



Republic of the Philippines  
Department of Education  
Region I  
**Schools Division of San Carlos  
City**  
San Carlos City, Pangasinan



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**Bidding Documents (Goods)**

Name of Office:  
OSDS-BAC  
OFFICE

# PHILIPPINE BIDDING DOCUMENTS

## Procurement of GOODS

**20240925-002**

**SUPPLY AND DELIVERY OF NUTRITIOUS FOOD  
PRODUCTS (NFPs) FOR THE IMPLEMENTATION OF  
SCHOOL-BASED FEEDING PROGRAM (SBFP), SY 2024-  
2025**

**REBIDDING OF LOT B- SUPPLY AND DELIVERY OF  
CRACKERS + FRUITS JUICE, AND COOKIES FOR THE  
IMPLEMENTATION OF SCHOOL-BASED FEEDING  
PROGRAM (SBFP), SY 2024-2025**

**ABC: PHP11,129,470.00**

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 I  
Schools Division Office  
San Carlos City, Pangasinan

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## INVITATION TO BID

### SUPPLY AND DELIVERY OF NUTRITIOUS FOOD PRODUCTS (NFPs) FOR THE IMPLEMENTATION OF SCHOOL-BASED FEEDING PROGRAM (SBFP), SY 2024-2025

#### ***“REBIDDING OF LOT B- SUPPLY AND DELIVERY OF CRACKERS + FRUITS JUICE, AND COOKIES FOR THE IMPLEMENTATION OF SCHOOL-BASED FEEDING PROGRAM (SBFP), SY 2024-2025”***

1. The *Department of Education (DepEd) Schools Division Office of San Carlos City (Pangasinan)*, through the Bids and Awards Committee, using the **FY 2024 GAA (SARO No. ROI-24-0101)** intends to apply the sum **Eleven Million, One Hundred Twenty-Nine Thousand, Four Hundred and Seventy Pesos (Php11,129,470.00)** with identification number: **20240819-002** being the ABC to payments under the contract for ***‘REBIDDING OF LOT B- SUPPLY AND DELIVERY OF CRACKERS + FRUITS JUICE, AND COOKIES FOR THE IMPLEMENTATION OF SCHOOL-BASED FEEDING PROGRAM (SBFP), SY 2024-2025***. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The *Schools Division Office of San Carlos City (Pangasinan)*, through its Bids and Awards Committee (BAC), now invites bids for the above Procurement Project.

Delivery of the Goods is required by **October 28, 2024**.

Bidders should have completed, within **5 years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from **DepEd Division of San Carlos City (Pangasinan)** and inspect the Bidding Documents at the address given below during working hours from **8:00 AM-5:00PM on weekdays**.
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **September 26, 2024, until 10:00 AM of October 17, 2024**, from the given address and website(s) below, and at **BAC Office, DepEd Division Office, San Carlos City, Pangasinan**, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Five Thousand Pesos (Php25,000.00)** to the **DepEd Division Cashier**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees on-site or through email at **bacsec.sccp@deped.gov.ph**

Payment may be made on-site or thru bank (Deped SCC Trust Fund Account), the account number will be given upon request of the bidder/s. Only bidder/s who purchased the Bidding Documents will be allowed to submit bids.

The Bidding documents 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. **DepEd Division of San Carlos City (Pangasinan)** will hold a Pre-Bid Conference<sup>1</sup> on **October 4, 2024, 10:00 AM** at the **2<sup>nd</sup> floor building Conference Hall, Schools Division Office of San Carlos City, Pangasinan** and/or through video conferencing <https://tinyurl.com/utzbw8e4> (MS Teams), which shall be open to prospective bidders.
7. Bids must be duly received by the **RECORDS OFFICE through manual submission at the Schools Division Office of San Carlos City, Pangasinan on or before 10:00 AM of October 17, 2024**, which shall then be submitted to the **BAC Secretariat, DepEd Division Office, San Carlos City, Pangasinan**.

Each Bidder shall submit one (1) copy original and two (2) hard copies of the first and second components of its bid. Soft Copy (Excel File) of the Financial Documents and Scanned Copy (PDF File Format) of Technical and Financial Documents, properly organized in a USB flash drive file shall also be submitted.

Bids submitted beyond the period of submission shall no longer be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14.1**
9. Bid opening shall be on **October 17, 2024, 10:30 AM** at the **2<sup>nd</sup> floor, Conference Hall, Schools Division Office of San Carlos City, Pangasinan**.

Bids will be opened in the presence of the bidders and/or their authorized representatives.

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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.

Authorized representatives shall present a copy of Special Power of Attorney to the BAC secretariat upon registration.

10. The **DepEd Division of San Carlos City (Pangasinan)** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

In addition to the 2016 Revised IRR of RA 9184 and all other applicable laws, please be informed that **GPPB Circular 04-2020** also serves as a reference, especially on required forms and additional mandatory provisions for this project.

11. For further information, you may contact:

**ATTY. LIWAWA D. SIAPNO**

Attorney III

Chairperson, BAC Secretariat

DepEd Division Office, San Carlos City (Pangasinan)

Roxas Boulevard, San Carlos City (Pangasinan)

(075) 632-3293/(075) 529-5628

[bacsec.sccp@deped.gov.ph](mailto:bacsec.sccp@deped.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents:

*Issued on: September 25, 2024*

**DOMINGO L. LAUD, EdD, CESE**

OIC, Assistant Schools Division Superintendent

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.

## 1. Scope of Bid

The Procuring Entity, **Department of Education (DepEd) Schools Division Office of San Carlos City (Pangasinan)** wishes to receive Bids for ***REBIDDING OF LOT B-SUPPLY AND DELIVERY OF CRACKERS + FRUITS JUICE, AND COOKIES FOR THE IMPLEMENTATION OF SCHOOL-BASED FEEDING PROGRAM (SBFP), SY 2024-2025***, with identification number **20240925-002**.

The Procurement Project “**SUPPLY AND DELIVERY OF NUTRITIOUS FOOD PRODUCTS (NFPs) FOR THE IMPLEMENTATION OF SCHOOL-BASED FEEDING PROGRAM (SBFP), SY 2024-2025**” is composed of **three (3) lots**.

## 2. Funding Information

The GOP through the source of funding as indicated below for **FY 2024 GAA (SARO No. ROI-24-0101)** in the amount of **Eleven Million, One Hundred Twenty-Nine Thousand, Four Hundred and Seventy Pesos (Php11,129,470.00)**

2.1. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2.
  - 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.
  - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

- 7.1. The Procuring Entity has prescribed that:
  - a. **Subcontracting is not allowed.**

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **October 4, 2024, 10:00 AM** at the **2<sup>nd</sup> floor, Conference Hall, Schools Division Office of San Carlos City, Pangasinan**, and through videoconferencing 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 **5 years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

- 11.5. In the case of Framework Agreement 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 *120 days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

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

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

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

- 16.1. The Bidders shall submit on the specified date and time at its physical address 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 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

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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.

shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. 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.

19.3. The Project shall be awarded as follows:

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

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

## 20. Post-Qualification

20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[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**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

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

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

## ***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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <b>Single contract similar to the item/s to be bid.</b></li> <li>b. completed within 5 years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<p><i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i></p> <p><b>Sub-contracting is not allowed.</b></p>
12	<p>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.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <u>Php222,589.40</u> <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <u>Php556,473.50</u><i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ul>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p> <p><b>One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.</b></p>
20.2	<p><i>For the licenses and permits relevant to the Project and the corresponding law requiring it – please see checklist of eligibility</i></p>
21.2	<p><i>Contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity shall be determined en banc by the BAC on the date of Opening of Bids</i></p>

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

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

## **5. Warranty**

The prospective supplier warrants the performance of the obligation as stated in this bidding document.

*'For the procurement of Goods, in order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies.*

*The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met. (a)'*

## **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>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents – See Annexes</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered to <b>Department of Education (DepEd) Division of San Carlos City (Pangasinan)</b>. In accordance with INCOTERMS.”</i></p> <p><i>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered <b>Department of Education (DepEd) Division of San Carlos City (Pangasinan)</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <b>Head of the Agency’s Supply Unit and/or his appointed staff</b>.</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> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>

- 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.
- f. Xxx.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

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
2. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order..

	<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.</p> <p>The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><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>
	<p><b>Regular and Recurring Services –</b></p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	“The terms of partial payment shall be in accordance with Annex “D” of the 2016 Revised Implementing Rules and Regulations of RA 9184
4	The inspections and tests that will be conducted shall be specified en banc by the BAC during the Pre-Bid Conference.



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## ***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><i>FRAMEWORK AGREEMENT LIST (AGENCY)</i></b>			
<b><i>Item / Service 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><i>TOTAL (Approved Budget for the Contract)</i></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><i>SIGNATURE OVER PRINTED NAME</i></b>	<b><i>POSITION</i></b>	<b><i>DEPARTMENT/DIVISION</i></b>	



Republic of the Philippines  
**Department of Education**  
Region I  
Schools Division Office  
San Carlos City, Pangasinan

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**REBIDDING OF LOT B- SUPPLY AND DELIVERY OF CRACKERS +  
FRUITS JUICE, AND COOKIES FOR THE IMPLEMENTATION OF  
SCHOOL-BASED FEEDING PROGRAM (SBFP), SY 2024-2025**

Number of feeding day/s for Crackers + Fruit juice: **60 Days**

Number of feeding day/s for Cookies: **55 Days**

**DELIVERY AND INSPECTION:**

The Winning Bidder should inform the Schools Division Superintendent of the delivery of goods in writing three (3) days before the projected delivery through the Records Office through manual submission or through their official e-mail address at [records.sccp@deped.gov.ph](mailto:records.sccp@deped.gov.ph).

The additional guidelines on the procedures of Inspection and Delivery are detailed as follows:

1. Upon receipt of the Notice of Delivery by the Records Office, the communication will be routed to the Supply Office and the latter will immediately forward it to the Schools Division Superintendent. The Supply Office will also inform the Division Inspectorate Team, and End-User/Proponent of the project of the said delivery through an Inspection Order signed by the Head of the Agency or the Administrative Officer, if authorized, with the attached Technical Specifications of the project.
2. On the day of the delivery, the Division Inspectorate Team and End-User of the project shall inspect the delivery of goods in the **sixty (60) ELEMENTARY SCHOOL RECIPIENTS**.
3. The Inspection and Acceptance Report shall be signed by the members of the Division Inspectorate Team in accordance with the Technical Specifications of the project.
4. The signed Delivery Receipt shall be prepared and submitted by the supplier.

\*Note: The Delivery Receipt must be registered to the BIR (Bureau of Internal Revenue)



***Annex D – Delivery Schedule for Lot B (Crackers + Fruit Juice)***

**DELIVERY SCHEDULE FOR CRACKERS +  
FRUIT JUICE\*\***

<b>Date</b>	<b>Number of Packs to Deliver</b>
1. October 28, 2024 (8:00 AM to 2:00 PM)	52,788 packs
2. December 2, 2024 (8:00 AM to 2:00 PM)	39,591 packs
3. January 6, 2025 (8:00 AM to 2:00 PM)	52,788 packs
4. February 3, 2025 (8:00 AM to 2:00 PM)	35,192 packs
5. March 3, 2025 (8:00 AM to 2:00 PM)	43,990 packs
6. NLC ( <i>date to be identified</i> )	39,591 packs
<b>Total:</b>	<b>263,940 packs</b>

***\*\*Note: Note: The quantity specified in the table represents the total number of feeding days for 175 days for the whole Division of San Carlos City, not per school. Distribution lists for each school will be provided separately after the conduct of the Division-wide Nutritional Assessment (Height and Weight taking), and accomplishment of Baseline Nutritional Status Report for SY 2024-2025.***

## ***Annex E – Delivery Schedule for Lot B (Cookies)***

### **DELIVERY SCHEDULE FOR COOKIES\*\*\***

<b>Date</b>	<b>Number of Packs to Deliver</b>
1. October 28, 2024 (8:00 AM to 2:00 PM)	35,192 packs for 60 grams, or 70,384 for 30 grams
2. December 2, 2024 (8:00 AM to 2:00 PM)	26,394 packs for 60 grams, or 52,788 packs for 30 grams
3. January 6, 2025 (8:00 AM to 2:00 PM)	35,192 packs for 60 grams, or 70,384 packs for 30 grams
4. February 3, 2025 (8:00 AM to 2:00 PM)	35,192 packs for 60 grams, or 70,384 packs for 30 grams
5. March 3, 2025 (8:00 AM to 2:00 PM)	52,788 packs for 60 grams, or 105,576 for 30 grams
6. April 1, 2025 (8:00 AM to 2:00 PM)	30,793 packs for 60 grams, or 61,586 packs for 30 grams
7. NLC <i>(date to be identified)</i>	26,394 packs for 60 grams, or 52,788 packs for 30 grams
<b>Total:</b>	<b>241,945 packs for 60 grams or, 483,890 packs for 30 grams or</b>

***\*\*\*Note: The quantity specified in the table represents the total number of feeding days for 175 days for the whole Division of San Carlos City, not per school. Distribution lists for each school will be provided separately after the conduct of the Division-wide Nutritional Assessment (Height and Weight taking), and accomplishment of Baseline Nutritional Status Report for SY 2024-2025***

## ***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.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

# Technical Specifications

Item	Specification	Statement of Compliance
		<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 subject to the applicable laws and issuances.]</i></p>

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## ***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>

## TECHNICAL SPECIFICATIONS

Title: **LOT B – SUPPLY AND DELIVERY OF CRACKERS + FRUIT JUICE, AND COOKIES FOR THE IMPLEMENTATION OF SCHOOL-BASED FEEDING PROGRAM (SBFP), SY 2024-2025**

Approved Budget of Contract: **PHP 11,129,470.00**

Source of Fund: **FY 2024 GAA (SARO No. ROI-24-0101)**

Completion Period: **CRACKERS + FRUIT JUICE (60 DAYS) AND COOKIES (55 DAYS)**

Item	Quantity	Unit	Item Description	Statement of Compliance
<b>1</b>	<b>263,940 packs</b>	<b>pack</b>	<p><b>I. CRACKERS, 35G + FRUIT JUICE, 250 ML</b>                      4,399 x 60 days X (P11.00 + P11.00 = P22.00)</p> <p style="text-align: center;"><b>A. TECHNICAL SPECIFICATIONS FOR CRACKERS</b></p> <p><b>Flavor:</b>                      Any flavor among the following: Sweet Potato, Seaweed Malunggay, and Squash. Preferably, the flavor should vary each month.</p> <p><b>Serving Size:</b>                      35 grams</p> <p><b>Quality:</b>                      Product received in good condition, no signs of damage in packs, no signs of holes, pest-free, and not expired.</p>	



**Packaging:**

Individually packed in food-grade pouches; packaging must clearly and readably indicate the Manufacturing Date and the Expiration Date; Provide an imprinted sign which indicates, **"DepEd SBFP – NOT FOR SALE"**.

**Expiration Date:**

The expiration date should be at least 5 months from the date of manufacturing.

**Nutritional Content:**

<b>Particulars</b>	<b>Minimum Amount Per Serving</b>
Energy	240-300 Kcal
Saturated Fat	0-7 g
Protein	3-4 g
Sugar	Less than 10-25 g
Sodium	Less than 120-200 mg

**Technical Requirements for Suppliers:**

**The supplier shall provide the following during the opening of bids:**

1. Certificate of Nutritional Analysis (Nutrition Facts) of the product from DOST or FDA, or their accredited laboratories;
2. Food and Drug Authority (FDA) License to Operate;
3. Certificate of Distributorship (if applicable);
4. Joint Venture Agreement (if applicable);
5. Updated Sanitary Permit issued by the City or Municipal Office; and
6. Health or Medical Certificates of food handlers and drivers.



**Delivery Mode and Schedule:**

The supplier should have the capacity to deliver the food items directly to the 60 ELEMENTARY SCHOOL RECIPIENTS as per the schedule outlined in Annex D.

**Payment Schedule:**

Staggered payment once distribution has started.

**Sensory Evaluation and Acceptability Test:**

The supplier should provide samples for evaluation and acceptability during the opening of bids. Products should pass the sensory evaluation and acceptability tests.

**B. TECHNICAL SPECIFICATIONS FOR FRUIT JUICE**

**Flavor:**

Any flavor among the following: Calamansi, Dalandan, Melon, Watermelon, Mango, Pineapple, Passion Fruit, Coconut, Guyabano, etc.). Preferably, the flavor should vary monthly.

**Serving Size:**

250 ml

**Quality:**

Fruit juice comes from real fruit juice, not synthetic flavorings, received in good condition, no signs of damage in packs, not expired, no signs of bulging or dents.

		<p><b>Packaging:</b> Individually packed in food-grade bottles; packaging must clearly and readably indicate the Manufacturing Date and the Expiration Date. There must be an imprinted sign per pack which indicates, <b>“DepEd SBFP – NOT FOR SALE”</b>.</p> <p><b>Expiration:</b> The expiration date should be at least 6 months from the date of manufacturing.</p> <p><b>Nutritional Content:</b></p> <table border="1" data-bbox="576 745 1193 943"> <thead> <tr> <th data-bbox="576 745 887 824">Particulars</th> <th data-bbox="887 745 1193 824">Minimum Amount Per Serving</th> </tr> </thead> <tbody> <tr> <td data-bbox="576 824 887 864">Energy</td> <td data-bbox="887 824 1193 864">100 Kcal or more</td> </tr> <tr> <td data-bbox="576 864 887 904">Sugar</td> <td data-bbox="887 864 1193 904">Less than 10-25 g</td> </tr> <tr> <td data-bbox="576 904 887 943">Vit C</td> <td data-bbox="887 904 1193 943">More than 20 mg</td> </tr> </tbody> </table> <p><b>Technical Requirements for Suppliers:</b> <b>The supplier shall provide the following during the opening of bids:</b></p> <ol data-bbox="576 1104 1198 1518" style="list-style-type: none"> <li>1. Certificate of Nutritional Analysis (Nutrition Facts) of the product from DOST or FDA, or their accredited laboratories;</li> <li>2. Food and Drug Authority (FDA) License to Operate;</li> <li>3. Certificate of Distributorship (if applicable);</li> <li>4. Joint Venture Agreement (if applicable);</li> <li>5. Updated Sanitary Permit issued by the City or Municipal Office; and</li> <li>6. Health or Medical Certificates of food handlers and drivers.</li> </ol>	Particulars	Minimum Amount Per Serving	Energy	100 Kcal or more	Sugar	Less than 10-25 g	Vit C	More than 20 mg	
Particulars	Minimum Amount Per Serving										
Energy	100 Kcal or more										
Sugar	Less than 10-25 g										
Vit C	More than 20 mg										

			<p><b>Delivery Mode and Schedule:</b> The supplier should have the capacity to deliver the food items directly to the 60 ELEMENTARY SCHOOL RECIPIENTS as per the schedule outlined in Annex D.</p> <p><b>Payment Schedule:</b> Staggered payment once distribution has started.</p> <p><b>Sensory Evaluation and Acceptability Test:</b> The supplier should provide samples for evaluation and acceptability during the opening of bids. Products should pass the sensory evaluation and acceptability tests.</p>	
2	241,945 pcs (60 grams) or 483,890 pcs (30 grams)	pack	<p><b>II. COOKIES</b> 4,399 x 55 days x P22.00</p> <p><b>TECHNICAL SPECIFICATIONS FOR COOKIES</b></p> <p><b>Flavor:</b> Any flavor among the following: Oatmeal, Calamansi, Lemon. Preferably, the flavor should change every month.</p> <p><b>Serving Size:</b> 30 grams x 2 pcs. or 60 grams per pack</p> <p><b>Net Weight:</b> At least 60 grams</p> <p><b>Quality:</b> Products received in good condition, food items are intact, no signs of damage in packaging, no signs of molds, no</p>	

discoloration, pest-free, and not expired.

**Packaging:**

Individually packed in food-grade pouches; the packaging must clearly and readably indicate the Manufacturing Date and the Expiration Date; There must be an imprinted sign per pack which indicates, **"DepEd SBFP – NOT FOR SALE"**.

**Expiration:**

The expiration date should be at least 2 months from the date of manufacturing.

**Nutritional Content:**

<b>Particulars</b>	<b>Minimum Amount Per Serving</b>
Energy	250 Kcal or more
Saturated Fat	Less than 0-7 g
Protein	4 g or more
Sugar	Less than 10-25 g
Sodium	Less than 120-200 mg

**Technical Requirements for Suppliers:**

**The supplier shall provide the following during the opening of bids:**

1. Certificate of Nutritional Analysis (Nutrition Facts) of the product from DOST or FDA, or their accredited laboratories;
2. Food and Drug Authority (FDA) License to Operate;
3. Certificate of Distributorship (if applicable);
4. Joint Venture Agreement (if applicable);
5. Updated Sanitary Permit issued by the City or Municipal Office; and



		<p>6. Health or Medical Certificates of food handlers and drivers.</p> <p><b>Delivery Mode and Schedule:</b> The supplier should have the capacity to deliver the food items directly to the 60 ELEMENTARY SCHOOL RECIPIENTS as per the schedule outlined in Annex E.</p> <p><b>Payment Schedule:</b> Staggered payment once distribution has started.</p> <p><b>Sensory Evaluation and Acceptability Test:</b> The supplier should provide samples for evaluation and acceptability during the opening of bids. Products should pass the sensory evaluation and acceptability tests.</p>	
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*[Signature]*

**FEEDING CALENDAR FOR S.Y. 2024-2025**

# October

2024

SUN	MON	TUE	WED	THU	FRI	SAT	NOTES
		1	2	3	4	5	<b>LEGEND:</b> <span style="background-color: #f4b084; padding: 2px;">Crackers + Fruit Juice</span> <span style="background-color: #f4a4c4; padding: 2px;">Enhanced Nutribun</span> <span style="background-color: #f48484; padding: 2px;">Cookies</span> <span style="background-color: #a4d484; padding: 2px;">Iron-fortified Rice</span>
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28 1. Crackers + Fruit Juice	29 1. Enhanced Nutribun	30 2. Crackers + Fruit Juice 1. Cookies	31 2. Enhanced Nutribun			

# November

2024

SUN	MON	TUE	WED	THU	FRI	SAT	NOTES
					1 3. Crackers + Fruit Juice 2. Cookies	2	<b>LEGEND:</b> <span style="background-color: #f4b084; padding: 2px;">Crackers + Fruit Juice</span> <span style="background-color: #f4a4c4; padding: 2px;">Enhanced Nutribun</span> <span style="background-color: #f48484; padding: 2px;">Cookies</span> <span style="background-color: #a4d484; padding: 2px;">Iron-fortified Rice</span>
3	4 4. Crackers + Fruit Juice	5 3. Enhanced Nutribun	6 5. Crackers + Fruit Juice 3. Cookies	7 4. Enhanced Nutribun	8 6. Crackers + Fruit Juice 4. Cookies	9	
10	11 7. Crackers + Fruit Juice	12 5. Enhanced Nutribun	13 8. Crackers + Fruit Juice 5. Cookies	14 6. Enhanced Nutribun	15 9. Crackers + Fruit Juice 6. Cookies	16	
17	18 10. Crackers + Fruit Juice	19 7. Enhanced Nutribun	20 11. Crackers + Fruit Juice 7. Cookies	21 8. Enhanced Nutribun	22 12. Crackers + Fruit Juice 8. Cookies	23	
24	25 MIDYEAR BREAK	26 MIDYEAR BREAK	27 MIDYEAR BREAK	28 MIDYEAR BREAK	29 MIDYEAR BREAK	30	

# December

2024

SUN	MON	TUE	WED	THU	FRI	SAT	NOTES
1	2 13. Crackers + Fruit Juice	3 9. Enhanced Nutribun	4 14. Crackers + Fruit Juice 9. Cookies	5 10. Enhanced Nutribun	6 15. Crackers + Fruit Juice 10. Cookies	7	<b>LEGEND:</b> <span style="background-color: #f4a460; padding: 2px;">Crackers + Fruit Juice</span> <span style="background-color: #f4a460; padding: 2px;">Enhanced Nutribun</span> <span style="background-color: #f4a460; padding: 2px;">Cookies</span> <span style="background-color: #90ee90; padding: 2px;">Iron-fortified Rice</span>
8	9 16. Crackers + Fruit Juice	10 11. Enhanced Nutribun	11 17. Crackers + Fruit Juice 11. Cookies	12 12. Enhanced Nutribun	13 18. Crackers + Fruit Juice 12. Cookies	14	
15	16 19. Crackers + Fruit Juice	17 13. Enhanced Nutribun	18 20. Crackers + Fruit Juice 13. Cookies	19 14. Enhanced Nutribun	20 21. Crackers + Fruit Juice 14. Cookies	21	
22	23 CHRISTMAS AND NEW YEAR BREAK	24 CHRISTMAS AND NEW YEAR BREAK	25 CHRISTMAS AND NEW YEAR BREAK	26 CHRISTMAS AND NEW YEAR BREAK	27 CHRISTMAS AND NEW YEAR BREAK	28	
29	30 CHRISTMAS AND NEW YEAR BREAK	31 CHRISTMAS AND NEW YEAR BREAK					

# January

2025

SUN	MON	TUE	WED	THU	FRI	SAT	NOTES
			1 CHRISTMAS AND NEW YEAR BREAK	2 CHRISTMAS AND NEW YEAR BREAK	3 CHRISTMAS AND NEW YEAR BREAK	4	<b>LEGEND:</b> <span style="background-color: #f4a460; padding: 2px;">Crackers + Fruit Juice</span> <span style="background-color: #f4a460; padding: 2px;">Enhanced Nutribun</span> <span style="background-color: #f4a460; padding: 2px;">Cookies</span> <span style="background-color: #90ee90; padding: 2px;">Iron-fortified Rice</span>
5	6 22. Crackers + Fruit Juice	7 15. Enhanced Nutribun	8 23. Crackers + Fruit Juice 15. Cookies	9 16. Enhanced Nutribun	10 24. Crackers + Fruit Juice 16. Cookies	11	
12	13 25. Crackers + Fruit Juice	14 17. Enhanced Nutribun	15 26. Crackers + Fruit Juice 17. Cookies	16 18. Enhanced Nutribun	17 27. Crackers + Fruit Juice 18. Cookies	18	
19	20 28. Crackers + Fruit Juice	21 19. Enhanced Nutribun	22 29. Crackers + Fruit Juice 19. Cookies	23 20. Enhanced Nutribun	24 30. Crackers + Fruit Juice 20. Cookies	25	
26	27 31. Crackers + Fruit Juice	28 21. Enhanced Nutribun	29 32. Crackers + Fruit Juice 21. Cookies	30 22. Enhanced Nutribun	31 33. Crackers + Fruit Juice 22. Cookies		

# February

2025

SUN	MON	TUE	WED	THU	FRI	SAT	NOTES
						1	<b>LEGEND:</b>
							Crackers + Fruit Juice
							Enhanced Nutribun
							Cookies
							Iron-fortified Rice
	2	3	4	5	6	7	8
	34. Crackers + Fruit Juice	23. Enhanced Nutribun	35. Crackers + Fruit Juice 23. Cookies	24. Enhanced Nutribun	LIFR 24. Cookies		
	9	10	11	12	13	14	15
	36. Crackers + Fruit Juice	25. Enhanced Nutribun	37. Crackers + Fruit Juice 25. Cookies	26. Enhanced Nutribun	2. IFR 26. Cookies		
	16	17	18	19	20	21	22
	38. Crackers + Fruit Juice	27. Enhanced Nutribun	39. Crackers + Fruit Juice 27. Cookies	28. Enhanced Nutribun	3. IFR 28. Cookies		
	23	24	25	26	27	28	
	40. Crackers + Fruit Juice	29. Enhanced Nutribun	41. Crackers + Fruit Juice 29. Cookies	30. Enhanced Nutribun	4. IFR 30. Cookies		

# March

2025

SUN	MON	TUE	WED	THU	FRI	SAT	NOTES
						1	<b>LEGEND:</b>
							Crackers + Fruit Juice
							Enhanced Nutribun
							Cookies
							Iron-fortified Rice
	2	3	4	5	6	7	8
	42. Crackers + Fruit Juice 31. Cookies	31. Enhanced Nutribun	43. Crackers + Fruit Juice 32. Cookies	32. Enhanced Nutribun	5. IFR 33. Enhanced Nutribun 33. Cookies		
	9	10	11	12	13	14	15
	44. Crackers + Fruit Juice 34. Cookies	34. Enhanced Nutribun	45. Crackers + Fruit Juice 35. Cookies	35. Enhanced Nutribun	6. IFR 36. Enhanced Nutribun 36. Cookies		
	16	17	18	19	20	21	22
	46. Crackers + Fruit Juice 37. Cookies	37. Enhanced Nutribun	47. Crackers + Fruit Juice 38. Cookies	38. Enhanced Nutribun	7. IFR 39. Enhanced Nutribun 39. Cookies		
	23	24	25	26	27	28	29
	48. Crackers + Fruit Juice 40. Cookies	40. Enhanced Nutribun	49. Crackers + Fruit Juice 41. Cookies	41. Enhanced Nutribun	8. IFR 42. Enhanced Nutribun 42. Cookies		



# April

2025

SUN	MON	TUE	WED	THU	FRI	SAT	NOTES
30	31	1 43. Enhanced Nutribun	2 50. Crackers + Fruit Juice 43. Cookies	3 44. Enhanced Nutribun	4 9. IFR 44. Cookies 45. Enhanced Nutribun	5	<b>LEGEND:</b> <span style="background-color: #f4a460; padding: 2px;">Crackers + Fruit Juice</span> <span style="background-color: #f4a460; padding: 2px;">Enhanced Nutribun</span> <span style="background-color: #f4a460; padding: 2px;">Cookies</span> <span style="background-color: #90c040; padding: 2px;">Iron-fortified Rice</span>
6	7 45. Cookies	8 46. Enhanced Nutribun	9 51. Crackers + Fruit Juice 46. Cookies	10 47. Enhanced Nutribun	11 10. IFR 47. Cookies 48. Enhanced Nutribun	12	
13	14 49. Enhanced Nutribun 48. Cookies	15 50. Enhanced Nutribun 49. Cookies	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

# May

2025

SUN	MON	TUE	WED	THU	FRI	SAT	NOTES
				1	2	3	<b>LEGEND:</b> <span style="background-color: #f4a460; padding: 2px;">Crackers + Fruit Juice</span> <span style="background-color: #f4a460; padding: 2px;">Enhanced Nutribun</span> <span style="background-color: #f4a460; padding: 2px;">Cookies</span> <span style="background-color: #90c040; padding: 2px;">Iron-fortified Rice</span>  Note: National Learning Camp (NLC) - May 19- June 6 as per DO 009, s. 2024
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19 52. Crackers + Fruit Juice	20 50. Cookies	21 53. Crackers + Fruit Juice	22 51. Cookies	23 54. Crackers + Fruit Juice	24	
25	26 55. Crackers + Fruit Juice	27 52. Cookies	28 56. Crackers + Fruit Juice	29 53. Cookies	30 57. Crackers + Fruit Juice	31	

# June

2025

SUN	MON	TUE	WED	THU	FRI	SAT	NOTES
1	2 58. Crackers + Fruit Juice	3 54. Cookies	4 59. Crackers + Fruit Juice	5 55. Cookies	6 60. Crackers + Fruit Juice	7	<b>LEGEND:</b> <span style="background-color: #f4b084; padding: 2px;">Crackers + Fruit Juice</span> <span style="background-color: #f48fb1; padding: 2px;">Enhanced Nutribun</span> <span style="background-color: #ff9800; padding: 2px;">Cookies</span> <span style="background-color: #c8e6c9; padding: 2px;">Iron-fortified Rice</span>
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	30	31					

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

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

## **Checklist of Technical and Financial Documents**

### **I. TECHNICAL COMPONENT ENVELOPE**

#### ***Class “A” Documents***

##### *Legal Documents*

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

##### *Technical Documents*

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-

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

Financial Documents

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

*Class "B" Documents*

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

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

