

# **PHILIPPINE BIDDING DOCUMENTS**

## **Re-Invitation : Procurement of Catering Services of the Various Trainings for Teachers and Teaching-Related Personnel at NEAP -R1 -Lot 1**

**Bid Reference No. 2024-08-24**

**Government of the Republic of the Philippines**



**Human Resource Development Division  
(HRDD)**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

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

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

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

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





**Republic of the Philippines**  
**Department of Education**  
 REGION I

**RE-INVITATION TO BID FOR**  
**Procurement of Catering Services of the Various Trainings for Teachers and Teaching**  
**Related Personnel at NEAP-R1-Lot 1**  
**Bid Reference No. 2024-08-24**

1. The Department of Education Regional Office I, City of San Fernando, La Union, through the GAA FY 2024 intends to apply the sum of **One Million Three Hundred Sixty- Eight Thousand Pesos (₱1,368,000.00)** Pesos being ABC to payments under the contracts for the **Procurement of Catering Services of Various Trainings for Teachers and Teaching Related Personnel at NEAP-R1-Lot 1**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

| Description  | Title of Activity  | Approved Budget for the Contract (ABC) | Date of Activity    | Amount of Bid Documents (in Php) |
|--|--|--|---------------------|----------------------------------|
| <b>Re -Invitation Procurement of Catering Services of the Various Trainings for Teachers and Teaching Related Personnel at NEAP-R1 Lot 1</b> | Regional Training of Trainers on Higher Order Thinking Skills- Professional Learning Packages (HOTS-PLPs) Science Grade 9 to 10 Teachers     | 360,000.00                             | October 14-18, 2024 | 2,500.00                         |
|  | Regional Training of Trainers on Higher Order Thinking Skills- Professional Learning Packages (HOTS-PLPs) Mathematics Grade 9 to 10 Teachers | 360,000.00                             | October 21-25, 2024 |                                  |
|  | Review of Training Resource Materials  | 144,000.00                             | October 28-31, 2024 |                                  |
|  | Regional Training of Trainers on   | 360,000.00                             | November 4-8, 2024  |                                  |

|              |  |                        |                      |                 |
|--------------|--|------------------------|----------------------|-----------------|
|              | Higher Order Thinking Skills-Professional Learning Packages (HOTS-PLPs) English Grade 9 to 10 Teachers |                        |                      |                 |
|              | Finalization of Training resource Materials  | 144,000.00             | November 18-21, 2024 |                 |
| <b>TOTAL</b> |  | <b>Php1,368,000.00</b> |                      | <b>2,500.00</b> |

2. The **Department of Education Regional Office I, City of San Fernando, La Union** now invites bids for the above Procurement Project. Delivery of the Goods is required by **October 14-18, 2024, October 21-25, 2024, October 28-31, 2024, November 4-8, 2024 and November 18-21, 2024.**
3. Bidders should have completed, within **five 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).
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
5. Prospective Bidders may obtain further information from **Department of Education Regional Office I, City of San Fernando, La Union**, and inspect the Bidding Documents at the address given below during **office hours**.
6. A complete set of Bidding Documents may be acquired by interested Bidders on **August 9 to August 28, 2024** from the given address and website. The prospective bidders shall pay the applicable fees **in person at the Cash Unit or electronically through the DepEd RO-1 Remittance and other Funds with Land Bank Account Number 0202-0256-41. The Deposit should be scanned and emailed to bac.region1@deped.gov.ph.**
7. The **Department of Education Regional Office I, City of San Fernando, La Union** will hold a **Pre-Bid Conference on August 16, 2024 at 1:00 in the afternoon** at its **Executive Conference Room, Department of Education Regional Office I, City of San Fernando La Union** and/or through video conferencing through **GOOGLE MEET** which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the **Executive Conference Hall, DepEd Regional Office I, City of San Fernando La Union** on or before **August 28, 2024 at 8:00 in the morning**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

10. Bid opening shall be on **August 28, 2024 at 8:00 in the morning** at the **Executive Conference Hall, DepEd Regional Office I, City of San Fernando, La Union**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity or online through a link that will be provided upon request.
11. The **Department of Education Regional Office I, City of San Fernando, La Union** 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:  
  
DARIUS C. NIETO  
Head, BAC Secretariat  
DepEd Regional Office I, City of San Fernando, La Union  
bac.region1@deped.gov.ph  
072-682-23-24 local 108 or 114
13. You may visit the following websites:

For downloading of Bidding Documents: *depedrol.com*

**(SGD.) RHODA T. RAZON**

BAC, Chairperson

BAC/mpl/rel/Invitation to Bid\_variuos catering services at-NEAP

August 8, 2024

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## 1. Scope of Bid

The Procuring Entity, **Department of Education Regional Office I, City of San Fernando, La Union** wishes to receive Bids for the **Re- invitation: Procurement of Catering Services of the Various Trainings for Teachers and Teaching Related Personnel at NEAP-R1- Lot 1** with Bid Reference No. **2024-08-24**.

The Procurement Project (referred to herein as “Project”) is composed of **5 items**, 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 FY 2023 in the amount of **One Million Three Hundred Sixty-Eight Thousand Pesos (₱1,368,000.00)**.

2.2. The source of funding is **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 limited to those allowed under the rules may participate in this Project
- 5.3 Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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 Procuring Entity has prescribed that: **Subcontracting is not allowed.**

## **8. Pre-Bid Conference**

The Procuring Entity will hold a **Pre-Bid Conference** on **August 16, 2024, 1:00 in the afternoon** at **Executive Conference Room, Department of Education Regional Office I, City of San Fernando La Union** and/or through video conferencing through **GOOGLE MEET** 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 **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the

equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **13. Bid and Payment Currencies**

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

- a. Payment of the contract price shall be made in **Philippine Pesos**.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **December 25, 2024**. 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**.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as **One Project having several items which shall be awarded as one contract**.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting

the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

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

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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

# Bid Data Sheet

| ITB Clause |   |
|------------|---|
| 5.3        | <p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. <b>Procurement of Catering Services</b></li> <li>b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids</li> <li>c. Completed a single contract that is similar to the project, equivalent to at least 50% of the ABC.</li> </ol>   |
| 7.1        | <b>Subcontracting is not allowed.</b>   |
| 9          | <p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</p> <p>For purposes of this Clause the Procuring Entity's Representative and address is as follows:</p> <p>RHODA T. RAZON<br/>           Chairperson, Bids and Awards Committee<br/>           Department of Education<br/>           Regional Office I<br/>           Flores St., Catbangan, City of San Fernando, La Union</p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PHILGEPS and the procuring entity's website of any supplemental/bid bulletin shall be deemed sufficient notice to all bidders or parties considered</p> |
| 12         | The price of the Goods shall be quoted DDP to the <b>Department of Education Regional Office I, City of San Fernando, La Union</b> for this Project.  |
| 14.1       | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>two percent (2%) of ABC</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>five percent (5%) of ABC</b>, if bid security is in Surety Bond.</li> </ol>   |
| 15         | <p>Prospective bidders shall enclose their original eligibility and technical documents in a <b>sealed envelope</b> marked as <b>ORIGINAL – TECHNICAL PROPOSAL</b>. Copies thereof shall be similarly sealed in envelopes marked as <b>COPY 1 – TECHNICAL PROPOSAL, COPY 2 – TECHNICAL PROPOSAL and COPY 3- TECHNICAL PROPOSAL</b>. The said envelopes containing <b>original</b> and <b>the copies</b> shall then be enclosed in one single envelope marked as <b>TECHNICAL PROPOSAL</b>. On the other hand the original of their</p>  |

|      |   |
|------|---|
|      | <p>financial documents shall be enclosed in <b>another sealed envelope</b> marked as <b>ORIGINAL – FINANCIAL PROPOSAL</b>. Copies thereof shall be similarly sealed in envelopes marked as <b>COPY 1 – FINANCIAL PROPOSAL</b>, <b>COPY 2 – FINANCIAL PROPOSAL</b> and <b>COPY 3 -FINANCIAL PROPOSAL</b>. The said envelopes containing the original and the copies shall then be enclosed in one single envelope marked as <b>FINANCIAL PROPOSAL</b>. Further, the envelopes marked as <b>TECHNICAL PROPOSAL</b> and <b>FINANCIAL PROPOSAL</b> shall be enclosed and/or sealed in an outer envelope marked as <b>MOTHER ENVELOPE</b>.</p> <p>In lieu of the Class “A” Eligibility Legal Documents, such as the SEC, DTI, or the CDA registration certificate and the Mayor’s Permit, the Bidder shall only submit a valid and updated PhilGEPS Certificate of Platinum Registration and Membership for purpose of determining eligibility. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative (s) for validation.</p> <p>To facilitate the receipt and classification of envelopes and the subsequent evaluation of the bid proposals, the <b>MOTHER ENVELOPE</b> shall be <b>RED</b>, the inner envelope containing the <b>TECHNICAL PROPOSAL</b> shall be <b>BLUE</b> and the inner envelope containing the <b>FINANCIAL PROPOSAL</b> shall be <b>GREEN</b>. The divider tabs for the table of contents and each part in the checklist shall be <b>LIGHT GREEN</b>.</p> <p><b>Unsealed or unmarked bid envelopes shall be <u>rejected</u>. However, bid envelopes that are not properly sealed and marked, as required in the Bid Docs, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</b></p> <p><b>ONLINE SUBMISSION OF BIDS IS NOT ALLOWED.</b></p> |
| 19.4 | The Project shall be awarded as: <b>One Project having several items that shall be awarded as one contract.</b>   |
| 20.1 | <p>For purposes of post-qualification, the following shall be required:</p> <p>Within a non-extendible period of <b>five (5) calendar days</b> from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following requirements:</p> <ol style="list-style-type: none"> <li>1. Latest income and business tax returns: Printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from the authorized agent bank;</li> </ol> <p><b>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</b></p> <p><b>NOTE: The latest income and business tax returns are those within the last</b></p>  |

**six months preceding the date of bid submission.**

During post-qualification, upon demand by the BAC or its representative(s), the bidder with the lowest calculated bid (LCB) shall be able to present/submit:

- a. Documents to verify or support its Statement of all on-going government and private contracts such as Notice of Award and/or Contract, Notice to Proceed issued by the owner, Certificate of Accomplishment signed by the owner;
- b. For validation purposes, original copy Class A Eligibility Documents
- c. In addition to the required documents to be submitted, the BAC through TWG is mandated to conduct Site Inspection and Free Taste Test as specified in General Conditions Item No. 4 and SCC item no. 4.

During Post Qualification, compliance of the goods offered with the requirements specified in this Bidding Document shall be determined including the following:

1. **Consistent with Section 34.3, b.ii, item a of the IRR of RA 9184**, verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder for use in the contract under bidding, as well as checking the performance of the bidder in its on-going government and private contracts, if any of these on-going contract shows:
  - a. Negative slippage of at least fifteen percent (15%) in any one project or a negative slippage of at least ten percent (10%) in each of two or more contracts;
2. **Consistent with Section 34.3, b.iii, item a to c of the IRR of RA 9184**, verification and/or inspection and testing of the goods/products, aftersales and/or maintenance capabilities, in applicable cases, as well as checking the following:
  - a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its on-going government and private contracts;
  - b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by the Procuring Entity pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or
  - c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection

If the BAC verifies any of these deficiencies to be due to the bidder's fault or negligence, the BAC shall disqualify the bidder from the award, for the Procurement of Goods.

Failure to submit the above requirements within the required timeframe or a finding against the veracity of any such documents or other documents

|      |   |
|------|---|
|      | submitted for the Project shall be a ground for disqualification of the bidder for the award and the enforcement of the bid securing declaration. |
| 21.1 | No further instructions   |

## ***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 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><b>Delivery and Documents</b><br/>           Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p style="text-align: center;">For purposes of this Clause the Procuring Entity’s Representatives at the Project Site are <b>Marc Melony Cavinta and Dinah C. Bonaio</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p style="padding-left: 40px;">a. performance or supervision of on-site assembly and/or start-up of the supplied Goods</p> |
| 2.2        | Partial payment is not allowed.   |
| 4          | The inspections and tests that will be conducted shall be ocular inspection of bidder’s workplace/kitchen and the food taste test. Bidders must pass the food taste test with an average score of eighty (80%) percent.   |

## *Section VI. Schedule of Requirements*

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

|   |                         |                   |                        |
|---|-------------------------|-------------------|------------------------|
| <b>Activity: Regional Training of Trainers on Higher Order Thinking Skills-Professional Learning Packages (HOTS-PLPs) Science Grade 9 to 10 Teachers</b><br><b>Date of Activity: October 14-18, 2024</b><br><b>Quantity: 80 pax</b> |                         |                   |                        |
| Date of Arrival   | First Meal to be served | Date of Departure | Last Meal to be served |
| October 13, 2024  | Dinner                  | October 18, 2024  | PM Snack               |

|   |                         |                   |                        |
|---|-------------------------|-------------------|------------------------|
| <b>Activity: Regional Training of Trainers on Higher Order Thinking Skills-Professional Learning Packages (HOTS-PLPs) Mathematics Grade 9 to 10 Teachers</b><br><b>Date of Activity: October 21-25, 2024</b><br><b>Quantity: 80 pax</b> |                         |                   |                        |
| Date of Arrival   | First Meal to be served | Date of Departure | Last Meal to be served |
| October 20, 2024  | Dinner                  | October 25, 2024  | PM Snack               |

|   |                         |                   |                        |
|---|-------------------------|-------------------|------------------------|
| <b>Activity: Review of Training Resource Materials</b><br><b>Date of Activity: October 28-31, 2024</b><br><b>Quantity: 40 pax</b> |                         |                   |                        |
| Date of Arrival   | First Meal to be served | Date of Departure | Last Meal to be served |
| October 27, 2024  | Dinner                  | October 31, 2024  | PM Snack               |

|  |                         |                   |                        |
|--|-------------------------|-------------------|------------------------|
| <b>Activity: Regional Training of Trainers on Higher Order Thinking Skills-Professional Learning Packages (HOTS-PLPs) English Grade 9 to 10 Teachers</b><br><b>Date of Activity: November 4-8, 2024</b><br><b>Quantity: 80 pax</b> |                         |                   |                        |
| Date of Arrival  | First Meal to be served | Date of Departure | Last Meal to be served |
| November 3, 2024   | Dinner                  | November 8, 2024  | PM Snack               |

|  |                         |                   |                        |
|--|-------------------------|-------------------|------------------------|
| <b>Activity: Finalization of Training Resource Materials</b><br><b>Date of Activity: November 18-21, 2024</b><br><b>Quantity: 40 pax</b> |                         |                   |                        |
| Date of Arrival  | First Meal to be served | Date of Departure | Last Meal to be served |
| November 17, 2024  | Dinner                  | November 21, 2024 | PM Snack               |

### **Statement of Compliance**

I/We have read and understood the requirements/scope of service/terms of reference and conditions stipulated herein and shall therefore comply with the conditions set forth in the Contract with respect to this Section VI. Schedule of Requirements, if our bid is considered for award.

\_\_\_\_\_  
Name 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.

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

# Technical Specifications

| Item | Specification | Statement of Compliance   |
|------|---------------|---|
|      |               | <p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p> |
|      |               |   |
|      |               |   |
|      |               |   |
|      |               |   |
|      |               |   |
|      |               |   |



| DESCRIPTION   | COMPLIANCE<br>(Pls. put check mark (/)<br>if the bidder commits to<br>comply |
|---|--|
| <b>MEALS</b>  |  |
| 1. Prospective bidders will propose a 5 cycle menu (breakfast, snacks, lunch, and dinner) to be approved by the end-user.   |  |
| 2. Full Meals: full buffet breakfast, plated morning snack, managed buffet lunch, plated afternoon snack, and managed buffet dinner.<br>Managed buffet meal services must include at least the following per service: steamed rice, three main dishes (chicken/pork/beef, fish, and vegetable), dessert (pastries, fresh fruits and/or other confectionery) and drinks (canned juice/bottled water) |  |
| 3. Nuts, candies, chocolates, chichiria to be served during afternoon sessions  |  |
| 4. A.M. and P.M. snacks with drinks (free-flowing coffee, tea, and purified/mineral water). Standby waiters, shall be available to ensure continuous service throughout the event   |  |
| 5. <b>First Meal: Dinner (Day 0)</b><br>Oct.13, 2024, Oct. 20, 2024 , October 27, 2024, Nov. 3, 2024 and November 17, 2024  |  |
| 6. <b>Last Meal: PM Snacks (Day 4) for Four days training</b><br>Oct. 31 and Nov. 21  |  |
| 7. <b>Last Meal: PM Snacks (Day 5) for Five days training</b><br>Oct.18, 2024, Oct. 25, 2024, Nov. 8, 2024,   |  |
| <b>MEALS AND SNACKS SCHEDULE</b>  |  |
| Breakfast – 6:00-8:00 am<br>AM Snack - 10:00-10:15 am<br>Lunch - 12:00-1:00 pm<br>PM Snack - 3:00-3:15 pm<br>Dinner - 6:00-8:00 pm  |  |
| Other Requirements<br>1. Maintaining cleanliness – function hall, dining area<br>2. Free flowing coffee/tea/chocolate area station<br>3. The use of plastic plates, cups and straws, or any styrofoam materials are prohibited.   |  |

**STATEMENT OF COMPLIANCE**

I hereby commit to provide the above specified requirements in compliance with the Technical Specification for the Project: the Re-Invitation: **Procurement of Catering Services of Various Trainings for Teachers and Teaching Related Personnel at NEAP-R1.**

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Name 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) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents (**Attachments: Certificate of End-users Acceptance or Official Receipt/s or Sales Invoice**); **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (**Attachment: Proposed Menu**); **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

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

### *Class “B” Documents*

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

## II. FINANCIAL COMPONENT ENVELOPE

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

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

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

# **BID DOCS ATTACHMENTS**

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

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

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

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

Note: This statement shall be supported with:

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

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

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

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

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

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

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

| a.Name of Contract<br>b.Location<br>c. Project Cost | a.Owner Name<br>b.Address<br>c. Telephone Nos. | Kinds of Goods/Services | a.Date of Contract<br>b.Date Received of NTP<br>c. Date completion | Contract Duration | Value of Outstanding Works /Uncompleted Portion |
|---|--|-------------------------|--|-------------------|---|
| <b><u>GOVERNMENT</u></b>                            |  |                         |  |                   |   |
|   |  |                         |  |                   |   |
|   |  |                         |  |                   |   |
| <b><u>PRIVATE</u></b>                               |  |                         |  |                   |   |
|   |  |                         |  |                   |   |

|            |
|------------|
| Total Cost |
|------------|

\*Continue in a separate sheet if necessary

**Note: This statement shall be supported with:**

1. Notice of Award and/or Contract
2. Notice to Proceed

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

\_\_\_\_\_

(Printed Name & Signature)

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

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

## **Bid Securing Declaration Form**

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Eligibility Form**

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

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

$$NFCC = (CA-CL) (15) - C$$

Where:

CA = Current Assets

CL = Current Liabilities

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

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

(Company **Authorized Representative**)

NAME :

DESIGNATION :

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

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**BID FORM**

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

| Name and address | Amount | Purpose of agent | Currency | Commission or gratuity |
|------------------|--------|------------------|----------|------------------------|
|------------------|--------|------------------|----------|------------------------|

|       |  |  |  |  |
|-------|--|--|--|--|
| _____ |  |  |  |  |
| _____ |  |  |  |  |
| _____ |  |  |  |  |

*(if none, state "None")*

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

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

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

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

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

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

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

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

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

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

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**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<br>(col 5 + 6 + 7 + 8) | Total Price delivered Final Destination<br>(col 9) x (col 4) |
|      |             |                   |          |                         |   |  |  |   |  |

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

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

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

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

**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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



## Performance Securing Declaration (Revised)

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

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

### PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

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

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

*[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]*

