PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

SUPPLY AND DELIVERY OF VARIOUS GROCERY ITEMS

Sixth Edition

April 2022

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.

 $\mathbf{EXW} - \mathbf{Ex}$ 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.

Invitation to Bid



Provincial Government of Isabela

SUPPLY AND DELIVERY OF VARIOUS GROCERY ITEMS

The Provincial Government of Isabela, through the **TRUST FUND** intends to apply the sum of **Two Million Nine Hundred Seventy Nine Thousand Forty Three Pesos and 20/100** (**Php2,979,043.20**) being the ABC to payments under the contract for **Supply and Delivery of Various Grocery Items – ITB No. 2022-G-012/ Lot 7**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Provincial Government of Isabela now invites bids for the above Procurement Project. Delivery of the Goods is required for Sixty (60) Calendar Days. 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.

- 1. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184;
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.
- 2. Interested bidders may obtain further information from Provincial Government of Isabela and inspect the Bidding Documents at the address given below between 8:00 a.m. and 5:00 p.m;
- 3. Bid documents may be purchased at around 8:00 a.m. to 5:00 p.m. on **April 22, 2022** or before the deadline of dropping of bid forms by interested Bidders from the BAC Secretariat for Goods, BAC Office located at the PGSO Building, Alibagu, City of Ilagan, Isabela upon payment of the abovementioned non-refundable Bidding Documents Fee;

Moreover, a complete set of Bid Documents may also be downloaded by interested bidders from the website of the Philippine Government of Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that the Bidders shall pay the applicable fee for the Bidding Documents pursuant to the latest Guidelines issued by the GPPB, in the amount stated above on or before the submission of their bids. The Procuring

Entity shall allow the bidder to present its proof of payment for the fees in personal manner;

- 4. **PRE-BID CONFERENCE** shall be on **May 2, 2022, 10:00 a.m.**, at the BAC Office located at the PGSO Building, Alibagu, City of Ilagan, Isabela. The Bids of the Interested Bidders must be submitted to the BAC Secretariat on or before the scheduled Opening of Bids:
- 5. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 10 A.M. of May 16, 2022. Late bids shall not be accepted;
- 6. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14;
- 7. **BID OPENING** shall be on **May 16, 2022** at around **10:30 a.m**. in the BAC Office and will be made in the presence of the Bidders/Representatives who choose to attend therein. Any effort by a bidder to influence the Procuring Entity in its decision with respect to the bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid;
- 8. In consonance with the provisions of R.A. 9184 and its Revised IRR, PGI-BAC reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders; and
- 9. You may visit the following website for downloading of Bidding Documents *at* <u>isabelaprovince.ph</u>
- 10. For further information, please refer to:

Ms. Mary Ann Ballesteros BAC Secretariat for Goods and Services PGSO Building, Capitol Compound Alibagu, City of Ilagan, Isabela (075) 323-0570

> (Sgd.) RODRIGO T. SAWIT BAC Chairman

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

Procuring Entity named in the <u>BDS</u> wishes to receive **Supply and Delivery of Various Grocery Items**, with identification number No. 2022-G-012/ Lot 7.

The Procurement Project (referred to herein as "Project") is composed one lot, 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 *TRUST FUND* in the amount of *Php2,979,043.20*.

2.2. The source of funding is:

c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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.

Unless otherwise provided in the <u>BDS</u>, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the <u>BDS</u>:
 - (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 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:
 - 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 allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 7.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor

- during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.
- 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

If so specified in the <u>BDS</u>, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project

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, exwarehouse, 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 e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

- 13.2. Payment of the contract price shall be made in:
 - (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ 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**.

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(b) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
(c) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Two percent (2%)
For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
(d) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as	Five percent (5%)

¹ 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.

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authorized to issue such security.

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

14.2. The Bid and bid security shall be valid for the period specified in the **BDS**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 7 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 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 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
 - Option 1 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment

System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be: The bidder's SLCC similar to the contract to be bid should have been completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	"No additional requirements."
12	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than 2% of the ABC, 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 5% of the ABC, if bid security is in Surety Bond.
19.3	No further instructions.
20.2	No further instructions.
21.2	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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (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

- 6.1. 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.
- 6.2. 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							
1.1	The Procuring Entity is <i>Provincial Government of Isabela</i> .						
1.2	The Supplier is						
2.2	The Funding Source is TRUST FUND in the amount of Two Million Nine Hundred Seventy Nine Thousand Forty Three Pesos and 20/100 (Php2,979,043.20) being the Approved Budget for the Contract (ABC).						
	The Project Site is Provincial Capitol, City of Ilagan, Isabela. "The Project sites are defined in Section VI. Schedule of Requirements.						
	Delivery and Documents –						
	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:						
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."						
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."						
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).						
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>[indicate name(s)]</i> .						
	Incidental Services –						
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: Select appropriate requirements and delete the rest.						
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;						

- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. [Specify additional incidental service requirements, as needed.]

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

Spare Parts -

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

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months of placing the order.

Packaging -

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.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. 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. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. 2.2 "No further instructions". 4 The inspections and tests that will be conducted are: "None".

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Supply and Delivery of Various Grocery Items	set	Php 2,979,043.20	60 calendar days

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

		Statement of Compliance	
set	Supply ar		
	Specification	is:	
	1 30	packs ½ kg Salt	
	2 30	packs ½ kg. Brown Sugar	
	3 30	packs ½ kg. White refined Sugar	
	4 119	bottles 70% Alcohol	
	5 70	pieces 70% ALCOHOL (250 ML)	
	6 20 COLORING	kilograms ACHUETE (FOR	
	7 1	boxes All in one seasoning granules	
	8 40	packs All in one seasoning granules	
	9 50	dozens All in one seasoning granules	
	10 30	packs All in one seasoning granules	
	11 100	pieces All in one seasoning granules	
	12 4 120 GRAMS	boxes All in one seasoning granules	
	13 30	pieces All Purpose Cream	
	14 15	tetra pack All Purpose Cream	

	(tetra j	pack)		
	15	10	sacks	All purpose flour
	16	10	packs	All Purpose Flour 1kg
	17	4	bags	ALL PURPOSE FLOUR 25KG
	18	65	pieces	Aluminum Foil
	19	3	boxes	Aluminum foil (big)
	20	2	rolls	aluminum foil , jumbo
	21	3	bags	ARENA 1ST CLASS 50 KG
	22	3	bags	ARENA 3RD CLASS 50 KG
	23	4	packs	Asin 1kg
	24	4	packs	ASSORTER CUP CAKES
	25	10	pieces	B.B STERILIZED
	26	20	pieces	BAGOONG
	27	40	pieces	BAGOONG
	28	3	boxes	BAGOONG 1 L
	29	35	boxes	Bagoong 270ml
	30	3	boxes	BAGOONG 350 ML
	31	50	pieces	Baked snack crackers cheese

(big)		
32 (small	50 l)	pieces Baked snack crackers cheese
33	5	kilograms Baking Powder
34	2	packs Baking Powder
35	32	dozens Bath Soap
36	60	cans BEEF LOAF
37	3	boxes BEEFLOAF 150 GRAMS
38	13	boxes Bihon
39	18	boxes BIHON
40	10	packs Bihon 500g
41	60	packs Biscuit
42	60	packs Biscuit
43	80	pieces Biscuit
44	80	pieces Biscuit
45	70	packs Black Pepper
46	30	packs Black pepper (ground)
47	300	cuttings Black pepper cutting
48	25	gallons BLEACH

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	49	60	pieces Bleach (liquid)
	50	60	pieces Bleach (liquid)
	51	4	boxes Bleach (liquid) .500 L
	52	4	boxes Bleach (liquid) 1 L
	53	4	cases Bleach (liquid) 250 ML
	54	65	bottles Bleach (liquid) LARGE
	55	65	bottles Bleach (liquid) MEDIUM
	56	65	bottles Bleach (liquid) SMALL
	57	50	pieces Bleach (liquid) WHITE
	58	60	pieces Bleach (liquid)SUPERBIG
	59 (72pc/	3 /box)	boxes Bleach Liquid Original 100ml
	60	35	pieces BLOC WATER
	61	32	dozens Body soap
	62	32	dozens Body soap (papaya)
	63	4	boxes Body soap 135 GRAMS
	64	60	pieces Body soap 60 GRAMS
	65	6	dozens Body Soap 60g (by 12s)

	1		
	66	4	boxes Body soap 90 GRAMS
	67	20	dozens Body soap PINK(60G)
	68	20	dozens Body soap WHITE(60G)
	69	40	bottles Bottled water
	70	60	bottles Bottled Water
	71	5	kilograms Bread crumbs
	72	5	kilograms Bread crumbs
	73	114	packs Breading Mix
	74	9	dozens Broth Cubes 10g (by 12s)
	75	10	packs Broth Cubes 60g
	76	100	pieces Broth Cubes BEEF
	77	60	pieces Broth Cubes PORK
	78	50	pieces Broth Cubes SHRIMP
	79	3	sacks Brown powder
	80	4	packs Brown Sugar @ 50 kgs.
	81	52	sacks Brown Sugar
	82	1	packs Brown Sugar @ 10 kgs.

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	83	1	packs Brown Sugar @ 25 kgs.
	84	2	packs Brown Sugar @ 30 kgs
	85	100	packs Brown Sugar
	86	2	packs Brown Sugar
	87	1	cavans Brown Sugar
	88	5	kilograms Brown Sugar
	89	10	kilograms Brown Sugar
	90	5	kilograms Brown Sugar
	91	4	kilograms Brown Sugar
	92	3	kilograms Brown Sugar
	93	20	kilograms Brown Sugar
	94	60	packs Bubble gum (mentol)
	95	5	kilograms butter milk
	96	6	kilograms Buttermilk Powder
	97 KG	2	bags BUTTERMILK POWDER 50
	98	60	packs Candy
	99	60	packs Candy (Mint)

1	00 60	dozens	Candy Coated Chocolate
	01 20 softdrinks)	cans	Canned carbonated drinks
1	02 3	boxes	CANTON
1	03 10	pieces	CANTON
1	04 20	bottles	Carbonated Drink (Softdrinks)
1	05 20	pieces	Carbonated Drink (softdrinks)
	06 120 .5 L	pieces	Carbonated Drink (softdrinks)
	07 40 0Z	bottles	Carbonated Drink (Softdrinks)
	08 120 ight 1.5 L	bottles	Carbonated Drink (Softdrinks)
1	09 70	cases	Carbonated drinks (softdrinks)
1	10 20	pieces	Carbonated drinks (softdrinks)
	11 5 00ml (by 12s		Carbonated drinks (softdrinks)
	12 10 ight 1.5 L	cases	Carbonated drinks (softdrinks)
	13 130 DRANGE 1.5	-	Carbonated drinks (softdrinks)
	14 74 mall	cases	Carbonated drinks (softdrinks)
	15 60 canned)	cans	CARNE NORTE (100 G)

116 60 goods)	cans CARNE NORTE (canned	
117 1	gallons CATSUP	
118 6	dozens Cereal drink choco 30g (by 12s)	
119 25	packs Cheese	
120 21	pieces CHEESE 1 KG	
121 15	pieces Cheese big 440g	
122 4	packs CHEESE CAKE cup cake	
123 90	pieces CHEESE CAKE cup cake	
124 13	boxes Cheesecake cup cake	
125 60	packs Chewy Candy Chocolate	
126 35 pack)	pieces Chocholate flavored milk (tetra	
127 145 pack) 110ml	pieces Chocholate flavored milk (tetra	
128 110 pack) 180ml	pieces Chocholate flavored milk (tetra	
129 145 pack) 250ml	pieces Chocholate flavored milk (tetra	
130 3	boxes Choco Malt Drink 300 GRAMS	
131 4	boxes Choco Malt Drink 600 GRAMS	
132 3	boxes Chocolate peanut bars	
133 60	jars Chocolate wafer sticks	

134 20	jars Chocolate wafer sticks
135 20 SHEETS)	pieces CLEANSING WIPES (80
136 60	pieces Coffee Creamer (powder)
137 4 GRAMS	boxes Coffee Creamer (powder) 170
138 4 GRAMS	boxes Coffee Creamer (powder) 250
139 4 GRAMS	boxes Coffee Creamer (powder) 450
140 550 GRAMS	pieces Coffee Creamer (powder) 60
141 4 GRAMS	boxes Coffee Creamer (powder) 60
142 20	pieces Coffee Creamer powder
143 5	Box Coffee Creamer white twin
144 2	boxes Coffee Creamer white twin
145 6 12s)	dozens Colgate Toothpaste Sachet (by
146 20	gallons COLOR SAFE BLEACH
147 60	pieces CONDENSADA
148 30	pieces Condensada (canned)
149 25	cans Condensed Milk (1kg)
150 36	cans Condensed Milk 390g

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	151	1	boxes CONDENSED MILK BOX
	152	5	pieces Condesed Milk 1KG
	153	34	cans Cooking Oil
	154	44	gallons Cooking Oil
	155	1	container can cooking oil
	156	2	gallons COOKING OIL
	157	34	gallons Cooking oil
	158	1	litters Cooking Oil
	159	3	tin can Cooking oil
	160	1	gallons COOKING OIL 17KG
	161	2	cavans Corn starch
	162	4	kilograms CORN STARCH
	163	5	bags corn starch
	164	230	pieces CORNBEEF
	165	100	cans CORNED BEEF
	166	60	cans CORNED BEEF
	167	120	cans CORNED BEEF

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	168	30	cans	corned beef (can)
	169	36	cans	Corned beef 100g (100pc/box)
	170	175	pieces	Corned beef 260g
	171	7	boxes	CORNED BEEF(150)
	172	7	boxes	CORNED BEEF(175)
	173	3	boxes	CORNEDBEEF
	174	10	boxes	CORNEDBEEF 150 GRAMS
	175	55	cans	CORNEDBEEF 260G
	176	145	packs	COTTON (150 G)
	177	40	packs	COTTON BUDS
	178	60	packs	Crackers
	179	60	pieces	Crackers
	180	2	packs	CREAM
	181	20	pieces	CREAM 250 ML
	182	70	packs	Cultured milk (probiotic)
	183	15	pieces	Cultured milk (probiotic)
	184	134	packs	Detergent bar

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185 134	packs Detergent Bar	
186 60	pieces Detergent bar	
187 60	pieces Detergent BAR	
188 6	dozens Detergent bar 380g (by 12s)	
189 6 (by 12s)	dozens Detergent Bar supra white 390g	
190 6 (by 12s)	dozens Detergent bar white/blue 380g	
191 134	packs Detergent JUMBO BAR	
192 248	dozens Detergent Powder	
193 48	dozens Detergent powder	
194 48	dozens Detergent POWDER	
195 48	dozens Detergent Powder	
196 48	dozens Detergent powder	
197 48	dozens Detergent powder	
198 4	sacks Detergent Powder	
199 4	sacks Detergent Powder	
200 200	pieces Detergent POWDER	
201 20	pieces Detergent powder	

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202 7	7	boxes Detergent powder jumbo (twin)
203 7 powder	7	boxes Detergent powder jumbo twin
204 6 (by 12s)		dozens Detergent powder twin pack
205 6 (by 12s)		dozens Detergent Powder twin pack
206 6 (by 12s)		dozens Detergent Powder twin pack
207 1	18	packs DILIS BLACK
208 1	18	packs DILIS WHITE
209 3	32	gallons Dishwashing liquid
210 6 12s)	5	dozens Dishwashing liquid 20ml (by
211 1	10	liters Distilled water
212 2	20	pieces Diswashing liquid
213 2	20	pieces Diswashing liquid
214 6	55	dozens Diswashing liquid (SACHET)
215 1	160	pieces Diswashing liquid (SACHET)
216 3	35	pieces Energy Drink
217 6	50	pieces EVAPORADA
218 6	50	pieces Evaporada (canned)

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	219	36	cans Evaporada 410ml
	220	10	cans Evaporated Milk (370ml)
	221	32	dozens FABRIC CONDI.
	222	32	dozens Fabric conditioner
	223	150	pieces Fabric conditioner
	224	14	dozens Fabric conditioner
	225	14	dozens Fabric conditioner
	226 12s)	6	dozens Fabric conditioner 28ml (by
	227 12s)	6	dozens Fabric conditioner 28ml (by
	228	20	pieces Feminine Wash (150 ML)
	229	20	pieces Feminine Wash (250 ML)
	230	40	pieces Feminine Wash (60 ML)
	231	2	bags Fined Iodized Salt 50kgs
	232	2	gallons Fish sauce (patis)
	233	17	boxes Fish Sauce 200ml
	234 powde	70 ered tea	dozens Flavored concentrated drink
	235	30	pieces Flavored concentrated

powde	ered tea	a drink
236	50	pieces Flavored Corn Snack (choco)
237	100	pieces Flavored Corn Snack (choco)
238	35	pieces Flavored Drink with Nata
239 barbec	130 que)	pieces Flavored snack (chichirya,
240 flavor)	50	pieces Flavored snack (chichirya, milk
241 flavor	100	pieces Flavored snack (chichirya, milk
242	10	kilograms Flour
243	30	sacks Flour
244	5	sacks Flour
245	6	sacks Flour (1 sack)
246	500	pieces Flour Sacks
247	3	boxes Food coloring (yellow)
248 (canne	50 ed goods	cans FRIED SARDINE W/ TAUSI ds)
249	10	pieces FRUIT COCKTAIL 836G
250	6	dozens Ginisa Flavor Mix 7g (by 12s)
251	20	packs Ginisa Mix

252 13	boxes Glutinous rice flour
253 10	packs Glutinous rice flour 500g
254 100	pieces GREAT TASTE BROWN
255 40 BLEND	pieces GREAT TASTE PREMIUM
256 10	pieces Green Tea Flavored Drink
257 10 (large)	pieces Green Tea Flavored Drink
258 20 (medium)	pieces Green Tea Flavored Drink
259 85 (small)	packs Green Tea Flavored Drink
260 30	boxes Gulaman
261 60	packs GULAMAN 25G
262 32	dozens Hair conditioner
263 100	pieces Hair conditioner
264 6	dozens Hair Conditioner (by 12s)
265 1 POWDER @	bags HALF SACK CASSAVA 25 kls.
266 60	packs Hansel Choco
267 60	packs Hansel
268 2	sacks harina

269 32	dozens Head & Shoulder
270 6 twin pack (by	dozens Head & Shoulders Shampoo (12s)
271 150	pieces Heavy duty Scrub Sponge
272 14	pieces Homi Beef
273 14	pieces Homi Chicken
274 100	pieces HOMI NOODLES CHICKEN
275 3	packs HONEY HOUSE BISCUITS
276 235	packs Icebag
277 8	boxes Instant Beef noodles
278 8	boxes Instant Beef noodles
279 10	pieces Instant Cereal
280 14	boxes Instant chicken Noodles
281 3	boxes Instant chicken Noodles
282 1	boxes Instant Chicken noodles
283 4	boxes Instant Chicken noodles
284 1	boxes Instant Chicken noodles
285 3 (72pc/box)	boxes Instant Chicken noodles

286 60	pieces Instant Coffee (powder)
287 100	pieces Instant coffee (powder)
288 4 GRAMS	boxes Instant coffee (powder) 100
289 4 GRAMS	boxes Instant Coffee (powder) 100
290 3 GRAMS	boxes Instant Coffee (powder) 100
291 4 GRAMS	boxes Instant Coffee (powder) 25
292 4 GRAMS	boxes Instant Coffee (powder) 25
293 3 GRAMS	boxes Instant Coffee (powder) 25
294 4 GRAMS	boxes Instant Coffee (powder) 50
295 4 GRAMS	boxes Instant Coffee (powder) 50
296 3 GRAMS	boxes Instant Coffee (powder) 50
297 4 GRAMS	boxes Instant Coffee (powder) 99
298 570 pack	pieces Instant Coffee (powder) Twin
299 570 pack, white	pieces Instant Coffee (powder) Twin
300 100	pieces Instant coffee (powedr)
301 6 (by 10s)	packs Instant coffee 3 in 1 twin pack
302 380 pack	dozens Instant coffee powder Twin
303 380	dozens Instant Coffee Powder Twin

Pack		
304 (by 10	6 s)	packs Instant coffee powder twin pack
305	14	boxes Instant Coffee twin
306 10s)	6	packs Instant coffee twin pack (by
307	7	boxes Instant Coffee white twin
308	70	dozens Instant Drink Mix
309	60	cans Instant meals (ulam, canned)
310	100	pieces Instant Noodles
311	3	boxes Instant Noodles BEEF
312	200	pieces Instant Noodles BEEF
313	6	boxes Instant Noodles Chicken
314	4	boxes Instant Noodles Chicken
315	100	pieces Instant Noodles CHICKEN
316	370	pieces Instant Noodles HOT BEEF
317	80	pieces IODIZED SALT
318	71	packs Iodized Salt
319	4	kilograms jarina
320	5	kilograms jarina

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	321	30	cans Juice
	322	9	pieces JUICE 500G
	323	70	packs Juice Drink Tetra pack
	324	60	cans KARNE NORTE (canned)
	325	65	packs Katol
	326	14	boxes Ketchup
	327	14	boxes Ketchup
	328	40	pieces Ketchup
	329	20	pieces Ketchup
	330	10	bottles Ketchup
	331	2	gallons ketsup
	332	2	gallons LARD
	333	5	gallons LARD
	334	5	packs LAUREL
	335	13	boxes Lava Cake
	336	90	pieces Lava Cake
	337	60	packs LILLIPOP

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	338	3	cans Lye (lihia)
	339	2	kilograms MACARONI
	340	5	kilograms MACARONI
	341	200	pieces MARGARINE
	342	5	kilograms MARGARINE
	343	5	kilograms Margarine
	344	15	kilograms Margarine
	345	1	tumbler margarine
	346	2	pales Margarine (11kg)
	347	5	pieces MARGARINE 11 KG
	348	2	gallons mayonaise
	349	5	tubes mayonaise, (special)
	350	30	cans meat loaf (150g)
	351	10	boxes Meat Loaf 150g (100pc/box)
	352	3	boxes MEATLOAF
	353	60	cans MEATLOAF
	354	7	cases MEATLOAF (170)

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	355	3	boxes MEATLOAF 150 GRAMS
	356	60	cans MEATLOAF 150 GRAMS
	357	3	boxes MEATLOAF 170 GRAMS
	358	10	packs melon powder juice (500g)
	359	770	pieces MILO 74 GRAMS
	360	10	pieces Mouth Wash (250 ML)
	361	10	cans mushroom (big), can
	362	20	pieces MUSHROOM (canned)
	363	1	cans OIL
	364	25	pieces OIL
	365	40	gallons Oil
	366	70	packs Orange Juice Drink (tetra pack)
	367	10	pieces Orange Juice Drink (tetra pack)
	368	35	pieces Orange Juice Drink (tetra pack)
	369	9	boxes ORDINARY WAFER CONE
	370	100	packs OTOP food products
	371	70	pieces OYSTER SAUCE

372	25	packs Oyster sauce
373	17	pieces Oyster Sauce 405g
374 Kgs	1	containers Palm Cooking Oil 15
375	100	kilograms Palm oil
376	140	packs Paminta
377	30	packs Paminta
378	40	packs PAMINTA Durog
379	1	packs PANCIT BIHON
380	1	packs PANCIT CANTON
381	3	boxes Pancit Canton (72pc/box)
382	14	boxes Pancit Canton (Extra Big)
383 CHILII		pieces PANCIT CANTON
384 BIG CA		pieces PANCIT CANTON EXTRA ANSI
385 ORIGI		pieces PANCIT CANTON
386 (72pc/t		boxes Pancit Canton Original
387 CHILI		pieces PANCIT CANTON SWEET
388	14	boxes PANSIT CANTON

	389	15	kilograms pasta spaghetti
	390	4	litters Patis
	391	2	litters PATIS
	392	100	pieces PATIS (SACHET)
	393	40	pieces PATIS (SMALL)
	394	1	sacks Peanuts
	395	35	bottles Pickles
	396	35	pieces PINEAPPLE IN CAN
	397	20	pieces PINEAPPLE JUICE
	398	15	litters pineapple juice (can)
	399	10	packs pineapple powder juice
	400	5	Bale Plastic spoon and fork
	401	65	packs POSPORO
	402	5	packs Powder milk (2kg)
	403 (by 14s	6 s)	packs Powdered Chocolate drink 24g
	404 drinl	5	kilograms Powdered Chocolate
	405	30	sachets Powdered iced tea, lemon

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406 6 dozens Powdered juice 25g
407 5 packs Powdered juice 500g (choco/melon/buko/pandan/sago't gulaman)
408 20 pieces Powdered Milk Drink (1.2 KG)
409 2 boxes Powdered Milk Drink 1.2 KG
410 2 boxes Powdered Milk Drink 1.6 KG
411 2 boxes Powdered Milk Drink 2 KG
412 214 pieces Powdered Milk Drink 320 Grams
413 2 boxes Powdered Milk Drink 320 GRAMS
414 445 pieces Powdered Milk Drink 33 Grams
415 2 boxes Powdered Milk Drink 700 GRAMS
416 2 boxes Powdered Milk Drink 900 GRAMS
417 6 packs Powdered Milk drink Swak 33g (by 8s)
418 6 dozens Powdered tea 25g
419 37 packs Raisins
420 20 pieces Ready to drink juice (tetra pack)
421 5 cavans Rice (Gracia)
422 15 kilograms Rock Salt

423	30	kilograms ROCK SALT
424	10	packs ROCK SALT
425	3	sacks SACK CRYSTAL SALT
426	1	sacks SACK WHITE SUGAR
427	50	kilograms Salt
428	8	sacks Salt
429	30	sacks SALT
430	16	bags salt
431	45	sacks Salt
432	4	sacks SALT
433	10	packs SALT
434	5	kilograms Salt
435	2	sacks Salt (Asin)
436	30	kilograms Salt (Asin)
437	2	packs Salt (Asin) @ 50 kgs
438	4	packs Salt (Asin) @ 30 kgs
439	20	packs Salt (Asin)

	440	5	pieces	Salted Egg
	441	40	pieces	Sanitary Napkin
	442	20	pieces	Sanitary Napkin
	443 pack)	65	packs	Sanitary Napkin (12pcs per
	444 pack)	65	packs	Sanitary Napkin (12pcs per
	445 pack)	65	packs	Sanitary Napkin (24pcs per
	446	230	cans	Sardines
	447	16	boxes	Sardines
	448	20	cans	Sardines
	449	100	pieces	SARDINES
	450	80	cans	SARDINES
	451	100	pieces	SARDINES (GREEN)
	452	4	boxes	SARDINES 150 GRAMS
	453	3	boxes	SARDINES 150 GRAMS
	454	100	cans	Sardines 150 GRAMS
	455	100	cans	Sardines 150 GRAMS
	456	30	cans	Sardines 155g (100pc/box)

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	457	90	cans Sardines GREEN
	458 (100p	30 oc/box)	cans Sardines Green small
	459	230	cans Sardines Red
	460	90	cans Sardines RED
	461	100	pieces SARDINES RED (155 G)
	462	40	pieces Sardines T/SAUCE
	463	18	gallons Sauce for streetfoods
	464	60	cans SAUSAGE (canned)
	465	15	dozens Seasoning granules
	466	13	packs Seasoning granules
	467	6	packs Seasoning granules 8g (by 14s)
	468	32	dozens Shampoo
	469	32	dozens Shampoo
	470	100	pieces Shampoo (SACHET)
	471	6	dozens Shampoo twin pack (by 12s)
	472	6	dozens Shampoo twin pack (by 12s)
	473	6	dozens Sinigang sa Sampaloc Mix 22g

	by 12s	s)	
	474	5	kilograms Skim Milk
	475	2	packs Sodium Sulfate 1 Kg
	476	5	gallons Soy sauce
	477	20	liters Soy Sauce
	478	40	pieces SOY SAUCE
	479	12	bottles Soy Sauce
	480	4	litters Soy Sauce
	481	2	litters Soy Sauce
	482	1	litters Soy Sauce
	483	2	litters Soy Sauce
	484	110	pieces Soy sauce (SACHET)
	485	3	boxes SOY SAUCE 1 L
	486	6	boxes Soy Sauce 100ml (72pc/box)
	487	14	boxes Soy Sauce 200ml
	488	3	boxes SOY SAUCE 350 ML
	489	2	bags Soya @ 250 kgs
	490	10	kilograms soya

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		491	500	kilograms Soya Meal
		492	2	kilograms SPAGHETTI PASTA
		493	6	kilograms SPAGHETTI PASTA
		494	230	pieces squid (canned goods)
		495 goods)	2	boxes SQUID 150 GRAMS (canned
		496	12	pieces Stainless Steel ball/ wool
		497	1	cavans Sugar
		498	22	sacks Sugar
		499	4	kilograms Sugar
		500	9	kilograms SUGAR
		501	1	sacks Sugar Brown (50kg)
		502	1	sacks Sugar White (25kg)
		503	32	dozens Sunsilk
		504	9	boxes SWEETENED WAFER CONE
		505	50	gallons Tagapulot (Honey)
		506	22	packs Tocino 225g
		507	2	kilograms TOMATO SAUCE

	508	10	kilograms TOMATO SAUCE
	509	32	dozens Toothpaste
	510	87	dozens Toothpaste
	511	5	dozens Toothpaste
	512	7	boxes TUNA (155g canned)
	513	330	cans Tuna (canned)
	514	60	pieces Tuna (canned)
	515	7	cases Tuna flat (155g canned)
	516	5	grams Turmeric powder coloring
	517	40	packs Umami seasoning
	518	1	kilograms Umami seasoning
	519	30	packs Umami seasoning
	520	1	kilograms Umami seasoning
	521	6	dozens Umami seasoning 12g (by 12s)
	522	14	packs Umami seasoning 250g
	523	4	boxes Umami Seasoning, 100 grams
	524	2	gallons VANILLA

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	525	4	kilograms Vetsin
	526	15	gallons Vinegar
	527	20	liters Vinegar
	528	40	pieces VINEGAR
	529	60	pieces VINEGAR
	530	5	gallons Vinegar
	531	12	bottles Vinegar
	532	18	gallons Vinegar
	533	1	gallons Vinegar
	534	4	litters Vinegar
	535	2	litters Vinegar
	536	1	litters Vinegar
	537	5	litters Vinegar
	538	3	pieces VINEGAR 1 L
	539	6	boxes Vinegar 100ml (72pc/box)
	540	14	boxes Vinegar 200ml
	541	3	boxes VINEGAR 350 ML

542	5	liters Water
543	20	pieces WET
544	10	sacks White Sugar
545	10	kilograms White Sugar
546	25	kilograms White Sugar
547	2	bags White Sugar @ 30 kgs
548	4	bags White Sugar @ 50 kgs
549	100	packs White Sugar
550	1	cavans White Sugar
551	5	kilograms White Sugar
552	8	kilograms White Sugar
553	2	kilograms White Sugar
554	5	kilograms White Sugar
555	2	kilograms White Sugar
556	8	kilograms White Sugar
557	4	kilograms White Sugar
558	3	kilograms White Sugar

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		559	5	kilograms White Sugar
		560	20	kilograms White Sugar
		561	13	packs White Sugar
		562 0.25g	9 (by 12s	* *
		563		pieces Wipes
		564	2	bags Wrapper Flour 3rd Class 25kgs
		565	10	kilograms Yeast
		566	5	packs yeast
		567	10	packs Yeast (500g)
		568	70	packs Yoghurt Drink
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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);
 or
- (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

- 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**
- (g) 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
- Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

Original copy of Notarized Bid Securing Declaration; and

② (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

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

- The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- (1) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

(m) 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)

- [In a section of their country's extension 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.
- (o) 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).

