

PHILIPPINE BIDDING DOCUMENTS

Republic of the Philippines
NATIONAL FOOD AUTHORITY
Caraga Region
Butuan City



PROCUREMENT OF PRIVATE MILLING SERVICES FOR NFA CARAGA REGION FOR 161,741 BAGS OF PALAY

BAC RESOLUTION NO. F-002-2025

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



NATIONAL FOOD AUTHORITY

Caraga Regional Office



J. Rosales Avenue, Brgy. Imadejas, Butuan City 8600

Tel. No. (085) 817-9233

caraga@nfa.gov.ph

INVITATION TO BID

PROCUREMENT OF PRIVATE MILLING SERVICES FOR NFA CARAGA REGION CY 2025 FOR 161,741 BAGS OF PALAY

Project Reference No. F-002-2025

- The National Food Authority (NFA) – Caraga Region, through the Corporate Operating Budget for the year 2025 intends to apply the sum of Pesos: **Fifteen Million Five Hundred Thirty-Nine Thousand Two Hundred Sixty-Six Thousand and 58/100 (15,539,266.58)** being the ABC to payments under the contract for the Procurement of Private Milling Services for NFA Caraga Region for 161,741 Bags of Palay with **BAC Resolution No. F-002-2025** through Payment-In-Kind (PIK) scheme. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Branch/ Warehouse	Lot no.	Estimated Volume to be Milled (bag of 50kg) (Palay)	Rice Recovery @ 63% GMR	Rate of Delivery for rice recoveries per bag of 50kg*	Hauling Expenses for the Return of Output/Bag (Cash)	Milling Cost (Php) @ P 115.00 / Bag output (PIK)	Approved Budget for the Contract (ABC) Excess MRR + by- products per 50kg bag output and Hauling Expenses (Cash and PIK)
ADS BO TOTAL		101,757	64,106.91		2,404,009.13	7,372,294.65	9,776,303.78
Agusan Del Norte	1	10,674	6,724.62	37.50	252,173.25	773,331.30	1,025,504.55
	2	9,000	5,670.00	37.50	212,625.00	652,050.00	864,675.00
	3	9,000	5,670.00	37.50	212,625.00	652,050.00	864,675.00
	4	9,000	5,670.00	37.50	212,625.00	652,050.00	864,675.00
Agusan Del Sur	5	10,083	6,352.29	37.50	238,210.88	730,513.35	968,724.23
	6	9,000	5,670.00	37.50	212,625.00	652,050.00	864,675.00
	7	9,000	5,670.00	37.50	212,625.00	652,050.00	864,675.00
	8	9,000	5,670.00	37.50	212,625.00	652,050.00	864,675.00
	9	9,000	5,670.00	37.50	212,625.00	652,050.00	864,675.00
	10	9,000	5,670.00	37.50	212,625.00	652,050.00	864,675.00
	11	9,000	5,670.00	37.50	212,625.00	652,050.00	864,675.00
SDS BO TOTAL		59,984	37,789.92		1,417,122.00	4,345,840.80	5,762,962.80
Surigao Del Norte	12	6,426	4,048.38	37.50	151,814.25	465,563.70	617,377.95
	13	5,000	3,150.00	37.50	118,125.00	362,250.00	480,375.00
Surigao Del Sur	14	10,000	6,300.00	37.50	236,250.00	724,500.00	960,750.00
	15	10,000	6,300.00	37.50	236,250.00	724,500.00	960,750.00
	16	10,000	6,300.00	37.50	236,250.00	724,500.00	960,750.00
	17	9,558	6,021.54	37.50	225,807.75	692,477.10	918,284.85
	18	9,000	5,670.00	37.50	212,625.00	652,050.00	864,675.00
CARAGA TOTAL		161,741	101,896.83		3,821,131.13	11,718,135.45	15,539,266.58

* Delivery fee may vary based on the distance from Ricemill to designated NFA Warehouse

2. The **NFA- Caraga Region** now invites bids for the above Procurement Project. Delivery of the Goods is required by July to December 2025. Bidders should have completed, within **the last five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is 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- Caraga Region** 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 **June 16, 2025 to July 7, 2025** from the given address and website(s) below during regular work hours, upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amount:

Volume to be Milled (in bag of 50kg output)	Cost of Bidding Documents (Php)
5,590 bags and below	500
5,590 bags to 11,179 bags	1,000.00
11,179 bags to 55,891 bags	5,000.00
55,891 bags to 111,782 bags	10,000.00
111,782 bags to 558,910 bags	25,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, facsimile, or through electronic means.

It may also be downloaded free-of-charge from the websites below, subject to the payment of applicable fee for the Bidding Documents not later than the deadline of submission of bids in order to participate in the bidding process.

6. The **NFA-Caraga** will hold a Pre-Bid Conference on **June 23, 2025 10:00 AM** at National Food Authority Caraga Regional Office, J. Rosales Ave., Imadejas, Butuan City, 8600 and through video conferencing or webcasting via google meet platform with the link to be provided prior to the conduct of the pre-bidding conference, 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 **July 7, 2025 9:00 AM**. 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 **July 7, 2025 10:00 AM** onwards at National Food Authority Caraga Regional Office, J. Rosales Ave., Imadejas, Butuan City, 8600, Bids will be opened in the presence of the bidders' representatives who choose to attend at the activity.
10. The **NFA-Caraga Region** 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.
11. For further information, please refer to:

VINCENT L. ALBIA TWG Head ROEL D. CAPERIG PMO IV / BAC Secretariat	<div>National Food Authority Caraga Regional Office, J. Rosales Ave., Imadejas, Butuan City, 8600 Tel. No. (085) 8179311, Email: bac.caraga@nfa.gov.ph</div>
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12. You may visit the following websites:

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

Date of Issue: June 16, 2025

JESS M. CASIMIRO
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **NFA-Caraga Region** wishes to receive Bids for the **Procurement of Private Milling Services for NFA Caraga Region for 161,741 Bags of Palay with BAC Resolution No. D-002-2025.**

The Procurement Project (referred to herein as “Project”) is composed of **eighteen (18) lots**, 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 **2025** in the amount of **Fifteen Million Five Hundred Thirty-Nine Thousand Two Hundred Sixty-Six and 58/100 Pesos (₱ 15,539,266.58).**

2.2. The source of funding is: 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 shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or video conferencing at the concerned branch offices as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **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 indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in: Philippine Pesos

14. Bid Security

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

14.2. The Bid and bid security shall be valid until **August 26, 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of

RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Milling/processing of palay grains into rice form; b. completed within Five (5) 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	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than percent (5%) of ABC if bid security is in Surety Bond. 				
19.3	Branch/ Warehouse	Lot no.	Estimated Volume to be Milled (in bag of 50kg) Budgetary	Rice Recovery @ 63% GMR	Approved Budget for the Contract (ABC) Excess MRR + by-products per 50kg bag output and Hauling Expenses (Cash and PIK)
	Agusan del Sur BO		101,757	64,106.91	9,776,303.78
	Agusan Del Norte	1	10,674	6,724.62	1,025,504.55
		2	9,000	5,670.00	864,675.00
		3	9,000	5,670.00	864,675.00
		4	9,000	5,670.00	864,675.00
	<i>Agusan Del Sur</i>	5	10,083	6,352.29	968,724.23
		6	9,000	5,670.00	864,675.00
		7	9,000	5,670.00	864,675.00
		8	9,000	5,670.00	864,675.00
		9	9,000	5,670.00	864,675.00
		10	9,000	5,670.00	864,675.00
		11	9,000	5,670.00	864,675.00
	Surigao del Sur BO		59,984	37,789.92	5,762,962.80
	Surigao Del Norte	12	6,426	4,048.38	617,377.95
		13	5,000	3,150.00	480,375.00
	Surigao Del Sur	14	10,000	6,300.00	960,750.00

		15	10,000	6,300.00	960,750.00																	
		16	10,000	6,300.00	960,750.00																	
		17	9,558	6,021.54	918,284.85																	
		18	9,000	5,670.00	864,675.00																	
	CARAGA TOTAL		161,741	101,896.83	15,539,266.58																	
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of notice from the BAC that it submitted the Lowest Calculated Bid, the bidder shall submit one (1) originally signed certified true copy of the original and 2 certified photocopies of the following documentary requirements filed and paid thru BIR Electronic Filing and Payment System (EFPS):</p> <table><tr><th rowspan="2">Documents Particular (If applicable)</th><th>For Individual Tax Payer</th><th>For Non- Individual Tax Payer</th></tr><tr><th colspan="2">BIR Form No.</th></tr><tr><td>1. Quarterly Income Tax Return 2024 4th & 2025 1st QIT Returns</td><td>1701-Q</td><td>1702-Q</td></tr><tr><td>2. Quarterly Business Tax Return</td><td></td><td></td></tr><tr><td> a. Quarterly Value Added Tax Return 2024 4th & 2025 1st QVAT Returns; or</td><td>2550-Q</td><td>2550-Q</td></tr><tr><td> b. Quarterly Percentage Tax Return 2024 4th & 2025 1st QPT Returns.</td><td>2551-Q</td><td>2551-Q</td></tr></table> <p>The Bidder shall present the Original & submit two (2) certified photocopies each of the following documentary requirements:</p> <ol style="list-style-type: none">1. Registration certificate from Securities and Exchange Commission (SEC) for corporation and partnership, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;2. Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;3. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);4. The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;					Documents Particular (If applicable)	For Individual Tax Payer	For Non- Individual Tax Payer	BIR Form No.		1. Quarterly Income Tax Return 2024 4 th & 2025 1 st QIT Returns	1701-Q	1702-Q	2. Quarterly Business Tax Return			a. Quarterly Value Added Tax Return 2024 4 th & 2025 1 st QVAT Returns; or	2550-Q	2550-Q	b. Quarterly Percentage Tax Return 2024 4 th & 2025 1 st QPT Returns.	2551-Q	2551-Q
Documents Particular (If applicable)	For Individual Tax Payer	For Non- Individual Tax Payer																				
	BIR Form No.																					
1. Quarterly Income Tax Return 2024 4 th & 2025 1 st QIT Returns	1701-Q	1702-Q																				
2. Quarterly Business Tax Return																						
a. Quarterly Value Added Tax Return 2024 4 th & 2025 1 st QVAT Returns; or	2550-Q	2550-Q																				
b. Quarterly Percentage Tax Return 2024 4 th & 2025 1 st QPT Returns.	2551-Q	2551-Q																				
21.1	<p>List of additional contract documents relevant to the Project:</p> <p>Fire Insurance from an insurer duly registered with the Insurance Commission</p>																					

	<p>and acceptable to the NFA to cover fire, floods and typhoons in an amount equivalent to One Hundred Percent (100%) of the book value of issued stocks from a minimum of two (2)-day to a maximum of six (6)-day palay input capacity of the CONTRACTOR's mill on a 12-hour per day operation. Such insurance shall be effective on the day of the first issuance of stocks to the CONTRACTOR until the period stated in the contract.</p>
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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**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>I. DUTIES AND RESPONSIBILITIES OF NFA</p> <p>The NFA shall:</p> <ol style="list-style-type: none"> 1. Allow interested millers to undertake validation of laboratory test milling result. Drawing of palay samples for validation purposes shall be made with the supervision of NFA technical personnel using NFA Sampling Method; 2. Initially issue two (2) batches of palay. Each batch shall be equivalent to one (1) day to three (3) days of milling capacity of the mill on a 12-hour operation at five (5) days a week. A succeeding batch shall be issued only after one preceding batch is fully liquidated through the submission of a Milling Report together with relevant documents; 3. Not issue stocks for milling in the absence of Performance Security in the form and amount acceptable to NFA; 4. Provide Timeline and Schedule of Delivery to the prospective bidder; 5. Assign a Milling Supervisor to the contractor's mill site with the following functions: <ol style="list-style-type: none"> a. Supervise milling operations and monitor the percentage of bran streaks of the rice in process using the staining method of determining the milling degree; b. Submit at the end of the day a daily milling report showing the detailed daily issuances of palay and balances of milled rice recoveries of a particular batch, as well as the running totals for issues. The report shall also include issues, receipts and balances of empty sacks. 6. Issue Warehouse Stock Issue (WSI) to document the palay withdrawn by the CONTRACTOR from designated issuing warehouses and Warehouse Stock Receipt (WSR) to document the corresponding milled rice recoveries from the CONTRACTOR's mill delivered to the NFA designated receiving warehouses; 7. Entrust to the CONTRACTOR the rice empty sacks to serve as containers for the milled rice due to the NFA; 8. Issue Empty Sack Issue (ESI) to document all issuance(s) of empty sacks to miller-contractor and Empty Sack Receipt (ESR) to document all empty sacks returned to NFA from the CONTRACTOR's trust and mill site; 9. Pay the CONTRACTOR the delivery expenses that the latter will incur in the delivery to NFA of the Contracted Milling Recovery Output from the CONTRACTOR's mill-site to the NFA designated warehouse at the NFA

approved rates;

10. Accept all deliveries of milled rice that conform to NFA specifications;
- 11.
12. In case it receives written report from the CONTRACTOR regarding suspension or stoppage of milling operations, verify the same immediately and the NFA Provincial Manager shall act expeditiously. The NFA Provincial Manager may, at his / her discretion:
 - a. In case of mechanical breakdown of rice mill, wait for the mill to be repaired or for the mill to resume operation provided it will not compromise the schedule of delivery. In this event, the counting of the delivery period shall be automatically suspended and shall reckon upon resumption of milling operation. No suspension of the delivery period shall be allowed if the CONTRACTOR has no written notice to NFA;
 - b. Obtain the services of another miller-contractor under the same terms at the contractor's expense until the latter can comply with his / her obligations;
 - c. Demand in writing the specific performance plus damages; or
 - d. Rescind the contract with damages. In this event, a new bidding of milling services shall be conducted; and
 - e. In cases of emergency/force majeure/fortuitous event, the implementation of the contract be suspended until such time that the situation returns to normal.

Review and evaluate the Statement of Milling Liquidation prepared by the miller-contractor per batch.

II. DUTIES AND RESPONSIBILITIES OF MILLER-CONTRACTORS

The Contractor shall:

1. Withdraw the palay and empty sacks from the designated NFA warehouse and shall transport to his mill site at his / her own expense;
2. Witness, personally or through his representative duly authorized in writing, the weighing of palay issuance and acknowledge all palay and empty sacks issued by NFA in the WSI and ESI. The contents of these documents shall be conclusive in so far as the issuances of stocks / MTS are concerned. Likewise, the Authority to Issue (AI), Warehouse Stock Issue (WSI), Sack Issuance Authority (SIA), Empty Sack Issue (ESI), Warehouse Stock Receipt (WSR), and Empty Sack Receipt (ESR) shall be the bases for the examination of the CONTRACTOR's accountability for palay, empty sacks, and recoveries;
3. Shoulder all handling expenses incurred from the carrier (truck) up to the miller's pile during the receipt of palay / empty sack and from miller's pile up

	<p>to the carrier (truck) upon deliveries of milled rice, as well as unused empty sacks;</p> <ol style="list-style-type: none"> 4. Undertake to mill the NFA stocks at its Ricemill immediately upon receipt of palay stocks at a minimum volume of one (1) to three (3) days of milling capacity on a 12-hr operation input at least five (5) days a week. CONTRACTOR shall prioritize the milling of the NFA stocks and milling shall be exclusive and continuous. In case CONTRACTOR fails to continuously and exclusively mill the NFA stocks, CONTRACTOR acknowledges NFA's right to terminate the contract with or without notice; 5. Place the milled rice in the containers of fifty (50) kilograms net weight provided by NFA. Moreover, NFA stocks and empty sacks and recoveries shall be segregated and/or be made identifiable from other stocks or piles. In addition, bin cards shall be placed in every pile; 6. Ensure that palay sacks are not damaged during milling operations for NFA's recycling purposes. He / She is liable for the palay and empty sacks issued by NFA while the stocks are in his custody; 7. Not use hooks in handling the NFA's palay and milled rice stocks; 8. Not charge storage fee while the stocks / empty sacks are in his custody; 9. Deliver the milled stocks, palay MTS, and unused empty rice sacks, if any, not later than the third (3rd) day from the date of the last WSI issued for a particular AI (batch) and shall be completed not later than the fifth (5th) day from date of said last WSI. <ol style="list-style-type: none"> a. In case the CONTRACTOR fails to complete his delivery on the 5th day, for a valid reason, the NFA shall grant a grace period of six (6) days to deliver the rice recoveries and the unused MTS without penalty. In case a grace period is granted, the imposition of penalty shall begin after the lapse of the grace period. Should the grace period lapse and the delivery is not yet completed, the Contractor shall be considered in default; 10. Suspend the milling operation in case the milled rice does not conform with the required milling quality / specification and notify NFA in writing of the incident within 24 hours. Failure of the CONTRACTOR to notify NFA in writing of the incident shall make the CONTRACTOR liable for the consequences; 11. Secure Fire Insurance from an insurer duly registered with the Insurance Commission and acceptable to the NFA to cover fire, floods and typhoons in an amount equivalent to One Hundred Percent (100%) of the book value of issued stocks from one (day) to a maximum of six (6) day palay input capacity of the CONTRACTOR's mill on a 12-hour per day operation. Such insurance shall be effective on the day of the first issuance of stocks to the CONTRACTOR; 12. Responsible for the filing and payment of necessary taxes related to his / her palay milling transactions with the NFA, if applicable; <ol style="list-style-type: none"> a. In consonance with Republic Act No. 10611 or the Food Safety Act of 2013, ensure that trucks to be used in the delivery of rice recoveries are
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suited for grains cargo transport, do not have holes/ruptures on the flooring to avoid pilferage / spillage, free from objectionable odor, toxic, and hazardous substances and foreign matters / dirt that may cause damage and / or adulteration / contamination of rice stocks.

III.COMPENSATION

Payment for the milling services rendered shall be in kind. The CONTRACTOR agrees to accept as full payment, any and all by-products as well as the rice recoveries in excess of the Contracted Milling Recovery (CMR) of the actual volume milled. Hence, there shall be NO CASH OUTLAY from NFA for payment of milling services except for payment for the delivery of rice recoveries from mill to designated receiving warehouses.

IV.PROVISIONS COVERING SUBSTANDARD DELIVERIES

- V. All rice recoveries shall pass the bran streaks requirement using the NFA's staining method prior to acceptance.

The NFA shall not accept any milled rice deliveries if bran streaks are more than Nineteen percent (19%) for WMR and more than 40% for RMR. Likewise, those beyond the +2% acceptable deviation of percentage broken shall not be accepted. The transport, reprocessing, and other expenses including penalties for any delay in the delivery of rice recoveries shall be for the account of the Contractor. However, if rice recoveries delivered based on the physical assessment of NFA is sub-standard and very evident that it is mixed / blended with sub-standard rice or substituted with inferior quality rice, the Contractor shall automatically be considered in default.

VI.DELAYED DELIVERIES

The CONTRACTOR shall be considered in delay if, without written justification he / she fails to deliver the milled rice recovery within the allowable grace period reckoned from the date of issuance of the WSI of a particular AI / batch under Par V sub-par 10 hereof. The CONTRACTOR shall pay a penalty for delay computed at 1/10th of 1% of the book value of the undelivered stocks / sacks per day of delay.

VII. DEFAULT

- VIII. The CONTRACTOR shall be considered in default upon the occurrence of any of the following incidents:

- a. If the CONTRACTOR failed to deliver the stocks within the period allowed him / her;
- b. Delivery by the CONTRACTOR of sub-standard rice and it is clearly apparent to NFA that the palay form was substituted with new harvested palay or palay with inferior quality, and / or mixed / blended with sub-standard rice or substituted with inferior quality rice; and
- c. If on any day after the issuance of stocks, no NFA stocks are found in the rice mill and the CONTRACTOR has not made any delivery in whole or in part.

IX. Upon the occurrence of any the foregoing events of default, the NFA shall require the CONTRACTOR within fifteen (15) days from Notice of Default to either:

- a. For Item 1.a., to pay a penalty computed at 1/10th of 1% of the book value of the undelivered stocks / sacks per day of delay;
- b. For Items 1b and 1c, restitute the undelivered stocks / sacks by delivering rice or palay or MTS plus pay a penalty computed at 1/10th of 1% of the book value of the undelivered stocks / sacks per day of delay starting from the day of default:
 - b.1 If restitution shall be in rice form, the rice should be in accordance with the specification required of the stocks issued him and in such quantity that should be equivalent to the recoveries of the palay issued him plus the corresponding penalty.
 - b.2 If restitution shall be in palay form such palay should be of the same quality as that issued to him and in such quantity that should be equivalent to the quantity issued him plus the corresponding penalty.

X. SPECIAL PROVISIONS

1. The NFA does not warrant the full milling of the awarded volume during the effectivity of the milling contract which shall depend on its operational needs.
2. The CONTRACTOR shall be considered as trustee of the palay and / or rice and by-products and empty sacks and shall hold the same in trust from the time the CONTRACTOR acknowledges the receipt of palay and / or rice and by-products and empty sacks until such time that all milled rice and empty sacks have been fully delivered to and accepted by the NFA.
3. It is understood that time is of the essence of the contract and in case of failure of the CONTRACTOR to comply with the terms and conditions set forth, the CONTRACTOR shall be held liable in accordance with existing laws and decrees if the fault is attributable to him / her. Every participating CONTRACTOR shall be designated a corresponding milling period based on milling capacity and NFA's provincial distribution plan. The milling period for (name of Rice Mill) shall be from _____ to _____, 2019 in accordance with the approved Marketing Plan.
4. In case the CONTRACTOR has any outstanding obligations with the NFA, the latter shall have the right to retain 100% of the money value of whatever receivables the CONTRACTOR may have from NFA and apply the same by way of compensation for the obligations.
5. In case of litigation arising from this contract, the CONTRACTOR agrees to pay liquidated damages in the amount of not less than

	<p>Fifty Thousand Pesos (Php50,000.00) plus cost of suit;</p> <p>6. The basis for the examination of accountabilities of CONTRACTOR shall be the palay and empty sacks issued vis-à-vis the rice delivered and empty sacks returned;</p> <p>a. The minimum volume to be issued for milling at any one time shall be based on the milling capacity of the ricemill equivalent to two (2) batches of its 12-hrs milling capacity per day.</p>
2.2	<p>1. Payment for the milling services rendered shall be in kind. The CONTRACTOR agrees to accept as full payment, any and all by-products as well as the rice recoveries in excess of the Contracted Guaranteed Milling Recovery (GMR) of the actual volume milled. Hence, there shall be NO CASH OUTLAY from NFA for payment of milling services except for payment for the delivery of rice recoveries from mill to designated receiving warehouses.</p> <p>2. All payments for the Contractor shall be made at the Branch Office concerned which has jurisdiction over the Project.</p> <p>3. All payments to the Contractor under this Contract shall be subject to the usual accounting and auditing rules and regulations.</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months

Section VII. Technical Specifications

Technical Specifications

Item	Specification																										
Palay Milling Services	<p>I. RICEMILL SPECIFICATIONS: <i>For Multi-Pass Ricemill</i></p> <p>Ricemill Parameters Classification : Multi-pass Rice Mill Capacity : 1.5-TPH based on paddy input Rice Mill Equipment Dehuller : Should be rubber-roll type with 75.0% Hulling Efficiency (minimum) Polisher : A combination of Abrasive and/or Friction-type polishers Destoner : Required</p> <p><i>For Single- Pass Ricemill</i></p> <p>Ricemill Parameters Classification : Single Pass Capacity : 1.0-TPH based on paddy input Rice Mill Equipment Dehuller : Should be rubber-roll type with 75.0% Hulling Efficiency (minimum) Milling Degree : Can accommodate RMR and WMR</p>																										
	<p>II. QUALITY SPECIFICATIONS OF INPUT/OUTPUT:</p> <table> <tr> <th>PARTICULARS</th><th>REQUIREMENTS</th></tr> <tr> <td>A. Palay Input Rice Output</td><td>Palay Milled Rice</td></tr> <tr> <td>B. Milling Degree</td><td>Well Milled Rice</td></tr> <tr> <td>C. Required Minimum Rice Recovery</td><td>63.00%</td></tr> <tr> <td>D. Technical Specifications of Milled Rice</td><td></td></tr> <tr> <td>Brokens (maximum) total including brewers (1% max)</td><td>40.00%</td></tr> <tr> <td>Head Rice (minimum)</td><td>60.00%</td></tr> <tr> <td>Foreign Matter (maximum)</td><td>0.20%/0.25%</td></tr> <tr> <td>Paddy (maximum), number per 1,000 grams</td><td>25</td></tr> <tr> <td>Moisture Content (maximum)</td><td>14.00%</td></tr> <tr> <td>Bran Streaks</td><td>1.00%-19.00%</td></tr> <tr> <td>Discolored and Damaged Kernels</td><td>0%-7%</td></tr> <tr> <td>Milled Rice shall be free from objectionable odor and insect infestation.</td><td>0%</td></tr> </table>	PARTICULARS	REQUIREMENTS	A. Palay Input Rice Output	Palay Milled Rice	B. Milling Degree	Well Milled Rice	C. Required Minimum Rice Recovery	63.00%	D. Technical Specifications of Milled Rice		Brokens (maximum) total including brewers (1% max)	40.00%	Head Rice (minimum)	60.00%	Foreign Matter (maximum)	0.20%/0.25%	Paddy (maximum), number per 1,000 grams	25	Moisture Content (maximum)	14.00%	Bran Streaks	1.00%-19.00%	Discolored and Damaged Kernels	0%-7%	Milled Rice shall be free from objectionable odor and insect infestation.	0%
PARTICULARS	REQUIREMENTS																										
A. Palay Input Rice Output	Palay Milled Rice																										
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Bran Streaks	1.00%-19.00%																										
Discolored and Damaged Kernels	0%-7%																										
Milled Rice shall be free from objectionable odor and insect infestation.	0%																										

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

- a. Proof of ownership (Transfer Certificate of Title or Tax Declaration).
- b. Miller's Profile stating the following:
 - a. Contact information/details of the company, including its branch office/s if any;
 - b. Number of years in the palay milling business; and
 - c. Contractor's Organizational Chart
- c. Certification issued by the concerned NFA Branch Office stating therein the prospective bidder's rice mill, passed all the parameters of the technical specifications based on the results of the latest test milling operations conducted. The Certification shall also state the actual/effective 12-hour input capacity of the prospective bidder's ricemill based on the results of the said test milling.
- d. Certificate of Clearance signed by the concerned NFA Branch Manager and Accountant III for previous milling contract/s, if applicable.
- e. Certification issued by the concerned NFA Branch Office that the prospective bidder is not a defaulting miller-contractor.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- ☐ (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; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (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**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (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.

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- ☐ (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (k) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government

office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Statement of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started

[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Names of outstanding contracts with other contracting parties, i.e. Procuring Entity or private company allowed by the rules	Date of the Contract	Contract Duration	Owner's name and Address	Total Amount of Contract	Value of Outstanding Contract	Date of Delivery
<u>Government</u>						
<u>Private</u>						

Submitted by : _____

(Printed Name and Signature)

Designation : _____

Date : _____

NOTE:

- i. State **ALL** ongoing contracts including those awarded but not yet started (government and private contracts which may be **similar or not similar** to the project being bidded).
- ii. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Statement of Single Largest Completed Contract which is Similar in Nature
[shall be submitted with the Bid]

Business Name: _____

Business Address: _____

Name of the completed contract	Date of the Contract	Contract Duration	Owner's Name and Address	Amount of Contract	Date of Acceptance

Submitted by : _____
(Printed Name and Signature)

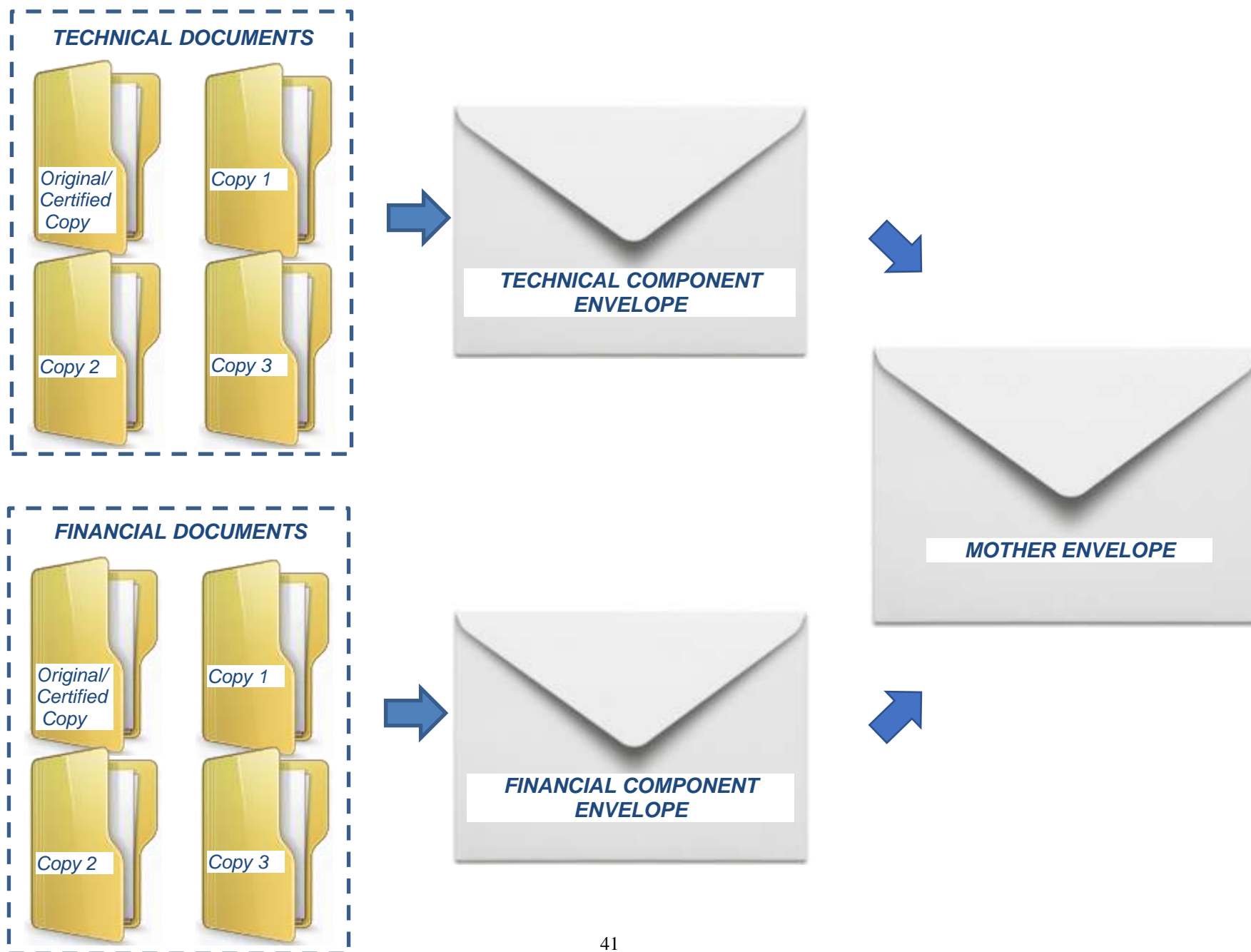
Designation : _____

Date : _____

NOTE:

The SLCC should be supported by an Owner's Certificate of Acceptance issued by the project owner or Constructors Performance Evaluation System (CPES) final rating of at least **Satisfactory**.

PROCEDURE ON BID DOCUMENTS SEALING & MARKING



[NAME OF THE CONTRACT TO BE BID]

[Name & Address of Bidder]

ORIGINAL* - TECHNICAL COMPONENT (FIRST ENVELOPE)

BIDS AND AWARDS COMMITTEE (BAC)
NATIONAL FOOD AUTHORITY CARAGA REGIONAL OFFICE
J. Rosales Ave., Butuan City, 8600

[NAME OF THE CONTRACT TO BE BID]

[Name & Address of Bidder]

ORIGINAL* - FINANCIAL COMPONENT (SECOND ENVELOPE)

BIDS AND AWARDS COMMITTEE (BAC)
NATIONAL FOOD AUTHORITY CARAGA REGIONAL OFFICE
J. Rosales Ave., Butuan City, 8600

** For the photocopies, indicate if: Copy no. 1, Copy no. 2, and Copy no. 3*

DO NOT OPEN BEFORE *[Time and Date of Bid Opening]*

[NAME OF THE CONTRACT TO BE BID]

[Name & Address of Bidder]

[Name & Address of Bidder]

BIDS AND AWARDS COMMITTEE (BAC)
NATIONAL FOOD AUTHORITY CARAGA REGIONAL OFFICE
J. Rosales Ave., Butuan City, 8600

DO NOT OPEN BEFORE *[Time and Date of Bid Opening]*

MOTHER ENVELOPE

NOTE: Signature of bidder or authorized representative is required in the envelope.



