



Project Reference No. NFA-2022-RBAC-REGIII-003

**PROCUREMENT OF TRUCKING SERVICES
OF NFA REGION 3 FOR THE PERIOD
SEPTEMBER TO DECEMBER 2022**

NFA REGION 3 BIDDING DOCUMENTS

Date of Issue: September 01, 2022

Procurement of Trucking Services of NFA Region 3 for the Period September to December 31, 2022

Project Reference No. NFA-2022-RBAC-REGIII-003

National Food Authority
CENTRAL LUZON REGIONAL OFFICE
Cabanatuan City, Nueva Ecija
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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.

NFA – National Food Authority

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



NATIONAL FOOD AUTHORITY

Central Luzon Regional Office

Maharlika Highway, Cabanatuan City 3100

Tel No. 044-958-0142

www.nfa.gov.ph

bac.region3@nfa.gov.ph

INVITATION TO BID

PROCUREMENT OF TRUCKING SERVICES OF NFA REGION 3 FOR THE PERIOD SEPTEMBER TO DECEMBER 31, 2022

Project Reference No. NFA-2022-RBAC-REGIII-003

- The **National Food Authority (NFA) - Region 3**, using a single-year Framework Agreement, through the **Corporate Operating Budget for the year 2022** intends to apply the sum of **Twenty-Six Million Four Hundred Fifty-Seven Thousand Six Hundred Forty-Nine Pesos and Sixty Centavos (P26,457,649.60)** being the ABC to payments under the contract for the hereunder items:

Item/Service Type	Source and Destination	Maximum Quantity (B-50 kg)	Total ABC	Minimum Number of Required Trucks
01 Trucking Services for Grains	NFA Region 3 to NCR	100,000	7,453,531.12	25
02 Trucking Services for Grains	NFA Region 3 to Region 5	30,000	9,201,312.00	20
03 Trucking Services for Grains	Within Region 3	100,000	6,684,006.48	25
04 Trucking Services for Grains	Aurora from/to Nueva Ecija	40,000	3,118,800.00	20
Total		270,000	26,457,649.60	90

Bids received in excess of the total cost per item shall be automatically rejected at bid opening.

- The **NFA-Region 3** now invites bids for the Procurement of Trucking Services. Delivery of the Goods is required within **September to December 31, 2022 upon issuance of a Call-Off**. Bidders must have the following minimum requirements:
 - Should have completed within the last three (3) years from the date of submission and receipt of bids:
 - a Single Largest Completed Contract (SLCC) similar in nature and complexity to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC; or
 - at least two (2) similar contracts with aggregate contract amounts equivalent to at least 50% percent of the ABC, the largest of which must be equivalent to at least 25% of the ABC.

- b. Must be owners/operators of the trucks registered as Trucks for Hire (TH) with LTFRB, whose areas of operation cover the location/s of the lot/s to be participated in and meet the minimum number of operational TH trucks required; of which at least fifty percent (50%) plus one (1) unit must be owned by the bidder as evidenced by the OR/CR in his name, balance can be leased; and
- c. Must have at least three (3) years experience in trucking/hauling of bagged cargoes prior to the deadline for the submission and receipt of bids.

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 restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4. Prospective Bidders may obtain further information from **NFA-Region 3** and inspect the Bidding Documents at the address given below during **Monday to Friday at 8:00 AM to 5:00 PM**.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 1-21, 2022** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Five Thousand Pesos (P25, 000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
- 6. The **NFA-Region 3** will hold a Pre-Bid Conference on **September 8, 2022, 2:00 PM** at the **NFA Staffhouse, Cabanatuan City, Nueva Ecija**, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below, on or before **September 21, 2022, 2:00 PM**. 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 **September 21, 2022, after the 2:00 PM deadline for the submission of bids** at the given address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

10. In compliance with the minimum health protocols to prevent the spread of COVID-19, only one (1) representative per prospective bidder may be allowed entry to the pre-bid and bid opening venue.
11. The **NFA-Region 3** 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:

Mr. CHRISTOPHER V. CHUA
Secretariat Head
National Food Authority
Central Luzon Regional Office
Maharlika Highway, Cabanatuan City
Nueva Ecija, 3100
Tel No. 044-958-0142
e-mail : bac.region3@nfa.gov.ph
13. You may visit the following websites for downloading of the Bidding Documents:

www.nfa.gov.ph
www.philgeps.gov.ph

Date of Issue : September 1, 2022

JIMMY M. MALLARI
OIC-Assistant Regional Manager II/
NFA-Region 3 BAC Vice-Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **NFA-Region 3** wishes to receive Bids for the **Procurement of Trucking Services for the period September to December 31, 2022**, with identification number **NFA-2022-RBAC-REGIII-003**.

The Procurement Project (referred to herein as “Project”) is composed of **FOUR (4) items**, 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 **the year 2022** in the amount of **Twenty-Six Million Four Hundred Fifty-Seven Thousand Six Hundred Forty-Nine Pesos and Sixty Centavos (P26,457,649.60)**.

2.2. The source of funding is the **Corporate Operating Budget**.

3. Bidding Requirements

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

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder must have:

- i. a Single Largest Completed Contract (SLCC) similar in nature and complexity to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC; or
- ii. at least two (2) similar completed contracts with aggregate contract amounts equivalent to at least 50% percent of the ABC, the largest of which must be equivalent to at least 25% of the ABC.

For this purpose, contracts similar to the Project shall be those described and completed within the relevant period stated in the BDS, Clause 10.2 of the ITB and paragraph 2 of the IB.

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

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 at its physical address 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 or completed contracts, as indicated in **ITB** Clause 5.3, should have been completed within **three (3) 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 per item, 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.
- 11.5. Financial proposals for single year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**.

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.

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 **Section VII (Technical Specifications)**.

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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 Declaration 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 until December 31, 2022. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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.

The submission of bids through online submission or any other electronic means is not allowed.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time at its physical address 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 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.

(a) In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

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

- 20.1. 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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:

- a. Framework Agreement Form;
- b. Bidding Documents;
- c. Call-offs;
- d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
- e. Performance Security or Performance Securing Declaration, as the case may be;
- f. Notice to Execute Framework Agreement; and
- g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.1	<p>In addition, the prospective bidder must meet the following requirements:</p> <ul style="list-style-type: none"> a. Must be owners/operators of the trucks registered as Trucks for Hire (TH) with LTFRB, whose areas of operation cover the location/s of the lot/s to be participated in and meet the minimum number of operational TH trucks required; of which at least fifty percent (50%) plus one (1) unit must be owned by the bidder as evidenced by the OR/CR in his name, balance can be leased; and b. Must have at least three (3) years' experience in trucking/hauling of bagged cargoes prior to the deadline for the submission and receipt of bids.
5.2	Foreign bidders, except those falling under ITB Clause 5.2, may not participate in this Project.
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. those related to trucking and delivery of sacked or bagged cargoes / goods, including the loading and unloading of cargoes to and from warehouses, factories, manufacturers, dealers, suppliers, consumers and the like. b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP in all NFA offices, warehouses (including owned, those being leased and to be leased), compounds and other facilities , or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than P 529,152.99 <i>[equivalent to two percent (2%) of 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 P 1,322,882.48 <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
15	Each bidder shall submit THREE (3) Certified True Copies of the first and second components of the bid. The Procuring Entity does not allow the submission of bids through online submission or any other electronic means

19.2	The project does not allow partial bids. Bidders must submit a proposal on all of the items, and evaluation will be undertaken for the whole project. The Bid Security as required by ITB Clause 14 shall be submitted accordingly.					
19.3	The description of the project are as follows:					

	<ol style="list-style-type: none"> 1. <i>Copy of Deed of Sale for newly purchased truck/s;</i> 2. <i>Copy of Purchase/Chattel Mortgage Agreement for unit/s still on installment basis; or</i> 3. <i>Copy of Deed of Donation for donated unit/s.</i> <p>b. Leased Trucks shall be supported by the following:</p> <ol style="list-style-type: none"> i. <i>Duly Notarized Copy of Lease Contract Agreement</i> ii. <i>LTO Certificate of Registration (CR) and Official Receipt (OR) for each unit of truck;</i> iii. <i>LTFRB Certificate of Public Convenience (CPC) for each unit of truck or provisional authority issued for any of the following cases:</i> <ol style="list-style-type: none"> 1. <i>with on-going application for extension of the existing LTFRB CPC;</i> 2. <i>with on-going application for newly purchased brand new units;</i> 3. <i>with on-going re-application for donated and/or newly purchased second hand units.</i> 	Required by NFA	
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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**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

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 or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (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>A. OBLIGATIONS OF NFA</p> <ol style="list-style-type: none"> 1. The NFA shall execute the Call-Offs for the trucking services as maybe needed within the period of the Framework Agreement. 2. The NFA shall designate a dispatcher for the assignment of trucks to NFA warehouses corresponding to the List of Trucks and Drivers provided by the Contractor; 3. The NFA shall issue to the Contractor on a per trip basis the following: <ol style="list-style-type: none"> a. Authority to Haul (ATH) - for proper identification b. Warehouse Stock Issue (WSI) - for the issuance of stocks c. Warehouse Stock Receipt (WSR) - for receipt of stocks 4. The NFA shall allow duly authorized Contractor representative to witness the weighing of the stocks to verify the veracity of the entries being made in the documents prior to affixing his signature on it. <p>B. OBLIGATIONS OF THE CONTRACTOR</p> <ol style="list-style-type: none"> 1. The Trucking Contractor shall commit the minimum number of trucks as offered upon receipt of the Call-Offs. The trucks shall not be used/offered to any party for the duration of the contract; 2. The Trucking Contractor shall provide the concerned NFA Branch Office of the following truck information: <ol style="list-style-type: none"> a. Plate number b. Tonnage capacity c. Name of drivers d. Certified photocopy of unexpired driver's license e. Corresponding Special Power of Attorney (SPA) authorizing drivers to sign warehouse documents as constituted agents or attorneys-in-fact of the Contractor for each truck f. Specimen signature of each truck driver. 3. The Contractor shall assign Coordinator in every Branch Office of NFA Region 3 to control, supervise, oversee and monitor the truck units, drivers and the quality of their performance at any given time; 4. The Trucking Contractor shall ensure delivery of NFA grains stocks on time and provide replacement unit for truck unit/s that is/are not available for NFA's use for whatever reason;

5. In case of replacement and/or additional trucks, a letter together with the documentary requirements stated in the BDS Clause 21.1 must be submitted for the approval of the Regional Manager and notification of the concerned Branch Offices;
6. The Contractor shall notify the NFA in writing immediately when there is a delay due to:
 - a. Impassable roads/landslides/detours;
 - b. Collapsed/impassable bridges; and
 - c. Other events causing delay i.e. mechanical breakdown, hijacking, theft, robbery

C. SPECIAL PROVISIONS

1. The contract implementation shall be in accordance with Appendix 32 of the Revised IRR of RA 9184 or the Guidelines on the Use of Framework Agreement By All Procuring Entities.
2. Since the dispersal of the stocks cannot be accurately predetermined, the volume awarded thru the Framework Agreement is not a guarantee that the total volume will be hauled. It may be reduced depending on the operational requirements. Likewise, issuing and receiving warehouses may vary depending on the available stocks per warehouse in the issuing branches and available warehouse space in the receiving branches;
3. The contractor shall be granted a Tolerable Allowance (TOLA) of **0.15%** for **milled rice commodity** and **0.28%** for **other grain commodities** on a per truck per trip basis for shortages/losses based on weight at the origin. Should the shortages exceed the TOLA, the contractor shall pay the excess based on the replacement cost of the stocks/containers. The 0.15% and 0.28% TOLA shall not apply if pilferage/theft/looting is established after investigation. The replacement cost shall be based on the latest available replacement cost existing at the time of loss of stocks for hauling as imposed by NFA. The Contractor shall settle his shortages by cash payment or deduction from claim;
4. Weighing spillages in NFA warehouse during issues shall be given to the trucking contractor and shall form part of the cargo. Spillages in transit must be weighed and credited to the trucking contractor's load at receiving warehouses;
5. The Contractor warrants that the necessary LTO OR/CR, LTFRB CPC, and other licenses or business permits remain valid during the effectivity of the Contract;
6. The use of replacement and/or additional TH trucks and utilization of replacement and/or additional drivers without prior approval by the

	<p>Regional Manager shall not bind the NFA for any liability for payment of trucking services rendered;</p> <p>7. The use of non-TH units shall not in any way bind the NFA for any liability from LTO/LTFRB or any enforcement agency should there be fines and penalties that may be imposed on the trucker-contractor;</p> <p>8. In the event of temporary failure either total or partial (e.g. mechanical breakdown, etc.), the NFA may:</p> <ol style="list-style-type: none"> Get the services of another trucker under the same terms at the contractor's expense until the latter can comply with his obligations; Compel the contractor for specific performance plus damages; or Rescind the contract with damages. <p>9. The aforementioned provisions shall be without prejudice to other damage/expenses for which the contractor shall be rendered liable where NFA may have suffered as a result of the breach of obligations by the contractor under the Terms and Conditions of this Contract as well as other sanctions provided for by existing laws, Presidential Decrees, Executive Orders, Letter of Instructions and other applicable rules and regulations;</p> <p>10. It is to be understood and mutually agreed that there shall be no employer-employee relationship between the NFA and the contractor's employees. Hence, NFA shall not be liable for claims that may arise under the ECC, SSS, Medicare, Minimum Wage Law, and other related laws. Likewise, NFA shall not be held responsible for any claims of third persons arising from vehicular accidents and/or negligence of contractor's employees or for any contraband goods found inside the contractor's truck/s; and</p> <p>11. In case of litigation arising from this contract, the contractor agrees to pay liquidated damages in the amount of not less than P50,000.00 plus cost of suit.</p>
2.2	<p>PAYMENT:</p> <ol style="list-style-type: none"> The NFA shall pay the contractor based on the actual volume delivered at receiving warehouses per bag of 50kg (50kg-bag means gross weight inclusive of weight of sack or container divided by 50). The total gross weight of grains delivered at receiving warehouses and the awarded trucking rates shall be the basis for computing the trucking fees; The NFA shall pay the contractor based on awarded trucking/hauling rate after deducting the losses, shortages and damages, if any;

	<p>3. All the payments for the Contractor shall be made at the concerned NFA Branch Office which has jurisdiction over the issuing warehouse;</p> <p>4. The NFA undertakes to pay the contractor the amount inclusive of 12% VAT, and guarantees to pay on time for the actual services rendered upon submission of the applicable required supporting documents, to wit:</p> <p style="padding-left: 40px;"><i>a. First Billing:</i></p> <p style="padding-left: 80px;"><i>i. Accomplished Voucher</i></p> <p style="padding-left: 80px;"><i>ii. Statement of deliveries together with copy/ies of WSI/WSR</i></p> <p style="padding-left: 80px;"><i>iii. Notice to Execute Framework Agreement (photocopy)</i></p> <p style="padding-left: 80px;"><i>iv. Call-Off/s (photocopy)</i></p> <p style="padding-left: 80px;"><i>v. Framework Agreement Form (photocopy)</i></p> <p style="padding-left: 40px;"><i>b. Succeeding Billing:</i></p> <p style="padding-left: 80px;"><i>i. Accomplished Voucher</i></p> <p style="padding-left: 80px;"><i>ii. Statement of deliveries together with copy/ies of WSI/WSR</i></p> <p style="padding-left: 80px;"><i>iii. Call-Off/s (photocopy)</i></p> <p>5. All payments to the Contractor under this Contract shall be subject to the usual accounting and auditing rules and regulations.</p>
4	<p>The Contractor's performance shall be subject to assessment by NFA. Evaluation shall be conducted by the NFA Branch Office and submitted to the Regional Office.</p> <p>The NFA will conduct inspections in order to determine both quantity and quality of services being rendered or delivered by the contractor and the conformity or compliance (or lack of it) with the requirements and specifications enumerated in SECTION VI. SCHEDULE OF REQUIREMENTS and SECTION VII. TECHNICAL SPECIFICATIONS of these bidding documents.</p>
6	<p>LIABILITIES OF THE CONTRACTOR</p> <p>The Contractor shall be liable and accountable for:</p> <ol style="list-style-type: none"> 1. Losses and damages incurred by NFA due to permanent or temporary failure of the Trucking Contractor to provide the required number of trucks; 2. Losses and damages in the number of bags of the stocks and containers of NFA rice which are in the contractor's custody up to the time the stocks are unloaded/received at the designated destination warehouses; 3. Losses of NFA arising from the incidence of hijacking or road accidents of trucks resulting to looting, theft and robbery of stocks; and

	<p>4. Any loss or damage to the stocks and properties or harm and injury to third parties arising from any misconduct, misdemeanor or untoward incident caused by drivers and truck helpers inside NFA owned and leased warehouses or while stocks are in transit.</p> <p>5. The contractor shall be granted a Tolerable Allowance (TOLA) of <u>0.15%</u> for milled rice commodity and <u>0.28%</u> for other grain commodities on a per truck per trip basis for shortages/losses based on weight at the origin. Should the shortages exceed the TOLA, the contractor shall pay the excess based on the replacement cost of the stocks/containers. The 0.15% and 0.28% TOLA shall not apply if pilferage/theft/looting is established after investigation. The replacement cost shall be based on the latest available replacement cost existing at the time of loss of stocks for hauling as imposed by NFA. The Contractor shall settle his shortages by cash payment or deduction from claim;</p> <p>6. If the contractor fails to deliver the volume within the prescribed period as per issued Call-Off, the NFA shall undertake hauling of remaining volume either by hiring private trucks or using its own to expedite delivery. Hauling expenses to be incurred shall be for the account of the contractor and deductible from trucking claims;</p> <p>7. In case of failure to complete the hauling of NFA stocks within the period specified in the Framework Agreement or as provided in the Call-Off, the CONTRACTOR shall pay a penalty for delay computed at 1/10th of 1% of the cost of the unperformed portion of the total amount of the items ordered per Call-Off for every day of delay.</p>
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Section VI. Schedule of Requirements

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/Service Type		Source and Destination	Maximum Quantity (B-50 kg)	Minimum No. Of Required Trucks	Delivery Period
01	Trucking Services for Grains	NFA Region 3 to NFA NCR	100,000	25	Upon effectivity of the Framework Agreement until December 31, 2022, subject to the hauling period indicated per issued Call-Off/s
02	Trucking Services for Grains	NFA Region 3 to NFA Region 5	30,000	20	
03	Trucking Services for Grains	Within Region 3	100,000	25	
04	Trucking Services for Grains	Aurora from/to Nueva Ecija	40,000	20	
	TOTAL		270,000	90	

Section VII. Technical Specifications

Technical Specifications

PARTICULARS	SPECIFICATIONS																								
1. EQUIPMENT	Provision of the required number of trucks, including tarpaulins, tools and accessories sufficient for each unit, as offered until the completion of the contract and shall not be used/offered to any party for the duration of the trucking operations.																								
a. Trucks	<div>LTO Registered Trucks for Hire (TH)</div> <div>With LTFRB Certificate of Public Convenience (CPC)</div> <div>10-wheelers or 20-ft trailers (500 bags capacity)</div> <div>In good running condition, suited for grains cargo transport in consonance with Republic Act No. 10611 of The Food Safety Act of 2013</div> <div>Do not have holes on the flooring and free from objectionable odor, toxic and hazardous substance, foreign matter/dirt and with flooring free from any protruding objects.</div> <div>Minimum number:</div> <table><thead><tr><th colspan="2">Item/Service Type</th><th>Required Trucks</th><th>Owned Trucks</th></tr></thead><tbody><tr><td>01</td><td>Trucking Services for Grains</td><td>25</td><td>13</td></tr><tr><td>02</td><td>Trucking Services for Grains</td><td>20</td><td>11</td></tr><tr><td>03</td><td>Trucking Services for Grains</td><td>25</td><td>13</td></tr><tr><td>04</td><td>Trucking Services for Grains</td><td>20</td><td>11</td></tr><tr><td colspan="2">Total</td><td>90</td><td>48</td></tr></tbody></table>	Item/Service Type		Required Trucks	Owned Trucks	01	Trucking Services for Grains	25	13	02	Trucking Services for Grains	20	11	03	Trucking Services for Grains	25	13	04	Trucking Services for Grains	20	11	Total		90	48
Item/Service Type		Required Trucks	Owned Trucks																						
01	Trucking Services for Grains	25	13																						
02	Trucking Services for Grains	20	11																						
03	Trucking Services for Grains	25	13																						
04	Trucking Services for Grains	20	11																						
Total		90	48																						
b. Tarpaulins	<div>Canvass or sheets which will serve as:</div> <div><div><div></div><div>cover and protection of the grains cargo while in-transit; and</div></div><div><div></div><div>matting to recover or retrieve sweepings and spillages from truck floorings</div></div></div>																								
c. Tools and Accessories	Fire extinguishers, wheel wrench, spare tires, early warning devices and other mechanical tools																								
2. MANPOWER	<div>Provision of the following manpower at any given time to ensure good performance:</div> <div><div>a. Coordinator</div><div>b. One (1) licensed truck driver/ heavy truck operator per truck unit</div><div>c. One helper per truck unit</div></div>																								
3. DELIVERY PERIOD	Transfers of grains are completed within agreed travelling time corresponding to the distance from source to destination and within the hauling period specified in the Call-Off/s issued by the NFA.																								

4. SUBSTITUTION/ REPLACEMENT OF TRUCKS	Provision of substitute trucks which must be of the same or comparable make and of similar tonnage capacity for units not available for use by the NFA for whatever reason and/or additional trucks to expedite completion of the volume per call-off/s.
5. EXPERIENCE	Three (3) years experience in trucking/hauling of bagged cargoes prior to the deadline for the submission and receipt of bids.

The above Statement of Compliance with the Technical Specifications shall be supported by the following valid documents:

1. Contractor's Company Profile indicating the following required information:
 - a. *Contact information/details of the company, including its branch office/s if any;*
 - b. *Number of years in trucking services business; and*
 - c. *Organizational set-up/chart including names of all truckdrivers employed*
2. List of Owned Trucks for Hire (TH), numbering at least **FORTY-EIGHT (48)** units to be supported by the following:
 - a. *LTO Certificate of Registration (CR) and Official Receipt (OR) for each unit of truck;*
 - b. *LTFRB Certificate of Public Convenience (CPC) for each unit of truck or provisional authority issued for any of the following cases:*
 - i. *with on-going application for extension of the existing LTFRB CPC;*
 - ii. *with on-going application for newly purchased brand new units; or*
 - iii. *with on-going re-application for donated and/or newly purchased second hand units.*
 - c. *Copy of the following documents whichever is applicable:*
 - i. *Copy of Deed of Sale for newly purchased truck/s;*
 - ii. *Copy of Purchase/Chattel Mortgage Agreement for unit/s still on installment basis; or*
 - iii. *Copy of Deed of Donation for donated unit/s.*
3. List of Leased TH Trucks, if the number of owned TH trucks are not sufficient for the total project requirement; the number of which must not be less than the balance of the total required number of trucks for the project, to be supported by the following:
 - a. *Duly Notarized Copy of Lease Contract Agreement;*
 - b. *LTO Certificate of Registration (CR) and Official Receipt (OR) for each unit of truck;*
 - c. *LTFRB Certificate of Public Convenience (CPC) for each unit of truck or provisional authority issued for any of the following cases:*
 - i. *with on-going application for extension of the existing LTFRB CPC;*
 - ii. *with on-going application for newly purchased brand new units; or*
 - iii. *with on-going re-application for donated and/or newly purchased second hand units.*

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR
<u>Technical Documents</u>	
<input type="checkbox"/>	(b) 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 supported by: <ul style="list-style-type: none"> i. <i>Contract or Notice of Award indicating the Value of the Contract</i> ii. <i>Certification from the end user of the percentage of accomplishment on the on-going contract; and</i>
<input type="checkbox"/>	(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar in nature and complexity to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC, or at least two (2) similar contracts with aggregate contract amounts equivalent to at least 50% percent of the ABC, the largest of which must be equivalent to at least 25% of the ABC supported by: <ul style="list-style-type: none"> i. <i>Contract</i> ii. <i>End-User's Certificate of Completion; and</i>
<input type="checkbox"/>	(d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
<input type="checkbox"/>	(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
<u>Other documentary requirements as supporting evidence to the Statement of Conformity with the Technical Specifications):</u>	
<input type="checkbox"/>	(e.1) Contractor's Company/Organizational Profile indicating the following required information: <ul style="list-style-type: none"> • Contact information/details of the company, including its branch office/s if any; • Number of years in trucking services business; and • Organizational set-up/chart including names of all truckdrivers employed
<input type="checkbox"/>	(e.2) List of Owned Trucks for Hire (TH), numbering at least FORTY-EIGHT (48) units to be supported by the following: <ul style="list-style-type: none"> • LTO Certificate of Registration (CR) and Official Receipt (OR) for each unit of truck; • LTFRB Certificate of Public Convenience (CPC) for each unit of truck or provisional authority issued for any of the following cases: <ul style="list-style-type: none"> ○ with on-going application for extension of the existing LTFRB CPC;

	<ul style="list-style-type: none"> ○ with on-going application for newly purchased brand new units; or ○ with on-going re-application for donated and/or newly purchased second hand units. • Copy of the following documents whichever is applicable: <ul style="list-style-type: none"> ○ Copy of Deed of Sale for newly purchased truck/s; ○ Copy of Purchase/Chattel Mortgage Agreement for unit/s still on installment basis; or ○ Copy of Deed of Donation for donated unit/s.
<input type="checkbox"/>	<p>(e.3) List of Leased TH Trucks, if the number of owned TH trucks are not sufficient for the total project requirement; the number of which must not be less than the balance of the total required number of trucks for the project, to be supported by the following:</p> <ul style="list-style-type: none"> • Duly Notarized Copy of Lease Contract Agreement; • LTO Certificate of Registration (CR) and Official Receipt (OR) for each unit of truck; • LTFRB Certificate of Public Convenience (CPC) for each unit of truck or provisional authority issued for any of the following cases: <ul style="list-style-type: none"> ○ with on-going application for extension of the existing LTFRB CPC; ○ with on-going application for newly purchased brand new units; or ○ with on-going re-application for donated and/or newly purchased second hand units.
<input type="checkbox"/>	<p>(f) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.</p>
<i>Financial Documents</i>	
<input type="checkbox"/>	<p>(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);</p> <p><u>or</u></p> <p>A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.</p>
<i>Class "B" Documents</i>	
<input type="checkbox"/>	<p>(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.</p>
II. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	<p>(i) Original of duly signed and accomplished Financial Bid Form; <u>and</u></p>
<input type="checkbox"/>	<p>(j) Original of duly signed and accomplished Price Schedule (s)</p>

**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**

Business Name : _____

Business Address : _____

Name of Contract	Owner's Name and Address	Contract Duration	Date Started/ Awarded	Kinds of Goods	Amount of Contract	Value of Outstanding Contract	Bidder's Role
<u>GOVERNMENT</u>							
<u>PRIVATE</u>							

***Instructions**

- State all ongoing contracts including those awarded but not yet started (government and private contracts which maybe similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- The total amount of ongoing and awarded but not yet started contracts should be consistent with those used in the computation of the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- "Name of Contract". Indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. Example : "Provision of Corporate Executive Health Care Program".
- Must be supported by the following Documents:
 - Contract or Notice of Award indicating the Value of the Contract
 - Certification from the enduser of the percentage of accomplishment on the on-going contract

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Statement of Bidder's Single Largest Completed Contract (SLCC) which is similar to the Project, the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to fifty percent (50%) of the ABC; or at least two (2) similar contracts with aggregate contract amounts equivalent to at least 50% percent of the ABC, the largest of which must be equivalent to at least 25% of the ABC completed within three (3) years from the date of submission and receipt of bids

Business Name : _____
 Business Address : _____

Name of Contract	Date of Contract	Contract Duration	Contracting Parties	Kinds of Goods	Amount of Contract	Date of Delivery/ Completion
<u>GOVERNMENT</u>						
<u>PRIVATE</u>						

****Instructions***

- a. Single Largest Contract completed within the last three (3) years as of date of submission and receipt of bids, a contract similar to the project, the value of which adjusted to the current price using the Philippine Statistics Authority (PSA) consumer price indexes must be at least fifty (50%) of the ABC; or at least two (2) similar contracts with aggregate contract amounts equivalent to at least 50% percent of the ABC, the largest of which must be equivalent to at least 25% of the ABC
- b. Cut-off date – as of the day before the deadline of submission and opening of bids.
- c. "NAME OF CONTRACT". Indicate here the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the procurement at hand.
- d. Must be supported by the:
 - i. Contract
 - ii. End-User's Certificate of Completion

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]

CONFORMITY WITH THE TECHNICAL SPECIFICATIONS

*Type or print clearly the technical specifications on the space provided opposite each requirement if different from NFA's specifications, otherwise indicate **COMPLY**. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO COMPLY WILL RESULT IN THE REJECTION OF THE BIDDER'S PROPOSAL.*

PARTICULARS	SPECIFICATIONS	STATEMENT OF COMPLIANCE																							
1. EQUIPMENT	Provision of the required number of trucks, including tarpaulins, tools and accessories sufficient for each unit, as offered until the completion of the contract and shall not be used/offered to any party for the duration of the trucking operations.																								
a. Trucks	LTO Registered Trucks for Hire (TH)																								
	With LTFRB Certificate of Public Convenience (CPC)																								
	10-wheelers or 20-ft trailers (500 bags capacity)																								
	In good running condition, suited for grains cargo transport in consonance with Republic Act No. 10611 of The Food Safety Act of 2013																								
	Do not have holes on the flooring and free from objectionable odor, toxic and hazardous substance, foreign matter/dirt and with flooring free from any protruding objects.																								
	Minimum number:																								
	<table><tr><th colspan="2">Item/Service Type</th><th>Required Trucks</th><th>Owned Trucks</th></tr><tr><td>01</td><td>Trucking Services for Grains</td><td>25</td><td>13</td></tr><tr><td>02</td><td>Trucking Services for Grains</td><td>20</td><td>11</td></tr><tr><td>03</td><td>Trucking Services for Grains</td><td>25</td><td>13</td></tr><tr><td>04</td><td>Trucking Services for Grains</td><td>20</td><td>11</td></tr><tr><td colspan="2">Total</td><td>90</td><td>48</td></tr></table>	Item/Service Type		Required Trucks	Owned Trucks	01	Trucking Services for Grains	25	13	02	Trucking Services for Grains	20	11	03	Trucking Services for Grains	25	13	04	Trucking Services for Grains	20	11	Total		90	48
Item/Service Type		Required Trucks	Owned Trucks																						
01	Trucking Services for Grains	25	13																						
02	Trucking Services for Grains	20	11																						
03	Trucking Services for Grains	25	13																						
04	Trucking Services for Grains	20	11																						
Total		90	48																						
b. Tarpaulins	Canvass or sheets which will serve as: <ul style="list-style-type: none">cover and protection of the grains cargo while in-transit; andmatting to recover or retrieve sweepings and spillages from truck floorings																								
c. Tools and Accessories	Fire extinguishers, wheel wrench, spare tires, early warning devices and other mechanical tools																								
2. MANPOWER	Provision of the following manpower at any given time to ensure good performance: <ul style="list-style-type: none">d. Coordinatore. One (1) licensed truck driver/ heavy truck operator per truck unitf. One helper per truck unit																								

3. DELIVERY PERIOD	Transfers of grains are completed within agreed travelling time corresponding to the distance from source to destination and within the hauling period specified in the Call-Off/s issued by the NFA.	
4. SUBSTITUTION/ REPLACEMENT OF TRUCKS	Provision of substitute trucks which must be of the same or comparable make and of similar tonnage capacity for units not available for use by the NFA for whatever reason and/or additional trucks to expedite completion of the volume per call-off/s.	
5. EXPERIENCE	Three (3) years experience in trucking/hauling of bagged cargoes prior to the deadline for the submission and receipt of bids.	

The above Statement of Compliance with the Technical Specifications shall be supported by the following valid documents:

4. Contractor's Company Profile indicating the following required information:
 - a. *Contact information/details of the company, including its branch office/s if any;*
 - b. *Number of years in trucking services business; and*
 - c. *Organizational set-up/chart including names of all truckdrivers employed*
5. List of Owned Trucks for Hire (TH), numbering at least ____ units to be supported by the following:
 - a. *LTO Certificate of Registration (CR) and Official Receipt (OR) for each unit of truck;*
 - b. *LTFRB Certificate of Public Convenience (CPC) for each unit of truck or provisional authority issued for any of the following cases:*
 - i. *with on-going application for extension of the existing LTFRB CPC;*
 - ii. *with on-going application for newly purchased brand new units; or*
 - iii. *with on-going re-application for donated and/or newly purchased second hand units.*
 - c. *Copy of the following documents whichever is applicable:*
 - i. *Copy of Deed of Sale for newly purchased truck/s;*
 - ii. *Copy of Purchase/Chattel Mortgage Agreement for unit/s still on installment basis; or*
 - iii. *Copy of Deed of Donation for donated unit/s.*
6. List of Leased TH Trucks, if the number of owned TH trucks are not sufficient for the total project requirement; the number of which must not be less than the balance of the total required number of trucks for the project, to be supported by the following:
 - a. *Duly Notarized Copy of Lease Contract Agreement;*
 - b. *LTO Certificate of Registration (CR) and Official Receipt (OR) for each unit of truck;*

- c. *LTFRB Certificate of Public Convenience (CPC) for each unit of truck or provisional authority issued for any of the following cases:*
- i. *with on-going application for extension of the existing LTFRB CPC;*
 - ii. *with on-going application for newly purchased brand new units; or*
 - iii. *with on-going re-application for donated and/or newly purchased second hand units.*

Name of the Company (in print)

Signature of Company Authorized Representative

Name and Designation (in print)

Date

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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]

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

CURRENT ASSETS	P	xxx
LESS CURRENT LIABILITIES	-	<u>xxx</u>
Net Working Capital	=	xxx

The formula to determine NFCC is 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 contracts to be bid.

The values of the bidder's current assets and current liabilities shall be
based on the latest Audited Financial Statements submitted to the BIR.

Multiplied by 15	x	<u>15</u>	P	<u>xxx</u>
LESS OUTSTANDING CONTRACTS				
<u>Ongoing Contracts</u>				
Contract 1 (Specify)	P	xxx		
Contract 2 (Specify)		xxx		
Etc.		xxx		
<u>Awarded contracts</u>				
<u>yet to be started</u>				
Contract 1 (Specify)		xxx		
Contract 2 (Specify)		xxx		
Etc.		<u>xxx</u>	-	<u>xxx</u>
NFCC	=		P	xxx

=====

CERTIFIED CORRECT:

Printed Name and Signature
Proprietor/President/General Manager/
Duly Authorized Representative

Name of Bidder

NOTES:

- A. NFCC must at least be equal to the Approved Budget for the Contract (ABC).
- B. If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed by a local universal or commercial bank.

CREDIT LINE CERTIFICATE

Date: _____

Regional Manager

NATIONAL FOOD AUTHORITY

Region _____

CONTRACT/PROJECT : _____
COMPANY/FIRM : _____
ADDRESS : _____

BANK/FINANCING INSTITUTION : _____
ADDRESS : _____

AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Name of Prospective Bidder), if awarded the above-mentioned Contract, a credit line the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be effective or available on the date of the bid submission by the _____ and shall be maintained until the project is completed by the Contractor.
(Name of Prospective Bidder)

This Certification is being issued in favor of said _____ in
(Name of Prospective Bidder)
connection with the bidding requirement of National Food Authority Region ____ for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized

Financing Institution Officer : _____
Official Designation : _____

Concurred By:

Name & Signature of
Authorized Representative : _____
(Name of Prospective Bidder)

Official Designation : _____

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

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

FRAMEWORK AGREEMENT
TRUCKING SERVICES OF NFA REGION 3
FOR THE PERIOD SEPTEMBER TO DECEMBER 2022
Project Reference No. NFA-2022-RBAC-REGIII-003

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made this _____ day of _____, 2022 and entered into by and between:

The **NATIONAL FOOD AUTHORITY (NFA)**, a government agency created by virtue of Presidential Decree No. 4 issued pursuant to Proclamation No. 1081 as amended by Presidential Decree Nos. 1485 and 1770 with principal office and place of business at Visayas Ave., Quezon City, Philippines, represented herein by the Regional Manager of NFA Region 3, _____ and hereinafter referred to as the “**THE PROCURING ENTITY**”,

and

_____, a corporation duly registered under the laws of the Republic of the Philippines with principal office at _____ represented herein by its _____, _____, hereinafter referred to as the “**THE CONTRACTOR**”,

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use **Framework Agreement** on its procurement project *Procurement of Trucking Services of NFA Region 3*;

WHEREAS, this Agreement is for the option to purchase goods determined to be necessary and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the **Framework Agreement List**, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be Issued for such purpose by THE PROCURING ENTITY; and

WHEREAS, THE CONTRACTOR which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during the period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article I
GENERAL CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE PROCURING ENTITY. THE CONTRACTOR may not require or demand for the latter to purchase the items in the Framework Agreement List.
2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract attached thereto and made an integral part thereof.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) the Contractor’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted, including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Framework Agreement List and the Technical Specifications;
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract;

- (e) the Performance Security;
- (f) the Procuring Entity's Notice to Execute Framework Agreement; and
- (g) Call-Offs.

Article II DURATION

The term of this Agreement shall be from _____ to December 31, 2022 unless sooner revoked by both parties.

Article III CONSIDERATION

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY has the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE CONTRACTOR commits to deliver the goods and perform the services subject to the conditions of the Call-off.

Article IV PERFECTION OF PROCUREMENT CONTRACT

The Framework Agreement being an option contract, a procurement contract is perfected only when THE PROCURING ENTITY exercises the option to procure any item from the Framework Agreement List through the Issuance of a Call-off.

Article V OBLIGATION TO ANSWER A CALL-OFF

Once THE PROCURING ENTITY issues a Call-off, THE CONTRACTOR is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE CONTRACTOR to deliver goods or perform the services shall warrant forfeiture of performance security and imposition of liquidated damages as provided for in the Guidelines on the Use of Framework Agreement by All Procuring Entities without prejudice to all other applicable sanctions.

Article VI TERMS AND CONDITIONS

The terms and conditions of this Framework Agreement shall be governed by the Guidelines on the Use of Framework Agreement by All Procuring Entities and all relevant issuances of the GPPB.

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.

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Nueva Ecija,)
City of Cabanatuan) S.S.

BEFORE ME, a Notary Public for and in Cabanatuan City, Philippines personally appeared this ____ day of _____, 2022, _____, in his official capacity as Regional Manager of the National Food Authority (NFA) - Regional Office 3 with **Driver's License No.** _____ issued on _____ and _____ of _____ with **ID No.** _____ valid until _____; both known to me to be the same persons who executed this foregoing **Framework Agreement for the Procurement of Private Milling Services of NFA Region 3**, consisting of three (3) pages including this page on which the acknowledgement is written; signed by the parties and their instrumental witnesses on each and every page hereof, and parties have acknowledged the same to be their free voluntary act and deed as well as those of the entities represented.

WITNESS MY HAND AND SEAL at the place and on the date first mentioned above.

Notary Public

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

BID FORM
[shall be submitted with the Bid]

Date : _____

Project Identification No. : *NFA-2022-RBAC-REGIII-003*

To : National Food Authority
Regional Office _3
Cabanatuan City, Nueva Ecija

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers _____, the receipt of which is hereby acknowledge, we the undersigned offer to supply/deliver the **Trucking Services of NFA Region 3** in conformity with the said Bidding Documents for the sum of [total Bid amount in words and figures (P_____)] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid. Summary of details shown below:

PARTICULARS	QUANTITY/AMOUNT
Total Items (Trucking Services)	
Total Volume in Bags of 50kg	bags
Total Amount of Bid Before Tax	PhP
Total Amount of Tax	PhP
Total Amount of Bid including Tax	PhP
Total Amount of Bid in Words	

We undertake, if our Bid is accepted, to supply/deliver/perform the **Trucking Services of NFA Region 3** 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, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the **BDS** provision for **ITB Clause 14.2** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal **Framework Agreement** is prepared and executed, this Bid, together with your written acceptance thereof and your Notice to Execute Framework Agreement, 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 as per **ITB Clause 5** of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the **Procurement of Trucking Services of NFA Region 3** [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for the **Procurement of Trucking Services of NFA Region 3**.

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.

Dated this _____ day of _____, _____.

[Name and Signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of

Schedule of Prices

Procurement of Trucking Services of NFA Region 3

ROUTE	DISTANCE IN KM	ABC	VOLUME IN BAGS (A)	BID BEFORE TAX PER UNIT (B)	AMOUNT OF TAX PER UNIT				BID INCLUSIVE OF VAT PER UNIT (G) = B+F	TOTAL AMOUNT OF BID		
					VAT (C)	LOCAL TAX (D)	OTHER TAXES (E)	TOTAL TAX PER UNIT (F)=C+D+E		BEFORE TAX (H) = AxB	TOTAL TAXES (I) = Ax F	TOTAL BID INCLUSIVE OF TAX (J) = H+I
1. NFA REGION 3 TO NFA NCR (NORMAL TERRAIN)												
	33	295,373.10	8,000									
	63	534,666.00	10,000									
	107	884,787.28	13,000									
	115	1,097,238.00	15,000									
	127	369,413.37	5,000									
	157	1,286,039.33	15,000									
	160	2,621,226.67	30,000									
	167	364,787.37	4,000									
		7,453,531.12	100,000									
2. NFA REGION 3 TO NFA REGION 5 (EXTREMELY MOUNTAINOUS TERRAIN)												
	492	761,616.00	3,000									
	563	2,033,556.00	7,000									
	584	904,032.00	3,000									
	618	1,275,552.00	4,000									
	625	2,257,500.00	7,000									
	636	1,969,056.00	6,000									
		9,201,312.00	30,000									
3. WITHIN REGION 3 (NORMAL TERRAIN)												
	65	3,309,837.14	60,000									
	145	3,374,169.34	40,000									
		6,684,006.48	100,000									
4. AURORA FROM/TO NUEVA ECUIA (MOUNTAINOUS TERRAIN WITH FLAT RATE)												
	115	3,118,800.00	40,000									

Submitted by:

Name of the Representative of the bidder

Position

Name of the Bidder

Schedule of Prices

Procurement of Trucking Services of NFA Region 3

INDICATE BID PER UNIT FOR THE FOLLOWING DISTANCES:

DISTANCE IN KM	BID CEILING (LIMIT)	BID BEFORE TAX PER UNIT (B)	AMOUNT OF TAX PER UNIT				BID INCLUSIVE OF VAT PER UNIT (G) = B+F
			VAT (C)	LOCAL TAX (D)	OTHER TAXES (E)	TOTAL TAX PER UNIT (F)=C+D+E	
1. FOR NORMAL TERRAINS (E.G. WITHIN REGION 3 : RATE PER BAG/KM)							
1 – 25	1.9865						
26 – 50	1.1188						
51 – 75	0.8487						
76 – 100	0.7217						
101 – 125	0.6361						
126 – 150	0.5818						
151 – 175	0.5461						
175 – 200	0.5042						
2. FOR EXTREMELY MOUNTAINOUS TERRAINS (E.G. REGION 5 : RATE PER BAG/KM)							
ALL DISTANCES	0.516						
3. FOR MOUNTAINOUS TERRAINS (E.G. AURORA : FLAT RATE PER BAG)							
115	77.97						
133	83.97						
235	200.93						

Submitted by:

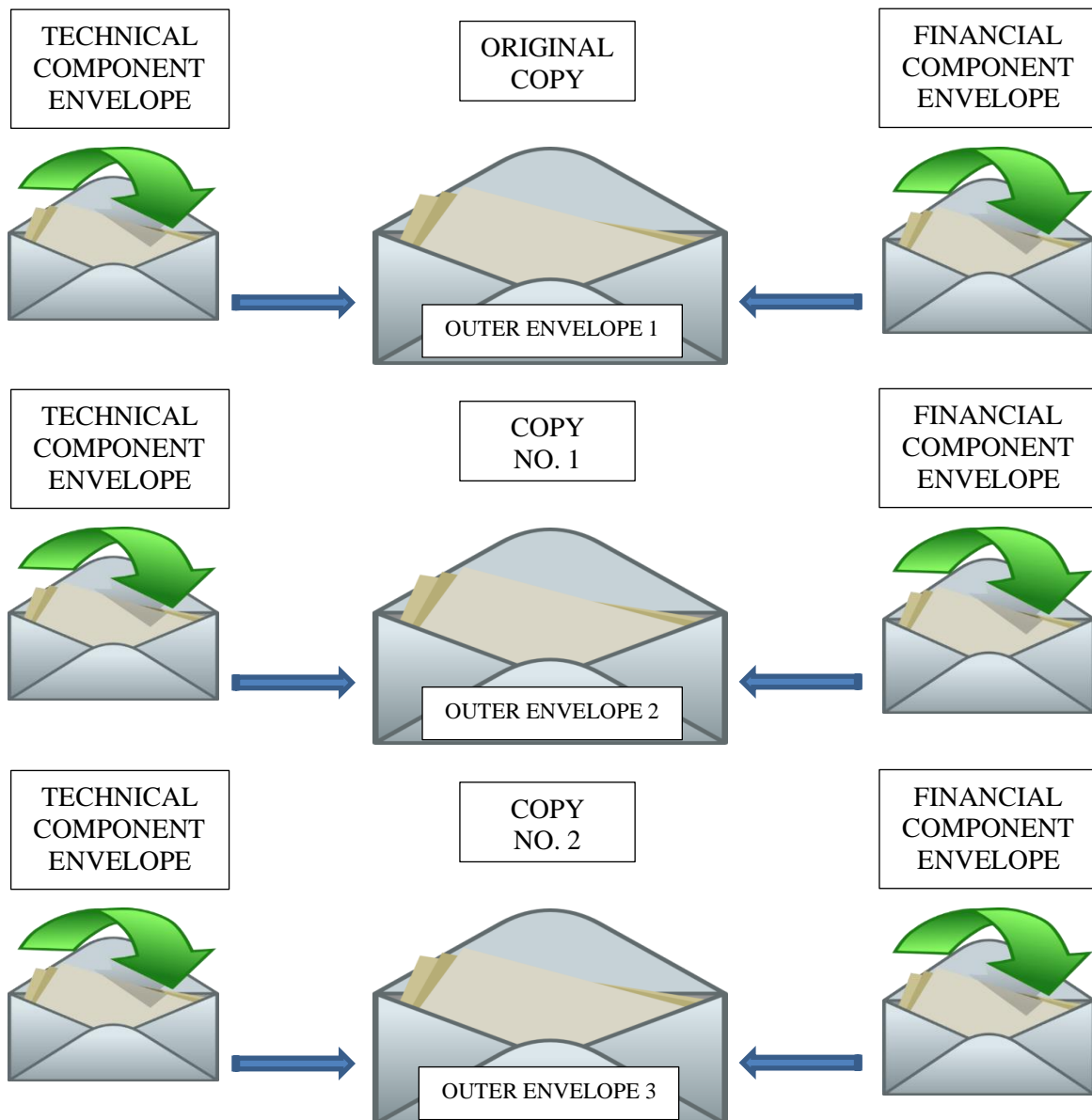
Name of the Representative of the bidder

Position

Name of the Bidder

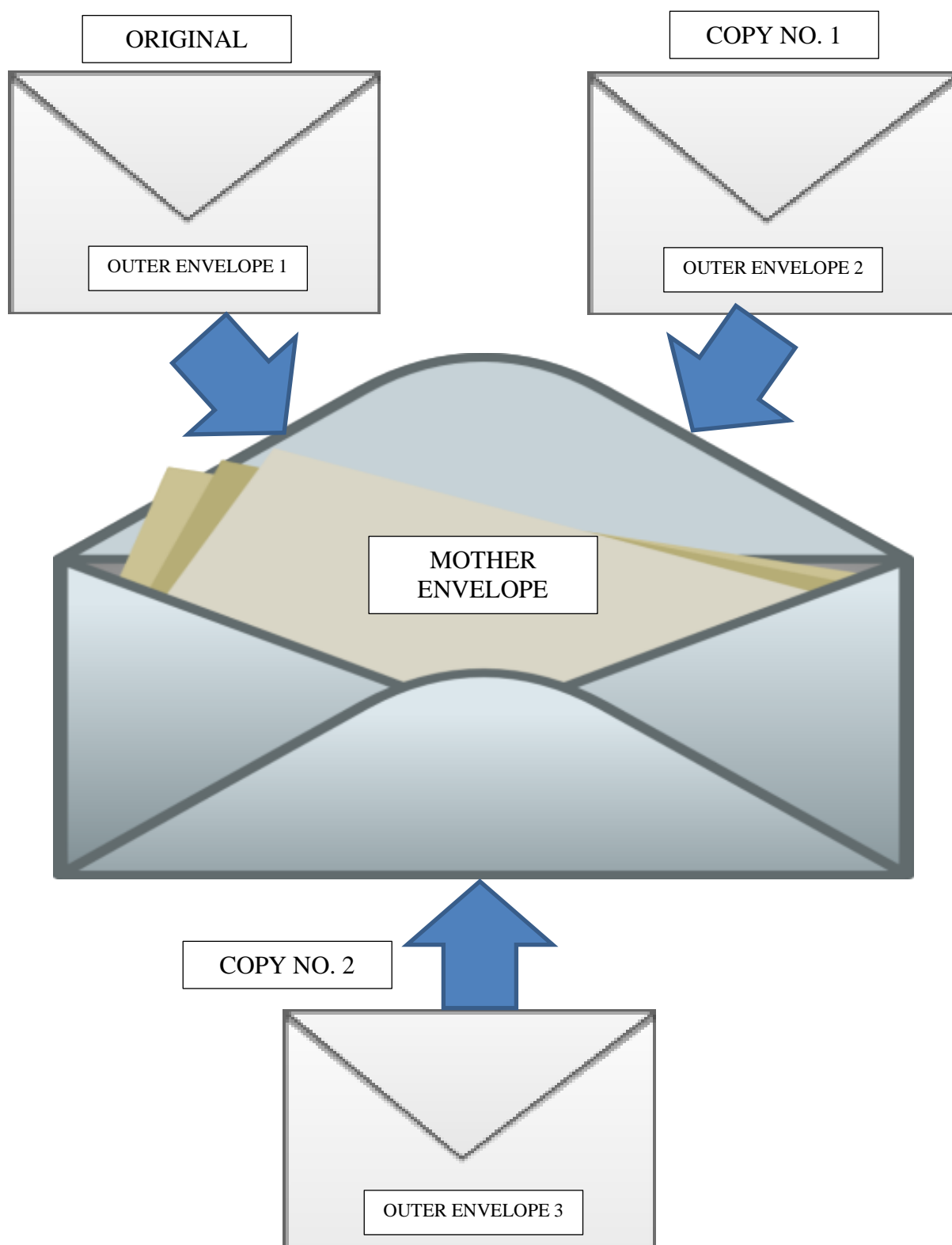
PROCEDURE ON SEALING AND MARKING OF BIDS

A. SEALING – THREE COPIES



PROCEDURE ON SEALING AND MARKING OF BIDS

B. SEALING – FOUR ENVELOPES INTO ONE MOTHER ENVELOPE



PROCEDURE ON SEALING AND MARKING OF BIDS

C. MARKING – TECHNICAL COMPONENT ENVELOPE (ALL CAPS)

TO THE NFA REGION 3 BIDS AND AWARDS COMMITTEE
CENTRAL LUZON REGIONAL OFFICE
CABANATUAN CITY

***ORIGINAL – TECHNICAL COMPONENT**

PROCUREMENT OF TRUCKING SERVICES OF NFA REGION 3
FOR THE PERIOD SEPTEMBER TO DECEMBER 2022

PROJECT REFERENCE NO. NFA-2022-RBAC-REGIII-003

BIDDER'S NAME
ADDRESS

DO NOT OPEN BEFORE 2:00 PM ON SEPTEMBER 21, 2022

**For other copies indicate COPY NO. 1, COPY NO. 2,*

D. MARKING – FINANCIAL COMPONENT ENVELOPE (ALL CAPS)

TO THE NFA REGION 3 BIDS AND AWARDS COMMITTEE
CENTRAL LUZON REGIONAL OFFICE
CABANATUAN CITY

***ORIGINAL – FINANCIAL COMPONENT**

PROCUREMENT OF TRUCKING SERVICES OF NFA REGION 3
FOR THE PERIOD SEPTEMBER TO DECEMBER 2022

PROJECT REFERENCE NO. NFA-2022-RBAC-REGIII-003

BIDDER'S NAME
ADDRESS

DO NOT OPEN BEFORE 2:00 PM ON SEPTEMBER 21, 2022

**For other copies indicate COPY NO. 1, COPY NO. 2,*

E. MARKING – OUTER ENVELOPE (ALL CAPS)

TO THE NFA REGION 3 BIDS AND AWARDS COMMITTEE
CENTRAL LUZON REGIONAL OFFICE
CABANATUAN CITY

***ORIGINAL BID**

PROCUREMENT OF TRUCKING SERVICES OF NFA REGION 3
FOR THE PERIOD SEPTEMBER TO DECEMBER 2022

PROJECT REFERENCE NO. NFA-2022-RBAC-REGIII-003

BIDDER'S NAME
ADDRESS

DO NOT OPEN BEFORE 2:00 PM ON SEPTEMBER 21, 2022

**For other copies indicate COPY NO. 1, COPY NO. 2,*

F. MARKING – MOTHER ENVELOPE (ALL CAPS)

TO THE NFA REGION 3 BIDS AND AWARDS COMMITTEE
CENTRAL LUZON REGIONAL OFFICE
CABANATUAN CITY

TECHNICAL AND FINANCIAL COMPONENT OF THE BID

PROCUREMENT OF TRUCKING SERVICES OF NFA REGION 3
FOR THE PERIOD SEPTEMBER TO DECEMBER 2022

PROJECT REFERENCE NO. NFA-2022-RBAC-REGIII-003

BIDDER'S NAME
ADDRESS

DO NOT OPEN BEFORE 2:00 AM ON SEPTEMBER 21, 2022

G. SIGNING – ALL ENVELOPES



x 10