

PHILIPPINE BIDDING DOCUMENTS

Supply and Delivery of Various Food Commodities for the Dietary Supplementation Program (Lots 1 and 2)

**Lot 1: High Energy Ready-to-Eat Food Ration Biscuits in
Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9,
10, Caraga, CAR and BARMM and High Energy Biscuits
in NCR- National Nutrition Council, Central Office**

and

**Lot 2: Brown Rice Bar (Chocolate Flavor) in Selected
Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10,
Caraga, CAR and BARMM, and Ready-to-Eat Brown
Rice Bar (Plain) in NCR- National Nutrition Council,
Central Office**

**NATIONAL NUTRITION COUNCIL
Taguig City**

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 HEALTH
NATIONAL NUTRITION COUNCIL
2332 CHINO ROCES AVENUE EXTENSION
TAGUIG CITY

**INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF
VARIOUS FOOD COMMODITIES FOR THE DIETARY
SUPPLEMENTATION PROGRAM (LOTS 1 AND 2)**

1. The **NATIONAL NUTRITION COUNCIL (NNC)**, through the General Appropriations Act (GAA) – 2022 Continuing Appropriations (ConAp) and 2023 GAA intends to apply the sum of **Fifty Two Million Four Hundred Sixty Five Thousand Six Hundred Ten Pesos only (Php 52,465,610.00)** being the total Approved Budget for the Contract (ABC) to payments under the contract for the Supply and Delivery of Various Food Commodities for the Dietary Supplementation Program (Lots 1 and 2):

Lot 1: High Energy Ready-to-Eat Food Ration Biscuits in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM and High Energy Biscuits in NCR- National Nutrition Council, Central Office, and

Lot 2: Brown Rice Bar (Chocolate Flavor) in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM, and Ready-to-Eat Brown Rice Bar (Plain) in NCR- National Nutrition Council, Central Office.

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

2. The National Nutrition Council now invites bids for the Supply and Delivery of DOST-FNRI Complementary Food Products Rice Mongo Instant Blend for the Dietary Supplementation Program in Selected Municipalities of Region 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR; and Rice Mongo Curls - Complementary Food for the Dietary Supplementation Program in NCR- National Nutrition Council, Central Office categorized as follows:

OBJECT OF BIDDING			
Item No.	Particulars	Approved Budget for the Contract (ABC)	Amount of Bid Document (Non-refundable)
Lot 1	Supply and Delivery of High Energy Ready-to-Eat Food Ration Biscuits in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM and High Energy Biscuits in NCR- National Nutrition	Php 22,659,060.00	Php 25,000.00

OBJECT OF BIDDING			
Item No.	Particulars	Approved Budget for the Contract (ABC)	Amount of Bid Document (Non-refundable)
	Council, Central Office for the Dietary Supplementation Program		
Lot 2	Supply and Delivery of Brown Rice Bar (Chocolate Flavor) in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM, and Ready-to-Eat Brown Rice Bar (Plain) in NCR- National Nutrition Council, Central Office for the Dietary Supplementation Program	Php 29,806,550.00	P 25,000.00
Total Approved Budget for the Contract (ABC)		Php 52,465,610.00	Php 50,000.00

One-time distribution and delivery in municipalities and NNC-CO per attached distribution list. Delivery dates to be identified by the NNC-CO. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

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

- Prospective Bidders may obtain further information from the National Nutrition Council and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. – 5:00 p.m. Minimum health standards shall be observed.
- A complete set of Bidding Documents may be acquired by interested Bidders on **04 - 20 July 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, as stated in the above. The Procuring Entity shall allow the bidder to present its proof of payment of the fees in person.

NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The National Nutrition Council will hold a Pre-Bid Conference¹(face to face) on **7 July 2023 at 1:00 p.m. (Lot 1) and 2:00 p.m. (Lot 2)** at NNC Board Room, National Nutrition Council, 2332 Chino Roces Avenue Extension Taguig City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission on or before **20 July, 2023 at 1:00 p.m. (Lot 1) and 2:00 p.m. (Lot 2)**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be **20 July, 2023 at 1:00 p.m. (Lot 1) and 2:00 p.m. (Lot 2)** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The NNC-BAC and all concerned are hereby enjoined to strictly follow the provision stipulated in IRR of R.A. 9184, Section 33.1 "From submission and receipt of bids until the approval by the HOPE of the ranking of short listed bidders, those that have submitted their bids are prohibited from making any communication with any BAC member, including its staff and personnel, as well as its BAC Secretariat and TWG, regarding matters connected to their bids. However, the BAC, through its Secretariat, may ask in writing the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing.
11. The National Nutrition Council 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.
12. For further information, please refer to:

Mr. John Yves F. Fadrilan
Administrative Officer V
Head, BAC Secretariat
National Nutrition Council
2332 Chino Roces Avenue Extension
Taguig City
Telefax No. 8816-4239
imc_nnc@yahoo.com

NPC REGINALDO T. GUILLEN
OIC, Administrative Officer and
Chair, Bids and Awards Committee

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

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

13. The Procuring Entity, National Nutrition Council (NNC) wishes to receive Bids for the Supply and Delivery of Various Food Commodities for the Dietary Supplementation Program (Lots 1 and 2):

Lot 1: High Energy Ready-to-Eat Food Ration Biscuits in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM and High Energy Biscuits in NCR- National Nutrition Council, Central Office, and

Lot 2: Brown Rice Bar (Chocolate Flavor) in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM, and Ready-to-Eat Brown Rice Bar (Plain) in NCR- National Nutrition Council, Central Office, with identification number **PB-09-2023**.

14. The Procurement Project (referred to herein as “Project”) is composed of Supply and Delivery of Various Food Commodities for the Dietary Supplementation Program (Lots 1 and 2):

Lot 1: High Energy Ready-to-Eat Food Ration Biscuits in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM and High Energy Biscuits in NCR- National Nutrition Council, Central Office, and

Lot 2: Brown Rice Bar (Chocolate Flavor) in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM, and Ready-to-Eat Brown Rice Bar (Plain) in NCR- National Nutrition Council, Central Office, 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 the General Appropriations Act in the amount of Fifty Two Million Four Hundred Sixty Five Thousand Six Hundred Ten Pesos only (Php 52,465,610.00).
- 2.2. The sources of funding are General Appropriations Act (GAA) - Continuing Appropriation (ConAp) 2022, and 2023 GAA.

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect

the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- 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 Goods: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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.

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 at NNC Board Room, National Nutrition Council, 2332 Chino Roces Avenue Extension, Taguig City as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, 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 Section VII (Technical Specifications).

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 **20 October 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 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.

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

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

20. Post-Qualification

- 20.2. 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, 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. Provision of related items that underwent public bidding. b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.			
7.1	Subcontracting is not allowed.			
12	The price of the Goods shall be quoted DDP and VAT inclusive to various provinces 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:			
			Amount of Bid Security (equal to % of the ABC)	
	Object of Bidding	Approved Budget for the Contract (ABC)	(b.i.1) Cash, Cashier's/Manager's check, bank draft guarantee confirmed by a Universal or Commercial Bank. (b.i.2) Irrevocable letter of credit issued by a Universal or Commercial Bank; provided however, that is shall confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. Two percent (2%); or	(b.i.3) Surety bond callable upon Demand issued by a surety or Insurance company duly Certified by the Insurance Commission as authorized to Issue such security. Five percent (5%)
	Lot 1	Supply and Delivery of High Energy Ready-to-Eat Food Ration Biscuits in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM and High Energy Biscuits in NCR- National Nutrition Council, Central Office for the Dietary Supplementation Program	Php 453,181.20	Php 1,132,953.00
	Lot 2	Supply and Delivery of Brown Rice Bar (Chocolate Flavor) in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM, and Ready-to-Eat Brown Rice Bar (Plain) in NCR- National Nutrition Council, Central Office for the Dietary Supplementation Program	Php 596,131.00	Php 1,490,327.50
	Total Approved Budget for the Contract (ABC)	Php 52,465,610.00	Php 1,049,312.20	Php 2,623,280.50
15	Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid. All legal documents should be stamped Certified True Copy and signed by its authorized representative			
19.3				
	Object of Bidding	Approved Budget for the Contract (ABC)		
	Supply and Delivery of High Energy Ready-to-Eat Food Ration Biscuits in Selected Municipalities of	Php 22,659,060.00		

	Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM and High Energy Biscuits in NCR-National Nutrition Council, Central Office for the Dietary Supplementation Program	
	Supply and Delivery of Brown Rice Bar (Chocolate Flavor) in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM, and Ready-to-Eat Brown Rice Bar (Plain) in NCR-National Nutrition Council, Central Office for the Dietary Supplementation Program	Php 29,806,550.00
	Total Approved Budget for the Contract (ABC)	Php 52,465,610.00
20.2	[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]	
21.2	None.	

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

- 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>[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>Delivery and Documents –</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 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>Incidental Services –</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"> a. 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
	<p>Packaging –</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 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>Transportation –</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</p>

	<p>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>Intellectual Property Rights –</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>“The terms of payment shall be as follows: Payment will be made after the completion of the project. Supplier shall submit the Delivery Receipt (DR), Billing Invoice or Statement of Account.</p>
4	<p>The inspections and tests that will be conducted conforms with the Inspection and Acceptance procedure of agency.</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.

Item Number	Description	Quantity	Unit	Delivered, Weeks/Months
Lot 1 (Item 1)	Supply and Delivery of High Energy Ready-to-Eat Food Ration Biscuits in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM for the Dietary Supplementation Program	742,102	pieces	• One-time delivery in municipalities in various provinces per attached distribution list. Delivery dates to be identified by the NNC.
Lot 1 (Item 2)	Supply and Delivery of High Energy Biscuits in NCR- National Nutrition Council, Central Office for the Dietary Supplementation Program	18,000	pieces	One-time delivery at NNC-CO per attached distribution list. Delivery dates to be identified by the NNC.
Lot 2 (Item 1)	Supply and Delivery of Brown Rice Bar (Chocolate Flavor) in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM for the Dietary Supplementation Program	1,156,262	pieces	• One-time delivery in municipalities in various provinces per attached distribution list. Delivery dates to be identified by the NNC.
Lot 2 (Item 2)	Supply and Delivery of Ready-to-Eat Brown Rice Bar (Plain) in NCR- National Nutrition Council, Central Office for the Dietary Supplementation Program	36,000	pieces	One-time delivery at NNC-CO per attached distribution list. Delivery dates to be identified by the NNC.

I hereby certify to comply with all the above Schedule of Requirements.

Name of Company/Bidder

Printed Name, Position and Signature of
Bidder's Authorized Representative

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																				
Lot 1 (Item 1)	<p>Supply and Delivery of High Energy Ready-to-Eat Food Ration Biscuits in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM for the Dietary Supplementation Program with the following:</p> <p>SPECIFICATIONS: 742,102 pieces of High Energy Ready-to-Eat Food Ration Biscuits (made from wheat flour, unsalted butter, whole milk, sugar, soy protein, iodized salt, and vitamins and minerals produced by DOST-FNRI technology adopters)</p> <ul style="list-style-type: none">Each sachet should have a net weight at least 100g, with at least 25 g protein and at least 435 kcal energy.Packed in boxes with 10 sachets each boxShelf life of at least 12 months or more upon receipt of end-user and with certificate of shelf-life/ shelf-life declarationProperly labelled in accordance with FDA regulations (to include manufacturing date and expiration date)Produced by DOST-FNRI technology adoptersWith License to Operate and Certificate of Product Registration (CPR) from FDAWith Certificate of Distributorship, GMP Compliance, HACCP CertificateWith written instructions on use in every packWith technical product specifications on the formulation and packaging standards, sensory properties, ingredients, storage conditions, etc.With technical documents on proper handling and storage conditionsOne-time distribution and delivery in municipalities (per attached distribution list).Manufacturing dates will be 15 days upon receipt of Notice to Proceed with signed conforme.Delivery dates will be 30 days upon issuance of Inspection and Acceptance Report from NNC based on the attached distribution list and list of consignees.Local supplier(s) preferred, e.g. supplier's office preferably located in adjacent municipality or province or region <p>Breakdown of the Commodity requirements per area:</p> <table><tr><th>MUNICIPALITY</th><th>QUANTITY</th></tr><tr><td>Region I</td><td></td></tr><tr><td><i>Pangasinan</i></td><td>2,072</td></tr><tr><td>Santo Tomas</td><td>2072</td></tr><tr><td>Region III</td><td></td></tr><tr><td><i>Nueva Ecija</i></td><td>1,092</td></tr><tr><td>Nampicuan</td><td>1092</td></tr><tr><td>Region IV-A</td><td></td></tr><tr><td><i>Cavite</i></td><td>1,694</td></tr><tr><td>General Emilio Aguinaldo</td><td>1694</td></tr></table>	MUNICIPALITY	QUANTITY	Region I		<i>Pangasinan</i>	2,072	Santo Tomas	2072	Region III		<i>Nueva Ecija</i>	1,092	Nampicuan	1092	Region IV-A		<i>Cavite</i>	1,694	General Emilio Aguinaldo	1694	<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 unamended 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>
MUNICIPALITY	QUANTITY																					
Region I																						
<i>Pangasinan</i>	2,072																					
Santo Tomas	2072																					
Region III																						
<i>Nueva Ecija</i>	1,092																					
Nampicuan	1092																					
Region IV-A																						
<i>Cavite</i>	1,694																					
General Emilio Aguinaldo	1694																					

Quezon	14,490
Agdangan	1806
Alabat	2198
Jomalig	1064
Patnanungan	2058
Perez	1722
Plaridel	1526
Quezon	2142
Sampaloc	1974
Region IV-B	
Romblon	700
Sta. Maria	700
Region V	
Camarines Sur	9,786
Bombon	2310
Cabusao	2562
Camaligan	3360
Gainza	1554
Catanduanes	10,794
Bagamanoc	1582
Baras	1778
Bato	2940
Gigmoto	1148
Panganiban	1288
San Miguel	2058
Masbate	7,868
Batuan	2086
Esperanza	2590
San Fernando	3192
Sorsogon	8,470
Barcelona	2940
Prieto Diaz	3164
Santa Magdalena	2366
Region VI	
Iloilo	10,668
Batad	2968
Bingawan	2114
Mina	3276
San Rafael	2310
Region VII	
Bohol	21,868
Alburquerque	1442
Anda	2254
Batuan	1750
Clarin	2772
Corella	1176
Cortes	2338
Dagohoy	2618
Lila	1666
Loay	2282
San Isidro	1204
Sevilla	1442
Sikatuna	924
Cebu	21,532
Alcantara	2198
Alcoy	2478
Boljoon	2394
Ginatilan	2338
Malabuyoc	2828

	Pilar	1638	
	Ronda	2968	
	Samboan	3052	
	Tudela	1638	
	Negros Oriental	1,372	
	San Jose	1372	
	Siquijor	6,734	
	Enrique Villanueva	840	
	Larena	1918	
	Maria	1918	
	San Juan	2058	
	Region VIII		
	Eastern Samar	39,293	
	Balangkayan	2717	
	General Macarthur	3936	
	Giporlos	3565	
	Hernani	2332	
	Jipapad	2173	
	Lawaan	3459	
	Maslog	1484	
	Mercedes	1643	
	Quinapondan	3989	
	Salcedo	6070	
	San Julian	3936	
	San Policarpo	3989	
	Leyte	308,100	
	Abuyog	11973	
	Alangalang	11115	
	Bato	7683	
	City of Baybay	21957	
	City of Tacloban (Capital)	48555	
	Dulag	9516	
	Hilongos	12753	
	Hindang	8346	
	Inopacan	4134	
	Javier	5109	
	Julita	6045	
	La Paz	7956	
	Leyte	8151	
	Macarthur	8424	
	Mahaplag	11310	
	Matalom	6669	
	Mayorga	6903	
	Merida	11895	
	Ormoc City	43173	
	Palo	14079	
	Pastrana	7215	
	Santa Fe	8190	
	Tabontabon	4485	
	Tanauan	11076	
	Tolosa	8346	
	Tunga	3042	
	Northern Samar	19110	
	Allen	3556	
	Biri	1638	
	Capul	1778	
	Lapinig	1806	
	Mapanas	1974	
	Rosario	1470	
	San Antonio	1288	

	San Jose	2450	
	San Vicente	1092	
	Victoria	2058	
	<i>Samar (Western Samar)</i>	<i>15,792</i>	
	Almagro	1260	
	Jiabong	2562	
	Marabut	2366	
	Matuguinao	1008	
	Pagsanghan	1120	
	San Sebastian	1120	
	Santo Niño	1778	
	Catbalogan City	1176	
	Talalora	1120	
	Zumarraga	2282	
	<i>Southern Leyte</i>	<i>39438</i>	
	Anahawan	1148	
	Bontoc	3808	
	City of Maasin (Capital)	5964	
	Hinunangan	2086	
	Hinundayan	1722	
	Libagon	2114	
	Liloan	1680	
	Limasawa	840	
	Macrohon	1834	
	Malitbog	1596	
	Padre Burgos	1554	
	Pintuyan	1372	
	Saint Bernard	1988	
	San Francisco	1862	
	San Juan	2058	
	San Ricardo	1470	
	Silago	896	
	Sogod	3136	
	Tomas Oppus	2310	
	Region IX		
	<i>Zamboanga del Norte</i>	<i>3,584</i>	
	La Libertad	574	
	Mutia	854	
	Rizal	952	
	Sibutad	1204	
	<i>Zamboanga del Sur</i>	<i>5,026</i>	
	Josefina	784	
	Sominot	1246	
	Tigbao	1400	
	Vincenzo A. Sagun	1596	
	<i>Zamboanga Sibugay</i>	<i>2,100</i>	
	Talusan	2100	
	Region X		
	<i>Lanao del Norte</i>	<i>26,586</i>	
	Kauswagan	1862	
	Linamon	2884	
	Magsaysay	1344	
	Matungao	994	
	Pantar	1540	
	Salvador	3192	
	Sapad	1498	
	Tagoloan	938	
	Tangcal	2436	
	Tubod	1526	
	Baroy	1624	

Sapad	1008
Maigo	1568
Lala	1890
Balo-i	2282
Caraga	
<i>Dinagat Island</i>	8,568
Basilisa	2478
Cagdianao	1134
Dinagat	714
Libjo	1204
Loreto	630
San Jose (Capital)	1848
Tubajon	560
<i>Surigao del Norte</i>	13,846
Burgos	616
Dapa	1736
Del Carmen	2730
General Luna	2478
Pilar	1442
San Benito	812
San Isidro	1092
Santa Monica	1316
Socorro	1624
<i>Surigao del Sur</i>	1,288
Bayabas	574
Carmen	714
BARMM	
<i>Lanao del Sur</i>	74256
Buadiposo Buntong	4446
Bubong	3861
Calanogas	6123
Mulondo	3315
Masiu	8541
Piagapo	2652
Pualas	4953
Saguiaran	2301
Tamparan	10101
Tugaya	7293
Bayang	3939
Butig	2808
Lumbatan	5967
Pagayawan	2652
Sultan Dumalondong	5304
<i>Maguindanao</i>	28,431
Datu Saudi Ampatuan	2457
Datu Salibo	3627
Mamasapano	5187
Datu Piang	5265
Pagalungan	7254
Sultan Mastura	4641
<i>Sulu</i>	34,086
Hadji Panglima Tahil	1326
Kalingalan Caluang	6435
Talipao	4485
Maimbung	7722
Panglima Estino	5850
Jolo	4524
Indanan	3744
CAR	
<i>Abra</i>	3,458

	<table><tr><td>Bangued</td><td>1330</td></tr><tr><td>Bucay</td><td>714</td></tr><tr><td>La Paz</td><td>504</td></tr><tr><td>Tayum</td><td>560</td></tr><tr><td>Manabo</td><td>350</td></tr><tr><td>Total Quantity</td><td>742,102</td></tr></table> <p>Distribution List (please see attached)</p> <p>DELIVERY SCHEDULE: One-time delivery in municipalities in various provinces per attached distribution list. Delivery dates to be identified by the NNC</p> <p>Production Schedule: 15 days upon receipt of Notice to Proceed with signed conforme.</p> <p>Delivery to Consignees: 30 days upon issuance of Certificate of Inspection and Acceptance Report from NNC</p> <p>TERMS OF PAYMENT: Full payment after submission of the following documents:</p> <ol style="list-style-type: none">1. SOA (Statement of Account)2. SI (Sales Invoice)3. DR (Delivery Receipt)4. ITR (Inventory Transfer Report)5. IAR (Inspection and Acceptance Report) <p>Approved Budget for the Contract (ABC) – Php 22,263,060.00</p>	Bangued	1330	Bucay	714	La Paz	504	Tayum	560	Manabo	350	Total Quantity	742,102	
Bangued	1330													
Bucay	714													
La Paz	504													
Tayum	560													
Manabo	350													
Total Quantity	742,102													
Lot 1 (Item 2)	<p>Supply and Delivery of High Energy Biscuits in NCR- National Nutrition Council, Central Office for the Dietary Supplementation Program with the following:</p> <p>SPECIFICATIONS: 18,000 pieces of High Energy Biscuits (made from whole wheat flour, all purpose flour,pumpkin seed, coconut flour, butter, sesame seeds, oats, stevia powder, iodized salt, and vegetable shortening)</p> <ul style="list-style-type: none">• Each sachet should have a net weight at least 60g, with at least 480 kcal energy and 55g protein• Packed in boxes with 10 sachets each box• Shelf life of at least 12 months or more upon receipt of end-user and with certificate of shelf-life/ shelf-life declaration• Properly labelled in accordance with FDA regulations (to include manufacturing date and expiration date)• With Certificate of Analysis for imported complementary foods• With License to Operate and Certificate of Product Registration (CPR) from FDA• With Certificate of Distributorship, GMP Compliance, HACCP Certificate• With written instructions on use in every pack• With technical product specifications on the formulation and packaging standards, sensory properties, ingredients, storage conditions, etc.• With technical documents on proper handling and storage conditions	<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 unamended 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</i></p>												

	<ul style="list-style-type: none">One-time distribution and delivery in municipalities (per attached distribution list).Manufacturing dates will be 15 days upon receipt of Notice to Proceed with signed conforme.Delivery dates will be 30 days upon issuance of Inspection and Acceptance Report from NNC based on the attached distribution list and list of consignees.Local supplier(s) preferred, e.g. supplier's office preferably located in adjacent municipality or province or region <p>Breakdown of the Commodity requirements per area:</p> <table><tr><th>CITY</th><th>QUANTITY</th></tr><tr><td>NCR (NNC Central Office, Nutrition Bldg., 2332 Chino Roces Ext., Fort Bonifacio, Taguig City)</td><td>18,000</td></tr><tr><td>Total Quantity</td><td>18,000</td></tr></table> <p>Distribution List (please see attached)</p> <p>DELIVERY SCHEDULE: One-time delivery in municipalities in various provinces per attached distribution list. Delivery dates to be identified by the NNC</p> <p>Production Schedule: 15 days upon receipt of Notice to Proceed with signed conforme</p> <p>Delivery to Consignees: 30 days upon issuance of Certificate of Inspection and Acceptance Report from NNC</p> <p>TERMS OF PAYMENT: Full payment after submission of the following documents:</p> <ol style="list-style-type: none">SOA (Statement of Account)SI (Sales Invoice)DR (Delivery Receipt)IAR (Inspection and Acceptance Report) <p>Approved Budget for the Contract (ABC) – Php 396,000.00</p>	CITY	QUANTITY	NCR (NNC Central Office, Nutrition Bldg., 2332 Chino Roces Ext., Fort Bonifacio, Taguig City)	18,000	Total Quantity	18,000	<p><i>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>
CITY	QUANTITY							
NCR (NNC Central Office, Nutrition Bldg., 2332 Chino Roces Ext., Fort Bonifacio, Taguig City)	18,000							
Total Quantity	18,000							
Lot 2 (Item 1)	<p>Supply and Delivery of Brown Rice Bar (Chocolate Flavor) in Selected Municipalities of Regions 1, 3, 4A, 4B, 5, 6, 7, 8, 9, 10, Caraga, CAR and BARMM for the Dietary Supplementation Program with the following:</p> <p>SPECIFICATIONS: 1,156,262 pieces of Brown Rice Bar (a complementary food made from brown rice crispies, peanut, skimmed milk, soy protein, sesame seeds, and iodized salt produced by DOST-FNRI technology adopters)</p> <ul style="list-style-type: none">Each sachet should have a net weight at least 50g, with at least 15 g protein and at least 460 kcal energyPacked in boxes with 10 sachets each boxShelf life of at least 12 months or more upon receipt of end-user and with certificate of shelf-life/ shelf-life declaration	<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 unamended sales literature, unconditional</i></p>						

- Properly labelled in accordance with FDA regulations (to include manufacturing date and expiration date)
- Produced by DOST-FNRI technology adopters
- With License to Operate and Certificate of Product Registration (CPR) from FDA
- With Certificate of Analysis for imported complementary foods
- With Certificate of Distributorship, GMP Compliance, HACCP Certificate
- With written instructions on use in every pack
- With technical product specifications on the formulation and packaging standards, sensory properties, ingredients, storage conditions, etc.
- With technical documents on proper handling and storage conditions
- One-time distribution and delivery in municipalities (per attached distribution list).
- Manufacturing dates will be 15 days upon receipt of Notice to Proceed with signed conforme.
- Delivery dates will be 30 days upon issuance of Inspection and Acceptance Report from NNC based on the attached distribution list and list of consignees.
- Local supplier(s) preferred, e.g. supplier's office preferably located in adjacent municipality or province or region

Breakdown of the Commodity requirements per area:

MUNICIPALITY	QUANTITY
Region I	
Pangasinan	4,144
Santo Tomas	4,144
Region III	
Nueva Ecija	2,184
Nampicuan	2,184
Region IV-A	
Cavite	3,388
General Emilio Aguinaldo	3,388
Quezon	28,980
Agdangan	1792
Alabat	2184
Jomalig	1064
Patnanungan	2044
Perez	1708
Plaridel	1512
Quezon	2128
Sampaloc	1960
Region IV-B	
Romblon	1,400
Sta. Maria	1,400
Region V	
Camarines Sur	19,572
Bombon	4620
Cabusao	5124
Camaligan	6720
Gainza	3108
Catanduanes	21,588
Bagamanoc	3164
Baras	3556

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.]

	Bato	5880	
	Gigmoto	2296	
	Panganiban	2576	
	San Miguel	4116	
	Masbate	15,736	
	Batuan	4172	
	Esperanza	5180	
	San Fernando	6384	
	Sorsogon	16,940	
	Barcelona	5880	
	Prieto Diaz	6328	
	Santa Magdalena	4732	
	Region VI		
	Iloilo	21,336	
	Batad	5936	
	Bingawan	4228	
	Mina	6552	
	San Rafael	4620	
	Region VII		
	Bohol	43,736	
	Alburquerque	2884	
	Anda	4508	
	Batuan	3500	
	Clarin	5544	
	Corella	2352	
	Cortes	4676	
	Dagohoy	5236	
	Lila	3332	
	Loay	4564	
	San Isidro	2408	
	Sevilla	2884	
	Sikatuna	1848	
	Cebu	43,064	
	Alcantara	4396	
	Alcoy	4956	
	Boljoon	4788	
	Ginatilan	4676	
	Malabuyoc	5656	
	Pilar	3276	
	Ronda	5936	
	Samboan	6104	
	Tudela	3276	
	Negros Oriental	2,744	
	San Jose	2744	
	Siquijor	13,468	
	Enrique Villanueva	1680	
	Larena	3836	
	Maria	3836	
	San Juan	4116	
	Region VIII		
	Eastern Samar	58,633	
	Balangkayan	4057	
	General Macarthur	5874	
	Giporlos	5321	
	Hernani	3476	
	Jipapad	3239	
	Lawaan	5163	
	Maslog	2212	
	Mercedes	2449	
	Quinapondan	5953	

	Salcedo	9062	
	San Julian	5874	
	San Policarpo	5953	
	Leyte	402,900	
	Abuyog	15657	
	Alangalang	14535	
	Bato	10047	
	City of Baybay	28713	
	City of Tacloban (Capital)	63495	
	Dulag	12444	
	Hilongos	16677	
	Hindang	10914	
	Inopacan	5406	
	Javier	6681	
	Julita	7905	
	La Paz	10404	
	Leyte	10659	
	Macarthur	11016	
	Mahaplag	14790	
	Matalom	8721	
	Mayorga	9027	
	Merida	15555	
	Ormoc City	56457	
	Palo	18411	
	Pastrana	9435	
	Santa Fe	10710	
	Tabontabon	5865	
	Tanauan	14484	
	Tolosa	10914	
	Tunga	3978	
	Northern Samar	38,220	
	Allen	7112	
	Biri	3276	
	Capul	3556	
	Lapinig	3612	
	Mapanas	3948	
	Rosario	2940	
	San Antonio	2576	
	San Jose	4900	
	San Vicente	2184	
	Victoria	4116	
	Samar (Western Samar)	31,584	
	Almagro	2520	
	Jiabong	5124	
	Marabut	4732	
	Matuguinao	2016	
	Pagsanghan	2240	
	San Sebastian	2240	
	Santo Niño	3556	
	Catbalogan City	2352	
	Talalora	2240	
	Zumarraga	4564	
	Southern Leyte	78,876	
	Anahawan	2296	
	Bontoc	7616	
	City of Maasin (Capital)	11928	
	Hinunangan	4172	
	Hinundayan	3444	
	Libagon	4228	
	Liloan	3360	

	Limasawa	1680	
	Macrohon	3668	
	Malitbog	3192	
	Padre Burgos	3108	
	Pintuyan	2744	
	Saint Bernard	3976	
	San Francisco	3724	
	San Juan	4116	
	San Ricardo	2940	
	Silago	1792	
	Sogod	6272	
	Tomas Oppus	4620	
	Region IX		
	<i>Zamboanga del Norte</i>	<i>7,168</i>	
	La Libertad	1148	
	Mutia	1708	
	Rizal	1904	
	Sibutad	2408	
	<i>Zamboanga del Sur</i>	<i>10,052</i>	
	Josefina	1568	
	Sominot	2492	
	Tigbao	2800	
	Vincenzo A. Sagun	3192	
	<i>Zamboanga Sibugay</i>	<i>4,200</i>	
	Talusan	4200	
	Region X		
	<i>Lanao del Norte</i>	<i>53,172</i>	
	Kauswagan	3724	
	Linamon	5768	
	Magsaysay	2688	
	Matungao	1988	
	Pantar	3080	
	Salvador	6384	
	Sapad	2996	
	Tagoloan	1876	
	Tangcal	4872	
	Tubod	3052	
	Baroy	3248	
	Sapad	2016	
	Maigo	3136	
	Lala	3780	
	Balo-i	4564	
	Caraga		
	<i>Dinagat Island</i>	<i>17,136</i>	
	Basilisa	4956	
	Cagdianao	2268	
	Dinagat	1428	
	Libjo	2408	
	Loreto	1260	
	San Jose (Capital)	3696	
	Tubajon	1120	
	<i>Surigao del Norte</i>	<i>27,692</i>	
	Burgos	1232	
	Dapa	3472	
	Del Carmen	5460	
	General Luna	4956	
	Pilar	2884	
	San Benito	1624	
	San Isidro	2184	
	Santa Monica	2632	

Socorro	3248
Surigao del Sur	2576
Bayabas	1148
Carmen	1428
BARMM	
Lanao del Sur	97,104
Buadiposo Buntong	5814
Bubong	5049
Calanogas	8007
Mulondo	4335
Masiu	11169
Piagapo	3468
Pualas	6477
Saguiaran	3009
Tamparan	13209
Tugaya	9537
Bayang	5151
Butig	3672
Lumbatan	7803
Pagayawan	3468
Sultan Dumalondong	6936
Maguindanao	37,179
Datu Saudi Ampatuan	3213
Datu Salibo	4743
Mamasapano	6783
Datu Piang	6885
Pagalungan	9486
Sultan Mastura	6069
Sulu	44,574
Hadji Panglima Tahil	1734
Kalingalan Caluang	8415
Talipao	5865
Maimbung	10098
Panglima Estino	7650
Jolo	5916
Indanan	4896
CAR	
Abra	6,916
Bangued	2660
Bucay	1428
La Paz	1008
Tayum	1120
Manabo	700
Total Quantity	1,156,262
Distribution List (please see attached)	
DELIVERY SCHEDULE: One-time delivery in municipalities in various provinces per attached distribution list. Delivery dates to be identified by the NNC	
Production Schedule: 15 days upon receipt of Notice to Proceed with signed conforme	
Delivery to Consignees: 30 days upon issuance of Certificate of Inspection and Acceptance Report from NNC	
TERMS OF PAYMENT: Full payment after submission of the following documents:	
1. SOA (Statement of Account)	

	<div>2. SI (Sales Invoice)</div> <div>3. DR (Delivery Receipt)</div> <div>4. ITR (Inventory Transfer Report)</div> <div>5. IAR (Inspection and Acceptance Report)</div> <div>Approved Budget for the Contract (ABC) – Php 28,906,550.00</div>							
<div>Lot 2</div> <div>(Item 2)</div>	<div>Supply and Delivery of Ready-to-Eat Brown Rice Bar (Plain) in NCR- National Nutrition Council, Central Office for the Dietary Supplementation Program with the following:</div> <div>SPECIFICATIONS:</div> <div>36,000 pieces of Ready-to-Eat Brown Rice Bar (a complementary food made from brown rice crispies, dried fruits, peanuts, sesame seeds, sunflower seed, and soy protein produced by DOST-FNRI technology adopters)</div> <div><div><div>• Each sachet should have a net weight of at least 25 g, 17 g carbohydrate, 3 g protein and 110 kcal energy.</div><div>• Packed in boxes with 10 sachets each box</div><div>• Shelf life of at least 12 months or more upon receipt of end-user and with certificate of shelf-life/ shelf-life declaration</div><div>• Properly labelled in accordance with FDA regulations (to include manufacturing date and expiration date)</div><div>• With Certificate of Analysis for imported complementary foods</div><div>• Produced by FNRI Technology Adoptor</div><div>• With License to Operate and Certificate of Product Registration (CPR) from FDA</div><div>• With Certificate of Distributorship, GMP Compliance, HACCP Certificate</div><div>• With written instructions on use in every pack</div><div>• With technical product specifications on the formulation and packaging standards, sensory properties, ingredients, storage conditions, etc.</div><div>• With technical documents on proper handling and storage conditions</div><div>• One-time distribution and delivery in municipalities (per attached distribution list).</div><div>• Manufacturing dates will be 15 days upon receipt of Notice to Proceed with signed conforme.</div><div>• Delivery dates will be 30 days upon issuance of Inspection and Acceptance Report from NNC based on the attached distribution list and list of consignees.</div><div>• Local supplier(s) preferred, e.g. supplier's office preferably located in adjacent municipality or province or region</div></div><div>Breakdown of the Commodity requirements per area:</div><table><tr><th>CITY</th><th>QUANTITY</th></tr><tr><td>NCR (NNC Central Office, Nutrition Bldg., 2332 Chino Roces Ext., Fort Bonifacio, Taguig City)</td><td>36,000</td></tr><tr><td>Total Quantity</td><td>36,000</td></tr></table></div>	CITY	QUANTITY	NCR (NNC Central Office, Nutrition Bldg., 2332 Chino Roces Ext., Fort Bonifacio, Taguig City)	36,000	Total Quantity	36,000	<div>[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 unamended 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.]</div>
CITY	QUANTITY							
NCR (NNC Central Office, Nutrition Bldg., 2332 Chino Roces Ext., Fort Bonifacio, Taguig City)	36,000							
Total Quantity	36,000							

	<p>Distribution List (please see attached)</p> <p>DELIVERY SCHEDULE: One-time delivery in municipalities in various provinces per attached distribution list. Delivery dates to be identified by the NNC</p> <p>Production Schedule: 15 days upon receipt of Notice to Proceed with signed conforme</p> <p>Delivery to Consignees: 30 days upon issuance of Certificate of Inspection and Acceptance Report from NNC</p> <p>TERMS OF PAYMENT: Full payment after submission of the following documents:</p> <ol style="list-style-type: none"> 1. SOA (Statement of Account) 2. SI (Sales Invoice) 3. DR (Delivery Receipt) 4. IAR (Inspection and Acceptance Report) <p>Approved Budget for the Contract (ABC) – Php 900,000.00</p>	
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I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Printed Name, Position and Signature of
Bidder's Authorized Representative

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);

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 within three (3) years prior to the date of bid submission; **and**

- ☐ (f) 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 of three (3) years prior to the date of bid submission, and whose value must be at least fifty (50%) percent of the Approved Budget for the Contract (ABC), as provided in the Bidding Documents; **and**

Note: Statement of ongoing and completed contract should be submitted in a separate sheet and categorized whether government or private, if none, indicate “NONE”.

- ☐ (g) 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**

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

- ☐ (i) 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.

- (j) FDA License to Operate (LTO) and Certificate of Product Registration (CPR);

- (k) DOST-FNRI Certificate of technology adopter;

- (l) Certificate of Distributorship, GMP compliance, HACCP Certificate;

- (m) Sample products

Financial Documents

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

- ☐ (p) 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

- ☐ (q) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (r) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (s) *[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.
- ☐ (t) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Note: Bid proposal should be submitted in four (4) envelopes. 1 Original and 3 sets of Duplicate copy labelled as per marking and sealing of bids attached in the bidding documents. Legal documents and duplicate copy should be stamped Certified True Copy (CTC) signed by the authorized representative

SAMPLE FORMS

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]

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]

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/manufacture/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]

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 of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____
_____	_____

(if none, state "None")

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price 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: _____

STATEMENT OF ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name : _____

Business Address : _____

Name of Contract/Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
*Continue in a separate sheet, if necessary.							Total Cost	

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

STATEMENT OF BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

Business Name: _____
Business Address: _____

Name of Contract	a. Date of the Contract b. Date Started c. Date of completion	a. Owner's Name b. Address c. Tel. Nos.	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End-user's acceptance/ Official Receipt/Sales Invoice issued

Submitted by: _____
(Print 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]

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT made 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 hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

SEALING AND MARKING OF BIDS

<p>Original – Technical Component</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p> <p style="text-align: center;"><u>Addressed to</u></p>		<p style="text-align: center;">ORIGINAL BID</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p> <p style="text-align: center;"><u>Addressed to</u></p> <p style="text-align: center;">DO NOT OPEN BEFORE _____</p>
<p>Original – Financial Component</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p> <p style="text-align: center;"><u>Addressed to</u></p>		
<p>Copy No. 1 – Technical Component</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p> <p style="text-align: center;"><u>Addressed to</u></p>		<p style="text-align: center;">COPY No. 1</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p> <p style="text-align: center;"><u>Addressed to</u></p> <p style="text-align: center;">DO NOT OPEN BEFORE _____</p>
<p>Copy No. 1 – Financial Component</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p> <p style="text-align: center;"><u>Addressed to</u></p>		
<p>Copy No. 2 – Technical Component</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p>		<p style="text-align: center;">COPY No. 2</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p> <p style="text-align: center;"><u>Addressed to</u></p> <p style="text-align: center;">DO NOT OPEN BEFORE _____</p>
<p>Copy No. 2 – Financial Component</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p> <p style="text-align: center;"><u>Addressed to</u></p>		
<p>Copy No. 3 – Technical Component</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p> <p style="text-align: center;"><u>Addressed to</u></p>		<p style="text-align: center;">COPY No. 3</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p> <p style="text-align: center;"><u>Addressed to</u></p> <p style="text-align: center;">DO NOT OPEN BEFORE _____</p>
<p>Copy No. 3 – Financial Component</p> <p style="text-align: center;"><u>Project Name</u></p> <p style="text-align: center;"><u>Name & Address of Bidder</u></p> <p style="text-align: center;"><u>Addressed to</u></p>		

PROJECT NAME:

NAME OF BIDDER:

THE CHAIRPERSON
NATIONAL NUTRITION COUNCIL
NNC BIDS AND AWARDS COMMITTEE
2332 Chino Roces Avenue Extension, Taguig City

