

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF GOODS AND SERVICES

LOT 1 - PROVISION OF FOOD WITH VENUE AND ACCOMMODATION FOR MULTI-GRADE EDUCATION PROGRAM AND ADM IMPLEMENTERS INTERFACING CUM PROGRAM IMPLEMENTATION REVIEW

(Goods-2025-016-FVA- MGE/ADM)

LOT 2 – PROVISION OF FOOD AND VENUE RENTAL FOR THE TRAINING WORKSHOP ON CONTEXT AND PEDAGOGY FOR SNED CURRICULUM

(Goods-2025-020-SNED)

Government of the Republic of the Philippines

Sixth Edition
July 2020



Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR GOODS AND SERVICES

**LOT 1 - PROVISION OF FOOD WITH VENUE AND
ACCOMMODATION FOR MULTI-GRADE EDUCATION PROGRAM
AND ADM IMPLEMENTERS INTERFACING CUM PROGRAM
IMPLEMENTATION REVIEW – ABC P 558,040.00
(Goods-2025-016-FVA- MGE/ADM)**

**LOT 2 – PROVISION OF FOOD AND VENUE RENTAL FOR THE
TRAINING WORKSHOP ON CONTEXT AND PEDAGOGY
FOR SNED CURRICULUM – P 165,000.00
(Goods-2025-020-SNED)**

1. The **DepEd, SDO Biliran**, through FY 2024 & 2025 GAA intends to apply the sum of **Seven Hundred Twenty-Three Thousand Forty Pesos (P 723,040.00)**, being the total ABC to payments under the contract for the **LOT 1 - PROVISION OF FOOD WITH VENUE AND ACCOMMODATION FOR MULTI-GRADE EDUCATION PROGRAM AND ADM IMPLEMENTERS INTERFACING CUM PROGRAM IMPLEMENTATION REVIEW (Goods-2025-016-FVA-MGE/ADM)** with a total ABC of **P 558,040.00**; and **LOT 2 – PROVISION OF FOOD AND VENUE RENTAL FOR THE TRAINING WORKSHOP ON CONTEXT AND PEDAGOGY FOR SNED CURRICULUM** with An ABC of **P 165,000.00**. Bids received in excess of the ABC per lot shall be automatically rejected at bid opening.
2. The **DepEd, SDO Biliran** now invites bids for the above Procurement Project. Delivery of the Goods is required by the **date determined by the Procuring Entity/within FY 2025**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **DepEd, SDO Biliran** and inspect the Bidding Documents at the address given below during working hours from 8:00 AM to 5:00 PM, Mondays to Fridays except holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 1, 2025 to September 22, 2025 from 8:00 AM to 5:00 PM**,

Mondays to Fridays except holidays 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, in the amount of ***One Thousand Pesos (P 1,000.00)*** for Lot 1 and ***Five Hundred Pesos (P500.00)*** for Lot 2. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *personally or through any electronic means*.

Bidding documents with reference control number, may also be sent via email and be downloaded after presentation of Business Permit and Special Power of Attorney, if not the proprietor, and a copy of the deposit slip for payment of a nonrefundable fee for the bidding documents via email of BAC Secretariat (bac.biliran@deped.gov.ph). Payments may be deposited in Land Bank of the Philippines under the account name of **DepEd Biliran (Trust Fund)** with **Account No. 1212-1127-86** or by paying cash at the Cash Section of DepEd, SDO-Biliran, Larrazabal, Naval, Biliran.

6. The **DepEd, SDO Biliran** will hold a Pre-Bid Conference¹ on **September 9, 2025, 1:30 P.M** at the **Conference Hall, DepEd, SDO-Biliran, Larrazabal, Naval, Biliran**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **September 22, 2025, 8:30 A.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 **September 22, 2025, 9:00 A.M for Lot 1 and 9:30 AM for Lot 2** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Head of Procuring Entity of DepEd, SDO Biliran** 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.
11. For further information, please refer to:

DR. JOSEPHINE M. CASAS

BAC Secretariat Chairperson

Telephone No. (053)500-0037/09386770553/09667926880

12. You may visit the following websites:

August 29, 2025

(SGD)JOSE B. MONDIDO, EdD.

Chairperson, Bids and Awards Committee

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

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, DepEd, SDO Biliran wishes to receive Bids for the **LOT 1 - PROVISION OF FOOD WITH VENUE AND ACCOMMODATION FOR MULTI-GRADE EDUCATION PROGRAM AND ADM IMPLEMENTERS INTERFACING CUM PROGRAM IMPLEMENTATION REVIEW** with identification numbers [\(Goods-2025-016-FVA-MGE/ADM\)](#); and **LOT 2 - PROVISION OF FOOD AND VENUE RENTAL FOR THE TRAINING WORKSHOP ON CONTEXT AND PEDAGOGY FOR SNED CURRICULUM (Goods-2025-020-SNED)** with identification numbers [\(Goods-2025-020-SNED\)](#).

The Procurement Project (referred to herein as “Project”) is composed of three (3) lots, the details of which per lot are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2024 & 2025 GAA** in the total amount of **Seven Hundred Twenty-Three Thousand Forty Pesos (P 723,040.00)**

2.2. The source of funding is:

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

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies]* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **DepEd SDO Biliran Conference Room, Brgy. Larrazabal, Naval Biliran** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **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.
- 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 **120 CD**. 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

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.

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

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 Food, Venue and accommodation b. Provision of Food and Venue Rental c. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Not Applicable</i>
12	The price of the Goods shall be quoted DDP Biliran, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <u>P 11,160.00 for Lot 1 and P 3,300.00 for Lot 2</u> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>P 27,902.00 for Lot 1 and P 8,250.00 for Lot 2</u> if bid security is in Surety Bond.
19.3	<p>LOT 1 - PROVISION OF FOOD WITH VENUE AND ACCOMMODATION FOR MULTI-GRADE EDUCATION PROGRAM AND ADM IMPLEMENTERS INTERFACING CUM PROGRAM IMPLEMENTATUON REVIEW (Goods-2025-016-FVA-MGE/ADM)</p> <p>LOT 2 – PROVISION OF FOOD AND VENUE RENTAL FOR THE TRAINING WORKSHOP ON CONTEXT AND PEDAGOGY FOR SNED CURRICULUM (Goods-2025-020-SNED)</p> <p>LOT 1 - ABC P 558,040.00</p> <p>LOT 2 - ABC 558,040.00</p>
20.2	<i>Not Applicable.</i>
21.2	<i>Not Applicable</i>

Section IV. General 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. 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

Special Conditions of Contract

GCC Clause	
1	<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>“The delivery terms applicable to this Contract are delivered to _____. 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 are the proponents of each activity to be conducted/ Mr. Roy Basil Trinidad, Supply Officer.</p> <p>Incidental Services –</p> <p>Not Applicable.</p> <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>Transportation –</p>
	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>“The terms of payment shall be as follows:</p> <ol style="list-style-type: none"> 1. Partial payment may be allowed upon 50% completion; or. 2. One-time payment of the contract” 3. Through issuance of cheque or LDDAP, Land Bank of the Philippines
2.2	<p>The inspections and tests that will be conducted are: <i>Not applicable</i></p>
4	<p>Not applicable.</p>

Bidder's Witness

Bidder

Entity

Entity's Witness

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.

**LOT 1 - PROVISION OF FOOD WITH VENUE AND
ACCOMMODATION FOR MULTI-GRADE EDUCATION PROGRAM
AND ADM IMPLEMENTERS INTERFACING CUM PROGRAM
IMPLEMENTATION REVIEW – ABC P 558,040.00
(Goods-2025-016-FVA- MGE/ADM)**

1	Capacity Building for Teachers and School Heads on the Multi Grade Education Program	CLASS A - 37 pax (FULL B&L 14 PAX) CLASS B - 38 pax	TBA	NOVEMBER 4-8, 2025
2	Provision of Food, Accommodation and Venue for the Regional Alternative Delivery Mode(ADM) Implementers Interfacing- cum- Program Implementation Review	42 pax	TBA	november 18-22, 2025

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date

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.

**LOT 2 – PROVISION OF FOOD AND VENUE RENTAL FOR THE
TRAINING WORKSHOP ON CONTEXT AND PEDAGOGY
FOR SNED CURRICULUM – P 165,000.00
(Goods-2025-020-SNED)**

NO.	PARTICULARS	QUANTITY	LOCATION	PROPOSED DELIVERY DATES
1	Training Workshop on Content and Pedagogy for SNED Curriculum	100 PAX	TBA	OCTOBER 13-15, 2025

I hereby verify to comply with all the above requirements.

Signature over the printed name of the authorized representative

Company name

Date

Section VII. Technical Specifications

Technical Specifications

LOT 1 - PROVISION OF FOOD WITH VENUE AND CCOMMODATION FOR MULTI-GRADE EDUCATION PROGRAM AND ADM MPLEMENTERS INTERFACING CUM PROGRAM IMPLEMENTATION REVIEW – ABC P 558,040.00 (Goods-2025-016-FVA- MGE/ADM)

	PARTICULARS	QTY/UOM	ABC	LOCATION	DELIVERY PERIOD	COMPLIANCE ("COMPLY"/"NOT COMPLY")
1	Capacity Building for Teachers and School Heads on the Multi Grade Education Program	CLASS A - 37 pax (FULL B&L 14 PAX) CLASS B - 38 pax	306,040.00	TBA	NOVEMBER 4-8, 2025	
		Food & Venue: November 5-8, 2025				
	room	Training Venue : Class A			5	
		Required Conditions:				
		a. Airconditioned room/venue				
		b. With chairs and tables that can accommodate 41 participants per venue				
		c. With comfort rooms				
		d. With provision of tarpaulin bearing the training				
	room	Full board and lodging (Day1)			14	
		a. Airconditioned room				
		b. With comfort rooms				
	pax	Food Breakdown (Day 1)			14	
		AM Snacks:				
		Packed slice of cake (size: 3"x4"x2") and Del Monte juice in can				
		Lunch:				
		Rice, Seafood Sinigang, Chicken Adobo, Fish Fillet with Tartar Sauce, Eggplant Salad, Cassava cake dessert, banana fruits, & Bottled Softdrinks				
		PM Snacks:				
		cassava cake and canned del monte juice				
		Dinner:				
		Rice, Fish tinola, chicken lollipop, pork menudo, vegetable salad, muffins, apple & bottled softdrinks				
	room	Full board and lodging (Day2)			14	
		a. Airconditioned room				
		b. With comfort rooms				
	pax	Food Breakdown (Day 2)			14	
		Breakfast				
		Rice, egg, corned beef, fruits, & drinks				
		AM Snacks:				
		cheese beef burger and Del Monte juice in can				
		Lunch:				
		Rice, Chicken Nilaga, Beefsteak, Grilled Fish, Pork Bola Bola, Fresh Lumpia, banana fruits, & Bottled Softdrinks				
		PM Snacks:				
		chicken bam-i with slice bread and cucumber juice				
		Dinner:				
		Rice, chopsuey, fish tinola, pork adobo,vegetable salad, apple & canned Del Monte juice				
	room	Full board and lodging (Day3)			14	
		a. Airconditioned room				
		b. With comfort rooms				
	pax	Food Breakdown (Day 3)			14	

		Breakfast:		
		Fried Rice, hotdog, egg, fruits and drinks		
		AM Snacks:		
		binignit with canned del monte juice		
		Lunch:		
		Rice, ,Garlic Butter Sauteed Shrimp, Beef in creamy mushroom sauce, Sweet & sour Pork, Chicken Cordon Blue , stir fry vegetables, Fresh Fruits & Bottled Softdrinks		
		PM Snacks:		
		banana cue with canned del monte juice		
		Dinner:		
		Rice, Pork Sinigang, Chicken Afritada, Bam-i,Fresh vegetable lumpia, Fruit salad & Bottled Softdrinks		
	room	Full board and lodging (Day4)	14	
		a. Airconditioned room		
		b. With comfort rooms		
	pax	Food Breakdown (Day 4)		
		Breakfast		
		Rice, egg, dried fish, chicken ham,fruits, & drinks		
		AM Snacks:		
		suman ,sliced mango and hot chocolate		
		Lunch:		
		Rice, Sweet & spicy chicken, pork sinigang, Calamares, Beef in coconut curry, Fresh Lumpia, Fruit salad & Bottled Softdrinks		
		PM Snacks:		
		chicken carbonara with slice bread and lemon juice		
		Dinner:		
		Rice, nilagang baka, fish fillet with thousand island sauce, bicol express, vegetable lumpia, macaroni salad & bottled softdrinks		
		Food Breakdown (Day 5)		
		Breakfast	14	
	pax	Rice, corned beef, egg, banana, fruits		
		AM Snacks:		
		sliced buko pie and canned del monte juice	14	
	pax	Food Breakdown (Day 1)	23	
		AM Snacks:		
		Packed slice of cake (size: 3"x4"x2") and Del Monte juice in can		
		Lunch:		
		Rice, Seafood Sinigang, Chicken Adobo, Fish Fillet with Tartar Sauce, Eggplant Salad, Cassava cake dessert, banana fruits, & Bottled Softdrinks		
		PM Snacks:		
		cassava cake and canned del monte juice		
		Food Breakdown (Day 2)	23	
		AM Snacks:		
		cheese beef burger and Del Monte juice in can		
		Lunch:		
		Rice, Chicken Nilaga, Beefsteak, Grilled Fish, Pork Bola Bola, Fresh Lumpia, banana fruits, & Bottled Softdrinks		

		PM Snacks:			
		chicken bam-i with slice bread and cucumber juice			
	pax	Food Breakdown (Day 3)	23		
		AM Snacks:			
		binignit with canned del monte juice			
		Lunch:			
		Rice, ,Garlic Butter Sauteed Shrimp, Beef in creamy mushroom sauce, Sweet & sour Pork, Chicken Cordon Blue , stir fry vegetables, Fresh Fruits & Bottled Softdrinks			
		PM Snacks:			
	pax	banana cue with canned del monte juice	23		
		Food Breakdown (Day 4)			
		AM Snacks:			
		suman ,sliced mango and hot chocolate			
		Lunch:			
		Rice, Sweet & spicy chicken, pork sinigang, Calamares, Beef in coconut curry, Fresh Lumpia, Fruit salad & Bottled Softdrinks			
		PM Snacks:			
	pax	chicken carbonara with slice bread and lemon juice			
		Food Breakdown (Day 5)			
		AM Snacks:	23		
		sliced buko pie and canned del monte juice			
		Food and Venue Class B November 4-8, 2025			
	r oom	Training Venue : Class B	5		
		Required Conditions:			
		a. Airconditioned room/venue			
		b. With chairs and tables that can accommodate 41 participants per venue			
		c. With comfort rooms			
		d. With provision of tarpaulin bearing the training			
		Additional Requirements:			
		a. with free-flowing coffee and choco beverage			
	pax	Food Breakdown (Day 1)	38		
		AM Snacks:			
		Packed slice of cake (size: 3"x4"x2") and Del Monte juice in can			
		Lunch:			
		Rice, Seafood Sinigang, Chicken Adobo, Fish Fillet with Tartar Sauce, Eggplant Salad, Cassava cake dessert, banana fruits, & Bottled Softdrinks			
		PM Snacks:			
	pax	cassava cake and canned del monte juice	38		
		Food Breakdown (Day 2)			
		Breakfast			
		Rice, egg, corned beef, fruits, & drinks			
		AM Snacks:			
		cheese beef burger and Del Monte juice in can			
		Lunch:			
		Rice, Chicken Nilaga, Beefsteak, Grilled Fish, Pork Bola Bola, Fresh Lumpia, banana fruits, & Bottled Softdrinks			
		PM Snacks:			
	pax	chicken bam-i with slice bread and cucumber juice	38		
		Food Breakdown (Day 3)			
		AM Snacks:			
		binignit with canned del monte juice			
		Lunch:			
		Rice, ,Garlic Butter Sauteed Shrimp, Beef in creamy mushroom sauce, Sweet & sour Pork, Chicken Cordon Blue , stir fry vegetables, Fresh Fruits & Bottled Softdrinks			
		PM Snacks:			
	pax	banana cue with canned del monte juice	38		
		Food Breakdown (Day 4)			
		AM Snacks:			
		suman ,sliced mango and hot chocolate			
		Lunch:			
		Rice, Sweet & spicy chicken, pork sinigang, Calamares, Beef in coconut curry, Fresh Lumpia, Fruit salad & Bottled Softdrinks			
		PM Snacks:			
	pax	chicken pancit with slice bread and lemon juice			
		Food Breakdown (Day 5)			
		AM Snacks:	38		
		sliced buko pie and canned del monte juice			

2	Provision of Food, Accommodation and Venue for the Regional Alternative Delivery Mode (ADM) Implementers Interfacing-cum- Program Implementation Review	42 pax	252,000.00	TBA	NOVEMBER 18-22, 2025	
	pax	Day 0 (November 18, 2025)			42	
		Dinner: Rice, tinolang native chicken, Fried Fish, chopsuey and gulaman and assorted bottled soda drinks				
	pax	Day 1 (November 19, 2025)			42	
		AM snacks: lasagna w/bread and bottled iced tea				
		Lunch: Rice, sweet and sour fish, stir-fry vegetables, buttered chicken, fruits (mango) and assorted bottled soda drinks				
		PM snacks: 2pcs Suman balintawak and bottled water				
		Dinner: Rice, chicken cordon bleu, beef nilaga, stir fried vegetables, fruits (banana) and assorted soda drinks				
	pax	Day 2 (November 20, 2025)			42	
		AM snacks: Biko and Fresh buko juice				
		Lunch: Rice, bihon guisado, beef caldereta, grilled fish, fruits (apple) and assorted bottled soda drinks				
		PM snacks: Sliced cake and bottled water				
		Dinner: Rice, pork adobo, grilled fish w/atchar as side dish, chammy noodles and fruits (watermelon) and assorted softdrinks				
	pax	Day 3 (November 21, 2025)			42	
		Breakfast: Rice, pandesal, egg omelette, longganisa, dried dangit and fruits (banana)				
		AM snacks: cassava cake and canned four seasons juice				
		Lunch: Rice, beef and mushroom w/ mashed potato, chicken lollipop, chopsuey, mango bango and assorted soda drinks				
		PM snacks: 2pcs rice <i>linupak/nilusak</i> and bottled water				
		Inclusions: Venue rental and accommodation				
		Terms and Conditions: Food: Buffet breakfast, lunch and dinner. Provide free flowing water, coffee, milo, tea, sugar and creamer throughout the duration of the activity. Venue: Function room can accommodate 50 persons. It should be fully airconditioned and flexible for group activities with available working tables preferably 4-5 person per table. It has a sound system and microphones, with a set-up of LCD projector and white board with marker. Provision of two 4x8 Tarpaulin for the activity posted in designated areas. Accommodation: Airconditioned rooms with functional comfort room and shower; Maximum triple sharing room persons no bed sharing. Complementary bottled water and toiletries every day for every guest. Internet (WIFI) connection in the rooms and function hall				

NOTE: DELIVERY OF GOODS is within Biliran Province

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

**LOT 2 – PROVISION OF FOOD AND VENUE RENTAL FOR THE
TRAINING WORKSHOP ON CONTEXT AND PEDAGOGY
FOR SNED CURRICULUM – P 165,000.00
(Goods-2025-020-SNED)**

	PARTICULARS	QTY/UOM	ABC	LOCATION	DELIVERY PERIOD	COMPLIANCE ("COMPLY"/"NOT COMPLY")
1	Training Workshop on Content and Pedagogy for SNED Curriculum	100 PAX	165,000.00	TBA	OCTOBER 13-15, 2025	
	Room	Training Venue			3	
		Required Conditions:				
		a. Airconditioned room/venue				
		b. With chairs and tables that can accommodate 70 participants per venue				
		c. With comfort rooms				
		d. With provision of tarpaulin bearing the training				
	pax	Food Breakdown (Day 1) October 13, 2025			100	
		AM Snacks:				
		Packed slice of cake (size: 3"x4"x2") and Del Monte juice in can				
		Lunch:				
		Rice, Pork Sinigang, Chicken Adobo, Grilled Fish, Eggplant Salad, Cassava cake dessert, banana fruits, & Bottled Softdrinks				
		PM Snacks:				
		cassava cake and canned del monte juice				
		Additional Requirements:				
		a. with free-flowing coffee and choco beverage				
	pax	Food Breakdown (Day 2) October 14, 2025			100	
		AM Snacks:				
		1 saucer Pansit and 1sliced bread and C2 in bottle				
		Lunch:				
		Rice, Seafood Sinigang, Fied Chicken , Grilled Fish, Utan langka , fruit salad, water melon fruits, & Bottled Softdrinks				
		PM Snacks:				
		cassava cake and canned del monte juice				
		Additional Requirements:				
		a. with free-flowing coffee and choco beverage				
	pax	Food Breakdown (Day 3) October 15, 2025			100	
		AM Snacks:				
		2 pcs. Empanada and Del Monte juice in can				
		Lunch:				
		Rice, Pork Sinigang, Chicken barbeque, Grilled Fish, Ginisang Sayote, Cassava cake dessert, banana fruits, & Bottled Softdrinks				
		PM Snacks:				
		cassava cake and canned del monte juice				
		Additional Requirements:				
		a. with free-flowing coffee and choco beverage				

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **and**
- ☐ (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; **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 as provided in the Bidding Documents; **and**
- ☐ (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 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.

Financial Documents

- ☐ (j) 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, or there shall be an attached system generated Transaction Reference Number (TRN)/Confirmation Receipt issued by the BIR in lieu of the manual “Received” stamp, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- ☐ (k) 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

- ☐ (l) 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.

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

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

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s)



