BIDDING DOCUMENTS

PROCUREMENT OF MEALS FOR COVID-19 PATIENTS STAYING AT THE MUNICIPAL QUARANTINE FACILITY AND FOR OTHER OFFICIAL ACTIVITIES AND MEETING AT LGU LINGAYEN

Sixth Edition
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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 (IB)

Republic of the Philippines
Province of Pangasinan
MUNICIPALITY OF LINGAYEN

INVITATION TO BID FOR THE PROCUREMENT OF MEALS FOR COVID-19 PATIENTS STAYING AT THE MUNICIPAL QUARANTINE FACILITY AND FOR OTHER OFFICIALS ACTIVITIES AND MEETINGS AT LGU LINGAYEN

The *Local Government Unit(LGU) of Lingayen*, intends to apply the sum of *One Million Five Hundred Thousand Pesos only (P1,500,000.00)* being the ABC to pay for the **PROCUREMENT OF MEALS FOR COVID-19 PATIENTS STAYING AT THE MUNICIPAL QUARANTINE FACILITY AND FOR OTHER OFFICIALS ACTIVITIES AND MEETINGS AT LGU LINGAYEN** with Purchase Request No. 100-20-08-255A to be charged through the LGU's General Fund-MOOE. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Local Government Unit of Lingayen* **invites bids for the above Procurement Project. Delivery of Goods is required on the date of the event/activity specified in the Order Slip. The Supplier is required to supply the goods from September to December 2021 or until the Contract Price is used up, which ever comes first.** Bidders should have completed, within *three 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).

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.

Prospective Bidders may obtain further information from *BAC Office, Municipal Hall Building, Lingayen, Pangasinan* and inspect the Bidding Documents at the address given below during *8:00 in the morning to 5:00 in the afternoon Mondays to Fridays except holidays.*

A complete set of Bidding Documents may be acquired by interested Bidders starting *August 20, 2021 to September 16, 2021* from the BAC Office, Municipal Hall Building, Lingayen, Pangasinan *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P5,000.00) Only*. The Bidder or authorized representative shall present its proof of payment of fees personally to the BAC Office before the Bidding Documents will be released.

The *Local Government Unit of Lingayen* will hold a Pre-Bid Conference on September 2, *2021 9:30 in the morning* at *Municipal Conference Room, Municipal Hall Building, Lingayen, Pangasinan,* which may be attended by prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office Bids and Awards Committee, Local Government Unit of Lingayen, Municipal Hall, Lingayen, Pangasinan 2401, on or before 9:30 in the morning, *September 16, 2021*. Late bids shall not be accepted.

All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be at the Municipal Conference Hall, 2nd Floor, Municipal Hall Building, Lingayen, Pangasinan on *September 16, 2021, after the closing time of the submission of bids*. Bids will be opened in the presence of the bidders' representatives and observes who choose to attend the activity.

The *Local Government Unit of Lingayen* 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 Sections35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

ARNULFO S. BERNARDO
Head BAC Secretariat, Market Supervisor IV
Bids and Awards Committee
Local Government Unit of Lingayen
Lingayen, Pangasinan

You may visit the following websites:

For downloading of Bidding Documents:*www.lingayen.gov.ph*

August 19, 2021
[Date of Issue]

JOAN JUDE R. LOPEZ, LLB, MBM
BAC Chairperson, Mun. Civil Registrar

Section II. Instructions To Bidders(ITB)

1. Scope of Bid

The Procuring Entity, *Local Government Unit of Lingayen* wishes to receive Bids for the **PROCUREMENT OF MEALS FOR COVID-19 PATIENTS STAYING AT THE MUNICIPAL QUARANTINE FACILITY AND FOR OTHER OFFICIALS ACTIVITIES AND MEETINGS AT LGU LINGAYEN** with Purchase Request No. 100-20-08-255A

The Procurement Project (referred to herein as "Project") is composed of *five thousand (5,000) packs of meals (either breakfast, lunch or dinner)* the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The Local Government Unit of Lingayen through the source of funding as indicated below for *C.Y. 2021* in the amount of *one million five hundred thousand pesos (P1,500,000.00) only*

2.2. The source of funding is the *LGU's General Fund-MOOE*

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:

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.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Bidder's Responsibilities

6.1 The Bidder is responsible for the following:

(a) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

(b) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) .

(c) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(d) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

(e) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

(f) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;

6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

6.3 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

6.4 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.5 The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fees for the Bidding Documents at the office indicated in the Invitation to Bid.

7. 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.

8. Subcontracts

8.1 The Procuring Entity has prescribed that: Subcontracting is not allowed.

9. 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 as indicated in paragraph 7 of the **IB.**

10. 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.

Any Supplemental/Bid Bulletin issued by the BAC shall be posted in the PhilGEPS and website of the Procuring Entity (www.lingayen.gov.ph) and at any conspicuous place in the premises of the Procuring Entity. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC.

11. Documents comprising the Bid: Eligibility and Technical Components

11.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2 The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *Three Years* prior to the deadline for the submission and receipt of bids.

11.3 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.

12. Documents comprising the Bid: Financial Component

12.1 The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

12.2 Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

13. Bid Prices

13.1. 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 e.

14. Bid and Payment Currencies

14.1 Payment of the contract price shall be made in Philippine Pesos.

15. Bid Security

15.1 The Bidder shall submit any of the following form of Bid Security in the amount indicated in the **Bid Data Sheet (BDS)**, which shall be not less than the percentage of the ABC in accordance with the following schedule.

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

15.2 The Bid and bid security shall be valid until one hundred twenty (120) days from the date of Opening of Bids.

16. Sealing and Marking of Bids

Each Bidder shall submit one original copy and additional copy of the technical and financial components of its bid.

Bidders shall enclose the original copy of their technical documents in one long brown envelope marked "ORIGINAL – TECHNICAL DOCUMENTS", and shall do the same to the original copy of the financial components of their bid ; marked "ORIGINAL – FINANCIAL DOCUMENTS" on a long brown envelope as well. These two brown envelopes shall be sealed in a long brown envelope marked "**ORIGINAL BID**".

The other copy of the Technical and Financial Documents shall be similarly sealed on a long brown envelope duly marked as "COPY – TECHNICAL DOCUMENT" and "COPY – FINANCIAL DOCUMENT" enclosed in a long brown envelope marked "**COPY**".

The checklist of Technical and Financial Documents shall be attached on the back side (under the seal flap) of each long brown envelope.

All of the documents (original copy and the other copy) shall bear the signature or initials of the authorized representative on every page as proof of its authenticity.

These two long brown envelopes (ORIGINAL BID and COPY) shall now be enclosed in one final expanding envelope sealed with two-inch packaging tape with the signature of the bidder affixed atop the packaging tape as cognizance of its seal.

All envelopes (long brown and expanding) shall:

a.) contain the name of the contract to be bid in capital letters;
b.) bear the name and address of the bidder in capital letters;
c.) be addressed to the Procuring Entity's BAC as follows:

BIDS AND AWARDS COMMITTEE
LOCAL GOVERNMENT UNIT OF LINGAYEN
MUNICIPAL HALL, LINGAYEN, PANGASINAN 2401

d.) bear a warning "DO NOT OPEN BEFORE…" the date and time of the Opening of Bids written at the front upper right side of each envelope.

17. Deadline for Submission of Bids

16.1. The deadline of submission of Bids is on September 16, 2021 at exactly 9:30 in the morning. Only manual submission of Bids is allowed**.**

18. Opening and Preliminary Examination of Bids

18.1 The BAC shall open the Bids in public on September 16, 2021, after the closing time of the submission of bids at Municipal Conference Hall, 2nd Floor

Municipal Hall Building, Lingayen, Pangasinan. The Bidder's authorized representatives who are present shall sign a register evidencing their attendance.

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.

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

19. Domestic Preference

19.1. 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.

20. Detailed Evaluation and Comparison of Bids

20.1 The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

20.2 Partial Bid is not allowed in this project.

20.3 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.

20.4 The Project shall be awarded as One Project having several items that shall be awarded as one contract.

20.5 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.

21. Post-Qualification

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.

22. Signing of the Contract

22.1. 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(BDS)

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: *a. Catering services and/or delivery of meals and snacks* b. completed within three years prior to the deadline for the submission and receipt of bids.
7.1	*Not Applicable*
12	*Not Applicable*
14.1	The bid security shall be in the form of the following forms and amounts: a. The amount of not less than ten thousand pesos (P30,000.00) only (*2%) of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than seventy-five thousand pesos (P75,000.00) only (*5%) of ABC]* if bid security is in Surety Bond.
19.3	*One lot consisting of not less than five thousand (5,000) packs of meals (either breakfast, lunch or dinner)*
20.2	*Pertinent documents to be submitted by the winning supplier to the BAC Office before issuance of Notice of Award* *Philgeps Certificate, Mayor's Permit, Latest Income Tax and Business Tax Return, Tax Clearance.*
21.2	*[Not applicable*

Section IV. General Conditions of Contract (GCC)

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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 (SCC)

Special Conditions of Contract

GCC Clause	
	Delivery and Documents – "The delivery terms applicable to this Contract are delivered *once received and accepted by the requesting office.* Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative shall be the Municipal GSO and head of the respective offices mentioned in the Term of Reference. **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. free delivery of the goods b. The supplier shall dispose of the garbage and leftovers
	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. **Transportation –** The supplier shall deliver the goods at the designated place(s) of destination, ensuring at all times the freshness and quality of the goods to be delivered. The Procuring Entity accepts no liability for the damage of Goods during the transit.

2.2	*The Supplier must be paid within fifteen (15) days after every billing by the Supplier.*
4.	The inspections and tests that will be conducted are: *checking of quantity and food quality, technical specifications,*

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.

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

Item Number	Description	Quantity	ABC	Effectivity of the Contract
1.	Procurement of meals for COVID-19 patients staying at the Municipal Quarantine Facility and for other officials activities and meetings at LGU Lingayen meals (either breakfast, lunch or dinner) Breakfast – steamed or fried rice, four viands of any of the following: scrambled/sunny side up eggs, tocino, dried fish, beef tapa, processed meat product Lunch/Dinner – Steamed rice, three viands of any of the following-one vegetable/noodles, one pork/beef dish, one fish dish and one chicken dish Soup Dessert either sweets or fruits atleast 240ml canned juice or 300ml bottled fruit juice preferably locally produced Breakfast – coffee and/or chocolate drink and/or tea, juice	5,000 packs	P1,500,000.00	upon receipt of the Notice to Proceed and P.O

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	Procurement of meals for COVID-19 patients staying at the Municipal Quarantine Facility and for other officials activities and meetings at LGU Lingayen not less than 5,000 packs meals (either breakfast, lunch or dinner) Specifications: Breakfast – steamed or fried rice, four viands of any of the following: scrambled/sunny side up eggs, tocino, dried fish, beef tapa, processed meat product Lunch/Dinner – Steamed rice, three viands of any of the following-one vegetable/noodles, one pork/beef dish, one fish dish and one chicken dish Soup Dessert either sweets or fruits atleast 240ml canned juice or 300ml bottled fruit juice preferably locally produced Breakfast – coffee and/or chocolate drink and/or tea, juice	

TERMS OF REFERENCE

Procurement of Meals for COVID-19 patients staying at the Municipal Quarantine Facility and for other official activities and meetings at the LGU Lingayen

1. RATIONALE

The Municipality of Lingayen is a 1st Class Municipality in the province of Pangasinan. Being the capital town of the province, it aims to provide quality services and upholds the general welfare of its people through various projects and programs that will promote the general welfare of its constituents.

In order to efficiently and effectively carry-out its program/activities, the Municipality of Lingayen regularly conduct meetings/activities in order to address various concerns that affects the delivery of basic services. The said activities by every department concern are already predetermined based on their proposed programs and activities being conducted annually. In view of this, the municipality will procure catering services (meals and/or snacks)through framework agreement for more efficient procurement that will also result to improved facilitation of meetings.

2. GENERAL OBJECTIVE

The Municipality of Lingayen Bids and Awards Committee seeks to outsource for the procurement of catering services (delivery of meals) for CY 2021 meeting/activities through with the following objectives:

1. To ensure that the conduct of the meetings/activities is efficient in terms of food services; and
2. To facilitate timely procurement for the meals for the CY 2021 meetings/activities.

3. SCOPE OF WORK

The winning bidder shall provide catering services (meals) for the following CY 2021 Activities:

a. COVID-19 patients;
b. Various official activities and meetings

- The Procuring Entity shall provide the Supplier with an Order Slip specifying the event, date, time, number of attendees and type of goods required (whether breakfast, lunch or dinner) at least seven (7) calendar days before the scheduled event.

3. REPEAT ORDER

1. No Repeat Order for an item in the shall be allowed until after the procuring entity has exhausted the maximum quantity for the same item specified therein has expired, whichever comes first and subject to the conditions provided in Section 51 of RA No. 9184 and its revised IRR. For this purpose, the Repeat Order may only be availed of within six (6) months from the date of the last or final Call-Off for a specific item where the maximum quantity has been exhausted or from the expiration

2. In case Repeat Order is allowed and resorted to, the twenty-five percent (25%) maximum allowable quantity shall be based on the aggregate quantity of actual items ordered and delivered.

4. DISPUTE RESOLUTION:

A. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Lingayen, Pangasinan.

B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Lingayen, Pangasinan, to the exclusion of all other courts; and

C. Any amendment or additional terms and conditions to the Agreement and the Contract must be in writing, signed and acknowledged by the Parties.

5. GENDER AND DEVELOPMENT:

Municipality of Lingayen's commitment to mainstream Gender and Development concerns in all its programs and activities is considered in the Terms of Reference (TOR). The conduct of problem identification and activity design, women concerns and their possible positive/negative, immediate and long-term impact on women and children are considered. Both women and men are part in the crafting

of this TOR. This includes constraints and opportunities related to women and men's participation in decision making process for procurement-related activities. Gender-related information is considered in the design and content of this TOR. The activity is supportive of GAD initiative to address gender gaps and issues, specifically to have an equal opportunity for women and men in planning, implementation and monitoring of this procurement activity. The gender equality targets and indicators of this TOR are the following:

1. The crafting of this TOR is participated by men and women;

2. The conduct of this procurement planning, implementation and monitoring is delegated, regardless of gender.

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);
  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.

Financial Documents

- ☐ (j) The Supplier's audited financial statements, showing, among others, the

Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

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

Class "B" Documents

☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (n) Original of duly signed and accomplished Price Schedule(s).

Section IX. Bid Forms

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM Date :_____

To:[name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

a. To deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents(PBDs);

b. to provide a performance security in the form, amounts ,and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:
Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

_____
_____
_____
(if none, state "None")*]*

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

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

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

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

We acknowledge that failure to sign each and every page of this Bid Form ,including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:_____

Legal capacity:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of:_____

Date:_____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder_____Project ID No._____Page_of_____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country oforigin	Quantity	Unit price EXW per item	Transportation and allothercostsincidentaltodelivery,peritem	Sales andothertaxespayableifContractisawarded,per item	CostofIncidentalServices,ifapplicable,per item	TotalPrice,per unit (col5+6+7+8)	TotalPrice deliveredFinalDestination (col9) x (col4)

Name:_____

Legal Capacity:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of:_____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES
)CITY/MUNICIPALITYOF_____)
S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

6.[Select one, delete the rest:]

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

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

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

7. *[Name of Bidder]*complies with existing labor laws and standards; and

8. *[Name of Bidder]*is aware of and has undertaken the responsibilities as a Bidder incompliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;
   b. Acknowledgingallconditions,localorotherwise,affectingtheimplementationoftheContract;
   c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
   d. Inquiring or securing Supplemental/Bid Bulletin(s)issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise ,to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling(Estafa) or the commission of fraud withun faithfulness or abuse of confidence throughmis appropriating or converting any payment received by a person orentity under an obligation involving the duty to deliver certain goods or services,to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No.3815s. 1930,as amended, or the Revised Penal Code.**

IN WITNESSWHEREOF,I have here unto set my hand this_____day of_____, 20___at _____,Philippines.

[Insert NAME OF BIDDER ORITSAUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Republic of the Philippines
gppb
Government Procurement Policy Board