

Republic of the Philippines **Department of Education** REGION VII - Central Visayas SCHOOLS DIVISION OF NEGROS ORIENTAL

PHILIPPINE BIDDING DOCUMENTS

Nutritious Food Products (NFP) and Milk Component for the School Based Feeding Program (SBFP) Implementation for SY 2023-2024

LOT 3 - ENRICHED BREAD

Sixth Edition July 2020

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines

Department of Education

REGION VII – Central Visayas SCHOOLS DIVISION OF NEGROS ORIENTAL

INVITATION TO BID FOR Nutritious Food Products (NFP) and Milk Component for the School Based Feeding Program (SBFP) Implementation for School Year 2023-2024 LOT 3 – ENRICHED BREAD

 The Department of Education – Schools Division of Negros Oriental, through the SBFP-341 Sub 006 intends to apply the sum of Php 3,534,480.00 (Three Million Five Hundred Thirty Four Thousand Four Hundred Eighty Pesos) being the ABC to payments under the contract for the Nutritious Food Products (NFP) and Milk Component for the School Based Feeding Program (SBFP) Implementation for School Year 2023-2024 Rebid, details as shown below;

Lot #	Description	Approved Budget for Contract (ABC)
3	ENRICHED BREAD	Php 3,534,480.00

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

- 2. The **Department of Education Schools Division of Negros Oriental** now invites bids for the above Procurement Project. Delivery of the Goods is required within **145** calendar days upon receipt of the **Notice to Proceed.** Bidders should have completed, 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 nondiscretionary "*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 **Department of Education Schools Division of Negros Oriental** and inspect the Bidding Documents at the address given below during 8:00 AM to 5:00 PM (Monday to Friday).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 28, 2023 and until the opening of bids** from the given address below and upon

payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Php 5,000.00**;

Interested bidders may pay the applicable fees in person or deposit their payment for the Bidding Documents to our Development Bank of the Philippines (DBP) account, details as follows:

Account Name: DepEd, Division of Negros Oriental Account Number: 0-00160-740-1

The bidder must present its proof of payment for the fees in person or email its proof of payment to this email address: **negros.oriental@deped.gov.ph**. After verification from the bank, the bidding documents will be sent through email provided that the bidder shall print the bid documents and submit them to the procuring entity as a requirement among others before the awarding of contract.

- 6. The **Department of Education Schools Division of Negros Oriental** will hold a Pre-Bid Conference on **October 6, 2023 9:30AM** at **Library Hub, Schools Division of Negros Oriental, Kagawasan Avenue, Capitol Area, Daro, Dumaguete City**, 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 the following schedules.

Project	Date and Time	Venue
LOT 3 – Enriched Bread	October 18, 2023 9:30 AM	3 rd Floor Division Conference Room, Negros Oriental SDO

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. The **Department of Education Schools Division of Negros Oriental** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 10. For further information, please refer to:

MARCELO K. PALISPIS EdD, JD BAC Chairperson, OIC - ASDS Schools Division of Negros Oriental Kagawasan Avenue, Capitol Area, Daro Dumaguete City, Negros Oriental 6200 (035) 225 1623 www.depednegor.net

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Department of Education - Schools Division of Negros Oriental** wishes to receive bids for **Nutritious Food Products (NFP) and Milk Component for the School Based Feeding Program (SBFP) Implementation for School Year 2023-2024 Rebid with ITB No.**<u>ITB 2023-10-137.</u>

The Procurement Project (referred to herein as "Project") is composed of **1 LOT**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for Calendar Year 2023 in the amount of Php 3,534,480.00 (Three Million Five Hundred Thirty Four Thousand Four Hundred Eighty Pesos).
- 2.2. The source of funding is: NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. 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 Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent* (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

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.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until Sixty (60) Calendar Day. 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.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 7 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the

BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause									
5.3	For this purpose, contracts similar to the Project shall be those described in the <u>BDS</u> , and completed within the relevant period stated in the Invitation to Bid and ITB .								
7.1	No further instructions								
12	The price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the <u>BDS</u> or the applicable International Commercial Terms (INCOTERMS) for this Project.								
14.1	The bid security shall be in the form of a Bid following forms and amounts:	d Securing Declaration, or any of the							
	Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)							
	a. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.								
	b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Two percent (2%)							
	c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Five percent (5%)							
	d. Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security							
	e. Bid Securing Declaration	No Percentage required							
19.3									
20.2	 The lowest calculated bid shall present Orig Qualification evaluation; 1. PhilGEPS Certificate of Registration (Pl. 2. DTI/SEC Registration Certification 3. Business/Mayor's Permit 4. Tax Clearance 5. Audited Financial Statement Latest Income and Business Tax Returns, File and Payments System (eFPS) 	atinum)							
21.2	No Further Instructions								

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).**

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause							
	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 this Contract are stated in the Section VII - Technical Specification. 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 Ms. Ruby Jean Estrellita M. Bidaure AO-IV Supply Officer.						
	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: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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 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. 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. 						
	Spare Parts – The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:						

a. 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
b. in the event of termination of production of the spare parts:
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.
The Supplier shall carry sufficient inventories to assure ex-stock supply or consumable spare parts or components for the Goods for a period of 2 years.
Spare parts or components shall be supplied as promptly as possible, but in any case, within 2 months of placing the order.
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.
The outer packaging must be clearly marked on at least four (4) sides as follows
Name of the Procuring Entity Name of the Supplier
Contract Description Final Destination Gross weight Any special lifting instructions

	Any relevant HAZCHEM classifications
	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.
	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 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.
	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.
	Intellectual Property Rights –
	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.
2.2	The terms of payment shall be full payment upon completion of the project and all documentary requirements have been complied with.
4	The inspections and tests that will be conducted will be on-site inspection.
	1

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 #	Description	Delivery Schedule
3	Enriched Bread	Within 145 days upon the receipt of Notice to Proceed.

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

Name of Company/Bidder

Signature Over Printed Name

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent*." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

LOT 3 - ENRICHED BREAD ABC = Php 3,534,480.00

Unit	Item Description	Quantity	Unit cost	
	Project A Lot 3			
	For week 2, 4, 7, 9, 11, 13, 15, AND 17			
1 PACK (2 PCS/PACK)	ENRICHED BREAD	196,360	18.00	
	SPECS:			
	60 grams per bun			
	Energy 312-400 kcal			
	Saturated Fat 0-7g			
	Protein 8-16g			
	Sugar less than 10-25g			
	Sodium less than 120-200mg			
	* The bread must be in good condition - not expired, no signs of molds, no foul smell and soft in texture.			
	*The bread must be individually packed in food grade transparent plastic pouches.			
	*The packaging must clearly and readably indicate the manufacturing date and expiration date.			
	* Each pack must have a label: "DepEd-SBFP, NOT FOR SALE."			
	* All items must be delivered at least 5 days before the expiry date.			
	* Upon delivery of the items, during inspection of the District Inspection Team, items with signs of spoilage (e.g. discoloration, molds, odor) shall be replaced.			

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

Name of Company/Bidder

Signature Over Printed Name

Date

General Guidelines

- 1. All food items per week should be hygienically packed ready for distribution to the different drop off points
- 2. Food items individually packed for beneficiaries must be prepared per school and delivered to identified drop-off points.
- 3. All deliveries should follow the agreed upon schedule
- Monday First Congressional District
- Tuesday Second Congressional District
- Tuesday Third Congressional District
- 4. If unable to deliver on time, inform the District Feeding Coordinator/School Head a day before the schedule
- 5. Please see attached Sample Cycle Menu for perusal
- 8. The Nutritious Food Products covers 88 feeding days,
- and 60 feeding days for the Milk Products, Monday to Friday
- 9. District Inspectorate Committee shall be responsible to
- receive & check the quality and quantity of the delivered food items and request the same for replacement within 24 hours with attached MOV's

SCHOOL-BASED FEEDING PROGRAM NFP CYCLE MENU 2023

October 2023 – November 2023

Feeding Wk	Week/Date	Monday	Tuesday	Wednesday	Thursday	Friday
	1	2	3	4	5	6
1		E-Nutribun –	Nutri Pack Rice	Calamansi Juice	Monggo	Iron Fortified Rice
		Squash	Champorado			
2	2	9	10	11	12	13
		Milky/Milk Bun	Brown Rice Nutty	Rimo Rice –	Malunggay Butter	Banana Chips
			Fruity Bar	Mongo Curl	Cookies	
3	3	16	17	18	19	20
		E-Nutribun –	Nutri Pack Rice	Calamansi Juice	Monggo	Iron Fortified Rice
		Carrots	Champorado			
4	4	23	24	25	26	27
		Milky/Milk Bun	Brown Rice Nutty	Rimo Rice –	Malunggay Butter	Banana Chips
			Fruity Bar	Mongo Curl	Cookies	
5	5	30	31	1	2	3
		E-Nutribun –	Nutri Pack Rice	Calamansi Juice	Monggo	Iron Fortified Rice
		Squash	Champorado			

November 2023 – December 2023

Feeding Wk	Week/Date	Monday		Tuesd	day	Wedne	esday	Thu	sday	Frida	У
6	1	6		7		8		9		10	
			E-Nutribun –		Brown Rice Nutty		Rimo Rice –		Malunggay Butter		Banana Chips
			Carrots		Fruity Bar		Mongo Curl		Cookies		
7	2	13		14		15		16		17	
		Μ	lilky/Milk Bun		Nutri Pack Rice		Calamansi Juice		Monggo		Iron Fortified Rice
					Champorado						
8	3	20		21		22		23		24	
			E-Nutribun –		Brown Rice Nutty		Rimo Rice –		Malunggay Butter		Banana Chips
			Squash		Fruity Bar		Mongo Curl		Cookies		
9	4	27		28		29		30		1	
		Μ	lilky/Milk Bun		Nutri Pack Rice		Calamansi Juice		Monggo		Iron Fortified Rice
					Champorado						

December 2023

Feeding Wk	Week/Date	Monday	Tuesday	uesday Wednesday 1		Friday
10	1	4	5	6	7	8
		E-Nutribun –	Brown Rice Nutty	Rimo Rice –	Malunggay Butter	Banana Chips
		Carrots	Fruity Bar	Mongo Curl	Cookies	_
11	2	11	12	13	14	15
		Milky/Milk Bun	Nutri Pack Rice	Calamansi Juice	Monggo	Iron Fortified Rice
			Champorado			

January 2024 – February 2024

Feeding Wk	Week/Date	Monda	y .	Tues	day	Wedn	esday	Thu	rsday	Frida	ıy
12	1	8		9		10		11		12	
			E-Nutribun –		Brown Rice Nutty		Rimo Rice –		Malunggay Butter		Banana Chips
			Squash		Fruity Bar		Mongo Curl		Cookies		
13	2	15		16		17		18		19	
			Milky/Milk Bun		Nutri Pack Rice		Calamansi Juice		Monggo		Iron Fortified Rice
					Champorado						
14	3	22		23		24		25		26	
			E-Nutribun –		Brown Rice Nutty		Rimo Rice –		Malunggay Butter		Banana Chips
			Carrots		Fruity Bar		Mongo Curl		Cookies		
15	4	29		30		31		1		2	
			Milky/Milk Bun		Nutri Pack Rice		Calamansi Juice		Monggo		Iron Fortified Rice
					Champorado						

February 2024

Feeding Wk	Week/Date	Monday	Tuesday	Wednesday	Thursday	Friday
16	1	5	6	7	8	9
		E-Nutribun –	Brown Rice Nutty	Rimo Rice –	Malunggay Butter	Banana Chips
		Squash	Fruity Bar	Mongo Curl	Cookies	_
17	2	12	13	14	15	16
		Milky/Milk Bun	Nutri Pack Rice	Calamansi Juice	Monggo	Iron Fortified Rice
			Champorado			
18	3	19	20	21		
		E-Nutribun –	Brown Rice Nutty	Rimo Rice –	-	-
		Carrots	Fruity Bar	Mongo Curl		

Items	Pieces	No. of	No. of	Days	Amount
		bens	pieces		
E-Nutribun – Carrots	5		122,725	18	2,209,050
E-Nutribun – Squash	5		122,725	18	2,209,050
Milky/Milk Bun	8	24,545	196,360	18	3,534,480
Nutri Pack Rice Champorado	9		220,905	18	3,976,290
Brown Rice Nutty Fruity Bar	9		220,905	18	3,976,290
Calamansi Juice	9		220,905	18	3,976,290
Rimo Rice – Mongo Curl	9		220,905	18	3,976,290
Mongo	9		220,905	18	3,976,290
Malunggay Butter Cookies	8		196,360	18	3,534,480
Iron Fortified Rice	9		220,905	18	3,976,290
Banana Chips	8		196,360	18	3,534,480
TOTAL			2159960		38,879,280

DROP OFF POINTS

FIRST CONGRESSIONAL DISTRICT

	N	IANJUYOD	1		
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens	TOTAL
1	Bagtic ES	235	9	18	27
2	Campuyo Elementary School	486	12	84	96
3	Dungoan Elementary School	202	3	18	21
4	Lamogong ES	285	6	46	52
5	Locay ES	254	61	85	146
6	Managba ES	104	0	1	1
7	Mandalupang Elementary School	86	9	13	22
8	Matambok ES	333	3	26	29
9	Sagrada ES (Drop off)	371	10	33	43
10	Sampiniton ES	258	5	55	60
11	San Jose ES	111	1	27	28
12	Sotero A. Singco MES (Maaslum ES)	313	10	25	35
13	Tanglad Elementary School	164	24	38	62
14	Kayotesan ES	227	7	15	22
		3,429	160	484	644

NO.		ENROLMENT	SW Bens	W Bens	
1	Bala-as Elementary School	143	7	33	40
2	Bolisong ES	495	9	34	43
3	Butong ES	318	8	39	47
4	Candabong ES	219	9	21	30
5	Concepcion ES	114	5	38	43
6	Libjo ES	156	3	14	17
7	Manjuyod CES (Drop off)	450	15	43	58
8	Manjuyod SPED	241	3	10	13
9	Palay ES	195	9	15	24
10	Sacsac ES	138	0	15	15
11	Salvacion ES	155	2	38	40
12	San Isidro ES	137	3	10	13
13	Tubod ES	151	3	19	22
14	Tupas ES	184	7	34	41
	TOTAL	3096	83	363	446

		BINDOY 1			
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens	
120169	Atotes Elementary School	242	16	56	72
120170	Batangan Elementary School	99	11	24	35
120171	Bindoy Central ES (Drop off)	536	8	93	101
120172	Bulod Elementary School	270	12	42	54
120173	Cabcaban Elementary School	524	18	79	97
120174	Cabugan Elementary School	181	0	13	13
120176	Campulay Elementary School	135	0	48	48
120177	Camudlas Elementary School	109	1	39	40
120181	Danawan Elementary School	59	0	26	26
120183	Malaga Elementary School	316	11	32	43
120184	Manseje Elementary School	139	8	16	24
120187	Nagcasunog Elementary School	89	37	18	55
189519	Naula-an Elementary School	155	22	34	56
120190	Pangalaycayan Elementary School	99	17	30	47
120191	Peñahan Elementary School	114	21	34	55
120192	Salong Elementary School	86	5	34	39
120193	Tagaytay Elementary School	296	16	30	46
120196	Tubod Elementary School	73	4	5	9
		3522	207		
	TOTAL			653	860

		BINDOY 2			
No.	SCHOOLS	ENROLMENT	SW Bens	W Bens	
120175	Calatagan ES	113	12	30	42
120178	Canluto ES	198	5	24	29
120179	Capipines ES	222	5	25	30
120180	Danao ES	176	30	33	63
120182	Domolog Elementary School	180	7	13	20
120185	Mantahaw ES	176	10	22	32
120186	Matobato ES	274	26	46	72
120188	Nalundan ES	395	13	57	70
120189	Pagsalayon ES	109	60	5	65
120194	Talaptapan ES	221	3	52	55
120195	Tinaogan ES (Drop off)	546	22	42	64
		2,610	193	349	542

	AYUNGON 1							
No.	SCHOOLS	ENROLMENT	SW Bens	W Bens				
120031	Anibong Elementary School	182	4	74	78			
	Calagcalag Elementary							
120036	School	293	33	41	74			
120037	Candana-ay ES	235	13	44	57			
120038	Canlukduhan ES	107	6	47	53			
	Gomentoc Elementary							
120041	School	225	12	60	72			
120042	Inacban Elementary School	192	12	35	47			
120044	Jandalamanon Elementary	136	6	56	62			
120044	School Maaslum Elementary	150	0	30	02			
120048	School	199	36	33	69			
120048	Mabato Elementary School	349	33	47	80			
120049	Manogtong Elementary	545	55	47	00			
120050	School	158	3	76	79			
120053	So-ok Elementary School	176	22	48	70			
120054	South Poblacion ES (Drop off)	373	30	57	87			
	Tampocon I Elementary							
120057	School	194	7	20	27			
120059	Tiguib Elementart School	214	12	60	72			
	Tumampon Elementary							
120060	School	144	46	7	53			
		3,177	275	705	980			
	TOTAL				0			

AYUNGON 2							
	SCHOOLS	ENROLMENT	W Bens	W Bens			
120030	Amdus Elementary School	104	6	22	28		
120032	Awa-an ES	234	13	33	46		
120033	Ayungon CES (Drop off)	770	36	95	131		
120034	Banban ES	303	4	80	84		
120035	Buenavista Elementary School	165	3	11	14		
120039	Carol-an Elementary School	226	0	57	57		
120040	Duli-Duli Elementary School	112	4	33	37		
120043	Iniban Elementary School	181	5	14	19		
120045	Kilaban Elementary School	121	7	40	47		
120046	Lamigan Elementary School	134	1	51	52		
120047	Libtacon Elementary School	123	32	47	79		
120052	Nabhang ES	153	10	36	46		

120051	Nabalian ES	173	15	43	58
	Talanyog Elementary				
120055	School	109	11	46	57
120056	Tambo Elementary School	854	133	127	260
	Tibyawan Elementary				
120058	School	210	10	24	34
		3,972	290	759	1,049
/	TOTAL				

	TAYASAN 1							
	SCHOOLS	ENROLMENT	SW Bens	W Bens				
1	Bago ES	194	42	45	87			
2	Ilaya-Tayasan Elementary							
	School	159	13	106	119			
3	Linao Elementary School	164	30	63	93			
4	Matuog ES (Drop off)	330	78	48	126			
5	Numnum Elementary							
	School	63	2	50	52			
6	Pindahan ES	42	25	42	67			
	Pinocawan Elementary							
7	School	346	29	158	187			
8	Sacsac ES	132	2	23	25			
9	Suquib Elementary School	124	49	30	79			
10	Tamao Elementary School	194	7	13	20			
11	Tanlad ES	79	18	13	31			
		1,827	295	591	886			
	TOTAL							

TAYASAN 2								
	SCHOOLS	ENROLMENT	SW Bens	W Bens				
1	Banga Elementary School	155	24	33	57			
2	Cambaye Elementary School	171	12	54	66			
3	Dalaupon Elementary School	104	20	23	43			
4	Maximiano Bolongaita ES	263	36	65	101			
5	Jilabangan Elementary School	202	10	42	52			
6	Lag-it Elementary School	260	21	20	41			
7	Lutay ES	208	18	34	52			
8	Mabigo Elementary School	101	4	40	44			
9	Maglihe Elementary School	112	1	18	19			
10	Matauta Elementary School	176	5	13	18			

11	Nabilog Elementary School	248	9	21	30
	Pinalubngan Elementary				
12	School	154	38	69	107
13	Saying Elementary School	104	5	28	33
14	Tabunan ES	125	3	14	17
15	Tambulan Elementary School	304	53	34	87
16	Tayasan CES (Drop off)	735	8	26	34
		3,422	267	534	801
	TOTAL				

JIMALALUD 1								
	SCHOOLS	ENROLMENT	SW Bens	W Bens				
1	Aglahug Elementary School	130	14	47	61			
2	Bae ES (Drop off)	421	35	35	70			
3	Cabang Elementary School	90	6	58	64			
4	Cangharay Elementary School	234	46	48	94			
5	Irene Elementary School	191	7	22	29			
6	Mongpong Primary School	96	6	58	64			
7	Talamban ES	89	11	49	60			
8	Tamao Elementary School	240	35	88	123			
9	Yli Elementary School	301	5	150	155			
	Total	1,792	165	555	720			

JIMALALUD 2

	SCHOOLS	ENROLMENT	SW Bens	W Bens	TOTAL
1	Agutayon Primary School	80	6	8	14
2	Apanangon ES	205	8	30	38
3	Balaas Primary School	67	8	40	48
4	Bangcal Elementary School	200	14	42	56
5	Banog ES	111	3	59	62
6	Buto Primary School	103	3	11	14
	Camandayon Elementary				
7	School	114	18	<mark>62</mark>	80
8	Jimalalud CS (Drop off)	824	54	<mark>65</mark>	119
9	Lacaon ES	139	39	18	57
10	Mahanlod ES	167	3	28	31
11	Malabago Elementary School	90	37	28	65
12	Mambaid Elementary School	106	20	16	36
13	Owacan ES	329	8	63	71
14	Pacuan Elementary School	225	39	71	110
	Sampiniton Elementary				
15	School	166	9	41	50
		2,926	269	582	851
	TOTAL				0

	LA LIBERTAD 1								
	SCHOOLS	ENROLMENT	SW Bens	W Bens					
1	Bigaa ES	124	68	14	82				
2	Eli ES	252	5	55	60				
3	Guihob ES	245	7	94	101				
4	La Libertad CES (Drop off)	901	24	84	108				
5	La Libertad North Pob. Primary School	150	30	82	112				
6	Mambulod ES	100	0	0	0				
7	Manghulyawon ES	184	17	41	58				
8	Manluminsag ES	131	4	16	20				
9	Pitogo Elementary School	270	12	86	98				
10	San Jose ES	247	9	24	33				
11	Tala-on ES	142	12	23	35				
12	Talostos ES	240	5	27	32				
		2,986	193	546	739				
	TOTAL								

	IOIAL								
LALIBERTAD 2									
	SCHOOLS	ENROLMENT	SW Bens	W Bens					
1	Aniniaw ES	145	0	0	0				
2	Agbobolo ES	65	2	10	12				
3	Aya ES	104	6	14	20				
4	Bagtic ES	322	2	26	28				
5	Busilac ES	290	16	40	56				
6	Cangabo ES	225	12	26	38				
7	Kansumandig ES	233	14	47	61				
8	Mandapaton ES	162	19	20	39				
9	Mapalasan ES	131	<mark>60</mark>	40	100				
10	Martilo ES (Drop off)	274	15	31	46				
11	Nasunggan ES	255	8	50	58				
12	Pacuan ES	477	16	41	57				
13	Pangca ES	59	17	5	22				
14	Pisong ES	116	12	38	50				
15	Solonggon ES	342	4	22	26				
		3,200	203	410	613				
	TOTAL								

	SIBULAN 1							
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens				
1	Agan-an Primary School	191	34	49	83			
2	Boloc-boloc Elementary School	994	44	87	131			
3	Calabnugan Elementary School	258	24	36	60			
4	Cangmating Elementary School	384	24	56	80			
5	Magatas Elementary School	258	24	104	128			
6	Maslog Elementary School	428	10	59	69			
7	Sibulan Central ES (Drop off)	1,485	53	99	152			
8	Tubtubon Elementary School	342	66	58	124			
9	Tubigon ES	116	24	4	28			
10	San Antonio ES	398	5	37	42			
		4,854	308	589	897			
	TOTAL							

SECOND CONGRESSIONAL DISTRICT

	SIBULAN 2								
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens					
1	Balugo Elementary School	317	12	41	53				
2	Cambajao Elementary School	83	52	1	53				
3	Cantalawan Elementary School	112	9	50	59				
4	Escaguit Elementary School	169	25	5	30				
5	Libertad Ong Calderon Elementary School	387	6	19	25				
6	Looc Elementary School	191	18	24	42				
7	Magsaysay Memorial ES (Drop off)	731	16	43	59				
8	Maningcao Elementary School	323	16	61	77				
9	Tubod/Bagtic Elementary School	29	16	13	29				
		2342	170	257	427				
	TOTAL								

	SAN JOSE				
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens	
1	Alicia C. Calumpang Elementary School	226	7	60	67
2	Basak Primary School	115	1	14	15
3	Cancawas Primary School	84	24	27	51
4	Crisostomo O. Retes Elementary School	242	24	53	77

5	Guilongsoran Primary School	91	5	10	15
6	Janayjanay Elementary School	176	4	17	21
7	Jose R. Remollo ES (Cambaloctot ES)	70	1	14	15
8	Pedro A. Remoto Elementary School	221	9	20	29
9	San Jose Central ES (Drop off)	901	20	82	102
10	San Roque Primary School	87	17	25	42
11	Siapo Elementary School	266	5	25	30
12	Sra. Ascion Elementary School	260	19	51	70
13	Tapon Norte Elementary School	319	28	56	84
		3,058	164	454	618
/	TOTAL				
		•			

AMLAN						
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens		
1	Amlan CES (Drop off)	1053	44	54	98	
2	Aurelio Ibero MES (Jugno ES)	233	14	28	42	
3	Bio-os Elementary School	596	14	55	69	
4	Cañete Elementary School	127	16	31	47	
5	Cantalina Elementary School	148	5	5	10	
6	Jantianon Elementary School	483	15	34	49	
7	Martin Benjamin MES (Tambojangin ES)	206	31	24	55	
8	Panusuan Elementary School	49	2	1	3	
9	Silab Elementary School	393	9	35	44	
10	Tandayag Elementary School	169	4	9	13	
		3,457	154	276	430	
/	TOTAL					

MABINAY 1						
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens		
1	Barang-barang Primary School	63	11	22	33	
2	Bagtic Elementary School	460	26	48	74	
3	Bulwang Elementary School	258	73	47	120	
4	Canggohob Elementary School	294	33	93	126	
5	Cansal-ing Elementary School	194	12	58	70	
6	Cantombol Elementary School	135	61	51	112	
7	Campo-aling Elementary School	118	39	48	87	
8	Don Cristito C. Tirambulo MES (Drop off)	987	20	108	128	
9	Lamdas Elementary School	268	11	41	52	
10	Mampalasan Elementary School	140	6	62	68	

11	Pedro Gobuyan, Sr. MES (Mayaposi ES)	232	26	71	97
12	Tingtingon ES	88	3	75	78
		3,237	321	724	1,045
/	TOTAL				0
	M	ABINAY 2			
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens	
1	Lumbangan Central ES (Drop off)	745	81	78	159
2	Tadlong Elem. School	186	2	10	12
3	Himocdungon Elementary School	395	14	36	50
4	Tara Elementary School	588	5	100	105
5	Danawan Elementary School	228	22	57	79
6	Campanun-an Elem. School	226	18	27	45
7	Lower Campanun-an Elem. Sch.	111	5	30	35
8	Pantao Elem. School	381	59	111	170
9	Pantao Brgy. Site Elem. School	238	35	57	92
10	Lanot Elementary School	220	16	86	102
11	Dagbasan Elementary School	248	9	60	69
12	Baliw Elementary School	170	68	28	96
		3,736	334	680	1,014
1	TOTAL				0

	MABINAY 3					
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens		
1	Banban Elementary School	201	1	47	48	
2	Barras Elementary School	404	22	67	89	
3	Bugnay Elementary School	96	2	25	27	
4	Bulibulihan Elementary School	128	12	63	75	
5	Mabinay Central (Drop off)	1548	22	367	389	
6	Manlingay Elementary School	281	64	79	143	
7	Namangka Elementary School	217	22	31	53	
8	Napasu-an Elementary School	108	12	17	29	
9	New Namangka Elementary School	154	22	15	37	
10	Old Namangka Elementary School	147	1	40	41	
11	Arebasore Elementary School	151	14	46	60	
12	Alagasihan Elem. School	201	1	43	44	
		3,636	195	840	1,035	
/	TOTAL				0	
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	MABINAY 4					
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens		
1	Abis ES (Drop off)	457	84	124	208	
2	Basakan Elementary School	127	47	81	128	
3	Bato Elementary school	302	23	105	128	
4	Binantangan Elementary School	125	47	37	84	
5	Dahile Elementary School	427	59	110	169	
6	Hagtu Elementary School	111	23	33	56	
7	Inapoy Elementary Schol	355	45	160	205	
8	Lapong Elementary School	71	6	31	37	
9	Luyang Elementary School	295	42	77	119	
10	Nabaliwan Elementary School	61	35	36	71	
11	Pandanon Elementary School	465	27	93	120	
12	Pinayon-an Elementary School	104	6	43	49	
13	Samac Elementary School	362	80	74	154	
14	Tampa Elementary School	84	9	26	35	
		3,346	533	1,030	1,563	
/	TOTAL				0	

	BACONG					
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens		
1	Bacong Central School (Drop off)	1368	58	94	152	
2	Buntod Elementary school	293	8	20	28	
3	Calangag Elementary School	218	18	18	36	
4	Fausto M. Sarono - Tubod					
	Elementary School	116	14	36	50	
5	Isugan Elementary School	271	5	18	23	
6	Nazario Tale Memorial					
	Elementary School	750	23	43	66	
7	Sacsac ES	453	21	70	91	
8	San Miguel Elementary School	695	17	<mark>62</mark>	79	
9	Timbanga Elementary School	107	0	13	13	
10	Timbao Elementary School	153	4	9	13	
		4,424	168	383	551	
	TOTAL					

	VALENCIA					
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens		
1	Badiang Elementary School	70	0	4	4	
2	Balabag Elementary School	249	8	13	21	
3	Balili Elementary School	86	0	1	1	
4	Balugo Elementary School	438	10	13	23	
5	Bong-ao Elementary School	463	1	18	19	
6	Bongbong Elementary School	408	11	20	31	
7	Caidiocan Elementary School	231	4	3	7	
8	Dobdob Elemntary School	161	15	20	35	
9	Dungga Elementary School	54	0	1	1	
10	Inas Elementary School	68	2	3	5	
11	Liptong Elementary School	333	4	13	17	
12	Malabo Elementary School	112	0	0	0	
13	Malaunay Elementary School	289	14	29	43	
14	Nasuji Elementary School	148	4	18	22	
15	Palinpinon Elementary School	255	1	7	8	
16	Puhagan Elementary School	133	3	11	14	
17	Pulangbato Elementary School	121	2	8	10	
18	Sagbang Elementary School	134	1	8	9	
19	Valencia Central ES (Drop off)	1101	20	58	78	
20	Vicente Villa Elementary School	205	0	0	0	

21	Calinawan Elementary School	132	19	18	37
		5191	119	266	385
	TOTAL				
	D	AUIN			
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens	
1	Apo Elementary school	103	4	16	20
2	Bagacay Elementary School	189	9	10	19
3	Baslay ES	158	2	9	11
4	Bulak Elementary School	222	8	28	36
5	Casile Elementary School	174	2	9	11
6	Dauin Central School (Drop off)	1049	28	93	121
7	Maayongtubig ES	468	27	33	60
8	Mag-aso ES	179	1	3	4
9	Magsaysay Elementary School	195	6	17	23
10	Malongcay Elementary School	244	3	24	27
11	Masaplod ES	229	0	2	2
12	Panubtuban Elementary School	157	2	10	12
13	Tugawe ES	319	5	56	61
		3,686	97	310	407
	TOTAL				

ZAMBOANGUITA	1
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NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens					
1	Basak Elementary School	272	19	47	66				
2	Calango Elementary School	190	0	22	22				
3	Gregorio Elmaga MES (Nasig-id ES)	239	20	32	52				
4	Kaladias ES	249	22	55	77				
5	Malongcay Elementary School	107	0	60	60				
6	Maluay ES (Drop off)	533	27	58	85				
7	Nabago ES	99	6	6	12				
		1,689	94	280	374				
	TOTAL								
	ZAMBO	ANGUITA 2							
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens					
1	Benito Gadiana Memorial ES	176	8	47	55				
2	Felix M. Tio Memorial E/S (Bangcolotan ES)	188	12	32	44				
3	Lutoban ES	192	1	8	9				
4	Mayabon ES	299	13	81	94				

5	Moises Bangay Alanana Elem Schl	108	5	16	24					
6	Moises Bangay Alanano Elem Schl. Salngan ES				21					
		330	50	45	95					
7	Zamboanguita CES (Drop off)	1,171	72	104	176					
	тоты	2,464	161	333	494					
	TOTAL									
	SIATON 1									
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens						
1	Albiga Elementary School	220	6	80	86					
2	Antulang Elementary School	65	5	9	14					
3	Bonbonon ES	261	0	31	31					
4	Inalad ES(Sumaliring) Drop off	621	48	45	93					
5	Kabangkalan ES	198	37	101	138					
6	Lindy Pajunar MES (Bondo ES)	600	46	103	149					
7	Palayuhan ES	310	19	71	90					
8	Ramon Ponce De Leon MES (Malabuhan ES)	398	25	61	86					
9	Salingkubong ES	231	7	57	64					
10	Tayak Elementary School	250	52	44	96					
		3,154	245	602	847					
	TOTAL									
	SIA	TON 2								
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens						
1	Canaway Elementary chool	243	20	75						
2	Candugay Elementary School	384	18	57						
3	Casalaan ES	264	13	18						
4	Datag Elementary School	224	14	46						
5	Felipe Tayko MCES (Drop off)	1789	103	243						
6	Luan-Luan Elementary School	84	2	40						
7	Mantiquil Elementary School	472	27	84						
8	Nawacat Elementary School	261	9	25						
9	San Jose Elementary School	205	3	12						
		3,926	209	600	809					
	TOTAL									
	SIA	TON 3								
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens						

1	Apoloy Elementary School	203	42	75	
2	Caticugan Elementary School	245	48	53	
3	Cruz Gadiane Elementary School	127	0	47	
4	Hagikhik Elementary School	43	2	4	
5	Lamberto L. Macias ES (Cambonbon ES)	404	22	65	
6	Maloh Central School (Drop off)	1064	0	97	
7	Managobsob Elementary School	79	0	24	
8	Mantuyop Elementary School	241	3	21	
9	Nasipit Elementary School	173	2	13	
10	Olambid Elementary School	132	8	42	
11	Pagang Elemetary School	157	9	49	
12	Salag Elementary School	297	14	41	
13	Sandulot Elementary School	199	1	23	
14	Ulayan Elementary School	59	6	18	
		3,423	157	572	729
	TOTAL				

SIATON 4								
NO.		SCHOO	DLS	ENROLMENT	SW Bens	W Bens		
1	Bantolina	o Elementa	ary School	66	36	18		
2	Bunay El	ementary	School	71	23	18		
3	Cabanga	han Elemer	ntary School	271	7	51		
4	Calañan	Elementar	y School	33	9	16		
5	Calangag	g Elementa	ary School	111	7	20		
6	Catipon	Elementar	y School	154	6	21		
7	Giligaon	ES		633	8	18		
8	Lico-Lico	Elementa	ry School	157	1	11		
9	Maladpa	id Element	ary School	330	11	54		
10	Pio Maca	ahig MES (Drop off)	788	131	120		
11	Talaptap	Elementa	ry School	20	3	7		
				2,634	242	354	596	
	TOTAL							

SANTA CATALINA 1								
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens				
1	Baknit Elementary School	59	31	17				
2	Carmen Teves Tia Memorial Elem. Sch.	261	59	68				
3	Elias R. Macias Memorial Elem. School	227	44	39				
4	Fatima Elementary School	236	5	16				

5		224	47		
6	Hingles ES	221	17	25	
	Mabuhay ES	241	7	13	
7	Malatubahan Elementary School	345	19	21	
8	Manalongon-Nicolas Nalam Lajot Central Sch. (Drop off)	661	31	76	
9	Marcelino E. Elligan-Banlas ES	242	21	44	
10	San Francisco Elementary School	487	12	22	
11	San Isidro Elementary School	258	8	22	
		3,238	254	363	617
	TOTAL				•••
	SANTA (CATALINA	2	Γ	
N0.	SCHOOLS	ENROLMENT	SW Bens	W Bens	
1	Ambrosio M. Ramirez ES (Alangilan ES)				
	(Drop off)	572	39	21	
2	Caniogan Valley Elementary				
	School	141	15	23	
3	Bago-Bago ES	159	36	23	
4	Jagna Elem. School	286	19	32	
5	Danao Elem.School	117	8	35	
6	Nagbinlod Elem. School	354	83	53	
7	Tubod Elem. School	120	32	49	
8	Kanggabok Elem. School	157	70	38	
9	Nagbalaye ES	446	32	27	
		2,352	334	301	635
	TOTAL				
	SANTA		3		
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens	
1	Cawitan Elementary School	884	56	123	
2	Jose Lalamonan Elem. School	245	5	22	
3	Manggolod Elementary School	209	4	16	
4	Sta. Catalina CES (Drop off)	2010	155	278	
5	Sta. Catalina Science Elem.Sch.	197	1	12	
6	Talalak Elem. School	86	57	19	
7	Omol Elem. School	195	10	26	
8	Kakha Elem. School	260	14	42	
9	Avocado Elem. School	158	42	56	
10	Tamlang Elem. School	158	3	13	
11	Aw-a Elem. School	162	12	35	
		102	12	33	

		4564	359	642	1001			
	TOTAL							
SANTA CATALINA 4								
NO.	SCHOOLS	ENROLMENT	SW Bens	W Bens				
1	Amio ES	350	5	43				
2	Buenavista Elementary School	236	0	78				
3	Caigangan Elem. School	284	12	35				
4	Caranoche ES (Drop off)	683	42	94				
5	Kabulakan Elementary School	355	161	35				
6	Mansagomayon Elem.School	151	74	35				
7	Obat Elementary School	302	15	39				
8	Omoso Elementary School	78	23	41				
9	San Miguel Elementary School	203	11	33				
10	San Vicente Elementary School	123	21	24				
11	Sto. Rosario Elementary School	103	51	10				
12	Sto. Tomas Elementary School	81	39	19				
		2,949	454	486	940			

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

<u>Legal Documents</u>

(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; <u>and</u>
- (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;

<u>or</u>

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);

<u>or</u>

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

Class "B" Documents

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

<u>or</u>

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

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

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

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

II. FINANCIAL COMPONENT ENVELOPE

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

Sample Forms

- BID FORM FOR THE PROCUREMENT OF GOODS
- PRICE SCHEDULE FOR GOODS
- OMNIBUS SWORN STATEMENT (REVISED)
- BID SECURING DECLARATION FORM
- COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)
- STATEMENT/LIST OF ALL ON-GOING GOVERNMENT & PRIVATE INCLUDING PROJECTS AWARDED BUT NOT YET STARTED
- $\circ~$ STATEMENT/LIST OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID
- GUIDE FOR SEALING AND MARKING OF BIDS

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties],* which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of of agentCurrencyCommission or gratuity

(if none, state "None")]

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

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

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

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

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

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

Price Schedule for Goods Offered from 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					Projec	Project ID No			Pageof		
1	2	3	4	5	6	7	8	9	10		
Item	Description	Country of origin	Quantity	Unit price EXWp er 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:

[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, <u>by itself or by relation,</u> <u>membership, association, affiliation, or controlling interest with another blacklisted</u> 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

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

COMPANY LOGO

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

Where: K = 10 for a contract duration of one year or less,

- 15 for a contract duration of more than one year up to two years, and
- 20 for a contract duration of more than two years.

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

	AMOUNT
CURRENT ASSETS	
MINUS: CURRENT LIABILITIES	
Sub-Total	
Multiplied by the value of K	
Sub-Total	
Minus the value of ON-GOING / OUTSTANDING CONTRACTS	
NFCC	

Submitted by:

Name of Supplier / Distributor / Manufacturer

Printed Name & Signature of Authorized Representative List of All On-going Government and Private Contracts Including Contracts Awarded but not yet Started

Business Name: Business Address:

			1
			TOTAL

Note: This statement shall be accompanied with: 1. Notice of Award and/or Contract 2. Notice to Proceed issued by the owner or

3. Certificate of Accomplishment signed by the owner

Submitted by:

Printed Name and Signature

Position / Designation Date:

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List of Single Largest Completed Contract (SLCC) Which is Similar to the Contract to be Bid

Business Name: Business Address:

Title / Name of Contract	Date of the Contract Contract Duration	Contract Duration	Owner's Name and Address	Kind of Goods / Services	Amount of Completed Contract	Date of Delivery
Government						
Private						
				TOTAL		

Note: This statement shall be accompanied with:

1. Contract and/or

2. Certificate of Completion or

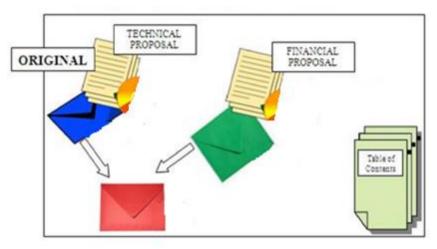
3. Certificate of Final Inspection / Acceptance

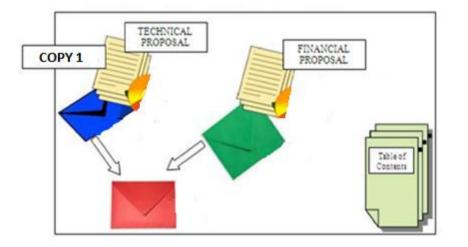
Submitted by:

Printed Name and Signature

Position / Designation Date:

GUIDE FOR SEALING AND MARKING OF BIDS







ORIGINAL / COPY NO. 1

[BIDDER'S COMPANY NAME] [COMPANY'S OFFICE ADDRESS] PUBLIC BIDDING: [PROJECT TITLE] BIDDING FOR [Lot no.]:[item description] (if applicable)

> THE CHAIRPERSON BIDS AND AWARDS COMMITTEE DEPARTMENT OF EDUCATION SCHOOLS DIVISION OF NEGROS ORIENTAL [VENUE OF BID OPENING]

DO NOT OPEN BEFORE [Insert TIME AND DATE OF BID OPENING]

