



Republic of the Philippines
Province of Pampanga
MUNICIPALITY OF GUAGUA

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

Project Reference Number: LGU GUA 13-24

Project Name: Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD)

**Sixth Edition
July 2020**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations2

Section I. Invitation to Bid.....4

Section II. Instructions to Bidders.....5

1. Scope of Bid 6

2. Funding Information..... 6

3. Bidding Requirements 6

4. Corrupt, Fraudulent, Collusive, and Coercive Practices..... 6

5. Eligible Bidders..... 6

6. Origin of Goods 8

7. Subcontracts 8

8. Pre-Bid Conference 8

9. Clarification and Amendment of Bidding Documents 8

10. Documents comprising the Bid: Eligibility and Technical Components 8

11. Documents comprising the Bid: Financial Component 8

12. Bid Prices 9

13. Bid and Payment Currencies 9

14. Bid Security 9

15. Sealing and Marking of Bids10

16. Deadline for Submission of Bids10

17. Opening and Preliminary Examination of Bids 10

18. Domestic Preference 10

19. Detailed Evaluation and Comparison of Bids 10

20. Post-Qualification 11

21. Signing of the Contract 11

Section III. Bid Data Sheet12

Section IV. General Conditions of Contract.....14

1. Scope of Contract 15

2. Advance Payment and Terms of Payment 15

3. Performance Security 15

4. Inspection and Tests 15

5. Warranty 15

6. Liability of the Supplier 16

Section V. Special Conditions of Contract17

Section VI. Schedule of Requirements21

Section VII. Technical Specifications23

Section VIII. Checklist of Technical and Financial Documents25

Section IX. Other Bidding Forms.....27

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



Republic of the Philippines
Province of Pampanga
MUNICIPALITY OF GUAGUA

BIDS AND AWARDS COMMITTEE

INVITATION TO BID

May 31, 2024

1. The Municipality of Guagua, Province of Pampanga through its Bids and Awards Committee (BAC), invites Licensed Suppliers/ Manufacturers/ Distributors/ Trading/ Retailers to bid for the hereunder project:

| Name of Project | Funding Source | Approved Budget for the Contract (ABC) |
|--|--------------------------------|--|
| Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD) LGU GUA 13-24 | General Fund CY 2024 (SPA-GAD) | PhP 279,636.00 |

2. Bids received in excess of the ABC shall be automatically rejected at bid opening.
3. Delivery of the Goods is required within thirty (30) calendar days upon receipt of Notice to Proceed (NTP) and door to door delivery to the location/recipient. Bidders should have completed, within the last three (3) years from the date of submission and receipt of bids, a contract similar to the Project, the value of which must be at least 25% of the Approved Budget for the Contract (in the case of expendable supplies). The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criteria as specified in the Revised Implementing Rules and Regulations IRR of the Republic Act 9184, otherwise known as the “Government Procurement Reform Act”.

The Schedule of BAC activities is as follows;

| Activity | Date& Time | Venue |
|--------------------------------------|--|---|
| a. Availability of Bidding Documents | June 01, 2024 – June 25, 2024 8:00 AM – 5:00 PM | Office of the BAC Secretariat, 3 rd Floor Municipal Building, Guagua, Pampanga |
| b. Pre Bid Conference | June 10, 2024, 2:00 PM (Monday) | Municipal Auditorium, 4 th Floor, Municipal Building, Municipality of Guagua, Pampanga |
| c. Deadline for Submission of Bids | June 25, 2024, 2:00 PM | Municipal Auditorium, 4 th Floor, Municipal Building, Municipality of Guagua, Pampanga |
| d. Opening of Bids | June 25, 2024, 2:10 PM (Tuesday) | Municipal Auditorium, 4 th Floor, Municipal Building, Municipality of Guagua, Pampanga |

5. A complete set of Bidding Documents may be purchased by Interested Bidders from the Office of the BAC Secretariat, 3rd Floor, Municipal Building, Guagua, Pampanga upon submission of letter of authorization with valid company I.D. of the authorized representative and upon payment of non-refundable fee in the amount of **Five Hundred Pesos (PhP 500.00)** to the Office of the Municipal Treasurer, 1st Floor, Municipal Building, Guagua, Pampanga. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.
6. Bids must be delivered to the address stated on or before **June 25, 2024, (Tuesday) 2:00** in the afternoon. All bids must be accompanied by a Bid Security in any of the acceptable forms. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address stated. Late bids shall not be accepted.
7. The LGU Guagua, Pampanga reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
8. For further information, please refer to: Ilona G. Bansil at telephone number (045) 900-2391 or email at lgugua.bac@gmail.com.

(Sgd.)
ELSA P. PANTINO
BAC Chairperson

Noted by:

(Sgd.)
BENJAMIN L. LIM, JR.
Acting Municipal Mayor

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Municipality of Guagua** wishes to receive Bids for the project: ***Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD)*** with identification number ***LGU GUA 13-24***.

Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.

The Procurement Project: ***Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD)*** is composed of ***One Lot***, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The **Municipality of Guagua** through the source of funding as indicated below for ***General Fund CY 2024 (SPA-GAD)*** in the amount of ***Two Hundred Seventy Nine Thousand Six Hundred Thirty Six Pesos (PhP 279,636.00)***.

2.2. The source of funding is:

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

3. Bidding Requirements

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

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **Invitation to Bid (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.

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **Instruction to Bidders (ITB)** Clause 18.

7. Subcontracts

7.1. The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in **Paragraph 4 of the Invitation to Bid (IB)**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **Invitation to Bid (IB)**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **Instruction to Bidders (ITB)** Clause 5.3 should have been completed within [*Please refer to Paragraph 3 of the Invitation to Bid (IB)*] prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

- a. *Philippine Peso*

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 14.2. The Bid and bid security shall be valid until *120 calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit *One Original Copy and One Duplicate Copy (Copy 1)* of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 4 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 6 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 5.3 | For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. “Agricultural Products” b. Completed within <i>the last three (3) years</i> prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>Subcontracting is not allowed.</i> |
| 12 | The bid prices of the Goods shall be quoted in <i>Philippine Peso</i> . |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of the ABC</i>, 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 <i>five percent (5%) of the ABC</i> if bid security is in Surety Bond. |
| 19.3 | <i>Partial Bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and award of contract.</i> <i>One Project having several items that shall be awarded as one contract.</i> |
| 20.2 | <i>Licenses and permits relevant to the Project:</i> <ul style="list-style-type: none"> ○ <i>Valid DTI (for Sole Proprietorship)/ SEC (for Corporation) / CDA (for Cooperative) Registration</i> ○ <i>Valid and current Mayor’s permit/ municipal license from principal place of business</i> ○ <i>Valid Tax Clearance</i> ○ <i>Valid Certificate of PhilGEPS Registration (Platinum Membership)</i> ○ <i>BIR Registration Certification, which contains the Taxpayer’s Identification Number</i> |
| 21.2 | <i>Additional contract documents relevant to the Project:</i> |

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1 | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad:</i> “The delivery terms applicable to the Contract are DDP delivered to the Municipality of Guagua. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines:</i> “The delivery terms applicable to this Contract are delivered to the Municipality of Guagua. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Dra. Remedios S. Noble, End User-Member and/or Ms. Alma J. Calma, Member, TWG (Goods)</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> |

| | |
|--|--|
| | <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least two (2) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> |
| | <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> |

| | |
|-----|---|
| | <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | <p>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.</p> |
| 4 | <p>The inspections and tests that will be conducted are: <i>Physical Inspections</i>, <i>Manual counting</i></p> |

Section VI. Schedule of Requirements

Schedule of Requirements

| Item No. | Description | Quantity | Unit | Delivery |
|----------|---|----------|-------|---|
| 1 | EGGS Medium Size | 10,122 | PCS. | Within 30 calendar days upon receipt of the Notice to Proceed |
| 2 | FRESH COW'S MILK Sterilized 200 ml Doypack | 8,496 | PACKS | Within 30 calendar days upon receipt of the Notice to Proceed |

I hereby certify/undertake to comply and deliver all the above requirements.

Name of Company/Bidder

Signature over Printed Name of Owner/
Authorized Representative

Date: _____

Section VII. Technical Specifications

Technical Specifications

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

| Item No. | Specification | Quantity | Unit | Statement of Compliance |
|----------|---|----------|-------|-------------------------|
| 1 | EGGS Medium Size | 10,122 | PCS. | |
| 2 | FRESH COW’S MILK Sterilized 200 ml Doypack | 8,496 | PACKS | |

I hereby certify to comply with the Technical Specifications of all the items to be bid.

Name of Company/Bidder

Signature over Printed Name of Owner/
Authorized Representative

Date: _____

Section VIII. Checklist of Technical and Financial Documents

| | | |
|-------------------------------|-----------------------|--|
| Municipality of Guagua | Project Reference No: | LGU GUA 13-24 |
| Plaza Burgos, Guagua Pampanga | Project Name: | Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD) |

Standard Form Number: SF INFR 08

Checklist of Eligibility and Technical Requirements for the BAC

Date: June 25, 2024

| | |
|-----------|--|
| Contract: | Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD) |
| Bidder: | |

Checklist of Eligibility and Technical Requirements

| | | | | | |
|-----------------|-------------------|-------------------|---------------------|-------------------------|--------------------|
| End-User Member | A. Twaño – Member | E. Bucud – Member | A. Mendoza – Member | S. Mallari – Vice Chair | E. Pantino – Chair |
|-----------------|-------------------|-------------------|---------------------|-------------------------|--------------------|

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

1. Certification in lieu of Class “A” Documents.
- Note: This document certifies that the Class “A” Documents are complete, current and updated. Presence of this document shall forego the checking of the Class “A” Documents or all requirements listed under Legal, Technical and Financial Documents

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

- Class “A” Legal Documents**
- Valid DTI Business Name Registration or SEC Registration Certificate or CDA Registration
 - Valid and current Mayor’s Permit/ Municipal License from principal place of business
 - Valid Tax Clearance
 - Valid PhilGEPS Registration (Platinum Membership)
 - BIR Registration Certification, which contains the Taxpayer’s Identification Number

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |

- Class “A” Technical Documents**
- Duly signed statement of all on-going Government & Private Contracts including contracts awarded but not yet started.
 - Duly signed statement of all Government & Private Contracts completed which are similar in nature to the contract to be bid.
 - Duly signed Statement of Single Largest Completed Contract (SLCC).
 - Original copy of Bid Security or Original duly signed and notarized Bid Securing Declaration
 - Original duly signed and notarized Omnibus Sworn Statement
 - That the company/firm is not blacklisted; (SF INFR -13)
 - That each of the documents submitted is an authentic copy and statements and information provided there in are true and correct; (SF INFR 24)
 - That the firm authorizes the Head of the Procuring Entity to verify the statements, documents and information submitted; (SF INFR-23)
 - That the company/firm give full authority to the signatory, to do, execute and perform any and all acts necessary and/or represent in the bidding as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof; (SF INFR -39)
 - That the company/firm complies with the Disclosure Provision under Section 47 of the Act in relation to other provisions of RA 3019; (SF INFR -14)
 - That the company/firm complies with the responsibilities of the prospective or eligible bidder; (SF INFR 53)
 - That the company complies with existing labor laws and standards; (SF INFR 52)
 - That the company/firm 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.

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

- Class “A” Financial Documents**
- Audited financial statements, stamped, received by the BIR, or its duly accredited and authorized institutions, for the immediately preceding calendar year, showing among others the total assets and liabilities.
 - Duly signed computation of NFCC or a commitment from a licensed bank to extend to him a credit line if awarded the contract or a cash deposit certificate.

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

- Class “B” Documents**
- If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all 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.

Note: Any missing document in the above mentioned checklist is a ground for outright rejection of the bid.

Remarks: () Eligible () Ineligible

Check/Verified by:

BAC Secretariat

| | | |
|--------------------------------|-----------------------|--|
| Municipality of Guagua | Project Reference No. | LGU GUA 13-24 |
| Plaza Burgos, Guagua, Pampanga | Project Name: | Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD) |
| | Location: | Guagua, Pampanga |

Standard Form Number: SF –INFR-35

Checklist of Technical Envelope Requirements for the BAC (Bid Security)

Date: June 25, 2024

| | |
|----------|--|
| Project: | Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD) |
| Bidder: | |

| REQUIRED BID SECURITY | |
|--|-----------|
| Form | Amount |
| a. Cash, Cashier’s/Manager Check, Bank Draft/guarantee confirmed by Universal or Commercial bank | 2% of ABC |
| b. 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. | |
| c. Surety Bond Callable on demand issued by a surety or insurance company duly certified by the Insurance Commission | 5% of ABC |
| Validity Period Form of Bid Security Company Number Official Receipt No. Callable on Demand Bid Security Amount | |
| | |
| | |
| | |
| | |
| | |
| d. Original copy of duly signed and notarized Bid Securing Declaration | |
| () Sufficient () not Sufficient | |

Checked by:

BAC TWG

| | | |
|-------------------------------|-----------------------|--|
| Municipality of Guagua | Project Reference No: | LGU GUA 13-24 |
| Plaza Burgos, Guagua Pampanga | Project Name: | Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD) |

Standard Form Number: SF INFR 08

Checklist of Financial Component Envelope for the BAC

Date: June 25, 2024

| | |
|-----------|--|
| Contract: | Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD) |
| Bidder: | |

Checklist of Financial Component Envelope

| | | | | | |
|-----------------|-------------------|-------------------|---------------------|-------------------------|--------------------|
| End-User Member | A. Twaño – Member | E. Bucud – Member | A. Mendoza – Member | S. Mallari – Vice Chair | E. Pantino – Chair |
|-----------------|-------------------|-------------------|---------------------|-------------------------|--------------------|

Financial Component Envelope

1. Original of duly signed and accomplished Financial Bid Form
2. Original of duly signed and accomplished Price Schedule(s) or Detailed Bid Schedule

*Note: Any missing document in the above mentioned checklist is aground for outright rejection of the bid.
Bids received in excess of the ABC shall be automatically rejected at bid opening.*

Remarks: () Complying () Non-complying

Check/Verified by:

BAC Secretariat

Section IX. Other Bidding Forms

| | |
|------------------------------|--|
| <i>Project Reference No.</i> | LGU GUA 13-24 |
| <i>Project Name:</i> | Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD) |
| <i>Location:</i> | Guagua, Pampanga |

Date of Bidding: June 25, 2024

DELIVERY SCHEDULE

The production/delivery schedule expressed stipulates hereafter a delivery date which is the date of delivery to the project site:

| Item No. | Description | Qty. | Unit | Delivery |
|----------|---|--------|-------|---|
| 1 | EGGS Medium Size | 10,122 | PCS. | Within 30 calendar days upon receipt of the Notice to Proceed |
| 2 | FRESH COW'S MILK Sterilized 200 ml Doypack | 8,496 | PACKS | Within 30 calendar days upon receipt of the Notice to Proceed |

I hereby certify/undertake to comply with the delivery schedule.

Name of Company/Bidder

Signature over Printed Name of Owner/
Authorized Representative

| | |
|-----------------------|--|
| Project Reference No. | LGU GUA 13-24 |
| Project Name: | Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD) |
| Location: | Guagua, Pampanga |

OMNIBUS SWORN STATEMENT

I, _____ of legal age, _____, Filipino and
(Name of the Owner/Authorized Representative) (Civil Status)
residing at _____, under oath, hereby depose and say:
(Address of the Owner/Authorized Representative)

- 1. That the company/firm is not blacklisted; (SF INFR -13)
- 2. That each of the documents submitted is an authentic copy and statements and information provided there in are true and correct; (SF INFR 24)
- 3. That the firm authorizes the Head of the Procuring Entity to verify the statements, documents and information submitted; (SF INFR-23)
- 4. That the company/firm give full authority to the signatory, to do, execute and perform any and all acts necessary and/or represent in the bidding as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof; (SF INFR -39)
- 5. That the company/firm complies with the Disclosure Provision under Section 47 of the Act in relation to other provisions of RA 3019; (SF INFR -14)
- 6. That the company/firm complies with the responsibilities of the prospective or eligible bidder; (SF INFR 53)
- 7. That the company complies with existing labor laws and standards; (SF INFR 52)
- 8. That the company/firm 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.

That I am making this statement as part of the eligibility requirement of _____ (Name of Company/Bidder)
for the Project: Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD) with Project Reference No. LGU GUA 13-24.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2024
in the City/Municipality of _____, _____, Philippines.

Affiant

Signed in the Presence of:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2024 in the
City/Municipality of _____, _____, Philippines.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20_____.

| | |
|-----------------------|--|
| Project Reference No: | LGU GUA 13-24 |
| Project Name: | Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD) |
| Location: | Guagua, Pampanga |

Date: June 25, 2024

BID FORM

Gentlemen & Ladies:

Having examined the Bidding Documents, including the Bid Bulletin posted at conspicuous places at the Municipality of Guagua, Pampanga the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the goods and services, in conformity with the said Bidding Documents for the sum of _____ (PhP _____) in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our Bid is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a Performance Security in the form of _____ and in the amount of _____ (PhP _____) within the period of one (1) year until the final acceptance of the project.

We agree to abide by this bid for the Bid Validity Period of 120 days and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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 or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per instructions to bidders of the Bidding Documents.

Dated _____ day of _____, 2024.

(Signature over Printed Name)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____.

SIGNED IN THE PRESENCE OF:

Project Name: Procurement of food items (eggs and fresh milk) to be distributed to malnourished children in 31 Barangays of Guagua (Nutrition Program under GAD)

Location: Guagua, Pampanga

Reference: LGU GUA 13-24

Source of Fund: General Fund CY 2024 (SPA-GAD)

ABC: PhP 279,636.00

Date of Bidding: June 25, 2024

DETAILED BID SCHEDULE

| ITEM NO. | DESCRIPTION | QTY. | UNIT | UNIT PRICE | TOTAL |
|----------|---|--------|-------|------------|-------|
| 1 | EGGS Medium Size | 10,122 | PCS. | | |
| 2 | FRESH COW’S MILK Sterilized 200 ml Doypack | 8,496 | PACKS | | |
| | TOTAL BID AMOUNT ===== | | | | |
| | Total amount in words: | | | | |

Name of Bidder/Company

Signature over Printed Name of Owner/
Authorized Representative

