



Republic of the Philippines  
**Province of Pampanga**  
**Bids and Awards Committee**

Provincial Capitol, City of San Fernando, (P) / (045) 435-5901

**INP No. 240822**

**INVITATION FOR NEGOTIATED PROCUREMENT**  
**TWO FAILED BIDDINGS**

**P.R. 24-1197 - Supply & Delivery of 1,100 set Food Catering Services**

In view of two (2) failed public biddings, the Provincial Government of Pampanga Bids and Awards Committee (BAC) invites interested bidders to participate in the negotiation for P.R No. 24-1197 - Supply & Delivery of 1,100 set Food Catering Services in accordance with Section 53.1 of the Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act."

The Approved Budget for the Contract (ABC) is **ONE MILLION NINE HUNDRED EIGHTY THOUSAND PESOS (Php 1,980,000.00)**

There will be a Pre-Negotiation Meeting on **September 04, 2024** at **10:00 a.m.** at the Old SP Session Hall, Provincial Capitol, City of San Fernando, Pampanga.

Interested bidders shall submit the following documents in sealed envelopes:

1. Technical Envelope

- Valid PhilGEPS Registration Certificate (Platinum Membership), all pages
- Statement of bidder's all ongoing government and private contracts including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity of the contract to be bid (**Annex A**)
- Statement of bidder's Single Largest Completed Contract (SLCC) (**Annex B**)  
Contract similar to the project shall be "Catering Services", which shall be completed within two (2) years prior to the deadline of the submission and receipt of quotations
- Original Copy of bid security. If in the form of Surety Bond, submit also a certification issued by the Insurance Commission; or original copy of notarized Bid Securing Declaration (**Annex C**)
- Conformity with the Technical Specifications and Schedule of Requirements (**Annexes D** and **E**)
- Original duly signed and notarized Omnibus Sworn Statement (**Annex F**)
- Bidder's computation of Net Financial Contracting Capacity (**Annex G**)

2. Financial Envelope

- Original of duly signed and accomplished financial bid form (**Annex H**)
- Original of duly signed and accomplished Price Schedule (**Annex I or Annex J**)

The sealed envelopes should be labeled as "Negotiated Procurement – Supply & Delivery of 1,100 set Food Catering Services." The envelope labels should also contain the name of the supplier, address and contact details.

Manual submission of legal/technical documents and quotation will be on or before **September 11, 2024** at **9:00 a.m.** at the Bids and Awards Committee Secretariat, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga.

Opening of the eligibility documents, technical documents and financial proposal will be on **September 11, 2024** at **10:00 a.m.** at the Old SP Session Hall, Provincial Capitol, City of San Fernando, Pampanga.

The Provincial Government of Pampanga reserves the right to accept or reject any offer, to annul the negotiation process, and to reject all offers at any time prior to contract award, without thereby incurring any liability to affected firms.

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For further information, please refer to:

**MS. FILIPINA R. SEVILLA**

Bids and Awards Committee – Secretariat Office

E-mail: [bac@pampanga.gov.ph](mailto:bac@pampanga.gov.ph)

**FRANCIS V. MASLOG**

Vice-Chairperson

Bids and Awards Committee

**List of All Ongoing Government and Private Contracts including contracts awarded but not yet started**

**Business Name :** \_\_\_\_\_  
**Business Address :** \_\_\_\_\_

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Description/Kinds of Goods	Amount of Contract/s	Date of Delivery

Submitted by: \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

### Statement of Single Largest Completed Contract (SLCC)

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Description/Kinds of Goods	Amount of Completed Contract/s*	Date of Delivery

**Note:** This Statement shall be supported with end user's acceptance or official receipt(s) or sales invoice issued for the contract.  
 \*Adjusted by the bidder to current prices using PSA's consumer price index, when necessary, for the purpose of meeting the SLCC requirement.

Submitted by: \_\_\_\_\_  
 (Printed Name & Signature)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

**Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES) CITY OF  
\_\_\_\_\_ ) S.S.

**BID SECURING DECLARATION Project Identification No.:** *[Insert number]*

**To:** *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]* Affiant

**[Jurat]**

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

## Technical Specification

**PR No. 24- 1197**

Item No.	Quantity	Unit of Issue	Specification	Statement of Compliance*
1	1,100	set	Food Catering Services Three (3) Days Provision of two (2) AM/PM Snacks and One (1) Lunch Meal of Three (3) Viand with Rice and Dessert with water dispenser.  (See attached “Annex D-1” for the Menu)	

\*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 the equipment offered. Statement of "Comply" or "Not Comply" must be supported by evidence in a Bidder's Bid and cross-referenced to that evidence. Evidence shall be in the 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 provisions of ITB Clause 3.1 (a) (ii) and/or GCC Clause 2.1 (a) (ii).

***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 Representative

\_\_\_\_\_  
Date

SUGGESTED MENU

	Day 1	Day 1	Day 1	Day 1	Day 1
Date of Seminar	Day 1	Day 1	Day 1	Day 1	Day 1
Breakfast	Pork Tocino, Chicken Luncheon Meat, Egg & Pandesal	Corned Beef, Hotdog, Egg, Pandesal & Butter	Chicken Longaniza, Daing na Isda, Eggs & Pandesal	Dimuguan with Puto, Tuyo & Salted Egg, Tapa	
AM Snacks	Fettucine with Tuna & Iced Tea	Pancit Malabon & Dalandan Juice	Beef Spaghetti & Lemonade	Penne Pasta & Soda	
Lunch	Grilled Pork Belly, Parmesan Chicken, Ubod Saute, Dessert	Simigang na Ulo ng Salmon, Pork Caldereta, Ampalaya Saute, Dessert	Batchoy, Chicken Asado, Fried Fish, Ampalaya Saute, Dessert	Pork Kimamatisan, Sisig Bangus, Pinakbet, Nilasing na Hipon, Dessert	
PM Snacks	Yema Roll & Orange Juice	Buco Pie & Orange Juice	Egg Pie & Iced Tea	Yema Roll & Lemon Iced Tea	
Dinner	Grilled Chicken Steak w/ Mashed Potatoes, Seafood Salpicado, Mongolian BBQ, Dessert	Max's Fried Chicken, Pork Teriyaki, Beef Oriental, Dessert	Chicken Pastel, Pork Estofado, Chopseuy	Chicken Tinola, Tilapia Serciado, Rellenong Talong, Callios	
Date of Seminar	Day 2	Day 2	Day 2	Day 2	Day 2
Breakfast	Menudo, Daing na Bangus, Fried Eggplant, Egg & Pandesal	Paksiw na Bangus, Chicken Tocino, Egg	Arroz Ala Cubana, Chicken Franks, Egg	Ham, Chicken Sausage, Egg Omelet & Pandesal	
AM Snacks	Japchae (Korean Noodle) & Red Iced Tea	Carbonara & Apple Iced Tea	Tuna Carbonara & Blue Lemonade	Pancit Guisado w/ Melon Juice	
Lunch	Fried Fish with Buro & Mustasa, Beef Asado, Chopseuy, Dessert	Simigang na Hipon, Rellenong Bangus, Tokwat Baboy, Dessert	Molo Wonton Soup, Chicken Cordon Bleu, Pork Teriyaki, Fresh Lumpia Ubod, Dessert	Straw Mushroom Soup, Breaded Chicken Fillet w/ Gravy, Beef Asado, Buttered Corn & Carrots, Dessert	
PM Snacks	Banana Crunch & Soda	Siopao & Four Seasons	Banana Bread & Kalamansi Juice	Palitaw & Gulaman	
Dinner	Chicken Caldereta, Pork Teriyaki, Mixed Tempura, Dessert	Grilled Rosemary Chicken, Fish Fillet with Black Bean sauce, Chicharo with Young Corn, Dessert	Simigang na Maya-Maya, Chicken Arobo, Pork Caldereta, Labanos Saute, Dessert	Pastel de Lengua, Shrimp Gambas, Fresh Vegetable Lumpia, Dessert	
Date of Seminar	Day 3	Day 3	Day 3	Day 3	Day 3
Breakfast	Chicken Adobo, Skinless Longaniza, Scrambled Egg, Pandesal	Native Longaniza, Dried Fish, Egg Plant & Egg	Waffles, Sausages, Hoaf Ham & Egg	Beef Tapa, Mackerel, Egg, Pandesal	
AM Snacks	Suman sa Lihya & Hot Choco	Sotanghon with Canton & Puto White, Kalamansi Juice	Tameles with Bread & Milo	Coffee Roti & Soda	
Lunch	Pork Sisig, Chicken BBQ, Kalabasa & Sitaw Saute w/ Gata, Dessert	Pork Embotido, Chicken Steak with Mushroom Gravy, Cabbage Saute, Dessert	Chicken Nilaga, Tokwat baboy, Tinapa, Steamed Native Veges, Dessert	Beef Bulalo, Fried Fish, Steamed Native Veges & Dessert	
PM Snacks	Egg Pie & Pineapple Juice	Arroz Caldo & Soda	Clubhouse & Soda	Grilled Cheese Sandwich & Pineapple Juice	

## SCHEDULE OF REQUIREMENTS

ITEM NO.	Item Description	Quantity	Delivery Date
	Supply & Delivery of 1,100 set FOOD CATERING SERVICES	1 lot  (Please refer to Section VII. Technical Specifications for the quantity of items)	Venue, Date & Time subject to at least 24 hours notification by the end-user.

***Additional Requirement/Conditions:***

1. With food service facility in the locality to assure delivery of orders;
2. Must maintain the quality of food and must be ready one (1) hour before the serving time;
3. Ensure sanitation and safety of the food to be served;
4. Provide at least 2 to 3 servers during meal time;
5. Must provide sturdy and clean utensils for eating.

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

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature Over Printed Name of Representative

\_\_\_\_\_  
Date



**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

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

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

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

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

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

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

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

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

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

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

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

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

8. *[Name of Bidder]* 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 *[Name of the Project]*.

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

**10.** *In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud 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.*

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



**NFCC COMPUTATION FOR ELIGIBILITY CHECK (REVISED)**

A.

		Year 20____
1.	Approved Budget for the Contract (ABC)	
2.	Current Assets	
3.	Current Liabilities	
4.	Net Working Capital	
5.	Total value of all outstanding or ongoing Projects	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

**NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.**

NFCC=P\_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Name of Supplier/Distributor/Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

Date:\_\_\_\_\_

\*Mandatory Provision pursuant to Government Procurement Policy Bond (GPPB) Resolution No. 16-2020 Dated September 16, 2020.

## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

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### BID FORM

Date : \_\_\_\_\_  
Project Identification No. : \_\_\_\_\_

To: [name and address of Procuring Entity]

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

*(iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized 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 of agent	Amount and Purpose of Commission or gratuity
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_____	_____
_____	_____
_____	_____

(if none, state “None”) ]

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Price Schedule for Goods Offered from Abroad**

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

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

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_ of \_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



# General Conditions of the 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 and, if applicable, additional tests specified in the **SCC, Section VII (Technical Specifications)**. 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.

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></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 as stated above.</p> <p><b>Incidental Services –</b></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> <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>
3	<p>Within ten (10) calendar days from receipt of the <b>Notice of Award</b> 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.</p> <p style="text-align: center;">(a) The Procuring Entity’s address for Notices is: <i>BIDS AND AWARDS COMMITTEE – SECRETARIAT OFFICE, Ground Floor, Provincial Capitol Bldg., City of San Fernando, Pampanga</i></p> <p>The Supplier’s address for Notices is: _____</p>
5.2	<p><i>Delivered spoiled or soiled meals must be replaced within one (1) hour after notification.</i></p>

## ***Performance Securing Declaration (Revised)***

***[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]***

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## ***Contract Agreement Form for the Procurement of Goods (Revised)***

***[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]***

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### **CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_ 20\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Request for Quotation (RFQ);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

