



NATIONAL AUTHORITY FOR CHILD CARE

No. 2 Chicago Street corner Ermin Garcia Streets,
Brgy. Pinagkaisahan, Quezon City, Metro Manila
(632) 8726-4568; 8721-9711

BIDDING DOCUMENTS

PROVISION OF COURIER SERVICES FOR THE NATIONAL AUTHORITY (NACC & RACCOS) LUZON, VISAYAS, MINDANAO CY 2024

Government of the Republic of the Philippines

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission,*” should be furnished in the Instructions to Bidders, Bid Data

Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



National Authority for Child Care (NACC)

4th Floor #2 Chicago cor. Ermin Garcia st.,
Brgy. Pinagkaisahan, Quezon City, Metro-Manila
Email. adoption@nacc.gov.ph
Website: nacc.gov.ph

PROVISION OF COURIER SERVICE FOR THE NATIONAL AUTHORITY FOR CHILD CARE (NACC) AND RACCOS LUZON VISAYAS MINDANAO

1. The **National Authority for Child Care** through the *GAA2024* intends to apply the sum of ***One Million Five hundred forty Thousand Pesos only (PhP 1,540,000.00)*** being the ABC to payments under the contract for ***ITB 2024-02-04***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **National Authority for Child Care** now invites bids for the above Procurement Project. Delivery of the Goods is required by *procurement of the above-captioned project*. Bidders should have completed, *within three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
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.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the ***National Authority for Child Care*** and inspect the Bidding Documents at the address given below from ***08:00am-05:00pm, Monday – Friday***.
5. A complete set of Bidding Documents with an applicable fee of **PhP 5,000.00** may be acquired by interested Bidders from **February 12 to March 5, 2024** from the given address and website(s) below. The Procuring Entity shall require the bidder to present its proof of payment for the fees in person.

The bidding documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **National Authority for Child Care** will hold a **Pre-Bid Conference¹ on February 20, 2024, 10:00 A.M.** at the Sen. Pia S. Cayetano Multi-Purpose Hall, 5th Floor, NACC New Building, No. 2 Chicago corner Ermin Garcia Street, Brgy. Pinagkaisahan, Quezon City, Metro-Manila.
7. Bids must be duly received by the BAC Secretariat through (i) **manual submission** at the office address indicated below, on or before **10:00 am on March 5, 2024**. 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 March 5, 2024 10:00AM** at Sen. Pia S. Cayetano Multi-Purpose Hall, 5th Floor, NACC New Building, No. Chicago corner Ermin Garcia Streets, Brgy. Pinagkaisahan, Quezon City, Metro-Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Likewise opening of Bids may be viewed through video conferencing. Zoom link will be provided on the date of opening of Bids.
10. The **National Authority for Child Care** 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:
 - **Mr. Ferdinand Marcelo**
Administrative Officer IV
Procurement Unit

4th Floor, NACC New Building
No. Chicago corner Ermin Garcia Streets,
Brgy. Pinagkaisahan, Quezon City, Metro Manila
Email: procurement@nacc.gov.ph
(632) 8726-4568; 8721-9711
12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.nacc.gov.ph/>

[Date of Issue]

GINA C. ESCALANTE
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Authority for Child Care* wishes to receive Bids for the ***PROVISION OF COURIER SERVICE FOR THE NATIONAL AUTHORITY FOR CHILD CARE (NACC) AND RACCOS LUZON VISAYAS MINDANAO*** at NACC New Building, #2 Chicago Street cor Ermin Garcia Street, Brgy. Pinagkaisahan, Quezon City, Metro-Manila under a Framework Agreement, with identification number.

The Procurement Project (referred to herein as “Project”) are composed ***PROVISION OF COURIER SERVICE FOR THE NATIONAL AUTHORITY FOR CHILD CARE (NACC) AND RACCOS LUZON VISAYAS MINDANAO*** 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 2024 in the amount of ***One Million Five hundred forty Thousand Pesos only (PhP 1,540,000.00).***

2.2. The source of funding is:

a. General Appropriations Act (GAA) 2024

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2 Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. 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.

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:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at Sen. Pia S. Cayetano Multi-Purpose Hall, 5th Floor, NACC New Building, No. 2 Chicago corner Ermin Garcia Street, Brgy. Pinagkaisahan, Quezon City, Metro-Manila.

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)**.
- 10.1. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.2. 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

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

13. Bid and Payment Currencies

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

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **July 17, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

One Project having several items grouped into one lot 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <i>a. Courier Service</i>
7.1	<i>Not applicable</i>
12	The price of the Goods shall be quoted DDP <i>National Authority for Child Care</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than <u>Php 30,800.00</u> (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 <u>Php 77,000.00</u> (5%) if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid: 1st copy- marked as 'ORIGINAL'; 2nd copy- marked as 'COPY 1'; 3rd copy- marked as 'COPY 2'.
19.3	<i>The ABC is One Million Five hundred forty Thousand Pesos only (PhP 1,540,000.00). Any bid with a financial component exceeding this amount shall not be accepted.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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

GCC Clause	
	<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>Scope of Services</p> <p>The Service Provider shall provide courier services for the NACC. To this end, it shall perform the following functions and responsibilities:</p> <p>Door-to-door collection and delivery of documents. Service Provider representatives must pick-up the parcels from the NACC and RACCOS office and deliver documents to the specified address.</p> <p>Must have an assigned servicing branch and at least one (1) alternate branch to execute the terms in the contract agreement between PCC and the Service Provider. If both the main and alternate branches are unavailable, the Service Provider must immediately endorse the NACC / RACCOS to another servicing branch with the same terms as stated in the contract.</p> <p>Ensure on-time delivery of mails and documents in all cities and municipalities covered by the Service Provider within the National Capital Region, Luzon, Visayas, and Mindanao, based on the schedule of requirements issued by the Records Unit of the NACC/RACCOS.</p> <p>Provide real time mobile or online document tracking system and should have an assigned point person that will handle the account and all the necessary transactions of the NACC/RACCOS with the courier Service Provider.</p> <p>Submit a duly signed certified true and correct monthly summary report and/or Proof of Deliveries (PODs) or other forms of verification not later than ten (10) working days after the end of every month. Delivery of PODs or other forms of verification to NACC shall incur no additional charges. The veracity of the information stated in the summary of the PODs shall be duly certified by the Head of the Service Provider or its authorized representative.</p> <p>Undertake at least two (2) attempts to deliver the mails and documents coursed through it. If undelivered after the first attempt, the Service Provider shall immediately notify the NACC / RACCOS and wait for its instructions. The NACC / RACCOS may then modify the delivery details (e.g. different floor/unit but same building, or different recipient but same address, etc.) to aid in the second attempt to deliver the documents, without additional cost unless such modification resulted to a new delivery address. If it remains undelivered, the Service Provider shall return the documents to the PCC, stating a justifiable</p>

reason and proof for non-delivery thereof. If unable to return the undelivered parcels/return to sender (RTS) mails to NACC / RACCOS, the Service Provider must submit a notarized affidavit of loss. Said items shall also be deducted from the Statement of Account (SOA).

The delivery schedule or schedule of requirements provided below may be modified anytime at the option of the NACC, provided that the Service Provider be given notice of such modification one (1) week prior to the effectivity of the modification.

Delivery Schedule / Schedule of Requirements

Area of Distribution

Expected Delivery Date

Metro Manila (NCR)

To be delivered within two (2) days upon receipt of the documents from the Records Section.

Daily pick up time is 3:00 P.M

Luzon

To be delivered within five (5) working days upon receipt of the documents from the Records Section.

Daily pick up time is 3:00 P.M.

Visayas

To be delivered within ten (10) working days upon receipt of the documents from the Records Section.

Daily pick up time is 3:00 P.M.

Mindanao

To be delivered within ten (10) working days upon receipt of the documents from the Records Section.

Daily pick up time is 3:00 P.M.

The Statement of Account (SOA) to be issued by the Service Provider to NACC should be based on the actual number of deliveries made per month. In case of delivery to remote areas, additional fees may be charged accordingly. For parcels that will exceed the legal size envelope and/or contain materials other

than documents, necessary fees may also be charged accordingly.

The Service Provider must attach to its bid the filled-out forms in Annexes A and B of this TOR and submit pertinent supporting documents

III. Minimum Qualifications

The Service Provider must have a respectable track record in nationwide courier services and must have been in the same business for at least three years attested by previous or current clients through the submission of Certificates of Satisfactory Services Rendered or any other similar document issued to it.

The Service Provider must have completed at least two similar contracts with another Philippine government agency/ies for the past three years, submitting to NACC a copy or proof of such;

The Service Provider must offer domestic courier services, submitting to NACC a proof of such;

The Service Provider must have several branches nationwide, submitting to NACC a proof of such;

The Service Provider must have a real time mobile or online document tracking system, submitting to NACC a proof of such;

The Service Provider should have an assigned point person that will handle the account and all the necessary transactions of the NACC with the courier Service Provider; submitting to NACC a copy of his/her government-issued identification card and company employee ID.

IV. Contract Duration

The contract shall be for a period of twelve (12) months to begin from March 1, 2024 to February 28, 2025, subject to the approval of the 2024 General Appropriations Act and receipt of the Notice to Proceed.

V. Approved Budget for the Contract and Mode of Procurement

The Approved Budget for the Contract is One Million Five Hundred Forty Thousand Pesos (Php 1,540,000.00), inclusive of all applicable government taxes, service charges, and other additional fees for delivery to remote areas subject to the usual budgeting, accounting and auditing rules and regulations.

The project will be procured through Negotiated Procurement and will be awarded and contracted by lot.

VI. Payment Scheme

The NACC shall pay the Service Provider on a monthly basis within fifteen (15) days upon receipt of the SOA or billing statement of a given period, duly certified true and correct monthly report and/or Proof of Deliveries (PODs) or other forms of verification that the recipients have received their packages, and

a Certificate of Satisfactory Service Rendered issued by the NACC. Should there be undelivered parcels/ Return-To-Sender (RTS) mails, the same should be completely delivered to NACC prior to processing of payment. In case of lost or unlocated parcels, the Service Provider shall provide a notarized affidavit of loss and the same must be deducted from the SOA. The NACC may hold the processing of payment for failure to submit the complete documentary requirements stated above

VII. Liquidated Damages

In case of delay in the delivery of expected service, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (1/10 of 1% or 0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the NACC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

VIII. Dispute Resolution

Should there be any dispute related to the contract and/or rights of the parties, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is

- **Mr. Ferdinand Marcelo**
Administrative Officer IV
Procurement Unit
4th floor, NACC New Building,
#2 Chicago Street cor. Ermin Garcia Street,
Brgy. Pinagkaisahan, Quezon City, Metro-Manila
Email: procurement@nacc.gov.ph
(632) 8726-4568; 8721-9711

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>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> <ul 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
	<ul 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.
4	<p>Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.</p>

Section VI. Schedule of Requirements

Delivery Schedule / Schedule of Requirements

Area of Distribution	Expected Delivery Date
Metro Manila (NCR)	To be delivered within two (2) days upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M</i>
Luzon	To be delivered within five (5) working days upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M.</i>
Visayas	To be delivered within ten (10) working days upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M.</i>
Mindanao	To be delivered within ten (10) working days upon receipt of the documents from the Records Section. <i>Daily pick up time is 3:00 P.M.</i>

Section VII. Technical Specifications

No.	Lot No	Description	Qty.	Unit Cost	Total ABC (Php)
1	Lot 1	The Service Provider must have a respectable track record in nationwide and international courier services and must have been in the same business for at least three years attested by previous or current clients through the submission of Certificates of Satisfactory Services Rendered or any other similar document issued to it.			P1,540,000.00
2		The Service Provider must have completed at least two similar contracts with another Philippine government agency/ies for the past three years, submitting to NACC a copy or proof of such.			
3		The Service Provider must offer domestic courier service, submitting to NACC a proof of such.			
4		The Service Provider must have several branches nationwide, submitting to NACC a proof of such.			
5		The Service Provider should have an assigned point person that will handle the account and all the necessary transactions of the NACC with the courier Service Provider; submitting to NACC a copy of his/her government-issued identification card and company employee ID.			

6		The Service Provider must have an assigned servicing branch and at least one (1) alternate branch to execute the terms in the contract agreement between NACC and the Service Provider. If both the main and alternate branches are unavailable, the Service Provider must immediately endorse the NACC to another servicing branch with the same terms as stated in the contract			
7		The Service Provider must have the capacity to accomplish the following:			
8		a) Door-to-door collection and delivery of documents. Service Provider representative must pick up the parcel from the NACC office and deliver documents to specified address.			
9		b) Deliver to the following locations: all provinces, cities, municipalities and barangays in NCR, Luzon, Visayas, Mindanao, and international destinations.			
10		c) Ensure on-time delivery of mails and documents specified in the Terms of Reference.			
11		d) The Service Provider must have a real time mobile or online document tracking system, submitting to NACC a proof of such.			
12		e) Submit a duly signed certified true and correct monthly summary report and/or Proof of Deliveries (PODs) or other forms of verification not later than ten (10) working days after the end of every month. Delivery of PODs or other forms of verification to PCC shall incur no additional charges. The veracity of the information stated in the summary of the PODs shall be duly certified by the Head of the Service Provider or its authorized representative.			

		f) Provide a pouch for packaging of parcels.			
13		Undertake at least two (2) attempts to deliver the mails and documents coursed through it. If undelivered after the first attempt, the Service Provider shall immediately notify the NACC and wait for its instructions. The NACC/RACCOs may then modify the delivery details (e.g. different floor/unit but same building, or different recipient but same address, etc.) to aid in the second attempt to deliver the documents, without additional cost unless such modification resulted to a new delivery address. If it remains undelivered, the Service Provider shall return the documents to the NACC/RACCOs, stating a justifiable reason and proof for non-delivery thereof. If unable to return the undelivered parcels to NACC/RACCOs, the Service Provider must submit a notarized affidavit of loss, Said item shall also be deducted from the SOA.			
14		h) Comply with the delivery schedule or schedule of requirements.			
15		The Statement of Account (SOA) to be issued by the Service Provider to PCC should be based on the actual number of deliveries made per month . In case of delivery to remote areas, additional fees may be charged accordingly. For parcels that will exceed the legal-size envelope and/or contain materials other than documents, necessary fees may also be charged accordingly. Additional requirements: -Supplier must have an existing /physical office facility.			

Area of Distribution	Estimated Number of Parcels*			Estimated Price per unit/parcel**			Total Estimated Price		
	Letter Size Envelope	A4 Size Envelope	Legal Size Envelope	Letter Size Envelope	A4 Size Envelope	Legal Size Envelope	Letter Size Envelope	A4 Size Envelope	Legal Size Envelope
Metro Manila (NCR)	300	1234	1000						
Luzon	100	600	500						
Visayas	100	100	500						
Mindanao	100	100	500						
Total	600	2034	2500						
Total Estimated Lot	5,134								

* Specified quantities are indicative numbers and for bidding purposes only.

20.1

The LCB shall submit three (3) sets of true copies of the original certified as such by the bidder or his duly authorized signatory within a non-extendible period of five (5) calendar days from receipt of the notification arranged, numbered and tabbed as enumerated below:

(a) Latest Annual Tax Return filed thru Electronic Filing and Payment Systems (EFPS) and must be duly validated with the tax payments made thereon for the preceding Tax Year be it on a calendar or fiscal year income (per Revenue Regulations 3-2005);

(b) Latest Business Tax Return filed thru Electronic Filing and Payment System (EFPS) duly validated with the tax payments made thereon also refers to the Value Added Tax (VAT) or Percentage Tax Returns covering the previous six (6) months (per Revenue Regulations 3-2005);

The latest income and business tax returns are those within the last six months preceding the date of bid submission

(c) Articles of Incorporation and General Information Sheet (GIS), in case the Bidder has submitted a SEC registration as part of the Eligibility Documents, if applicable; and

(d) Valid and current Certificate of PhilGEPS Registration and Membership – Platinum (In the event the bidder opted to submit only the Class “A” Eligibility Documents (Pursuant to GPPB Circular 07-2017 dated 31 July 2017).

Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.

NOTE:

1) In case of a JVA, each joint venture partners shall submit the above-cited Post-qualification Documentary Requirements (GPPB NPM 006-2010 dated 04 February 2010).

2) As the possible Single/Lowest Calculated Responsive Bidder (S/LCRB), please provide the COBAC – B, soft copy in “Word” and in PDF the Technical Specifications you submitted during the Submission and Opening of Bids for the above-cited procurement project.

	<i>3) All submitted documents during the Submission and Opening of Bids (original and the two (2) copies) by the S/LCB must be true copies of the original certified as such by the Bidder's duly authorized signatory</i>
20.2	No further instructions.
21.2	No further instructions.

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (**Platinum Membership**) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

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

Financial Documents

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

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

III. ADDITIONAL DOCUMENTARY REQUIREMENTS TO BE ATTACHED IN THE TECHNICAL SPECIFICATIONS FORM:

- (a) Warranty Certificate
- (b) Certificate of After Sales Service and Parts;
- (c) After Support within one (1) year / Certification of Availability of Parts
- (d) The bidder shall submit any of the following whichever is applicable:
 1. If the bidder is the manufacturer, certify that the bidder manufactures the products/items; or
 2. If the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items, Certificate or Contract from the manufacturer must be provided as proof that the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items; or
 3. If the bidder is an agent of the exclusive distributor or dealer, the following must be provided:
 - i. Certificate or Distributor/Dealership Agreement by the Manufacturer with the distributor or dealer; and
 - ii. Contract between the distributor/dealer and the bidder.
- (e) Original Brochure or downloaded from the internet, other manufacturer's un-amended sales literature, unconditional statements of the specifications and compliance issued by the manufacturer, samples, independent test data etc, as appropriate for cross referencing statement of the compliance to what is indicated in the 2nd page of Section VIII: Technical Specifications of the Bidding Document;
- (f) Certification that this product should still be available in the market for the next three (3) years.
- (g) Sworn Statement *using the prescribed form*

Original Technical Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address : _____
(Address of Bidder)

Project : _____

Bid Ref No : _____
ABC : _____

DO NOT OPEN BEFORE: DATE AND TIME OF BID OPENING

Copy 1 Technical Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address : _____
(Address of Bidder)

Project : _____

Bid Ref No : _____
ABC : _____

DO NOT OPEN BEFORE: DATE AND TIME OF BID OPENING

Copy 2 Technical Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address : _____
(Address of Bidder)

Project : _____

Bid Ref No : _____
ABC : _____

DO NOT OPEN BEFORE: DATE AND TIME OF BID OPENING

Technical Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address : _____
(Address of Bidder)

Project : _____

Bid Ref No : _____
ABC : _____

DO NOT OPEN BEFORE TIME OF BID OPENING

SEALED AND SIGNED

DO NOT OPEN
(DATE AND TIME OF OPENING)

SEALED AND SIGNED

Original Financial Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address : _____
(Address of Bidder)

Project : _____

Bid Ref No : _____
ABC : _____

DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING

Copy 1 Financial Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address : _____
(Address of Bidder)

Project : _____

Bid Ref No : _____
ABC : _____

DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING

Copy 2 Financial Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address : _____
(Address of Bidder)

Project : _____

Bid Ref No : _____
ABC : _____

DO NOT OPEN BEFORE DATE AND TIME OF BID OPENING

Financial Component

TO : MS. GINA C. ESCALANTE
BAC Chairperson
Bids and Awards Committee

From : _____
(Name of Bidder)

Address : _____
(Address of Bidder)

Project : _____

Bid Ref No : _____
ABC : _____

DO NOT OPEN BEFORE TIME OF BID OPENING

SEALED AND SIGNED

DO NOT OPEN
(DATE AND TIME OF OPENING)

SEALED AND SIGNED

