

PHILIPPINE BIDDING DOCUMENTS

Supply and Delivery of Various Complementary Food Products for the Dietary Supplementation Program - Lots 1-4 (REBIDDING)

Lot 1 – Instant Complementary Powder (Plain/Original)

Lot 2 – Instant Complementary Powder (Squash)

Lot 3 – Instant Complementary Powder (Chocolate)

Lot 4 – Instant Complementary Powder (Ube)

**In Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12,
and CAR**

**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 COMPLEMENTARY FOOD PRODUCTS FOR THE
DIETARY SUPPLEMENTATION PROGRAM (REBIDDING)**

1. The **NATIONAL NUTRITION COUNCIL (NNC)**, through the General Appropriations (GAA) of 2023 (ConAp) intends to apply the sum of **Twelve Million Two Hundred Thirteen Thousand Seven Hundred Fifty Six Pesos only (Php 12,213,756.00)** being the total Approved Budget for the Contract (ABC) to payments under the contract for the Supply and Delivery to Consignees of Various Complementary Food for the Dietary Supplementation Program. 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 to consignees of various Complementary Food for the Dietary Supplementation Program 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 Instant Complementary Powder (Plain) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 7, 8, 9, 10, 11, 12, and CAR	Php 1,906,344.00	Php 5,000.00
Lot 2	Supply and Delivery of Instant Complementary Powder (Squash) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	Php 4,398,138.00	Php 5,000.00
Lot 3	Supply and Delivery of Instant Complementary Powder (Chocolate) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	Php 4,441,482.00	Php 5,000.00

OBJECT OF BIDDING			
Item No.	Particulars	Approved Budget for the Contract (ABC)	Amount of Bid Document (Non-refundable)
Lot 4	Supply and Delivery of Instant Complementary Powder (Ube) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	Php 1,467,792.00	Php 5,000.00
Total Approved Budget for the Contract (ABC)		Php12,213,756.00	Php 20,000.00

One-time delivery in municipalities/cities 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 June 22-July 10, 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 for 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.]

- The National Nutrition Council will hold a Pre-Bid Conference¹(face to face) **on June 28, 2023 2023 at 1:00 p.m.** at NNC Board Room, National Nutrition Council, 2332

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.

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 **July 10, 2023 at 1:00 p.m.** 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 on **July 10, 2023 at 1:00 p.m.** 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

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, National Nutrition Council (NNC) wishes to receive Bids for the Supply and Delivery of Various Complementary Food Products for the Dietary Supplementation Program (Lots 1 to 4), with identification number **PB-04-2023**.

The Procurement Project (referred to herein as “Project”) is composed of Supply and Delivery of Various Complementary Food Products for the Dietary Supplementation Program (Lots 1 to 4)

Lot 1 – Instant Complementary Powder (Plain/Original)
In Selected Municipalities of Regions 3, 4A, 5, 7, 8, 9, 10, 11, 12, and CAR, and

Lot 2 – Instant Complementary Powder (Squash)
Lot 3 – Instant Complementary Powder (Chocolate)
Lot 4 – Instant Complementary Powder (Ube)
In Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR

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 (GAA)- CON AP 2022 (Continuing Appropriation 2022) and 2023 GAA in the amount of Twelve Million Two Hundred Thirteen Thousand Seven Hundred Fifty Six Pesos only (Php 12,213,756.00).

2.2. The sources of funding are:

- a. General Appropriations Act (GAA)- CON AP 2022 (Continuing Appropriation 2022)
- b. 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 Expendable Supplies: 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 **October 10, 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 one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. 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: <ul style="list-style-type: none"> 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	<i>Subcontracting is not allowed.</i>		
12	The price of the Goods shall be quoted DDP and VAT inclusive		
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 Instant Complementary Powder (Plain) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 7, 8, 9, 10, 11, 12, and CAR	Php 38,126.88	Php 95,317.20
Lot 2	Supply and Delivery of Instant Complementary Powder (Squash) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	Php 87,962.76	Php 219,906.90
Lot 3	Supply and Delivery of Instant Complementary Powder (Chocolate) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	Php 88,829.64	Php 222,074.10
Lot 4	Supply and Delivery of Instant Complementary Powder (Ube) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	Php 29,355.84	Php 73,389.60
Total Approved Budget for the Contract (ABC)	Php 12,213,756.00	Php 244,275.12	Php 610,687.80

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	<table> <tr> <th>Object of Bidding</th><th>Approved Budget for the Contract (ABC)</th></tr> <tr> <td>Supply and Delivery of Instant Complementary Powder (Plain) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 7, 8, 9, 10, 11, 12, and CAR</td><td>Php 1,906,344.00</td></tr> <tr> <td>Supply and Delivery of Instant Complementary Powder (Squash) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR</td><td>Php 4,398,138.00</td></tr> <tr> <td>Supply and Delivery of Instant Complementary Powder (Chocolate) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR</td><td>Php 4,441,482.00</td></tr> <tr> <td>Supply and Delivery of Instant Complementary Powder (Ube) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR</td><td>Php 1,467,792.00</td></tr> <tr> <td>Total Approved Budget for the Contract (ABC)</td><td>Php 12,213,756.00</td></tr> </table>	Object of Bidding	Approved Budget for the Contract (ABC)	Supply and Delivery of Instant Complementary Powder (Plain) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 7, 8, 9, 10, 11, 12, and CAR	Php 1,906,344.00	Supply and Delivery of Instant Complementary Powder (Squash) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	Php 4,398,138.00	Supply and Delivery of Instant Complementary Powder (Chocolate) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	Php 4,441,482.00	Supply and Delivery of Instant Complementary Powder (Ube) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	Php 1,467,792.00	Total Approved Budget for the Contract (ABC)	Php 12,213,756.00
Object of Bidding	Approved Budget for the Contract (ABC)												
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Total Approved Budget for the Contract (ABC)	Php 12,213,756.00												
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	Supply and Delivery of Instant Complementary Powder (Plain) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 7, 8, 9, 10, 11, 12, and CAR	211,816	pieces	• One-time delivery in municipalities/cities in various provinces per attached distribution list. Delivery dates to be identified by the NNC.
Lot 2	Supply and Delivery of Instant Complementary Powder (Squash) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	488,682	pieces	• One-time delivery in municipalities/cities in various provinces per attached distribution list. Delivery dates to be identified by the NNC.
Lot 3	Supply and Delivery of Instant Complementary Powder (Chocolate) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	493,398	pieces	• One-time delivery in municipalities/cities in various provinces per attached distribution list. Delivery dates to be identified by the NNC.
Lot 4	Supply and Delivery of Instant Complementary Powder (Ube) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR	163,088	pieces	• One-time delivery in municipalities/cities in various provinces 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	<p>Supply and Delivery of Instant Complementary Powder (Plain) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 7, 8, 9, 10, 11, 12, and CAR with the following:</p> <p>SPECIFICATIONS: 211,816 pieces Instant Complementary Powder (Plain/Original flavor), a nutritious instant complementary food made of rice, mungo (mung beans), and malunggay (moringa)</p> <ul style="list-style-type: none">At least 20 g per pack with at least 16 g carbohydrates, 1 g protein and 73 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 certificates of shelf- life/shelf-life declarationProduced by DOST-FNRI technology adopters within the region/province is preferredWith License to Operate and Certificate of Product Registration (CPR) from FDAProperly labelled in accordance with FDA regulations (to include manufacturing date and expiration date)With 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 delivery in municipalities/cities in various provinces per attached distribution list.Contract duration: 45 days (20 days production, 25 days delivery from the receipt of NTP)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 III</td><td></td></tr><tr><td><i>Nueva Ecija</i></td><td>11,330</td></tr><tr><td>Bongabon</td><td>1780</td></tr><tr><td>Laur</td><td>1640</td></tr><tr><td>General Natividad</td><td>1540</td></tr><tr><td>San Isidro</td><td>740</td></tr><tr><td>Santa Rosa</td><td>2180</td></tr><tr><td>Pantabangan</td><td>270</td></tr><tr><td>Quezon</td><td>1620</td></tr><tr><td>Zaragoza</td><td>1560</td></tr><tr><td>Region IV-A</td><td></td></tr><tr><td><i>Cavite</i></td><td>6,600</td></tr><tr><td>Trece Martires City</td><td>660</td></tr><tr><td>Imus City</td><td>660</td></tr></table>	MUNICIPALITY	QUANTITY	Region III		<i>Nueva Ecija</i>	11,330	Bongabon	1780	Laur	1640	General Natividad	1540	San Isidro	740	Santa Rosa	2180	Pantabangan	270	Quezon	1620	Zaragoza	1560	Region IV-A		<i>Cavite</i>	6,600	Trece Martires City	660	Imus City	660	<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 III																																
<i>Nueva Ecija</i>	11,330																															
Bongabon	1780																															
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	Ternate	660	
	Naic	660	
	Tanza	660	
	Indang	660	
	Maragondon	660	
	Mendez	660	
	Noveleta	660	
	General Emilio Aguinaldo	660	
	<i>Quezon</i>	<i>15,500</i>	
	Sariaya	2500	
	Candelaria	2000	
	Real	1000	
	Mulanay	1000	
	Pagbilao	500	
	Calauag	1000	
	Buenavista	1000	
	Tayabas City	1500	
	Lucban	1000	
	Mauban	1000	
	General Luna	500	
	Atimonan	1500	
	Dolores	1000	
	Region V		
	<i>Camarines Sur</i>	<i>36,500</i>	
	Calabanga	5320	
	Baao	3680	
	Balatan	4050	
	Goa	3970	
	Pasacao	3390	
	Tinambac	2920	
	Libmanan	3660	
	Nabua	2340	
	Bato	2240	
	Pamplona	2560	
	Bula	2370	
	<i>Masbate</i>	<i>16,500</i>	
	Aroroy	2500	
	Masbate City	2500	
	Uson	2500	
	Milagros	1500	
	Mobo	1500	
	Placer	1500	
	Mandaon	1500	
	Baleno	1000	
	Batuan	1000	
	Cawayan	1000	
	Region VII		
	<i>Bohol</i>	<i>12,480</i>	
	Bien Unido	960	
	Danao	960	
	Guindulman	960	
	Pilar	960	
	Lila	960	
	Sikatuna	960	
	Alburquerque	960	
	Panglao	960	
	Baclayon	960	
	Buenavista	960	
	Corella	960	
	G. Hernandez	960	

	Tubigon	960	
	<i>Cebu</i>	<i>13,080</i>	
	Pilar	960	
	Samboan	960	
	Santander	960	
	Alegria	960	
	Aloguinsan	960	
	Barili	960	
	Boljoon	960	
	Ginatilan	960	
	Oslob	960	
	Pinamungahan	960	
	Sibonga	960	
	Alcoy	960	
	Carmen	600	
	Cordova	960	
	<i>Negros Oriental</i>	<i>1,920</i>	
	Bais City	960	
	Pamplona	960	
	Region VIII		
	<i>Eastern Samar</i>	<i>3,960</i>	
	Dolores	660	
	Balangiga	660	
	Can-Avid	660	
	Llorente	660	
	Borongan City	660	
	Lawaan	660	
	<i>Leyte</i>	<i>17,699</i>	
	Barugo	1166	
	Jaro	1166	
	Julita	913	
	Tabontabon	913	
	Tolosa	1166	
	Tunga	660	
	Dagami	1166	
	Lapaz	913	
	Mac Arthur	913	
	Mayorga	913	
	Pastrana	913	
	San Miguel	913	
	Santa Fe	913	
	Abuyog	1166	
	Javier	1166	
	Palompon	1166	
	Merida	913	
	Kananga	660	
	<i>Northern Samar</i>	<i>4,620</i>	
	Capul	660	
	Catarman	660	
	Silvino Lobos	660	
	Mapanas	660	
	Gamay	660	
	San Antonio	660	
	San Vicente	660	
	<i>Samar (Western Samar)</i>	<i>7,513</i>	
	Samar (Western Samar)	83	
	Basey	60	
	Talalora	60	
	Villareal	60	
	Calbiga	60	

Tagapul-An	60
Matuguinao	60
Paranas	60
Sto. Nino	60
Daram	60
Hinabangan	60
Region IX	
Zamboanga del Norte	9,493
Siayan	913
Godod	660
Mutia	660
Sergio Osmena	660
Jose Dalman	660
Katipunan	660
La Libertad	660
Pres. Manuel Roxas	660
Polanco	660
Rizal	660
Pinan	660
Sibutad	660
Dipolog City	660
Dapitan City	660
Zamboanga del Sur	11,066
Dimataling	60
Dumalinao	60
Dumingag	60
Josefina	60
Labangan	60
Lakewood	60
Midsalip	60
Pagadian City	106
Pitogo	60
Ramon Magsaysay	60
San Pablo	60
Sominot	60
Tabina	60
Tambulig	60
Tigbao	60
Tukuran	60
Zamboanga Sibugay	4,960
Mabuhay	300
Imelda	930
Diplahan	1840
Olutanga	1890
Zamboanga City	3,500
Isabela City	2,600
Region X	
Lanao del Norte	11,500
Bacolod	800
Baloi	1400
Baroy	1200
Kapatagan	800
Lala	1400
Magsaysay	800
Maigo	600
Salvador	2000
Sapad	800
Tubod	1700
Region XI	
Davao Occidental	913

	Sarangani	913	
	Region XII		
	North Cotabato	8,712	
	Carmen	913	
	Kidapawan	1166	
	Alamada*	1166	
	Antipas	660	
	Makilala	913	
	Pres. Roxas	660	
	Tulunán	660	
	Libungan	660	
	Aleosán	660	
	Midsayap	627	
	Arakan	627	
	Sultan Kudarat	3,960	
	Tacurong	660	
	Lutayan	660	
	Senator Ninoy Aquino	660	
	Isulan	660	
	Bagumbayan	660	
	Lambayong	660	
	CAR		
	Abra	7,410	
	Bucay	2550	
	San Juan	1230	
	Tayum	1200	
	Bangued	1710	
	Pilar	720	
	Total Quantity	211,816	
	<p>Distribution List (please see attached)</p> <p>DELIVERY SCHEDULE: One-time delivery in municipalities/cities in various provinces per attached distribution list. Delivery dates to be identified by the NNC</p> <p>Production Schedule: 20 days</p> <p>Delivery to Consignees: 25 days from receipt of Certificate of Inspection and Acceptance Report</p> <p>TERMS OF PAYMENT: Payment upon submission of Billing Invoice, Delivery Receipt, Inventory Transfer Report (ITR) and Delivery and Confirmation Receipt (DCR) duly signed by the consignees.</p> <p>Approved Budget for the Contract (ABC) – Php 1,906,344.00</p>		
Lot 2	<p>Supply and Delivery of Instant Complementary Powder (Squash) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR</p> <p>SPECIFICATIONS: 488,682 pieces Instant Complementary Powder (Squash flavor), a nutritious instant complementary food made of rice, mongo (mung beans) and malunggay (moringa)</p>		<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”]</i></p>

<ul style="list-style-type: none"> At least 20 g per pack with at least 16 g carbohydrates, 1 g protein and 73 kcal energy. Packed in boxes with 10 sachets each box Shelf life of at least 12 months or more upon receipt of end-user and with certificates of shelf- life/shelf-life declaration Produced by DOST-FNRI technology adopters within the region/province is preferred With License to Operate and Certificate of Product Registration (CPR) from FDA Properly labelled in accordance with FDA regulations (to include manufacturing date and expiration date) 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 delivery in municipalities/cities in various provinces per attached distribution list. Contract duration: 45 days (20 days production, 25 days delivery from the receipt of NTP) Local supplier(s) preferred, e.g. supplier's office preferably located in adjacent municipality or province or region. 	<p><i>must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>																																																														
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	Tayabas City	2700	
	Lucban	1800	
	Mauban	1800	
	General Luna	900	
	Atimonan	2700	
	Dolores	1800	
	Region V		
	<i>Camarines Sur</i>	<i>65,700</i>	
	Calabanga	9576	
	Baao	6624	
	Balatan	7290	
	Goa	7146	
	Pasacao	6102	
	Tinambac	5256	
	Libmanan	6588	
	Nabua	4212	
	Bato	4032	
	Pamplona	4608	
	Bula	4266	
	<i>Masbate</i>	<i>29,700</i>	
	Aroroy	4500	
	Masbate City	4500	
	Uson	4500	
	Milagros	2700	
	Mobo	2700	
	Placer	2700	
	Mandaon	2700	
	Baleno	1800	
	Batuan	1800	
	Cawayan	1800	
	Region VI		
	<i>Iloilo</i>	<i>360</i>	
	Calinog	120	
	Guimbal	120	
	Passi City	120	
	<i>Negros Occidental</i>	<i>240</i>	
	San Carlos City	120	
	Victorias City	120	
	Region VII		
	<i>Bohol</i>	<i>35,100</i>	
	Bien Unido	2700	
	Danao	2700	
	Guindulman	2700	
	Pilar	2700	
	Lila	2700	
	Sikatuna	2700	
	Alburquerque	2700	
	Panglao	2700	
	Baclayon	2700	
	Buenavista	2700	
	Corella	2700	
	G. Hernandez	2700	
	Tubigon	2700	
	<i>Cebu</i>	<i>37,620</i>	
	Pilar	2700	
	Samboan	2700	
	Santander	2700	
	Alegria	2700	
	Aloguinsan	2700	
	Barili	2700	

	Boljoon	2700	
	Ginatilan	2700	
	Oslob	2700	
	Pinamungahan	2700	
	Sibonga	2700	
	Alcoy	2700	
	Carmen	1980	
	Catmon	540	
	Cordova	2700	
	<i>Negros Oriental</i>	<i>5,400</i>	
	Bais City	2700	
	Pamplona	2700	
	Region VIII		
	<i>Eastern Samar</i>	<i>11,520</i>	
	Dolores	1920	
	Balangiga	1920	
	Can-Avid	1920	
	Llorente	1920	
	Borongan City	1920	
	Lawaan	1920	
	<i>Leyte</i>	<i>51,488</i>	
	Barugo	3392	
	Jaro	3392	
	Julita	2656	
	Tabontabon	2656	
	Tolosa	3392	
	Tunga	1920	
	Dagami	3392	
	Lapaz	2656	
	Mac Arthur	2656	
	Mayorga	2656	
	Pastrana	2656	
	San Miguel	2656	
	Santa Fe	2656	
	Abuyog	3392	
	Javier	3392	
	Palompon	3392	
	Merida	2656	
	Kananga	1920	
	<i>Northern Samar</i>	<i>13,440</i>	
	Capul	1920	
	Catarman	1920	
	Silvino Lobos	1920	
	Mapanas	1920	
	Gamay	1920	
	San Antonio	1920	
	San Vicente	1920	
	<i>Samar (Western Samar)</i>	<i>21,856</i>	
	Samar (Western Samar)	2656	
	Basey	1920	
	Talalora	1920	
	Villareal	1920	
	Calbiga	1920	
	Tagapul-An	1920	
	Matuguinao	1920	
	Paranas	1920	
	Sto. Nino	1920	
	Daram	1920	
	Hinabangan	1920	
	Region IX		

<i>Zamboanga del Norte</i>	<i>27,616</i>	
Siayan	2656	
Godod	1920	
Mutia	1920	
Sergio Osmena	1920	
Jose Dalman	1920	
Katipunan	1920	
La Libertad	1920	
Pres. Manuel Roxas	1920	
Polanco	1920	
Rizal	1920	
Pinan	1920	
Sibutad	1920	
Dipolog City	1920	
Dapitan City	1920	
<i>Zamboanga del Sur</i>	<i>32,192</i>	
Dimataling	1920	
Dumalinao	1920	
Dumingag	1920	
Josefina	1920	
Labangan	1920	
Lakewood	1920	
Midsalip	1920	
Pagadian City	3392	
Pitogo	1920	
Ramon Magsaysay	1920	
San Pablo	1920	
Sominot	1920	
Tabina	1920	
Tambulig	1920	
Tigbao	1920	
Tukuran	1920	
<i>Zamboanga Sibugay</i>	<i>9,588</i>	
Mabuhay	1200	
Imelda	1674	
Diplahan	3312	
Olutanga	3402	
<i>Zamboanga City</i>	<i>6,300</i>	
<i>Isabela City</i>	<i>1566</i>	
Region X		
<i>Lanao del Norte</i>	<i>20,700</i>	
Bacolod	1440	
Baloi	2520	
Baroy	2160	
Kapatagan	1440	
Lala	2520	
Magsaysay	1440	
Maigo	1080	
Salvador	3600	
Sapad	1440	
Tubod	3060	
Region XI		
<i>Davao Occidental</i>	<i>2,822</i>	
Sarangani	2822	
Region XII		
<i>North Cotabato</i>	<i>25,344</i>	
Carmen	2656	
Kidapawan	3392	
Alamada*	3392	
Antipas	1920	

	<table><tr><td>Makilala</td><td>2656</td></tr><tr><td>Pres. Roxas</td><td>1920</td></tr><tr><td>Tulunán</td><td>1920</td></tr><tr><td>Libungan</td><td>1920</td></tr><tr><td>Aleosán</td><td>1920</td></tr><tr><td>Midsayap</td><td>1824</td></tr><tr><td>Arakan</td><td>1824</td></tr><tr><td><i>Sultan Kudarat</i></td><td><i>11,520</i></td></tr><tr><td>Tacurong</td><td>1920</td></tr><tr><td>Lutayan</td><td>1920</td></tr><tr><td>Senator Ninoy Aquino</td><td>1920</td></tr><tr><td>Isulan</td><td>1920</td></tr><tr><td>Bagumbayan</td><td>1920</td></tr><tr><td>Lambayong</td><td>1920</td></tr><tr><td>CAR</td><td></td></tr><tr><td><i>Abra</i></td><td><i>7,410</i></td></tr><tr><td>Bucay</td><td>2550</td></tr><tr><td>San Juan</td><td>1230</td></tr><tr><td>Tayum</td><td>1200</td></tr><tr><td>Bangued</td><td>1710</td></tr><tr><td>Pilar</td><td>720</td></tr><tr><td>Total Quantity</td><td>488,682</td></tr></table> <p>Distribution List (please see attached)</p> <p>DELIVERY SCHEDULE: One-time delivery in municipalities/cities in various provinces per attached distribution list. Delivery dates to be identified by the NNC</p> <p>Production Schedule: 20 days from receipt of NTP with Conforme.</p> <p>Delivery to Consignees: 25 days from receipt of Certificate of Inspection and Acceptance Report</p> <p>TERMS OF PAYMENT Payment upon submission of Billing Invoice, Delivery Receipt, Inventory Transfer Report (ITR) and Delivery and Confirmation Receipt (DCR) duly signed by the consignees.</p> <p>Approved Budget for the Contract (ABC) – Php 4,398,138.00</p>	Makilala	2656	Pres. Roxas	1920	Tulunán	1920	Libungan	1920	Aleosán	1920	Midsayap	1824	Arakan	1824	<i>Sultan Kudarat</i>	<i>11,520</i>	Tacurong	1920	Lutayan	1920	Senator Ninoy Aquino	1920	Isulan	1920	Bagumbayan	1920	Lambayong	1920	CAR		<i>Abra</i>	<i>7,410</i>	Bucay	2550	San Juan	1230	Tayum	1200	Bangued	1710	Pilar	720	Total Quantity	488,682	
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Total Quantity	488,682																																													
Lot 3	<p>Supply and Delivery of Instant Complementary Powder (Chocolate) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR</p> <p>SPECIFICATIONS: 493,498 pieces Instant Complementary Powder (Chocolate flavor), a nutritious instant complementary food made of rice, mungo (mung beans), and malunggay (moringa)</p> <ul style="list-style-type: none">At least 20 g per pack with at least 16 g carbohydrates, 1 g protein and 73 kcal energy.Packed in boxes with 10 sachets each boxproduced by DOST-FNRI technology adopters within the region/province is preferredShelf life of at least 12 months or more upon receipt of end-user and with certificates 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>																																												

- With License to Operate and Certificate of Product Registration (CPR) from FDA
- Properly labelled in accordance with FDA regulations (to include manufacturing date and expiration date)
- 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 delivery in municipalities/cities in various provinces per attached distribution list.
- Contract duration: **45 days** (20 days production, 25 days delivery from the receipt of NTP)
- 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 III	
Nueva Ecija	27,488
Bongabon	4272
Laur	3936
General Natividad	3696
San Isidro	2072
Santa Rosa	5232
Pantabangan	648
Quezon	3888
Zaragoza	3744
Region IV-A	
Cavite	15,600
Trece Martires City	1560
Imus City	1560
Ternate	1560
Naic	1560
Tanza	1560
Indang	1560
Maragondon	1560
Mendez	1560
Noveleta	1560
General Emilio Aguinaldo	1560
Quezon	37,200
Sariaya	6000
Candelaria	4800
Real	2400
Mulanay	2400
Pagbilao	1200
Calauag	2400
Buenavista	2400
Tayabas City	3600
Lucban	2400
Mauban	2400
General Luna	1200
Atimonan	3600
Dolores	2400
Region V	
Camarines Sur	87,600

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.]

	Calabanga	12768	
	Baao	8832	
	Balatan	9720	
	Goa	9528	
	Pasacao	8136	
	Tinambac	7008	
	Libmanan	8784	
	Nabua	5616	
	Bato	5376	
	Pamplona	6144	
	Bula	5688	
	Masbate	39,600	
	Aroroy	6000	
	Masbate City	6000	
	Uson	6000	
	Milagros	3600	
	Mobo	3600	
	Placer	3600	
	Mandaon	3600	
	Baleno	2400	
	Batuan	2400	
	Cawayan	2400	
	Region VI		
	Iloilo	180	
	Calinog	60	
	Guimbal	60	
	Passi City	60	
	Negros Occidental	120	
	San Carlos City	60	
	Victorias City	60	
	Region VII		
	Bohol	24,180	
	Bien Unido	1860	
	Danao	1860	
	Guindulman	1860	
	Pilar	1860	
	Lila	1860	
	Sikatuna	1860	
	Alburquerque	1860	
	Panglao	1860	
	Baclayon	1860	
	Buenavista	1860	
	Corella	1860	
	G. Hernandez	1860	
	Tubigon	1860	
	Cebu	26,280	
	Pilar	1860	
	Samboan	1860	
	Santander	1860	
	Alegria	1860	
	Aloguinsan	1860	
	Barili	1860	
	Boljoon	1860	
	Ginatilan	1860	
	Oslob	1860	
	Pinamungahan	1860	
	Sibonga	1860	
	Alcoy	1860	
	Carmen	1500	
	Catmon	600	

	Cordova	1860	
	<i>Negros Oriental</i>	3,720	
	Bais City	1860	
	Pamplona	1860	
	Region VIII		
	<i>Eastern Samar</i>	9,360	
	Dolores	1560	
	Balangiga	1560	
	Can-Avid	1560	
	Llorente	1560	
	Borongan City	1560	
	Lawaan	1560	
	<i>Leyte</i>	41,834	
	Barugo	2756	
	Jaro	2756	
	Julita	2158	
	Tabontabon	2158	
	Tolosa	2756	
	Tunga	1560	
	Dagami	2756	
	Lapaz	2158	
	Mac Arthur	2158	
	Mayorga	2158	
	Pastrana	2158	
	San Miguel	2158	
	Santa Fe	2158	
	Abuyog	2756	
	Javier	2756	
	Palompon	2756	
	Merida	2158	
	Kananga	1560	
	<i>Northern Samar</i>	10,920	
	Capul	1560	
	Catarman	1560	
	Silvino Lobos	1560	
	Mapanas	1560	
	Gamay	1560	
	San Antonio	1560	
	San Vicente	1560	
	<i>Samar (Western Samar)</i>	17,758	
	Samar (Western Samar)	2158	
	Basey	1560	
	Talalora	1560	
	Villareal	1560	
	Calbiga	1560	
	Tagapul-An	1560	
	Matuguinao	1560	
	Paranas	1560	
	Sto. Nino	1560	
	Daram	1560	
	Hinabangan	1560	
	Region IX		
	<i>Zamboanga del Norte</i>	22,438	
	Siayan	2158	
	Godod	1560	
	Mutia	1560	
	Sergio Osmena	1560	
	Jose Dalman	1560	
	Katipunan	1560	
	La Libertad	1560	

Pres. Manuel Roxas	1560
Polanco	1560
Rizal	1560
Pinan	1560
Sibutad	1560
Dipolog City	1560
Dapitan City	1560
Zamboanga del Sur	26,156
Dimataling	1560
Dumalinao	1560
Dumingag	1560
Josefina	1560
Labangan	1560
Lakewood	1560
Midsalip	1560
Pagadian City	2756
Pitogo	1560
Ramon Magsaysay	1560
San Pablo	1560
Sominot	1560
Tabina	1560
Tambulig	1560
Tigbao	1560
Tukuran	1560
Zamboanga Sibugay	12,744
Mabuhay	1560
Imelda	2232
Diplahan	4416
Olutanga	4536
Zamboanga City	8,400
Isabela City	6,240
Region X	
Lanao del Norte	27,600
Bacolod	1920
Baloi	3360
Baroy	2880
Kapatagan	1920
Lala	3360
Magsaysay	1920
Maigo	1440
Salvador	4800
Sapad	1920
Tubod	4080
Region XI	
Davao Occidental	1,826
Sarangani	1826
Region XII	
North Cotabato	20,592
Carmen	2158
Kidapawan	2756
Alamada*	2756
Antipas	1560
Makilala	2158
Pres. Roxas	1560
Tulun	1560
Libungan	1560
Aleos	1560
Midsayap	1482
Arakan	1482
Sultan Kudarat	9,360

	<table><tr><td>Tacurong</td><td>1560</td></tr><tr><td>Lutayan</td><td>1560</td></tr><tr><td>Senator Ninoy Aquino</td><td>1560</td></tr><tr><td>Isulan</td><td>1560</td></tr><tr><td>Bagumbayan</td><td>1560</td></tr><tr><td>Lambayong</td><td>1560</td></tr><tr><td>CAR</td><td></td></tr><tr><td><i>Abra</i></td><td><i>16,302</i></td></tr><tr><td>Bucay</td><td>5610</td></tr><tr><td>San Juan</td><td>2706</td></tr><tr><td>Tayum</td><td>2640</td></tr><tr><td>Bangued</td><td>3762</td></tr><tr><td>Pilar</td><td>1584</td></tr><tr><td>Total Quantity</td><td>493,498</td></tr></table> <p>Distribution List (please see attached)</p> <p>DELIVERY SCHEDULE: One-time delivery in municipalities/cities in various provinces per attached distribution list. Delivery dates to be identified by the NNC</p> <p>Production Schedule: 20 days</p> <p>Delivery to Consignees: 25 days from receipt of Certificate of Inspection and Acceptance Report</p> <p>TERMS OF PAYMENT: Payment upon submission of Billing Invoice, Delivery Receipt, Inventory Transfer Report (ITR) and Delivery and Confirmation Receipt (DCR) duly signed by the consignees.</p> <p>Approved Budget for the Contract (ABC) – Php 4,441,482.00</p>	Tacurong	1560	Lutayan	1560	Senator Ninoy Aquino	1560	Isulan	1560	Bagumbayan	1560	Lambayong	1560	CAR		<i>Abra</i>	<i>16,302</i>	Bucay	5610	San Juan	2706	Tayum	2640	Bangued	3762	Pilar	1584	Total Quantity	493,498	
Tacurong	1560																													
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Tayum	2640																													
Bangued	3762																													
Pilar	1584																													
Total Quantity	493,498																													
Lot 4	<p>Supply and Delivery of Instant Complementary Powder (Ube) for the Dietary Supplementation Program in Selected Municipalities of Regions 3, 4A, 5, 6, 7, 8, 9, 10, 11, 12, and CAR</p> <p>SPECIFICATIONS: 163,088 pieces Instant Complementary Powder (Ube flavor), a nutritious instant complementary food made of rice, mungo (mung beans), and malunggay (moringa)</p> <ul style="list-style-type: none">• At least 20 g per pack with at least 16 g carbohydrates, 1 g protein and 73 kcal energy.• Packed in boxes with 10 sachets each box• Produced by DOST-FNRI technology adopters within the region/province is preferred• Shelf life of at least 12 months or more upon receipt of end-user and with certificates of shelf- life/shelf-life declaration• With License to Operate and Certificate of Product Registration (CPR) from FDA• Properly labelled in accordance with FDA regulations (to include manufacturing date and expiration date)• With written instructions on use in every pack• With technical product specifications on the formulation and packaging standards, sensory properties, ingredients, storage conditions, etc.	<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</i></p>																												

- With technical documents on proper handling and storage conditions
- One-time delivery in municipalities/cities in various provinces per attached distribution list.
- Contract duration: **45 days** (20 days production, 25 days delivery from the receipt of NTP)
- 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 III	
<i>Nueva Ecija</i>	<i>4,828</i>
Bongabon	712
Laur	656
General Natividad	616
San Isidro	592
Santa Rosa	872
Pantabangan	108
Quezon	648
Zaragoza	624
Region IV-A	
<i>Cavite</i>	<i>6,000</i>
Trece Martires City	600
Imus City	600
Ternate	600
Naic	600
Tanza	600
Indang	600
Maragondon	600
Mendez	600
Noveleta	600
General Emilio Aguinaldo	600
<i>Quezon</i>	<i>6,200</i>
Sariaya	1000
Candelaria	800
Real	400
Mulanay	400
Pagbilao	200
Calauag	400
Buenavista	400
Tayabas City	600
Lucban	400
Mauban	400
General Luna	200
Atimonan	600
Dolores	400
Region V	
<i>Camarines Sur</i>	<i>14,600</i>
Calabanga	2128
Baao	1472
Balatan	1620
Goa	1588
Pasacao	1356
Tinambac	1168
Libmanan	1464
Nabua	936

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	896	
	Pamplona	1024	
	Bula	948	
	Masbate	6,600	
	Aroroy	1000	
	Masbate City	1000	
	Uson	1000	
	Milagros	600	
	Mobo	600	
	Placer	600	
	Mandaon	600	
	Baleno	400	
	Batuan	400	
	Cawayan	400	
	Region VI		
	Iloilo	180	
	Calinog	60	
	Guimbal	60	
	Passi City	60	
	Negros Occidental	120	
	San Carlos City	60	
	Victorias City	60	
	Region VII		
	Bohol	21,060	
	Bien Unido	1620	
	Danao	1620	
	Guindulman	1620	
	Pilar	1620	
	Lila	1620	
	Sikatuna	1620	
	Alburquerque	1620	
	Panglao	1620	
	Baclayon	1620	
	Buenavista	1620	
	Corella	1620	
	G. Hernandez	1620	
	Tubigon	1620	
	Cebu	21,720	
	Pilar	1620	
	Samboan	1620	
	Santander	1620	
	Alegria	1620	
	Aloguinsan	1620	
	Barili	1620	
	Boljoon	1620	
	Ginatilan	1620	
	Oslob	1620	
	Pinamungahan	1620	
	Sibonga	1620	
	Alcoy	1620	
	Carmen	660	
	Cordova	1620	
	Negros Oriental	3,240	
	Bais City	1620	
	Pamplona	1620	
	Region VIII		
	Eastern Samar	3,600	
	Dolores	600	
	Balangiga	600	
	Can-Avid	600	

	Llorente	600	
	Borongan City	600	
	Lawaan	600	
	Leyte	16,090	
	Barugo	1060	
	Jaro	1060	
	Julita	830	
	Tabontabon	830	
	Tolosa	1060	
	Tunga	600	
	Dagami	1060	
	Lapaz	830	
	Mac Arthur	830	
	Mayorga	830	
	Pastrana	830	
	San Miguel	830	
	Santa Fe	830	
	Abuyog	1060	
	Javier	1060	
	Palompon	1060	
	Merida	830	
	Kananga	600	
	Northern Samar	4,200	
	Capul	600	
	Catarman	600	
	Silvino Lobos	600	
	Mapanas	600	
	Gamay	600	
	San Antonio	600	
	San Vicente	600	
	Samar (Western Samar)	6,830	
	Samar (Western Samar)	830	
	Basey	600	
	Talalora	600	
	Villareal	600	
	Calbiga	600	
	Tagapul-An	600	
	Matuguinao	600	
	Paranas	600	
	Sto. Nino	600	
	Daram	600	
	Hinabangan	600	
	Region IX		
	Zamboanga del Norte	8,630	
	Siayan	830	
	Godod	600	
	Mutia	600	
	Sergio Osmena	600	
	Jose Dalman	600	
	Katipunan	600	
	La Libertad	600	
	Pres. Manuel Roxas	600	
	Polanco	600	
	Rizal	600	
	Pinan	600	
	Sibutad	600	
	Dipolog City	600	
	Dapitan City	600	
	Zamboanga del Sur	10,060	
	Dimataling	600	

	Dumalinao	600	
	Dumingag	600	
	Josefina	600	
	Labangan	600	
	Lakewood	600	
	Midsalip	600	
	Pagadian City	1060	
	Pitogo	600	
	Ramon Magsaysay	600	
	San Pablo	600	
	Sominot	600	
	Tabina	600	
	Tambulig	600	
	Tigbao	600	
	Tukuran	600	
	Zamboanga Sibugay	2,164	
	Mabuhay	300	
	Imelda	372	
	Diplahan	736	
	Olutanga	756	
	Zamboanga City	1,400	
	Isabela City	1,040	
	Region X		
	Lanao del Norte	4,600	
	Bacolod	320	
	Baloi	560	
	Baroy	480	
	Kapatagan	320	
	Lala	560	
	Magsaysay	320	
	Maigo	240	
	Salvador	800	
	Sapad	320	
	Tubod	680	
	Region XI		
	Davao Occidental	996	
	Sarangani	996	
	Region XII		
	North Cotabato	7,920	
	Carmen	830	
	Kidapawan	1060	
	Alamada*	1060	
	Antipas	600	
	Makilala	830	
	Pres. Roxas	600	
	Tulunang	600	
	Libungan	600	
	Aleosang	600	
	Midsayap	570	
	Arakan	570	
	Sultan Kudarat	3,600	
	Tacurong	600	
	Lutayan	600	
	Senator Ninoy Aquino	600	
	Isulan	600	
	Bagumbayan	600	
	Lambayong	600	
	CAR		
	Abra	7,410	

Bucay	2550
San Juan	1230
Tayum	1200
Bangued	1710
Pilar	720
Total Quantity	163,088
<p>Distribution List (please see attached)</p> <p>DELIVERY SCHEDULE: One-time delivery in municipalities/cities in various provinces per attached distribution list. Delivery dates to be identified by the NNC</p> <p>Production Schedule: 20 days from receipt of NTP with Conforme.</p> <p>Delivery to Consignees: 25 days from receipt of Certificate of Inspection and Acceptance Report</p> <p>TERMS OF PAYMENT Payment upon submission of Billing Invoice, Delivery Receipt, Inventory Transfer Report (ITR) and Delivery and Confirmation Receipt (DCR) duly signed by the consignees.</p> <p>Approved Budget for the Contract (ABC) – Php 1,467,792.00</p>	

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);

No Need Submit the following:

- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) 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) Sample products

Financial Documents

- ☐ (m) 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**
- ☐ (n) 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

- ☐ (o) 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

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

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

- ☐ (r) *[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.
- ☐ (s) 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

