# BIDDING DOCUMENTS

## *PROCUREMENT OF REFRESHMENTS UNDERTAKEN THROUGH EARLY PROCUREMENT ACTIVITY*

MUNICIPALITY OF LINGAYEN

**Sixth Edition**
**July 2020**

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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 Nation

# *Section I. Invitation to Bid (IB)*

Republic of the Philippines
Province of Pangasinan
MUNICIPALITY OF LINGAYEN

## INVITATION TO BID FOR THE PROCUREMENT OF REFRESHMENTS UNDERTAKEN THROUGH EARLY PROCUREMENT ACTIVITY

The *Local Government Unit (LGU) of Lingayen,* intends to apply the sum of *one million pesos (P1,000,000.00) only* being the Approved Budget for the Contract (ABC) to pay for the ***PROCUREMENT OF REFRESHMENTS UNDERTAKEN THROUGH EARLY PROCUREMENT ACTIVITY*** with Purchase Request No. 100-24-12-910 to be charged through the General Fund- MOOE. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Local Government Unit of Lingayen* now invites bids for the above Procurement Project. Delivery of the Goods is required by thirty (30) calendar days . 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).

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, Monday to Friday except holidays.*

A complete set of Bidding Documents may be acquired starting *December 23, 2024- January 21, 2025* 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 One Thousand Pesos (P1,000.00) Only.* The Bidder or authorize representative shall present its proof of payment of fees personally to the BAC Office before Bidding Documents will be released.

The *Local Government Unit of Lingayen* will hold a Pre-Bid Conference on *January 8, 2025, 11:20 A.M.* at *Municipal Conference Room, Municipal Hall Building, Lingayen, Pangasinan.* Prospective bidders are highly encouraged to attend the Pre- Bid Conference.

Bids must be duly received by the BAC Secretariat through manual submission at the office of The Bids and Awards Committee, Local Government Unit of Lingayen, Municipal Hall,

Lingayen, Pangasinan 2401 on or before 9:00 in the morning, January 21, 2025. 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.

Thus, this Early Procurement shall be governed by the GPPB Circular No. 06-2019 dated July 17, 2019, which shall include, but not limited to the:

a. Rules and procedure of EPA:

The conduct of EPA from posting to recommendation of the BAC to the HoPE as to the award of the contract shall observe the mandatory timeliness set forth in the 2016 revised Implementing the Rules and Regulations (IRR) of Republic Act No. (RA) No. 9184, including the period for re-bidding which shall be within fifteen (15) days after each declaration of failure of bidding, which may be extended up to thirty (30) days upon approval of the HoPE.

b. Fixed price rule in procurement

No change shall be made on the Contract Price by reason of escalation in currency. Any adjustment in Contract Price shall be done in accordance with guidelines provided by law.

c. Extension of the bid validity and security

The validity of their bidder's bid securities shall be beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective. A change in the form of the bid security is allowed if this is made of prior to the expiration of the bid validity sought to be extended. If the bidder refuses to extend the bid validity, the Local Government Unit of Lingayen shall reject the bid submitted by said bidder.

d. Validity of the eligibility requirements must be confirmed prior to the award of contract.

e. Conditions of award:

i. Procurement Project undertaken through EPA may be awarded upon approval and effectivity of the appropriations ordinance, regardless of the posted ABC.

ii. If the amount authorized for a Procurement Project has been reduced, the Procuring Entity may still make an award if the contract price to be awarded is within the amount authorized in the appropriations ordinance regardless of the posted ABC.

iii. The Hope shall not award any Procurement Project if the amount therefore has been withdrawn or in the event the amount authorized in the appropriations ordinance is lower than the amount of contract to be awarded.

iv. In all instances, the HoPE has the authority to exercise the reservation clause under Section 41 of RA No. 9174, which grants the HoPE the right not to award the contract if, for any justifiable and reasonable ground, the award of the contract will not redound to the benefit of the government.

f. The date of earliest delivery period shall be thirty (30) days.

Bid opening shall be at the Municipal Conference Hall, 2nd Floor, Municipal Hall Building, Lingayen, Pangasinan on *January 21, 2025, after the closing time of the submission of bids.* Bids will be opened in the presence of the bidders' representatives and observers who choose to attend the activity.

The *Municipality 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:

SHARON S. SISON
BAC Secretary
LGU Lingayen
Municipal Hall Building
Lingayen, Pangasinan 2401

You may visit the following websites:

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

*December 23, 2024*
*[Date of Issue]*

**JOAN JUDE R. LOPEZ, LLB. MDM.**
*BAC Chairperson*

# *Section II. Instructions To Bidders(ITB)*

## 1. Scope of Bid

The Procuring Entity, *Municipality of Lingayen* wishes to receive Bids for the ***PROCUREMENT OF REFRESHMENTS UNDERTAKEN THROUGH EARLY PROCUREMENT ACTIVITY*** with Purchase Request No. 100-24-12-910.

The Procurement Project (referred to herein as "Project") is composed ***refreshments*** 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 *C.Y. 2025* in the amount of *One Million Pesos (P1,00,000.00) only*

2.2. The source of funding is:

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:

a. 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.

6.6 Interested Bidder/s line of business should be related to the item being procured.

6.7 The D.T.I., Mayor's Permit and BIR Certificate of Registration should be consistent with regards to the line of business for the particular procurement they are joining.

## 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 January 8, 2025, 11:20 A.M. at Municipal Conference Room, 2nd Floor Municipal Hall Building, Lingayen, Pangasinan 2401**.**

## 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) |
|---|---|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.<br><br>*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%) |
| (b) 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.<br><br>*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.* | |
| ( c)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 BID**".

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 properly marked and sealed with affixed signature of bidder.

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 side of each envelope.

## 17. Deadline for Submission of Bids

17.1. The deadline of submission of Bids is on January 21, 2025, at exactly 9:00 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 January 21, 2025, after the closing time of the submission of bids at Municipal Conference Hall, 2nd Floor Municipal Hall Building, Lingayen, Pangasinan. The Bidders authorized representatives who are present must present their Special Power of Attorney (SPA) to the BAC Secretariat and 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.
Subject to GPPB Circular No. 03-2012 dated August 17, 2012

## 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**.

.2. The winning bidder shall obtain a Mayor's Permit from the Municipality of Lingayen upon issuance of the Notice of Award and prior to the signing of the Contract.

# *Section III. Bid Data Sheet(BDS)*

# Bid Data Sheet

| ITB Clause | |
|---|---|
| 5.3 | For this purpose, contracts similar to the Project shall be:<br><br>a. Refreshments, food<br><br>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 any of the following forms and amounts:<br><br>a. The amount of not less than twenty thousand pesos (P20,000.00) only (*2%) of ABC]*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or<br><br>b. The amount of not less than fifty thousand pesos (P50,000.00) only (*5%) of ABC]* if bid security is in Surety Bond. |
| 19.3 | One lot consisting of Procurement of refreshments undertaken through Early Procurement Activity |
| | **14,000 pieces** Bottled water, 330ml |
| | **12,000 pieces** Instant coffee, 3-in-1, 7gram |
| | **14,000 pieces** Bottled juice drink, 350ml |
| | **150 packs** Tea, 100g, 100 tea bags/pack |
| | **1,000 packs** Biscuits, 25g, 24's |
| | **990 packs** Candies, assorted, 30's |
| | ----------nothing follows---------- |

| | |
|---|---|
| | with an Approved Budget for the Contract (ABC) of one million pesos (P1,000,000.00) only |
| 20.2 | *Pertinent documents to be submitted by the winning supplier to the BAC Office before issuance of Notice of Award*<br><br>*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 –**<br><br>"The delivery terms applicable to this Contract are delivered at *LGU-Lingayen, General Services Office.* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."<br><br>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). |
| | **Packaging –**<br><br>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.<br><br>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.<br><br>The outer packaging must be clearly marked on at least four (4) sides as follows:<br><br>Name of the Procuring Entity<br>Name of the Supplier<br>Contract Description<br>Final Destination<br>Gross weight<br>Any special lifting instructions<br>Any special handling instructions<br>Any relevant HAZCHEM classifications |

| | |
|---|---|
| | A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.<br><br>**Transportation –**<br><br>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.<br><br>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. |
| | Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.<br><br>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. |
| 2.2 | *The payment term shall be One-time payment. It shall be made after full delivery and acceptance of all goods indicated in the contract and submission of complete documentary requirements in accordance with prevailing accounting and auditing rules and regulations.* |
| 4 | The inspections and tests that will be conducted are: *checking of 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.

| Item Number | Description | Quantity | ABC | Delivered, Weeks/Months |
|---|---|---|---|---|
| | ***PROCUREMENT OF REFRESHMENTS UNDERTAKEN THROUGH EARLY PROCUREMENT ACTIVITY*** | | **P1,000,000.00** | Thirty (30) calendar days |
| 1 | Bottled water, 330ml | 14,000 pcs. | | |
| 2 | Instant coffee, 3-in-1, 7gram | 12,000 pcs. | | |
| 3 | Bottled juice drink, 350ml | 14,000 pcs. | | |
| 4 | Tea, 100g, 100 tea bags/pack | 150 packs | | |
| 5 | Biscuits, 25g, 24's | 1,000 packs | | |
| 6 | Candies, assorted, 30's | 990 packs | | |
| | ----------nothing follows---------- | | | |

# *Section VII. Technical Specifications*

## Technical Specifications

| Item | Specification | Statement of Compliance |
|---|---|---|
| | ***PROCUREMENT OF REFRESHMENTS UNDERTAKEN THROUGH EARLY PROCUREMENT ACTIVITY*** | |
| **1** | **14,000 pieces** Bottled water, 330ml | |
| **2** | **12,000 pieces** Instant coffee, 3-in-1, 7gram | |
| **3** | **14,000 pieces** Bottled juice drink, 350ml | |
| **4** | **150 packs** Tea, 100g, 100 tea bags/pack | |
| **5** | **1,000 packs** Biscuits, 25g, 24's | |
| **6** | **990 packs** Candies, assorted, 30's | |
| | ----------nothing follows---------- | |

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

Municipality of Lingayen
Name of the Procuring Entity

Name of the Contract :_____
BIDDER :_____

## Checklist of Technical Documents

| Member | Member | Member | Member | Member | Vice-Chairman | Chairman |
|---|---|---|---|---|---|---|

### I. TECHNICAL COMPONENT ENVELOPE

***Class "A" Documents***

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | (a) | Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **or** |
| | | | | | | | (a) | 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** |
| | | | | | | | (b) | 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** |
| | | | | | | | (c) | Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). |
| | | | | | | | (d) | 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** |
| | | | | | | | (e) | 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** |
| | | | | | | | (f) | Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**<br>Original copy of Notarized Bid Securing Declaration; **and** |
| | | | | | | | (g) | Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and** |
| | | | | | | | (h) | Original duly signed Omnibus Sworn Statement (OSS);<br>**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. |

(i) 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**

(j) 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***

(k) 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.

Municipality of Lingayen
Name of the Procuring Entity

Name of the Contract :_____
BIDDER :_____

# Checklist of Financial Documents

| Member | Member | Member | Member | Member | Vice-Chairman | Chairman |
|---|---|---|---|---|---|---|
| | | | | | | |

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).

**Remarks: ( ) Eligible ( ) Ineligible**

# *Section IX. Bid Forms*

## Bid Form for the Procurement of Goods

***[shall be submitted with the Bid]***

---

**BIDFORM** Date :_____

*To: Bids and Awards Committee*
*Local Government Unit of Lingayen*
*Municipal Hall Building,*
*Lingayen, Pangasinan, 2401*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which here is hereby duly acknowledged, we, the undersigned, offer to [supply/ deliver/ perform] [description of the Goods] inconformity 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 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 and added tax (VAT), (ii) income tax, (iii) local taxed, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bids accepted, we undertake:

a. To deliver the goods in accordance with the delivery schedules 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 a bid 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 agents 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:_____

# STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC)

| Name of Contract/ Location Projects Cost | a. Owner Name<br>b. Address<br>c. Telephone Nos. | Nature of Works | Contractor's Role | | a. Date Awarded<br>b. Date of Proceed<br>c. Date of Inspection<br>d. Contract Duration | Amount at Award |
|---|---|---|---|---|---|---|
| | | | Description | % | | |
| | | | | | | |
| | | | | | | |

Submitted By:

_____

(Printed Name & signature of Bidder's Authorized Representative)

Designation: Manager

# *Price Schedule for Goods Offered for Goods Offered from Within the Philippines*

***[shall be submitted with the Bid if bidders 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 of origin | Quantity | Unit price EXW per item | Transportation and all other costs incidentaltodelivery,peritem | Sales and other taxes payable if Contract is awarded ,per item | Cost of Incidental Services ,if applicable, per item | Total Price, per unit<br><br>(col5+6+7+8) | Total Price delivered Final Destination<br><br>(col9) x (col4) |
| | | | | | | | | | |

Name:

_____

Legal Capacity:

_____

Signature:

_____

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

# *Bid Securing Declaration Form*

***[shall be submitted with the Bid if bidder opts to provide this form of bid security]***

REPUBLIC OF THE PHILIPPINES)

CITY OF_____) S.S.

**BID SECURING DECLARATION**

**Project Title:** _____

To: *Bids and Awards Committee*
*Local Government Unit of Lingayen*
*Municipal Hall Building*
*Lingayen, Pangasinan, 2401*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
    c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this_day of *[month] [year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*
*[Insert signatory's legal capacity]*
Affiant

**[Jurat]**

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

# STATEMENT OF ALL ONGOING PROJECTS

| Name of Contract/Location Project Cost | a. Owner Name<br>b. Address<br>c. Telephone Nos. | Nature of works | Contractor's Role | | a. Date Awarded<br>b. Date of contract<br>c. Date of Proceed<br>d. Contract Duration | % of Accomplistment | | Value of Outstanding Works |
|---|---|---|---|---|---|---|---|---|
| | | | Description | % | | Planned | % | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | TOTAL---------- | | | |

(Printed Name & signature of Bidder's Authorized Representative)

Designation: Manager

# *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 residingat[Addressof 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 amthedulyauthorizedanddesignatedrepresentativeof[NameofBidder]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 powe rand 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,whichever 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 by relation, 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;

   Undersigned undertakes that it is compliant with all laws, rules, regulations, and orders of the national government or any of its departments, instrumentalities, agencies, and governing bodies. As such, the undersigned holds the Head of the Procuring Entity and the members of the Bids and Awards Committee and its secretariat free from any liability which might arise from the contractor's non-compliance with the laws, rules, regulations, and orders.

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 stockholders 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;

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

8. *[NameofBidder]*isawareofandhasundertakentheresponsibilitiesasaBidderincompliance with the Philippine Bidding Documents, which includes:

   a. Carefully examining all of the Bidding Documents;
   b. Acknowledging all conditions, local or otherwise,affecting the implementation of the Contract;
   c. Making an estimate of the facilities available and needed for the contract to be bid, if any;and
   d. InquiringorsecuringSupplemental/BidBulletin(s)issuedforthe*[NameoftheProject]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or other wise,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 per form or**

**deliver any of the obligations and undertakings in the contracts hall be sufficient grounds to constitute criminal liability for Swindling (Estafa) unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity 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,asamended,or Code.**

**IN WITNESS WHEREOF**,I have here unto set my hand this____day of_____, 20___at _____,Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*
*[Insert signatory's legal capacity]*
Affiant

## [Jurat]

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