

# **PHILIPPINE BIDDING DOCUMENTS**

## **Procurement of GOODS**

***Project No. 25-05-067: Procurement of  
the School-Based Feeding Program-  
Nutritious Food Products for SY 2025-  
2026***

**Government of the Republic of the Philippines**

**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 XI**  
**SCHOOLS DIVISION OF DIGOS CITY**

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**INVITATION TO BID FOR**  
**Project No. 25-05-067: Procurement of School-Based Feeding Program –**  
**Nutritious Food Products for SY 2025-2026**

1. The *Department of Education Digos City Division*, through the *2025 School-Based Feeding Program (SBFP) Funds* intends to apply the sum of *Fifteen Million Seven Hundred Twelve Thousand Eight Hundred Twelve Pesos (₱15,712,812.00)* being the ABC to payments under the contract for *Procurement of School-Based Feeding Program – Nutritious Food Products for SY 2025-2026*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot	Project Description	ABC (PhP)	Contract Duration	Bid Docs Cost per Lot
1	Enhanced Nutribun	₱ 5,979,000.00	120 days	₱ 10,000
2	Brown Rice Nutty Fruity Bar	₱ 3,288,450.00	120 days	₱ 5,000
3	Ube Piaya	₱ 3,288,450.00	120 days	₱ 5,000
4	Iron Fortified Rice	₱ 3,156,912.00	120 days	₱ 5,000

2. The *Department of Education Digos City Division* now invites bids for the above Procurement Project. Delivery of the Goods shall commence **within 15 days upon receipt of receipt of Notice to Proceed**. Bidders should have completed, within **120 days** 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 *DepEd, Digos City Division* through the **Office of the BAC Secretariat** and inspect the Bidding Documents at the address given below during **Monday to Friday 8:00AM-12:00NN to 1:00PM-5:00PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **May 23, 2025** from the DepEd Digos City Division BAC Secretariat (**with Cell No. 0962-887-8599**) upon accomplishing a Payment Order Slip and upon payment of the applicable fee for the Bidding

Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Ten Thousand Pesos (PhP 10,000.00) for Lot 1 and Five Thousand Pesos (PhP 5, 000.00) for Lots 2, 3, and 4*** to the DepEd Division Cashier. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *by presenting the photocopy of the Official Receipt*.

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 Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The ***Department of Education Digos City Division*** will hold a Pre-Bid Conference<sup>1</sup> on ***May 30, 2025, 1:30PM*** at the given address below **Conference Room, DepEd Digos City Division, Roxas Street corner Lopez Jaena Street, Digos City**, which shall be open to prospective bidders.
7. Prospective bidders are advised to provide samples during the conduct of Pre-Bid Conference.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before ***June 13, 2025 at 10:00AM***. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on ***June 13, 2025 at 10:00AM*** at the given address below **Conference Room, DepEd Digos City Division, Roxas Street corner Lopez Jaena Street, Digos City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity or through an online platform.
11. Documents shall be arranged sequentially in congruence to their sequence in the checklist for **Project No. 25-05-067** provided by the BAC.
12. The ***Department of Education Digos City Division*** 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.
13. For further information, please refer to:

PETER-JASON C. SENARILLOS  
BAC Secretarial Head  
DepEd, Digos City Division  
Roxas Street, corner Lopez Jaena Street, Digos City  
082-553-8396 / 082-553-8376 / 0962-887-8599  
[bac.digoscity@deped.gov.ph](mailto:bac.digoscity@deped.gov.ph)

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

14. You may visit the following websites:  
For downloading of Bidding Documents:  
[http://www.depeddigoscity.org/division/bid\\_invitation](http://www.depeddigoscity.org/division/bid_invitation)



**MARIA GENEVIEVE T. FRANCISQUETE, CESO VI**  
*Chairperson*  
*Bids and Awards Committee*

## ***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.

This Section also contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II which are specific to each procurement.

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 not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). 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.

## 1. Scope of Bid

The Procuring Entity, *DepEd Schools Division of Digos City* wishes to receive Bids for the ***Procurement of School-Based Feeding Program – Nutritious Food Products for SY 2025-2026.***

The Procurement Project (referred to herein as “Project”) is composed of multiple activities comprising different schedules, 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 CY 2025 in the amount of ***Fifteen Million Seven Hundred Twelve Thousand Eight Hundred Twelve Pesos (₱15,712,812.00).***

2.2. The source of funding is:

a. 2025 School-Based Feeding Program (SBFP) Funds.

## 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.
- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- 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.
  - b. 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.
  - c. 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; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is **not allowed**.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **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 *120 days* prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;



- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### 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:
- a. Philippine Pesos.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. 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.

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

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

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

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

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

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**

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **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:  a. <b><i>Procurement of School-Based Feeding Program – Nutritious Food Products for SY 2025-2026</i></b> completed within 120 days prior to the deadline for the submission and receipt of bids.				
7.1	<i>Subcontracting is not allowed</i>				
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:				
	Lot	Project Description	ABC (PhP)	Cash (2%)	Bid Security (5%)
	1	Enhanced Nutribun	₱ 5,979,000.00	₱ 119,580.00	₱ 298,950.00
	2	Brown Rice Nutty Fruity Bar	₱ 3,288,450.00	₱ 65,769.00	₱ 164,422.50
	3	Ube Piaya	₱ 3,288,450.00	₱ 65,769.00	₱ 164,422.50
	4	Iron Fortified Rice	₱ 3,156,912.00	₱ 63,138.24	₱ 157,845.60
19.3					
	Lot	Project Description	ABC (PhP)	Items	Quantity
	1	Enhanced Nutribun	₱2,637,792.00	Refer to Section VI Schedule of Requirements	5,979
	2	Brown Rice Nutty Fruity Bar	₱ 3,288,450.00		5,979
	3	Ube Piaya	₱ 3,288,450.00		5,979
	4	Iron Fortified Rice	₱ 3,156,912.00		5,979
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>				
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>				

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

### **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 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.

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***

### **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	
1	<p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>
	<ul style="list-style-type: none"> <li>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.</li> <li>f. <i>[Specify additional incidental service requirements, as needed.]</i></li> </ul> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p>

	<ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions</p>

	<p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

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

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

<b>LOT NO.</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>QTY.</b>
<b>1</b>	pack	<b>Enhanced Nutribun</b>	5,979
		Please see attached document: Annex A	
<b>2</b>	pack	<b>Brown Rice Nutty Fruity Bar</b>	5,979
		Please see attached document: Annex B	
<b>3</b>	pack	<b>Ube Piaya</b>	5,979
		Please see attached document: Annex C	
<b>4</b>	pack	<b>Iron Fortified Rice</b>	5,979
		Please see attached document: Annex D	

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

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

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

\_\_\_\_\_  
Date

[Use this form for Framework Agreement:]

## ***Framework Agreement List***

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

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

<b>FRAMEWORK AGREEMENT LIST</b> <b>(AGENCY)</b>				
	<b><i>Item / Service</i></b>  <b><i>Type and nature of each item/service</i></b>	<b><i>Cost per item or service</i></b>	<b><i>Maximum Quantity</i></b>	<b><i>Total Cost per Item</i></b>
	<b>TOTAL</b>  <b>(Approved Budget for the Contract)</b>			
	<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
	<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
	<b>SIGNATURE OVER PRINTED NAME</b>	<b>POSITION</b>	<b>DEPARTMENT/DIVISION</b>	

## ***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

Item	Specification				Statement of Compliance
	<b>LOT NO.</b>	<b>UNIT</b>	<b>ITEM DESCRIPTION</b>	<b>QTY.</b>	
	<b>1</b>	pack	<b>Enhanced Nutribun</b>	5,979	
			Please see attached document: Annex A		
	<b>2</b>	pack	<b>Brown Rice Nutty Fruity Bar</b>	5,979	
			Please see attached document: Annex B		
	<b>3</b>	pack	<b>Ube Piaya</b>	5,979	
			Please see attached document: Annex C		
	<b>4</b>	pack	<b>Iron Fortified Rice</b>	5,979	
			Please see attached document: Annex D		

**I hereby certify to comply with all the above Technical Specifications.**

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

\_\_\_\_\_  
Date

[Use this form for Framework Agreement:]

## ***Technical Specifications***

<b><i>TECHNICAL SPECIFICATIONS</i></b>			
<b><i>Item / Service</i></b>	<b><i>Maximum Quantity</i></b>	<b><i>Technical Specifications / Scope of Work</i></b>	<b><i>Statement of Compliance</i></b>
			<p><i>[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.]</i></p>

## ***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 THE ELIGIBILITY-TECHNICAL AND THE FINANCIAL COMPONENT DOCUMENTS FOR BIDDERS**

(A detailed evaluation of Bid using the "pass/fail" criterion)

NAME OF BIDDER: \_\_\_\_\_

***Project No. 25-05-067: Procurement of School-Based Feeding Program – Nutritious Food Products for SY 2025-2026***

***Lot No:*** \_\_\_\_\_

## **I. TECHNICAL COMPONENT ENVELOPE**

### **Class "A" Documents**

#### **LEGAL DOCUMENTS:**

	1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)  Or  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
	2	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
	3	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### **TECHNICAL DOCUMENTS**

	1	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;
	2	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;
	3	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

		<b><u>or</u></b> Original copy of Notarized Bid Securing Declaration;
	4	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable
	5	Original duly signed Omnibus Sworn Statement (OSS);  <b>and</b>  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**

	1	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
	2	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  <b>OR</b>  A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation

#### **Class "B" Documents**

	1	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  <b><u>or</u></b>  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.
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#### **Other documentary requirements under RA No. 9184 (as applicable)**

		Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
--	--	---

## II. FINANCIAL COMPONENT ENVELOPE

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

### REMARKS:


passed/complying

failed/non-complying

\_\_\_\_\_  
Signature Over Printed Name of BAC Member/Chairperson

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

Time: \_\_\_\_\_

Venue: Conference Room,  
Digos City Division Office  
Corner Roxas & Lopez Jaena Sts., Digos City



# Annex A

Type of Food	<b>Enhanced Nutribun or New Enhanced Nutribun (with certification for each variant from DOST-FNRI)</b>	
Flavor/ Variant	Squash, carrot, yellow sweet potato, purple sweet potato (a combination of two flavors in a week from the given flavors)	
Serving Size	At least 80 g (1 pc.80g per pack)	
Estimated Cost	Maximum of Php 20.00 per pack	
Quality	Bread is received in condition, not expired, with no signs of damage in packs, no signs of holes, no molds, no foul smell, pest-free, and soft in texture.	
Packaging	Individually packed in food-grade packaging. The packaging must clearly and readably indicate the Manufacturing Date, Expiration Date, and an imprinted sign per pack that indicates " <b>DepEd-SBFP, NOT FOR SALE</b> "	
Expiration	The expiration date for Enhanced Nutribun should be at least 5 days from the date of manufacturing. The expiration date for New Enhanced Nutribun should be at least 7 days from the date of manufacturing.	
Nutritional Content		Amount per Serving
	Energy	230 to 270 Kcal
	Saturated Fat	0 to 7 g
	Protein	6 to 10 g
	Sugar	10 to 20 g
	Sodium	120 to 200 mg
	Vitamin A	130 to 250 mcg
	Nutritional analysis is required to assess whether the product's nutritional content is within the prescribed amount of nutrients per serving size.	
Technical Requirements for Suppliers	<p>The supplier should be certified by DOST-FNRI as a Technology Adopter for each variant of Enhanced Nutribun or New Enhanced Nutribun. The Manufacturer shall be the priority in the supply of goods. In cases when traders bid for supply, they must be authorized to supply Enhanced Nutribun or New Enhanced Nutribun from a manufacturer licensed and certified by DOST-FNRI either through a Certificate of Distributorship or Joint Venture Agreement specifying the implementation period (school year), product quantity, and the SDO to be supplied.</p> <p>The supplier will provide a replacement in case during the delivery, NFP item/s is/are found defective/damaged in packaging, or due to presence of insects, molds, and other conditions which are not normal of said products. Hence, the supplier must bring extra items which shall serve as "buffer" items for its immediate replacement in case of defects or damages.</p> <p>The Enhance Nutribun (Squash, carrot, yellow sweet potato, purple sweet potato) will be delivered in alternate days and not recurrent.</p>	
Delivery Schedule	Every Monday	
Drop-off Points	delivered to the 18 identified drop off points	
Payment Schedule	Staggered payment once distribution is started every after 20 days of delivery of the products	
Sensory evaluation acceptability tests	The food product should pass the sensory evaluation acceptability tests where samples must be provided.	



## Annex B

Type of Food	<b>Brown Rice Nutty Fruity Bar (with certification from DOST-FNRI)</b>													
Flavor/ Variant	Chocolate or caramel flavor													
Serving Size	At least 50 g per pack													
Estimated Cost	Maximum of Php 22.00 per pack													
Quality	Product is received in good condition, not expired, no signs of damage in packs, no signs of holes, no molds, no foul smell, no discoloration, and pest-free.													
Packaging	Individually packed in food-grade packaging. The packaging must clearly and readably indicate the Manufacturing Date, Expiration Date, and a laser-printed sign per pack or through the use of thermal or water-proof sticker that indicates " <b>DepEd-SBFP, NOT FOR SALE</b> ".													
Expiration	Expiration date should be at least 6 months from the date of manufacturing.													
Nutritional Content	<table><tr><td></td><td>Amount per Serving</td></tr><tr><td>Energy</td><td>400 to 420 Kcal</td></tr><tr><td>Saturated Fat</td><td>6 to 18* g</td></tr><tr><td>Protein</td><td>5 to 10 g</td></tr><tr><td>Sugar</td><td>15 to 25 g</td></tr><tr><td>Sodium</td><td>60 to 200 mg</td></tr></table>			Amount per Serving	Energy	400 to 420 Kcal	Saturated Fat	6 to 18* g	Protein	5 to 10 g	Sugar	15 to 25 g	Sodium	60 to 200 mg
		Amount per Serving												
	Energy	400 to 420 Kcal												
Saturated Fat	6 to 18* g													
Protein	5 to 10 g													
Sugar	15 to 25 g													
Sodium	60 to 200 mg													
	Saturated fat of 18 grams was accepted for Brown Rice Nutty Fruity Bar Chocolate Flavor/ Variant considering its high vitamin and mineral content.													
	Nutritional analysis is required to assess whether the food product's nutrient content is within the prescribed amount per serving.													
Technical Requirements for Supplier	The supplier should be certified by DOST-FNRI as Technology Adopter for Brown Rice Nutty Fruity Bar Chocolate Flavor/Variant. The Manufacturer shall be the priority in the supply of goods.													
	In cases when traders bid for supply, they must be authorized to supply Brown Rice Nutty Fruity Bar Chocolate Flavor/Variant from manufacturer licensed and certified by DOST-FNRI through a Certificate of Distributorship or Joint Venture Agreement specifying the implementation period (school year), product quantity, and the SDO to be supplied.													
	The supplier will provide a replacement in case during the delivery, NFP item/s is/are found defective/damaged in packaging, or due to presence of insects, molds, and other conditions which are not normal of said products. Hence, the supplier must bring extra items which shall serve as "buffer" items for its immediate replacement in case of defects or damages.													
	The supplier will deliver the Brown Rice Nutty Fruity Bar alternately from the given flavors (chocolate and caramel flavor).													
Delivery Schedule	Every Monday													
Drop-off Points	To be delivered to the 18 identified drop off-points													
Payment Schedule	Staggered payment once distribution is started (every after 20days after delivery )													
Sensory evaluation acceptability tests	Should pass the sensory evaluation acceptability tests where samples must be provided.													



## Annex C

Type of Food	<b>Piaya</b>														
Flavor/ Variant	Ube														
Serving Size	120g/pack														
Estimated Cost	Maximum of Php 22.00 per pack														
Quality	Received in good condition, soft and chewy inside, not expired, no signs of molds and foul smell														
Packaging	Individually packed in food-grade packaging. The packaging must clearly and readably indicate the Manufacturing Date, Expiration Date, and an imprinted sign per pack that indicates " <b>DepEd-SBFP, NOT FOR SALE</b> "														
Expiration	The expiration should at least 1 month from the date of delivery														
Nutritional Content	<table border="1"> <thead> <tr> <th></th><th>Amount per Serving</th></tr> </thead> <tbody> <tr> <td>Energy</td><td>300-500 Kcal</td></tr> <tr> <td>Saturated Fat</td><td>0 to 7 g</td></tr> <tr> <td>Protein</td><td>8 to 16g</td></tr> <tr> <td>Sugar</td><td>10 to 30 g</td></tr> <tr> <td>Sodium</td><td>120 to 200 mg</td></tr> <tr> <td></td><td></td></tr> </tbody> </table> <p>Nutritional analysis is required to assess whether the product's nutritional content is within the prescribed amount of nutrients per serving size.</p>		Amount per Serving	Energy	300-500 Kcal	Saturated Fat	0 to 7 g	Protein	8 to 16g	Sugar	10 to 30 g	Sodium	120 to 200 mg		
	Amount per Serving														
Energy	300-500 Kcal														
Saturated Fat	0 to 7 g														
Protein	8 to 16g														
Sugar	10 to 30 g														
Sodium	120 to 200 mg														
Technical Requirements for Suppliers	<p>The supplier should be certified by DOST-FNRI as a Technology Adopter for each variant of Piaya. The Manufacturer shall be the priority in the supply of goods. In cases when traders bid for supply, they must be authorized to supply Piaya from a manufacturer licensed and certified by DOST-FNRI either through a Certificate of Distributorship or Joint Venture Agreement specifying the implementation period (school year), product quantity, and the SDO to be supplied.</p> <p>The supplier will provide a replacement in case during the delivery, NFP item/s is/are found defective/damaged in packaging, or due to presence of insects, molds, and other conditions which are not normal of said products. Hence, the supplier must bring extra items which shall serve as "buffer" items for its immediate replacement in case of defects or damages.</p>														
Delivery Schedule	Every Monday														
Drop-off Points	delivered to the 18 identified drop off points														
Payment Schedule	Staggered payment once distribution is started every after 20 days of delivery of the products														
Sensory evaluation acceptability tests	The food product should pass the sensory evaluation acceptability tests where samples must be provided.														



## Annex D

Type of Food	<b>Iron Fortified Rice (IFR) (with certification from DOST-FNRI)</b>	
Flavor/Variant	Not Applicable	
Serving Size	250 g per pack (raw, uncooked)	
Estimated Cost	Maximum of Php 22.00 per pack	
Quality	Rice is received in good condition, not expired, no signs of damage in packs, no signs of holes, no molds, no foul smell, no discoloration, and pest-free. The majority of rice grains must not be broken.	
Packaging	Individually packed or bulk packaging in brand new food-grade packaging. The classification of rice must indicate whether it is well-milled or regular-milled, as well as the grade of rice. The packaging must clearly and readably indicate the Production Date, Expiration Date, and a laser-printed sign per pack or through the use of thermal or water-proof sticker that indicates " <b>DepEd-SBFP, NOT FOR SALE</b> " using a suitable food-grade ink.	
Expiration	Expiration date should be at least 6 months from the date of manufacturing.	
Nutritional Content		Amount per Serving
	Energy	700 to 1000 kcal
	Saturated Fat	0 to 7 g
	Protein	10 to 20 g
	Total Carbohydrate	40 to 200 g
	Sodium	0 to 4 mg
	Iron	4 to 15 mg
	Nutritional analysis is required to assess whether the food product's nutrient content is within the prescribed amount per serving.	
Technical Requirements for Supplier	The supplier should be certified by DOST-FNRI as Technology Adaptor for Iron-Fortified Rice. The Manufacturer shall be the priority in the supply of goods.	
	In cases, when traders bid for supply, they must be authorized to supply Iron-Fortified Rice from manufacturer licensed and certified by DOST-FNRI through a Certificate of Distributorship or Joint Venture Agreement specifying the implementation period (school year), product quantity, and the SDO to be supplied.  The supplier will provide a replacement in case during the delivery, NFP item/s is/are found defective/damaged in packaging, or due to presence of insects, molds, and other conditions which are not normal of said products. Hence, the supplier must bring extra items which shall serve as "buffer" items for its immediate replacement in case of defects or damages.	
Delivery Schedule	The products will be delivered every Monday	
Drop-off Points	delivered to 18 drop off points	
Payment Schedule	Staggered payment once distribution is started (every after 20days after delivery )	
Sensory Evaluation Acceptability Tests	Should pass the sensory evaluation acceptability tests where samples must be provided.	



# Annex E-1

**Republic of the Philippines  
Department of Education  
DIGOS CITY DIVISION  
CYCLE MENU PLAN FOR REGULAR COMPONENT**

**NUTRITIOUS FOOD PRODUCTS**

**40-Day Cycle Menu**

WE EK		DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	AVERAGE	TOTAL	REMARKS
1	Menu	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Brown Rice Nutty Fruity Bar 50g (Chocolate or Caramel flavor)	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Ube Piaya 120g 1 pack	Iron Fortified Rice (250g)			
	Calories (kcal)	250	250	250	451	800	400.2	2,001	
	Cost (Php)	20.00	22.00	20.00	22.00	22.00		106.00	
2	Menu	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Ube Piaya 120g 1 pack	Brown Rice Nutty Fruity Bar 50g (Chocolate or Caramel Flavor)	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Iron Fortified Rice (250g)			
	Calories (kcal)	250	451	250	250	800	400.2	2,001	
	Cost (Php)	20.00	22.00	22.00	20.00	22.00		106.00	
3	Menu	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Brown Rice Nutty Fruity Bar 50g(Chocolate or caramel Flavor)	Ube Piaya 120g 1 pack	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Iron Fortified Rice (250g)			
	Calories (kcal)	250	250	451	250	800	400.2	2,001	
	Cost (Php)	20.00	22.00	22.00	20.00	22.00		106.00	



# Annex E-2

4	Menu	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Brown Rice Nutty Fruity Bar 50g (Chocolate or Caramel Flavor)	Ube Piaya 120g 1 pack	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Iron Fortified Rice (250g)			
	Calories (kcal)	250	250	451	250	800	400.2	2,001	
	Cost (Php)	20.00	22.00	22.00	20.00	22.00		106.00	
5	Menu	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Ube Piaya 120g 1 pack	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Brown Rice Nutty Fruity Bar 50g (Chocolate or Caramel Flavor)	Iron Fortified Rice (250g)			
	Calories (kcal)	250	451	250	250	800	400.2	2,001	
	Cost (Php)	20.00	22.00	20.00	22.00	22.00		106.00	
6	Menu	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Ube Piaya 120g 1 pack	Brown Rice Nutty Fruity Bar 50g (Chocolate or Caramel Flavor)	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Iron Fortified Rice (250g)			
	Calories (kcal)	250	451	250	250	800	400.2	2,001	
	Cost (Php)	20.00	22.00	22.00	20.00	22.00		106.00	

# Annex E-3

7	<b>Menu</b>	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Brown Rice Nutty Fruity Bar 50g (Chocolate or Caramel Flavor)	Ube Piaya 120g 1 pack	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Iron Fortified Rice (250g)			
	<b>Calories (kcal)</b>	250	250	451	250	800	400.2	2,001	
	<b>Cost (Php)</b>	20.00	22.00	22.00	20.00	22.00		106.00	
8	<b>Menu</b>	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Brown Rice Nutty Fruity Bar 50g (Chocolate or Caramel Flavor)	Ube Piaya 120g 1 pack	Enhanced Nutribun (carrot/squash/yellow sweet potato/purple sweet potato)80g 1 pc.	Iron Fortified Rice (250g)			
	<b>Calories (kcal)</b>	250	250	451	250	800	400.2	2,001	
	<b>Cost (Php)</b>	20.00	22.00	22.00	20.00	22.00		106.00	
								<b>Total Cost:</b>	848.00
							<b>Budget for 40 Days:</b>	880.00	
							<b>Savings:</b>	32.00	

Prepared by:

DAISSY JANE P. SANOY, RN  
SBFP Division Focal

Reviewed by:

SOLLIE B. OLIVER, JD, MATE  
Chief ES - SGOD

Noted by:

MELANIE P. ESTACIO, PhD, CESO VI  
Schools Division Superintendent




# Annex F

## SCHOOL-BASED FEEDING PROGRAM- NUTRITIOUS FOOD PRODUCTS (NFP) SCHEDULE OF DELIVERY SY- 2025-2026

Week	Schedule of Delivery	Remarks
Week 1	July 14-18,2025	5days
Week 2	July 21-25, 2025	5days
Week 3	July 28- August 01,2025	5days
Week 4	August 04-08,2025	5days
Week 5	August 11-15,2025	5days
Week 6	August 18-22,2025	5days
Week 7	August 25-29,2025	5days
Week 8	September 8-12, 2025	5days
Week 9	September 15-19,2025	5days
Week 10	September 22-26, 2025	5days
Week 11	September 29-October 03, 2025	5days
Week 12	October 06-10,2025	5days
Week 13	October 13-17,2025	5days
Week 14	October 20-24,2025	5days
Week 15	October 27-31,2025	5days
Week 16	November 03-07,2025	5days
Week 17	November 10-14,2025	5days
Week 18	November 17-21,2025	5days
Week 19	November 24-28,2025	5days
Week 20	December 01-05,2025	5days
Week 21	December 08-12,2025	5days
Week 22	December 15-19,2025	5days
Week 23	January 5-9,2026	5days
Week 24	January 12-16,2026	5days
		<b>Total: 120 feeding days</b>

Prepared by:

  
**DAISSY ANNE P. SANDOY, RN**  
 Nurse II-SBFP Focal

Noted:

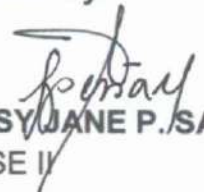
  
**SOLLIE B. OLIVER, JR. MATE**  
 Chief ES-SGOD

# Annex G

## DROP-OFF POINTS

Oriental District	South District	Mt.Apo District	Occidental District
<b>RMCES</b> drop off point	<b>SAN MIGUEL E/S</b> drop off point	<b>a. G.Reusora e/s</b> drop off point	<b>DCCES</b> drop off point
a.I.Abalayan e/s	<b>Igpit e/s</b> drop off point	<b>b. Soong e/s</b> drop off point	a. Cogon e/s
b.Dawis e/s		<b>c. Binaton e/s</b> drop off point	b. J. Alberca e/s
c.DMMES		<b>d. Matti e/s</b> drop off point	<b>Ruparan e/s</b> drop off point
<b>APLAYA E/S</b> drop off point	<b>Colorado e/s</b> drop off point	<b>Rizal CES</b> drop off point	a. Damnas e/s
a.P.Garcia e/s	a.Lungag e/s	1.N.Isidro e/s	b. Ranao e/s
b.Badiang e/s	b.C.Nonol e/s		
c. Kibanban e/s	<b>R.Saplala e/s</b> drop off point	<b>Marawer e/s</b> drop	
	A. Maniapao e/s	<b>Apolandia e/s</b> drop off point	<b>P.Basalan e/s</b> drop off point
	B.Mahayahay e/s		D.Abawag e/s
	C.Balabag e/s		
	<b>Bagumbuhay e/s</b> drop off point		<b>Dulangan e/s</b> drop off point
			a.F.Alferez e/s

Prepared by:

  
DAISSY JANE P. SANoy, RN  
NURSE II

Noted:

  
SOLLIE B. OLIVER, JD. MATE  
Chief ES-SGOD



## Annex H: Forms to accomplish

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

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

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

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts
<b><u>GOVERNMENT</u></b>							
<b><u>PRIVATE</u></b>							

Note:

State all ongoing 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.

1. Notice of Award or Contract
2. Notice to Proceed issued by the owner (*in the absence of Notice to Proceed (NTP), execute an affidavit that the bidder asserted all efforts in requesting the NTP. Indicate the circumstances and state the reasons. Attach letter of request as supporting documents*).

*Not to be submitted during the Opening of Bids but to be verified, ascertained and validated during post-qualification.*

Submitted by : \_\_\_\_\_

(Printed Name and Signature)

Designation : \_\_\_\_\_

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

## Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name :

Business Address :

Name of Contract	Date of Contract	a. Owner's Name b. Address c. Telephone Nos.	Contract Duration	Date of Delivery	Kinds of Goods	Amount of Completed Contract

Note: This statement shall be supported with:

1. Certificate of End-users Acceptance or Official Receipt/s or Sales Invoice.

Submitted by : \_\_\_\_\_  
(Printed Name and Signature)

Designation : \_\_\_\_\_

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

## Bid Securing Declaration Form

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

---

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

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

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

I/We, the undersigned, declare that:

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

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

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

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

**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

---

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

Project Identification No. \_\_\_\_\_  
Philgeps Reference No. \_\_\_\_\_

**Eligibility Form**

**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY**  
**(Please show computation)**

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos \_\_\_\_\_ (P \_\_\_\_\_) which is at least equal to the total ceiling price of the services we are bidding. The amount is computed as follows:

$$\text{NFCC} = (\text{CA} - \text{CL}) (15) - \text{C}$$

Where:

CA = Current Assets

CL = Current Liabilities

C = value of all outstanding or uncompleted portions of contracts/projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Company **Authorized Representative**)

NAME :

DESIGNATION :

**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 agent	Currency	Commission or gratuity
------------------	-----------------------------	----------	------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*(if none, state "None")*

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

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

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

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

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

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

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

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

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



*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

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

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

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

## Price Schedule for Goods Offered from Within the Philippines

*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

### For Goods Offered from Within the Philippines

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of incidental Services, if applicable, per item	Total Price per unit (col 5 + 6 + 7 + 8)	Total Price delivered Final Destination (col 9) x (col 4)

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

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

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

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

**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]*

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**CONTRACT AGREEMENT**

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

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Performance Securing Declaration (Revised)

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

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

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]  
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

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

**[Jurat]**

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