pcs**	Within 30 Calendar Days upon receipt of Notice to Proceed.
	Fortified Rice Porridge, Ready to cook single-serve sachet, fortified with Vitamin A or Iron or both; FDA approved; 50 grams/pack; Should have at least 3 variants/flavors (Champorado, Chicken, Beef, etc.); Should indicate expiry date, at least 6 months from the date of delivery. Should be Halal Certified.			
2	**NUTRIPACK-PASTA/NOODLE BASED PRODUCTS (easy to cook food)**	**162,120**	**Pcs**	
	Fortified Saucy Pasta/Noodle and Macaroni soup, Ready to cook single-serve sachet, fortified with Vitamins and Minerals; FDA approved; 50 grams/pack; Should have at least 3 variants/flavors (Cheese, Tomato, Macaroni soup-Chicken, Beef, etc.); Should indicate expiry date, at least 6 months from the date of delivery. Should be Halal Certified			

***Delivery Site will be in the MSWDO Offices – Agutaya, Balabac, Cagayancillo, San Vicente, Palawan**

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

_____ _____ _____

Name of Company/Bidder Signature over Printed Name of Representative Date

Annex A

DELIVERY SCHEDULE AND FOOD REQUIREMENT PER MUNICIPALITY

LOT 1

ORIENTAL MINDORO

A. Calapan City, Oriental Mindoro

NO	DESCRIPTION	PARTICULARS	TOTAL QUANTITY
1	NUTRIPACK-RICE BASED PRODUCTS (easy to cook food)	Champorado	**43,512**
		Beef	**37,296**
		Chicken	**43,512**
2	NUTRIPACK-PASTA/NOODLE BASED PRODUCTS (easy to cook food)	Tomato	**43,512**
		Beef	**43,512**
		Chicken	**37,296**

LOT 2

PALAWAN

A. Agutaya, Palawan

NO	DESCRIPTION	PARTICULARS	TOTAL QUANTITY
1	NUTRIPACK-RICE BASED PRODUCTS (easy to cook food)	Champorado	**6,528**
		Beef	**8,064**
		Chicken	**8,448**
2	NUTRIPACK-PASTA/NOODLE BASED PRODUCTS (easy to cook food)	Tomato	**6,528**
		Beef	**8,448**
		Chicken	**8,064**

B. Balabac, Palawan

NO	DESCRIPTION	PARTICULARS	TOTAL QUANTITY
1	NUTRIPACK-RICE BASED PRODUCTS (easy to cook food)	Champorado	**21,862**
		Beef	**27,006**
		Chicken	**28,292**
2	NUTRIPACK-PASTA/NOODLE BASED PRODUCTS (easy to cook food)	Tomato	**21,862**
		Beef	**28,292**
		Chicken	**27,006**

C. Cagayancillo, Palawan

NO	DESCRIPTION	PARTICULARS	TOTAL QUANTITY
1	NUTRIPACK-RICE BASED PRODUCTS (easy to cook food)	Champorado	**3,570**
		Beef	**4,410**
		Chicken	**4,620**
2	NUTRIPACK-PASTA/NOODLE BASED PRODUCTS (easy to cook food)	Tomato	**3,570**
		Beef	**4,620**
		Chicken	**4,410**

D. San Vicente, Palawan

NO	DESCRIPTION	PARTICULARS	TOTAL QUANTITY
1	NUTRIPACK-RICE BASED PRODUCTS (easy to cook food)	Champorado	13,974
		Beef	17,262
		Chicken	18,084
2	NUTRIPACK-PASTA/NOODLE BASED PRODUCTS (easy to cook food)	Tomato	13,974
		Beef	18,084
		Chicken	17,262

Section VII. Technical Specifications

*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.]*

LOT 1 - ORIENTAL MINDORO

Item	Unit of Issue	Qty	Specification	Bidder's Statement of Compliance
1	pcs	**124,320**	**NUTRIPACK-RICE BASED PRODUCTS** - (easy to cook food) Fortified Rice Porridge, Ready to cook single-serve sachet, fortified with Vitamin A or Iron or both; FDA approved; 50 grams/pack; Should have at least 3 variants/flavors (Champorado, Chicken, Beef, etc.); Should indicate expiry date, at least 6 months from the date of delivery. Should be Halal Certified.	
2	pcs	**124,320**	**NUTRIPACK-PASTA/ NOODLE BASED PRODUCTS** (easy to cook food) Fortified Saucy Pasta/Noodle and Macaroni soup, Ready to cook single-serve sachet, fortified with Vitamins and Minerals; FDA approved; 50 grams/pack; Should have at least 3 variants/flavors (Cheese, Tomato, Macaroni Soup-Chicken, Beef, etc.); Should indicate expiry date, at least 6 months from the date of delivery. Should be Halal Certified.	

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

_____ _____ _____

Name of Company/Bidder **Signature Over Printed Name of Representative** **Date**

LOT 2 - PALAWAN

Item	Unit of Issue	Qty	Specification	Bidder's Statement of Compliance
1	pcs	**162,120**	**NUTRIPACK-RICE BASED PRODUCTS** - (easy to cook food) Fortified Rice Porridge, Ready to cook single-serve sachet, fortified with Vitamin A or Iron or both; FDA approved; 50 grams/pack; Should have at least 3 variants/flavors (Champorado, Chicken, Beef, etc.); Should indicate expiry date, at least 6 months from the date of delivery. Should be Halal Certified.	
2	pcs	**162,120**	**NUTRIPACK-PASTA/ NOODLE BASED PRODUCTS** (easy to cook food) Fortified Saucy Pasta/Noodle and Macaroni soup, Ready to cook single-serve sachet, fortified with Vitamins and Minerals; FDA approved; 50 grams/pack; Should have at least 3 variants/flavors (Cheese, Tomato, Macaroni soup-Chicken, Beef, etc.); Should indicate expiry date, at least 6 months from the date of delivery. Should be Halal Certified.	

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

_____ _____ _____

Name of Company/Bidder Signature Over Printed Name of Representative Date

Section VIII.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
And

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (f) 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**

☐ (g) 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**

☐ (h) 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**

☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

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

Financial Documents

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

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

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

☐ (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

25 FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s).

BID FORM
(shall be submitted with the Bid)

To : Chairperson
Bids and Awards Committee
DSWD Field Office MIMAROPA
1680 F.T Benitez cor Malvar Sts, Malate ,Manila

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the **Supply and Delivery of Nutripacks for the implementation of Supplementary Feeding Program during community quarantine of the 10th Cycle** – **Twice a day feeding with Project ID No. DSWD4B-2021-004** in conformity with the said PBDs for the sum of:

_____

(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: (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.

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 that we comply with the eligibility requirements pursuant to the PBDs. The undersigned is authorized to submit the bid on behalf of [***name of the bidder]***
as evidenced by the attached [***state the written authority].***

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule

(shall be submitted with the Bid)

Name of Bidder _____

Project Identification: DSWD4B-2021-004

LOT 1 – **ORIENTAL MINDORO**

Particulars	Quantity	**Unit Cost**	**Total Cost**
NUTRIPACK-RICE BASED PRODUCTS (easy to cook food)	124,320		
NUTRIPACK-PASTA/NOODLE BASED PRODUCTS (easy to cook food)	124,230		
Total			

Amount in Words: _____

LOT 2 - PALAWAN

Particulars	Quantity	**Unit Cost**	**Total Cost**
NUTRIPACK-RICE BASED PRODUCTS (easy to cook food)	162,120		
NUTRIPACK-PASTA/NOODLE BASED PRODUCTS (easy to cook food)	162,120		
Total			

Amount in Words:_____

Submitted by :

Name:_____

Legal Capacity: _____

Signature : _____

Duly authorized to sign the Bid for and behalf of _____

Date : _____

Statement of all Ongoing Government and Private Contracts including Contracts Awarded but not yet Started
(shall be submitted with the Bid)

Business Name : _____

Business Address: _____

Name of Client/Contact Person/Contact Number /Contact Email Address	Date of the Contract	Title of the Contract/Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
Government						
Private						

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

a. State ALL ongoing contracts including those awarded but not yet started (government including the DSWD) and private contracts which may be similar or not similar to the project being bidded prior to May 10, 2021

b.If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.

c.The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Statement of Single Largest Completed Contract which is Similar in Nature
(shall be submitted with the Bid)

Business Name: _____

Business Address : _____

Name of Client/Contact Person/Contact Number /Contact Email Address	**Date of the Contract**	**Title of the Contract/Name of the Project**	**Kinds of Goods**	**Amount of Contract**	**Date of Acceptance***	**End User's Acceptance or Official Receipt (s) Issued for the Contract**

Submitted by: _____
(Printed Name and Signature)

Designation : _____

Date : _____

a. The SLCC should have been completed (i.e accepted) wthin the period of May 10, 2018 to May 10, 2021.

b. Similar contract shall refer to the supply and delivery of general merchandise

c.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 and whose value, adjusted ton current prices using the PSA 's, CPI must be at least equivalent to at least fifty (50%) of the ABC to be bid.

**Date of Acceptance shall mean the date when the items delivered have satisfactorily met the requirements of the procuring entity as evidenced by either a Certificate of Final Acceptance /Completion from the bidder's client or an Official Receipt or a Sales Invoice (to be submitted during Post qualification)*

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

    a. Carefully examining all of the Bidding Documents;
    b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
    c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
    d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

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

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made this_____day of_____20__between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

   i. Philippine Bidding Documents (PBDs);
      i. Schedule of Requirements;
      ii. Technical Specifications;
      iii. General and Special Conditions of Contract; and
      iv. Supplemental or Bid Bulletins, if any

   ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

   Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

   iii. Performance Security;

   iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

   v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB**

that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

[Insert Name and Signature]	*[Insert Name and Signature]*
[Insert Signatory's Legal Capacity]	*[Insert Signatory's Legal Capacity]*
for:	*for:*
[Insert Procuring Entity]	*[Insert Name of Supplier]*

Acknowledgment

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

Republic of the Philippines
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Government Procurement Policy Board