PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

CITY GOVERNMENT OF NAGA

Name of Project/Contract: Supply and Delivery of 820 sacks of Well-milled Rice

Project/Contract Reference Number: 2023-022

Sixth Edition July 2020

Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC –Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and

solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as civil works or works. (2016 revised IRR, Section 5[u])

LGUs - Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF 820 SACKS OF WELL-MILLED RICE

1. The City Government of Naga, through the Welfare Goods Expenses of City Social Welfare and Development Office (CSWDO), intends to apply the sum of One Million Six Hundred Forty Thousand (P 1,640,000.00) Pesos, being the ABC to payments under the contract for Supply and Delivery of 820 sacks of Well-milled Rice for distribution to SANGGAWADAN beneficiaries, Project/Contract Reference Number: 2023-022. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item No.	Qty.	Unit	Items	Approved Budget for the Contract (ABC
1	820	sacks	Well-milled Rice, 50 kgs. per sack	1,640,000.00

- 2. The City Government of Naga now invites bids for the above Procurement Project. Delivery of the Goods is required within thirty (30) calendar days. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
- 4. Prospective Bidders may obtain further information from City government of Naga and inspect the Bidding Documents at the BAC Secretariat Office, Room 208 Second Floor, City Hall Building, City Hall Compound from 8:00AM to 5:00PM. The 6th edition of the Philippine Bidding Documents (PBDs) will be used.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on Thursday, May 11 to June 5, 2023 from the BAC Secretariat Office, Room 208 Second Floor, City Hall Building, City Hall Compound and may be downloaded at websites, naga.gov.ph and www.philgeps.gov.ph and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand (P 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person during the dropping of bids.
- 6. The City Government of Naga will hold a Pre-Bid Conference on Friday, May 19, 2023 at 3:00PM at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound, which shall be open to prospective bidders.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound, on or before 3:00PM on Monday, June 5, 2023. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 9. Bid opening shall be on Monday, June 5, 2023, 3:00PM at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Additional information:
 - a) An Annual Registration Fee of Three Thousand (P 3,000.00) Pesos is required.
 - b) Forms in the PBD should be used in submitting proposals and should remain unaltered.
 - c) Prospective Bidders are strongly encouraged to order or download the electronic copy of the Bidding Documents from the PhilGEPS website, for them to be included in the Document Request List (DRL) of the project.
- 11. The City Government of Naga reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

ENGR. ALEXANDER N. CANING

Acting City Engineer, City Engineer's Office 1st Floor City Hall Building, City Hall Compound, J. Miranda Avenue Concepcion Pequena, Naga City 4400

Mobile Number: +639175801165

Email address: bac@naga.gov.ph, alexandercaning@gmail.com

Website: www.naga.gov.ph

13. For downloading of bidding documents, you may visit the following websites: www.philgeps.gov.ph / www.naga.gov.ph

Date of Issue: May 11 to 18, 2023

ALEXANDER N. CANING Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, City Government of Naga wishes to receive Bids for the Supply and Delivery of 820 sacks of Well-milled Rice, with identification number Project/Contract Reference Number: 2023-022.

The Procurement Project (referred to herein as "Project") is composed of 1 item, 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 Year 2023 in the amount of One Million Six Hundred Forty Thousand (P 1,640,000.00) Pesos.
- 2.2. The source of funding is: Welfare Goods Expenses of City Social Welfare and Development Office (CSWDO) 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 **IB** by the BAC through the issuance of a supplemental or bid bulletin.

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and

- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound, Naga City, as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than

English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the **BDS.**

13. Bid and Payment Currencies

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

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**.
- 14.2. The Bid and bid security shall be valid within one hundred twenty (120) calendar days from date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

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.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (Technical Specifications), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items 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:						
	a. Rice and other related procurement activities.						
	b. completed within five (5) years prior to the deadline for the submission and receipt of bids.						
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:						
	a. The amount of not less than P 32,800.00 [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or						
	b. The amount of not less than P 82,000.00 [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.						

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	Delivery and Documents –								
1	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP,"								
	"DDP" and other trade terms used to describe the obligations of the parti								
	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:								
	"The delivery terms applicable to the Contract are DDP delivered in Naga								
	City. In accordance with INCOTERMS."								
	"The delivery terms applicable to this Contract are delivered in Naga City.								
	Risk and title will pass from the Supplier to the Procuring Entity upon								
	receipt and final acceptance of the Goods at their final destination."								
	Delivery of the Goods shall be made by the Supplier in accordance with the								
	terms specified in Section VI (Schedule of Requirements).								
	For purposes of this Clause the Procuring Entity's Representative at the								
	Project Site is Ms. Annabel Vargas, CSWDO.								
	Incidental Services –								
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of								
	additional services, if any, specified in Section VI. Schedule of Requirements:								
	a. performance or supervision of on-site assembly and/or start-up the supplied Goods;								
	b. furnishing of tools required for assembly and/or maintenance 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.								
	The Contract price for the Goods shall include the prices charged by the								
	Supplier for incidental services and shall not exceed the prevailing rate charged to other parties by the Supplier for similar services.								
	Spare Parts – The Supplier is required to provide all of the following materials								
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or								
	distributed by the Supplier:								
	1 distributed by the buppher.								

1. such spare parts as the Procuring Entity may elect to purchase from the
Supplier, provided that this election shall not relieve the Supplier of
any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to
procure needed requirements; and
ii. following such termination, furnishing at no cost to the Procuring
Entity, the blueprints, drawings, and specifications of the spare
parts, if requested.
The spare parts and other components required are listed in Section VI
(Schedule of Requirements) and the costs thereof are included in the
contract price.
The Supplier shall carry sufficient inventories to assure ex-stock supply of
consumable spare parts or components for the goods.
Spare parts or components shall be supplied as promptly as possible.
Packaging –
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.
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.
The outer packaging must be clearly marked on at least four (4) sides as
follows:
Name of the Procuring Entity: City Government of Naga
Name of the Supplier
Contract Description: Supply and Delivery of 820 sacks of Well-milled Rice
Final Destination: CSWDO, Naga City
Gross weight
Any special lifting instructions
Any special handling instructions
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.
Transportation –
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.
	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.
	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.
	Intellectual Property Rights –
	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.
4	The inspections and tests that will be conducted are: the GSO.
	1

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	Total	Delivered, Weeks/Months
1	Well-milled Rice, 50 kgs. per sack	820		

Section VII. Technical Specifications Technical Specifications

Item	Specification	Statement of Compliance
		[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.]
1	Well-milled Rice, 50 kgs. per sack	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents Legal Documents \sqcap (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; **Technical Documents** 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 Statement of the bidder's Single Largest Completed Contract (SLCC) П (c) 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 Original copy of Bid Security. If in the form of a Surety Bond, submit \sqcap (d) also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include □ (e) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS) and if applicable, □ (f) Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. Financial Documents The prospective bidder's computation of Net Financial Contracting \square (g) Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents □ (h) If applicable, a duly signed joint venture agreement (JVA) in case the

joint venture is already in existence <u>or</u> duly notarized statements from all the potential joint venture partners stating that they will enter into

and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE (i) Original of duly signed and accomplished Financial Bid Form; and (j) Original of duly signed and accomplished Price Schedule(s). Other documentary requirements under RA No. 9184 (as applicable) (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product. (l) Certification from the DTI if the Bidder claims preference as a Domestic

Bidder or Domestic Entity.

FORMS

Bid Form for the Procurement of Goods

Date:
Project/Contract Identification No.:
To: CITY GOVERNMENT OF NAGA City Hall Compound, J. Miranda Avenue Concepcion Pequena, Naga City
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to
_ [supply/deliver/perform] [description of the Goods]in conformity with the said PBDs for the sum of
_ (P) Pesos [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake: a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: Name and address Amount and Purpose of Of agent Currency Commission or gratuity
(if none, state "None")]

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

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs. The undersigned is authorized to submit the bid on behalf of
[name of the bidder] as evidenced by the attached [state the written authority].
We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.
Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

BILL OF QUANTITIES

Supply and Delivery of 820 sacks of Well-milled Rice

Contract Reference Number: 2023-022 For Goods Offered From Within the Philippines

Name of Bidder: Invitation to Bid Number:										
1	2	3	4		5	6	7	8	9	10
Item	Description	Count ry of Origin	Quantity	Unit	Unit price EXWpe r item	Transpor tation and all other costs incidenta 1 to delivery, per item	Sales and other taxes payabl e if Contra ct is awarde d, per item	Cost of Incident al Services, if applicabl e, per item	Total Price, per unit (col 5+6+7 +8)	Total Price delivered Final Destinati on (col 9) x (col 4)
1	Well-milled Rice, 50 kgs. per sack		820	sacks						
Total A	mount in words:									
Submitted by: Name & Signature: Designation: Name of Company: Date:										

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPI	PINES)
CITY OF NAGA) S.S.

	AFFIDAVIT
I,	
^{[Na} aft	tionality], and residing at, er having been duly sworn in accordance with law, do hereby depose and state that:
1.	[If a sole proprietorship:] I am the sole proprietor or authorized representative of with office address at
	;
	[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of with
	office address at;
2.	[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of
	to sign and execute the ensuing contract for of the City Government of Naga, as
	shown in the attached duly notarized Special Power of Attorney;
	[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for of the City Government of Naga, 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.	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 therein are true and correct;
5.	is authorizing the Head of the
٠.	Procuring Entity or its duly authorized representative(s) to verify all the documents submitted:

6.	[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 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 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.	complies with existing labor laws and standards; and
8.	is aware of and has undertaken the responsibilities as a Bidder in compliance 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. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the
9.	did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10	In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to
	constitute criminal liability for Swindling (Estafa) or the commission of fraud with 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.
	3815 s. 1930, as amended, or the Revised Penal Code.

			N	ame of Bidder or its Authori	zed Representative
			_	Signatory's legal ca Affian i	= -
				s day of	
lentifi A.M.	ed by me throug No. 02-8-13-SC	h competent evid). Affiant/s exhi	ence of identity a bited to me his	s is/are personally knows defined in the 2004 leading therure appearing thereon	Rules on Notarial Practices of government type of g
				issued on	
	Witness my ha	nd and seal this _	day of	, 20	[month] [year].

REPUBLIC OF THE PHILIPPINES) CITY OF NAGA) S.S.

BID SECURING DECLARATION

Project/	Contract Identification	No.:

To: **CITY GOVERNMENT OF NAGA**

City Hall Compound, J. Miranda Avenue Concepcion Pequena, Naga City

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 WITN	ny/our hand/s this	day of		
	[month],	[year] at	[place of executio	n].
		Name of Bidde	er or its Authorized Representati	ve
		Sign	natory's legal capacity	
			Affiant	

	SORSCRIE	ED AND	SWORN to	before	me this	_ aay or _		, 20	[month] [year]
at		[place of ex	ecution],Philipp	oines. A	Affiant/s is	/are perso	nally kno	wn to me a	and was/were
identifi	ed by me thre	ough comp	etent eviden	ce of id	entity as d	efined in th	ne 2004 R	ules on No	tarial Practice
(A.M.	No. 02-8-13	-SC). Affia	ant/s exhibit	ed to	me his/he	er		[insert ty	ype of governmen
identificat	ion card used],	with his/h	er photograp	h and	signature	appearing	thereon,	with no.	and
his/her	Commun	ity Tax	Certificate	No.		issued	on		at
		•							
	****	1 1 1	4.4.		a		20		
	Witness my	nand and	seal this	day o	DŤ TC		. 20	[month] [ve	arl.

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

(similar to the contract to be bid, except under conditions provided for in Section 23.4.1.3 and 23.4.2.4 of the IRR, within 10 years)

Business Name: Business Address:							
Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Amount of Completed contract (amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement	Date of Delivery
GOVERNMENT						•	
							_
DD III A FEE							
PRIVATE							

Note: This statement shall be supported with: 1. Contract, 2. Certificate of Completion, 3. End user's acceptance or official receipt(s) or sales invoice issued for the contract

STATEMENT OF ALL 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) Business Name: Business Address: Value of Delivery Date of Contract Owner's Name Kinds of Amount of Name of Contract Outstanding and Address Schedule Contract Duration Goods Contract

	Contract	Duration	and Address	Goods	Contract	Contracts	
GOVERNMENT							
DD WY A STE							<u> </u>
PRIVATE							_
							_
							_
				<u> </u>	Į.		
Note: This statement sh Certificate of Accomplishing					ct; 2. Notice	to Proceed, 3.	
Submitted by:							
Name & Signature of Aut	horized Repres	entative					
Designation							
Date							

Note:

- 1. PLEASE USE THE FORMS PROVIDED IN THIS PBD AND SHOULD REMAIN UNALTERED.
- 2. KINDLY PUT TABS AT THE RIGHT SIDE OF ALL THE DOCUMENTARY REQUIREMENTS.



