

PHILIPPINE BIDDING DOCUMENTS

Supply and Delivery of Milky Buns for CY 2022 School-Based Feeding Program (SBFP) Beneficiaries

Government of the Republic of the Philippines



SURIGAO DEL SUR DIVISION

**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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information.....	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	13
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	36
Section VIII. Checklist of Technical and Financial Documents	39

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Education
Caraga Region
SCHOOLS DIVISION OF SURIGAO DEL SUR

Invitation to Bid
2022-112

SUPPLY AND DELIVERY OF MILKY BUNS FOR CY 2022 SCHOOL-BASED FEEDING PROGRAM (SBFP) BENEFICIARIES

1. The Department of Education - Surigao del Sur Division, through the Government of the Philippines, intends to apply the sum of **Three Million Two Thousand Six Hundred Sixteen Pesos Only (Php 3,002,616.00)** being the ABC to payment under the contract for Supply and Delivery of Milky Buns for CY 2022 School-Based Feeding Program (SBFP) Beneficiaries. Bids received in excess of the ABC shall be automatically rejected at bid opening.

LOT	AREA OF DELIVERY	PARTICULARS	ABC (Php)	Amount of Bidding Documents
	District Offices of DepEd Surigao del Sur Division but packed per identified school (please refer to list of drop-off points)	<p>Milky Bun</p> <p>Serving size: at least 120g</p> <p>Quality: Bread received in good condition, not expired, no signs of mold, no foul smell and soft in texture</p> <p>Packaging: Individually packed in food-grade plastic pouches or 1 pouch for the number of feeding days. The packaging must clearly and readably indicate Manufacturing Date and the Expiration Date, including the nutritional contents. An imprinted sign per pack which indicates "DepEd-SBFP, NOT FOR SALE"</p> <p>Expiration: Expiration date should be at least 5 days from the date of delivery</p> <p>Nutritional Content: Energy – 370-500 kcal Protein – 13-16 g Calcium – 648-810 mg Iron - 9-11 mg Vit. A - 243-304 ug Potassium - 236-295 mg Zinc - 3-4 mg</p> <p>Note: Bidders must bring a sample during the bidding conference</p> <p>Schedule of Delivery: To be delivered in weekly basis; Monday – Wednesday</p>	₱3,002,616.00	₱5,000.00
TOTAL			₱3,002,616.00	

2. The *Department of Education - Surigao del Sur Division* now invites bids for the above Procurement Project. Delivery of the Goods is required within *fifty (50) 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).
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.
4. Prospective Bidders may obtain further information from *Bids and Awards Committee (BAC) Department of Education Surigao del Sur Division –Balilahan, Mabua, Tandag City* and inspect the Bidding Documents at the address given below during office hours from *8:00am to 5:00pm*
5. A complete set of Bidding Documents may be acquired by interested Bidders from Sept. 24, 2022 to Oct. 17, 2022 from the given address and website below *and upon payment of the applicable fee for the Bidding Docs, pursuant to the latest Guidelines issued by the GPPB, in the amount mentioned above.*
6. The *Department of Education - Surigao del Sur Division* will hold a Pre-Bid Conference¹ on October 3, 2022; 2:00pm at 3rd Floor Conference Hall – Schools Division Office – Balilahan, Mabua, Tandag City and through video conferencing or webcasting via <https://tinyurl.com/PreBidMilkyBun2022> 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. 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 Oct. 17, 2022; 10:00am at the given address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity and through video conferencing or webcasting via <https://tinyurl.com/BidConMilkyBun2022> which shall be open to prospective bidders.
10. The *Department of Education – Surigao del Sur Division* 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:
*BAC SECRETARIAT
 Balilahan, Mabua, Tandag City
surigaodelsur.procurement@deped.gov.ph
 086-211-3560
depedsurigaodelsur.com*
12. You may visit the following websites:
www.philgeps.gov.ph

September 24, 2022

GILBERT L. GAYRAMA, PhD, CESE
BAC Chairperson

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

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *DepEd – Surigao del Sur Division*, wishes to receive Bids for the *Supply and Delivery of Milky Buns for CY 2022 School-Based Feeding Program (SBFP) Beneficiaries* with identification number 2022-112.

The Procurement Project *Supply and Delivery of Milky Buns for CY 2022 School-Based Feeding Program (SBFP) Beneficiaries* is composed of *One (1)*, 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 2022 in the amount of *Three Million Two Thousand Six Hundred Sixteen Pesos Only (₱3,002,616.00)*.

2.2. The source of funding is the General Appropriations Act (GAA) 2022

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:
 - 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 Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on October 3, 2022, 2:00 PM at 3rd Floor Conference Hall – Schools Division Office – Balilahan, Mabua, Tandag City and/or through video conferencing/webcasting via <https://tinyurl.com/PreBidMilkyBun2022> 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 **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 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 calendar days*. 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.

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. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause							
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Related to Supply and Delivery of Milky Bun</i> b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. 						
7.1	<i>Subcontracting is not allowed</i>						
12	The price of the Goods shall be quoted Philippine Peso and to be delivered to district offices of Surigao del Sur Division but to be packed per identified school						
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than 2% 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% if bid security is in Surety Bond. 						
19.3	<p><i>The Project will be awarded with the following:</i></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">LOT</th> <th style="text-align: center;">PARTICULARS</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td></td> <td>166,812 pcs Milky Bun (at least 120 gms)</td> <td style="text-align: right;">₱3,002,616.00</td> </tr> </tbody> </table>	LOT	PARTICULARS	ABC		166,812 pcs Milky Bun (at least 120 gms)	₱3,002,616.00
LOT	PARTICULARS	ABC					
	166,812 pcs Milky Bun (at least 120 gms)	₱3,002,616.00					
20.2	<i>No Further instruction</i>						
21.2	<i>No additional requirements</i>						

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 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
	<ol style="list-style-type: none"> 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.

	<p>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.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as it is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity: DEPARTMENT OF EDUCATION – SURIGAO DEL SUR DIVISION Name of District/School: _____ Name of the Supplier: _____ Contract Description: Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>Payment shall be made after full delivery of the items</i>
4	Inspection will be conducted upon delivery.

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	Description	Quantity	Total	Delivered, Weeks/Months
	Milky Bun (at least 120 gms)	166,812 pcs	₱3,002,616.00	<p>Within 50 calendar days from receipt of Notice to Proceed (please refer to delivery schedule)</p> <p>Goods shall be delivered to District Offices of DepEd Surigao del Sur (please refer to list of drop-off points)</p> <p>Schedule of Delivery: Monday - Wednesday</p> <p>Note:</p> <p>Milky Bun (delivered in a weekly basis)</p>

LIST OF BENEFICIARIES & DROP-OFF POINTS MILKY BUN

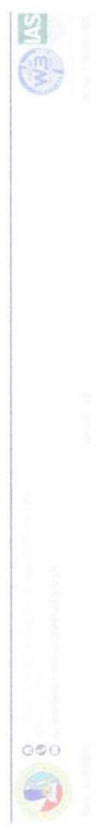
LIST OF BENEFICIARIES & DROP-OFF POINTS FOR MILKY BUNS
 Delivered in a Weekly Basis | Delivery Schedule: Monday - Wednesday

Municipality/District	Schools	No. of Beneficiaries per Grade Level										Total No. of Milky Buns to be delivered in 6 weeks	Drop-Off Points Complete Address	Focal Persons to contact	Contact Number
		Kindergarten	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6							
Bayabas	AMAGES	27	5	5	5	1	2	3	48			288	Bayabas CES Brgy. Balle, Bayabas, SDS	Judocor Limbaga Trinidad Hermogino	09213765312/0946243245
	BAVABAS CFS	25	12	8	5	5	4	2	61			365			
	Cabugo Elem. School	10	1	1	1	1	-	-	14			84			
	CAGBAOTO ES	20	2	4	2	3	2	1	34			204			
	LA PAZ ES	15	5	5	5	5	5	4	44			264			
	MAGOBANOK ES	10	3	3	2	2	2	2	24			144			
	Panosewon Annex/PIPED	5	4	5	5	4	7	-	30			180			
	PANOSAWON IS	45	5	5	5	5	5	5	75			450			
	PAWING DAGLES ES	15	5	5	5	5	5	5	75			450			
	RODRIGUEZ ES	10	10	10	10	10	10	10	100			600			
	BARASASAN ES	118	14	13	14	9	16	2	321			1,941			
	BARASASAN ES	118	14	13	14	9	16	2	321			1,941			
	BARASASAN ES	118	14	13	14	9	16	2	321			1,941			
	BARASASAN ES	118	14	13	14	9	16	2	321			1,941			
	BARASASAN ES	118	14	13	14	9	16	2	321			1,941			
BARASASAN ES	118	14	13	14	9	16	2	321			1,941				
Cagwait	BACOLOLO ES	34	21	15	10	10	10	9	109			654	Ara-san ES, Ara-san, Cagwait, SDS	Anna Lisa Timball	0917152160/0917595312
	BITALGAN EAST IS	35	39	25	20	15	15	12	162			972			
	CAGWAIT CENTRALES	54	14	15	8	9	5	1	107			642			
	CAMPONON ES	34	18	7	7	9	2	-	77			462			
	LACTIDAN ES	7	9	7	9	13	3	6	54			324			
	LAPURISIMAS	12	11	11	12	4	2	-	52			312			
	MAPLES	23	37	14	18	0	11	-	134			804			
	MARAS	23	37	14	18	0	11	-	134			804			
	MARAS	23	37	14	18	0	11	-	134			804			
	SANTAGO CHALES	26	20	14	11	10	10	10	101			605			
	TABALOGON ES	15	12	8	11	10	14	13	83			488			
	TAWAGAN ES	16	12	9	8	7	7	7	66			396			
	TAWAGAN ES	16	12	9	8	7	7	7	66			396			
	TAWAGAN ES	16	12	9	8	7	7	7	66			396			
	TAWAGAN ES	16	12	9	8	7	7	7	66			396			
TAWAGAN ES	16	12	9	8	7	7	7	66			396				
Canllan	ANAS ESLT	23	20	12	12	11	13	8	129			774	Canllan Pilot School and CECEES, Canllan, SDS	Catherine Gonzales/ Maria Theresa Unibundo	09985741819/09589762991
	Apsara Primary School	6	7	1	10	-	-	-	43			256			
	Bakito Primary School	9	4	11	-	-	-	-	24			144			
	Bonifacio Elem. School	23	26	16	-	-	-	-	65			390			
	Canangalan Integrated School	24	32	18	-	-	-	-	74			444			
	Canangalan Elem. School	24	31	15	10	-	-	-	80			500			
	Canangalan Primary School	11	7	-	-	-	-	-	18			108			
	Canllan Park School	86	14	-	-	-	-	-	100			600			
	Consuelo Elem. School	17	7	13	11	3	3	1	55			330			
	Maguising Elem. School	26	-	-	-	-	-	-	26			156			
	Parang Elem. School	60	40	-	-	-	-	-	100			600			
	Stuyarto Primary School	3	2	5	13	-	-	-	23			138			
	Tigabong Elem. School	12	18	10	10	-	-	-	55			330			
	Hyatt Elem. School	18	18	11	8	10	8	9	86			516			
	Maguising Elem. School	18	18	11	8	10	8	9	86			516			
Canllan East Central Elem. School	100	-	-	-	-	-	-	100			600				
Cherry T. Colato Elem. School	24	31	-	-	-	-	-	55			330				
Domoyog Primary School	6	7	9	8	9	5	5	49			294				
Isa General Integrated School	14	21	10	12	18	-	-	75			450				
Luto Elem. School	18	23	14	-	-	-	-	55			330				
INDUMES	35	-	-	-	-	-	-	35			210				



LIST OF BENEFICIARIES & DROP-OFF POINTS FOR MILKY BUNS
 Delivered in a Weekly Basis | Delivery Schedule: Monday - Wednesday

Municipality/District	Schools	No. of Beneficiaries per Grade Level							Total No. of Milky Buns to be delivered per week	Total No. of Milky Buns to be delivered in 6 weeks	Drop-Off Points Complete Address	Focal Persons to contact	Contact Number
		Kindergarten	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6					
Liang 1	Bocawe ES	15	11	5	7	3	3	2	48	276	Zone IV, Lanza, SDS		
	Bugan IS	26	9	5	2	3	3	3	51	306			
	Catuguan PS	11	12	5	10	5	10	-	38	228			
	Garmuton ES	19	11	9	10	4	5	5	63	378			
	Habay ES	17	11	7	7	5	4	5	56	336			
	Hinabagan ES	9	9	11	14	7	7	7	64	384			
	Ibuan ES	41	33	22	20	10	8	14	138	828			
	Luzon ES	12	10	6	12	5	6	4	52	312			
	Luzon ES	12	10	6	12	5	6	4	52	312			
	Mamal PS	8	10	12	15	10	11	8	74	444			
	Nucan IS	8	14	14	7	2	4	1	50	300			
	Palawan IS	35	28	28	39	43	23	32	228	1,368			
	Shakway ES	24	5	5	5	4	4	3	50	1,094			
	Ambongan Elementary School	37	1	6	5	2	1	4	56	336			
	Ben - AS Elementary School	40	1	9	23	12	4	1	50	300			
	Bocawe Elementary School	28	5	3	4	7	4	5	56	336			
	Canigton Elementary School	33	3	4	7	4	3	-	49	294			
	Canigton Elementary School	49	10	13	12	-	-	2	86	516			
	Liang 1 Central Elem. School	122	5	11	7	4	12	3	164	984			
	Prayasam Elementary School	56	8	11	7	4	4	3	93	558			
	R. Moreno Integrated School	75	6	10	-	-	2	3	108	648			
	San Pedro Elementary School	25	3	3	4	-	2	5	42	252			
	San Pedro Elementary School	23	3	2	10	3	1	2	44	264			
Delagun Brgy. Elem. School	50	14	14	13	11	12	7	161	966				
Delagun Elem. School	61	8	6	5	5	4	4	96	576				
Delagun Elem. School	7	8	14	8	6	5	4	71	426				
Kawangan Elem. School	13	28	14	8	5	5	4	71	426				
Kawangan ES LT	5	5	4	4	3	5	4	14	84				
Lodick Indigenous Elem. School	16	33	25	20	17	16	6	133	798				
Munayay MS Demo School	17	4	3	4	3	1	3	35	210				
Neptune Elem. School	20	35	17	20	9	14	11	124	744				
San Isidro Elem. School	21	10	8	7	8	4	3	61	366				
Simowe ES LT	13	31	11	4	1	5	5	70	420				
St. Christine Elem. School	55	15	8	6	6	6	5	100	600				
St. Christine Elem. School	22	8	2	1	-	-	-	33	198				
Tagbac Elem. School	25	-	-	-	-	-	-	23	138				
Tagbac Elem. School	32	-	-	-	-	-	-	23	138				
Tagbac Elem. School	11	5	3	1	-	-	-	16	972				
Madrid Central Elem. School	110	62	-	-	-	-	-	162	972				
Magway Elem. School	28	-	-	-	-	-	-	28	168				
Palongpatong Elem. School	31	-	-	-	-	-	-	31	186				
Songkit Elem. School	22	-	-	-	-	-	-	22	132				
Union Elem. School	31	-	-	-	-	-	-	31	186				
Care-an Elementary School	34	11	10	7	4	-	-	66	396				
Marga Elementary School	22	6	-	-	-	-	-	28	168				
San Antonio Elementary School	23	7	13	8	7	6	5	69	414				
Madrid	Madrid District Office, Madrid NHS, SDS								944	5,664	Madrid District Office, Madrid NHS, SDS	Grace Floresca Marianne Origas	0998810497/0228673658



LIST OF BENEFICIARIES & DROP-OFF POINTS FOR MILKY BUNS
 Delivered in a Weekly Basis | Delivery Schedule: Monday - Wednesday

Municipality/District	Schools	No. of Beneficiaries per Grade Level											Total No. of Milky Buns to be delivered per week	Total No. of Milky Buns to be delivered in 6 weeks	Drop-Off Points Complete Address	Focal Persons to contact	Contact Number	
		Kindergarten	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6										
Mariketa	San Roque Elementary School	12	6	4	4	5	4	4	39						234	Mariketa District, Poblacion Mariketa, SDS	Mary Ann Gomez	945937646
	San Vicente Elementary School	21	18	6	9	4	2	2	62						372			
	Arroyo Elem. School	20	5	5	5	-	-	-	35						210			
	Arday IP PS (Extension)	4	11	9	4	-	3	3	34						204			
	Antipolo Elem. School	28	10	10	7	-	-	-	60						360			
	Arroyo Elem. School	33	10	10	7	-	-	-	60						360			
	Hingog Elem. School	28	12	10	10	10	4	-	74						444			
	Ungay Elem. School	18	17	15	10	10	5	-	75						450			
	Ungay Elem. School	18	15	15	10	10	5	-	75						450			
	Ungay Elem. School	18	15	15	10	10	5	-	75						450			
	Mariketa Elem. School	48	25	17	-	-	-	-	100						600			
	Mariketa Central Elem. School	80	45	-	-	-	-	-	125						750			
	San Antonio Elem. School	5	6	5	3	6	3	3	31						185			
	San Isidro Elem. School	75	25	-	-	-	-	-	100						600			
	San Pedro ES	29	20	15	15	6	5	5	85						570			
	San Roque Elem. School	8	8	8	8	6	6	6	50						300			
	San Roque Elem. School	8	8	8	8	6	6	6	50						300			
	Locuston rings ES	35	20	12	12	11	-	-	90						282			
	San Roque Elem. School	32	16	13	13	9	8	4	95						477			
	San Roque Elem. School	32	16	13	13	9	8	4	95						477			
Compuway Elem. School	12	12	11	7	8	8	8	65						395				
Compuway Elem. School	12	12	11	7	8	8	8	65						395				
Gala Integrated School	20	15	9	7	7	5	4	67						402				
Humbly Elem. School	8	10	8	11	10	2	2	51						305				
Lamele Elem. School	29	23	10	15	5	4	3	89						534				
Salvacion Elem. School	75	20	20	15	9	9	6	154						924				
San Agustin Central Elem. School	98	27	20	20	9	12	12	158						948				
Treodoro P. Alvarez IP CES	28	29	14	14	25	20	10	140						840				
Thomas Elem. School	17	4	14	8	10	10	3	73						438				
Thomas Elem. School	17	4	14	8	10	10	3	73						438				
Thomas Elem. School	17	4	14	8	10	10	3	73						438				
Manila Adia Integrated School	20	26	13	10	5	3	5	75						455				
Ponglot Elem. School	21	25	4	5	3	2	2	62						372				
Sto. Nino O Elem. School	100	55	-	-	-	-	-	155						930				
Sto. Nino O Elem. School	21	22	24	16	2	1	1	87						522				
Baras Elem. School	81	85	75	32	12	5	4	294						1,764				
Bolton Elem. School	44	29	7	7	3	2	2	94						564				
Calibudan Elem. School	30	23	32	18	13	4	2	122						732				
Higum Elem. School	21	23	30	26	10	9	-	126						756				
Ungay Elem. SLY	28	30	30	15	6	2	8	139						834				
Ungay Elem. SLY	28	30	30	15	6	2	8	139						834				
Lower Dawn Elem. School	17	20	20	10	3	2	2	74						444				
Nalindog Elem. SLY	15	16	48	15	11	14	7	128						768				
Stingay Elem. SLY	27	36	31	60	25	38	-	219						1,314				
San Miguel Central Elem. School	75	30	28	15	6	-	-	154						924				
San Roque Elem. School	30	37	20	10	-	-	-	97						582				
Tamboran Elem. School	21	23	25	10	10	4	1	94						564				
Tubod ESS I	15	18	45	12	-	-	-	90						540				
								1,761						10,566				
San Agustin															San Agustin District Office, San Agustin CES/ Sto. Nino ES, San Agustin, SDS	Nena Lamela Luena Campos/ Emma Antonabo	0946396062 / 0946199335 / 09502174839	
San Miguel 1															San Miguel 1 District Office, Poblacion San Miguel, SDS	Jenel Espinal/ Mylene Habosa	0906336940 / 09395104278	



LIST OF BENEFICIARIES & DROP-OFF POINTS FOR MILKY BUNS
 Delivered in a Weekly Basis | Delivery Schedule: Monday - Wednesday

Municipality/District	Schools	No. of Beneficiaries per Grade Level											Total No. of Milky Buns to be delivered per week	Total No. of Milky Buns to be delivered in 6 weeks	Drop-Off Points Complete Address	Focal Persons to contact	Contact Number
		KINDER															
		Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6										
Tago 2	Adley Primary School	50	9	6	6	7	5	-	-	-	-	-	83	488	Tago 2 District Office, Brgy. Gumut, Tago, SDS	Joan Cynille Waling-Josy	9203399306
	Alva Elem. School	48	6	4	4	2	1	-	-	-	-	-	69	414			
	Arakhao Elem. ES	17	3	-	-	-	-	-	-	-	-	-	20	120			
	Babang Elem. School	22	7	5	7	4	2	1	-	-	-	-	48	288			
	Caglagiao Elem. School	18	5	5	2	2	2	-	-	-	-	-	35	216			
	Cagyang Elem. School	23	4	2	2	2	2	-	-	-	-	-	36	210			
	Gumut Central Elem. School	46	12	3	4	3	5	3	7	6	4	5	66	456			
	Kanabiguan Elem. School	50	3	4	4	3	3	1	1	6	3	1	39	399			
	Linday Elem. School	21	6	7	2	4	3	2	-	-	-	-	31	186			
	Uyuan Elem. School	27	6	7	2	4	3	2	-	-	-	-	31	186			
	Arakhao Brgy. Elem. School	26	6	4	4	4	3	2	-	-	-	-	47	282			
	Balsonga Primary School	12	13	12	-	-	-	-	-	-	-	-	37	222			
	Bangsud Integrated School	22	7	5	5	4	2	2	2	2	2	2	47	282			
	Caras-an Elem. School	15	5	5	4	3	3	1	1	3	3	1	36	216			
	Larog Elem. School	23	5	4	3	3	3	1	1	4	0	-	40	240			
	Linday Elem. School	23	8	5	5	5	4	4	4	3	5	2	52	312			
	Madrill PPS (extension)	19	5	5	5	5	5	5	4	4	4	4	48	288			
	Barobo Central Elem. School	122	30	14	14	12	10	5	20	20	18	10	152	912			
	Barobo Central ES	15	3	4	4	3	2	2	2	2	2	2	23	138			
	Ararung ES	15	4	2	2	3	2	3	3	3	3	3	33	198			
	Cabacuyan ES	21	14	-	-	-	-	-	-	-	-	-	35	210			
	Causwagon ES	4	4	4	4	4	4	4	4	4	4	4	48	288			
	Dughan ES	35	10	1	3	2	2	2	1	5	4	2	54	324			
	Gurinhainan ES	25	18	10	10	9	8	5	8	5	8	5	85	510			
	Gumut ES	45	7	6	7	4	4	4	4	4	4	4	77	462			
	Javier ES	23	13	13	12	10	7	5	8	3	3	3	83	498			
	Lugon ES	6	-	-	-	-	-	-	-	-	-	-	6	36			
	Magap ES	6	-	-	-	-	-	-	-	-	-	-	6	36			
	Maribog ES	15	18	2	4	5	2	1	1	4	7	4	47	282			
	Morog ES	7	5	4	4	5	2	4	4	3	1	1	47	282			
	Nuevo Paraiso ES	23	5	4	4	5	2	4	4	4	4	4	31	186			
	San Roque ES	20	13	8	8	5	2	4	4	4	4	4	60	360			
	Undiad ES	16	2	2	2	4	3	1	1	1	1	1	29	174			
Tambis CES	83	8	6	1	2	2	2	5	10	7	5	107	642				
Amegle ES	48	8	10	10	9	8	5	10	8	5	10	108	648				
Bali ES	20	10	8	7	5	2	1	2	2	2	2	35	210				
Barobo ES	38	13	5	4	1	1	1	1	1	1	1	26	156				
Uyuan ES	38	13	5	4	1	1	1	1	1	1	1	26	156				
Duyuan ES	76	38	23	10	7	8	11	17	14	11	11	174	1,044				
Knayan ES (Drop-off point is Barobo 1)	39	3	6	6	1	4	3	6	2	6	1	45	270				
Knayan ES (Drop-off point is Barobo 1)	11	10	9	6	2	6	1	4	5	1	4	59	354				
Mame ES	59	-	-	-	-	-	-	-	-	-	-	59	354				
Rozal ES (Drop-off point is Barobo 1)	23	17	8	8	5	4	4	4	4	4	4	69	414				
San Vicente ES	4	1	-	1	1	1	-	1	1	1	-	8	48				
Sua ES	27	5	4	4	3	3	3	3	3	3	3	49	294				
Barobo 2	Barobo 2 District Office, Tambis CES, Tambis, SDS												980	5,880	Barobo 2 District Office, Tambis CES, Tambis, SDS	Vanessa Namani Jamila Isaga / Ferdinand Onlandia	09178276402/09699214091/0607199372



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Municipality/District	Schools	No. of Beneficiaries per Grade Level											Total No. of Milky Buns to be delivered per week	Total No. of Milky Buns to be delivered in 6 weeks	Drop-Off Points Complete Address	Focal Persons to contact	Contact Number	
		Kindler	Gr 1	Gr 2	Gr 3	Gr 4	Gr 5	Gr 6										
Hinabuan North	Sulayan ES	10	4	2	1	1	1	1	1	1	1	1	1	1	108			
	Talisay Seaside ES (Drop-off point is Barobo 1)	63	20	16	24	18	16	16	16	16	16	16	16	16	1,050			
	Wakal ES (Drop-off point is Barobo 1)	66	21	16	24	18	16	16	16	16	16	16	16	16	1,278			
	Agasaban Primary School	7	6	3	3	3	3	3	3	3	3	3	3	3	20			9214255199
	Baculin Integrated School	37	10	5	5	5	5	5	5	5	5	5	5	5	360			
	Cacawan Elem School	2	5	1	2	2	2	2	2	2	2	2	2	2	132			
	Cambaling Elem. School	38	10	5	5	5	5	5	5	5	5	5	5	5	360			
	Campa Elem. School	19	10	6	5	5	5	5	5	5	5	5	5	5	330			
	Dreamland Primary School	7	13	7	7	6	3	3	3	3	3	3	3	3	270			
	Engel Elem. School	10	10	10	10	10	10	10	10	10	10	10	10	10	600			
	Hinabuan North CES	61	18	10	10	9	9	9	9	9	9	9	9	9	684			
	Phibau Elem. School	3	7	2	2	2	2	2	2	2	2	2	2	2	150			
	Podol Elem. School	15	10	5	5	5	5	5	5	5	5	5	5	5	300			
	Porlamon Elem. School	29	10	6	5	5	5	5	5	5	5	5	5	5	360			
	Sto. Nilo elem. School	31	7	5	5	5	5	5	5	5	5	5	5	5	330			
	Talisay Elem. School	47	5	5	5	5	5	5	5	5	5	5	5	5	691			
	Aloha Elem. School	19	5	5	5	5	5	5	5	5	5	5	5	5	330			
	Bahuegan Elem. School	15	6	5	5	5	5	5	5	5	5	5	5	5	330			
	Balibisan Elem. School	13	6	5	5	5	5	5	5	5	5	5	5	5	330			
	Hinabuan North Integrated Elem. School	130	17	9	8	8	8	8	8	8	8	8	8	8	1,044			
Irazal Elem. School	12	5	2	1	1	1	1	1	1	1	1	1	1	138				
Loyola Elem. School	36	1	1	1	1	1	1	1	1	1	1	1	1	252				
San Juan Elem. School	38	2	2	1	1	1	1	1	1	1	1	1	1	270				
Sasa Elem. School	17	5	5	5	5	5	5	5	5	5	5	5	5	186				
Talib Elem. School	23	2	2	1	1	1	1	1	1	1	1	1	1	174				
Tanuan Integrated School	12	1	1	1	1	1	1	1	1	1	1	1	1	90				
Thaman Elem. School	67	8	2	2	2	2	2	2	2	2	2	2	2	486				
Uyuan Elem. School	17	5	5	5	5	5	5	5	5	5	5	5	5	330				
Wakal Elem. School	12	5	5	5	5	5	5	5	5	5	5	5	5	330				
Bingocanan Integrated School	40	4	5	2	4	9	2	5	6	6	6	6	6	386				
Dugmanon Elem. School	35	8	9	7	6	11	5	6	6	6	6	6	6	324				
Kape Elem. School	3	3	7	7	3	3	3	3	3	3	3	3	3	76				
Mahayagay Primary School	4	9	10	8	5	4	4	4	4	4	4	4	4	138				
Malgaya Elem. School	13	8	8	5	5	4	4	4	4	4	4	4	4	258				
Ro Elem. School	14	4	1	1	1	1	1	1	1	1	1	1	1	132				
Rocky Elem. School	3	2	1	1	1	1	1	1	1	1	1	1	1	120				
San Juan Elem. School	8	2	1	3	3	3	3	3	3	3	3	3	3	121				
San Juan Elem. School	17	6	16	16	16	16	16	16	16	16	16	16	16	216				
Tagasaka West Central Elem. School	40	2	12	1	4	4	4	4	4	4	4	4	4	408				
Tababobanga Elem. School	12	4	3	1	2	4	4	4	4	4	4	4	4	156				
Urabangan Elem. School	7	3	2	3	4	4	4	4	4	4	4	4	4	114				
Haguriman PS	7	4	1	2	5	1	1	1	1	1	1	1	1	126				
Hemidang PS	3	8	2	4	6	5	5	5	5	5	5	5	5	162				
Hinabuan Elem. School	19	24	16	12	12	12	12	12	12	12	12	12	12	426				
Hinabuan West	Hinabuan West District, Tagasaka, Hinabuan, SDS													3,466			06097541156/05035148722	
	Maricar Rita Bambisal Emyln Naupah																	
Lingig 1	Lingig 1 District Office, Pobacion, Lingig, SDS													2,946			09216384764/05096467163	
	Marjoe Aparre Audrey Rose Brojes																	



Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

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

LOT	Specifications	Statement of Compliance
	<p>Milky Bun</p> <p>Serving size: at least 120g</p> <p>Quality: Bread received in good condition, not expired, no signs of mold, no foul smell and soft in texture</p> <p>Packaging: Individually packed in food-grade plastic pouches or 1 pouch for the number of feeding days. The packaging must clearly and readably indicate Manufacturing Date and the Expiration Date, including the nutritional contents. An imprinted sign per pack which indicates "DepEd-SBFP, NOT FOR SALE"</p> <p>Expiration: Expiration date should be at least 5 days from the date of delivery</p> <p>Nutritional Content: Energy – 370-500 kcal Protein – 13-16 g Calcium – 648-810 mg Iron - 9-11 mg Vit. A - 243-304 ug Potassium - 236-295 mg Zinc - 3-4 mg</p>	

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

- (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
- (j) Certification from the Bureau of Food and Drugs (BFAD), Department of Science and Technology – Food and Nutrition Research Institute (DOST-FNRI).

Financial Documents

- (k) 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**
- (l) 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

- (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.

II. FINANCIAL COMPONENT ENVELOPE

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

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

- (p) *[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.
- (q) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

