



NATIONAL FOOD AUTHORITY
CENTRAL OFFICE

**SUPPLY, DELIVERY, INSTALLATION,
TESTING AND COMMISSIONING OF
RICEMILL AND GRAIN DRYER FOR
THE NFA MODERNIZED WAREHOUSES
IN SUPPORT TO BUFFER STOCKING
PROGRAM AT VARIOUS NFA
COMPOUNDS IN REGION I, II, & III**

Date Issue: 17 JULY 2025
Project Identification Number: 2025-15

Visayas Avenue, Brgy. Vasra, Diliman,
Quezon City 1128
Email Address: bac@nfa.gov.ph

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	11
1. Scope of Bid	12
2. Funding Information.....	12
3. Bidding Requirements	12
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	13
5. Eligible Bidders.....	13
6. Origin of Goods	14
7. Subcontracts	14
8. Pre-Bid Conference	15
9. Clarification and Amendment of Bidding Documents	15
10. Documents comprising the Bid: Eligibility and Technical Components	15
11. Documents comprising the Bid: Financial Component	16
12. Bid Prices	16
13. Bid and Payment Currencies	17
14. Bid Security	17
15. Sealing and Marking of Bids	18
16. Deadline for Submission of Bids	18
17. Opening and Preliminary Examination of Bids	18
18. Domestic Preference	19
19. Detailed Evaluation and Comparison of Bids	19
20. Post-Qualification	20
21. Signing of the Contract	20
Section III. Bid Data Sheet	22
Section IV. General Conditions of Contract	24
1. Scope of Contract	25
2. Advance Payment and Terms of Payment	25
3. Performance Security	25
4. Inspection and Tests	26
5. Warranty	26
6. Liability of the Supplier	26
Section V. Special Conditions of Contract	27
Section VI. Schedule of Requirements	32
Section VII. Technical Specifications	34
Section VIII. Checklist of Technical and Financial Documents	37

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

Bids and Awards Committee



Visayas Avenue, VASRA, Diliman, Quezon City 1128

bac@nfa.gov.ph

INVITATION TO BID FOR THREE(3) LOTS SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF RICEMILL AND GRAIN DRYER FOR THE NFA MODERNIZED WAREHOUSES IN SUPPORT TO BUFFER STOCKING PROGRAM AT VARIOUS NFA COMPOUNDS IN REGION I, II, & III

1. The National Food Authority (NFA) Central Office, through the General Appropriations Act (GAA) for fiscal year 2025 intends to apply the sum of **TWO HUNDRED SEVENTY-FIVE MILLION PESOS ONLY (PhP 275,000,000.00)** for Lot 1, **TWO HUNDRED SEVENTY-FIVE MILLION PESOS ONLY (PhP 275,000,000.00)** for Lot 2, and **FIVE HUNDRED FIFTY-SEVEN MILLION PESOS ONLY (PhP 557,000,000.00)** for Lot 3, inclusive of VAT, being the Approved Budget for the Contract (ABC) to payments under the contract for the following lots. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot No.	Project ID No.	Qty.	Item/Description	Approved Budget for the Contract (in PhP)	Price of Bid Documents (in PhP)
1	2025-15a	One (1) Lot	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Dingras, Ilocos Norte, Region I	275,000,000.00	50,000.00
2	2025-15b	One (1) Lot	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Allacapan, Cagayan, Region II	275,000,000.00	50,000.00

3	2025-15c	One (1) Lot	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at various NFA Compounds in Region III	557,000,000.00	75,000.00
---	----------	-------------	---	----------------	-----------

2. The equipment shall be delivered at the following sites:
 - For Lot 1: Region I
 - i. NFA Compound, Brgy. Saldares, dingras, Ilocos Norte
 - For Lot 2: Region II
 - i. NFA Compound, Brgy. Matucay, Allacapan, Cagayan
 - For Lot 3: Region III
 - i. NFA Compound, Brgy. Imelda, Cabanatuan City, Nueva Ecija
 - ii. NFA Compound, Brgy. Jefmin, Concepcion, Tarlac

3. The **NFA Central Office** through its **Bids and Awards Committee**, now invites bids for the above Procurement Project for Supply, Delivery, Installation, Testing and Commissioning of Ricemill and Grain Dryer which shall be within **THREE HUNDRED (300) calendar days** from receipt of the Notice to Proceed. Bidders should have completed a contract similar to the project within **ten (10) years prior** to the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

4. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

5. Interested bidders may obtain further information from **the NFA Central Office BAC Secretariat** and inspect the Bidding Documents at the address and e-mail given below from **8:00 AM to 5:00 PM**, Mondays to Fridays, except for holidays.

6. A complete set of Bidding Documents may be acquired by interested bidders starting on **17 July 2025 to 11 August 2025**, before the scheduled opening of bids from the given address, e-mail, and website 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 **Fifty Thousand Pesos (Php50,000.00) for lots 1 & 2; and Seventy-five Thousand Pesos (Php75,000.00) for lot 3**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person to the BAC Head Secretariat at **the NFA Central Office, Visayas Avenue, Brgy. Vasra, Diliman, Quezon City 1128**.

7. The **NFA Central Office** will hold a Pre-Bid Conference on **28 July 2025, 9:00 a.m onwards** at the **Office of the Deputy Administrator, Seventh (7th) Floor, NFA Building, Visayas Avenue, Brgy. VASRA, Diliman, Quezon City**, and through video conferencing or webcasting via the Google Meet platform which shall be open to prospective bidders.

Meeting details shall be made available to interested bidders upon request sent to the official e-mail of NFA Central Office at bac@nfa.gov.ph.

8. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address as indicated below on or before **11 August 2025, 8:30 a.m.** Late bids shall not be accepted.

9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

10. Bid opening shall be on **11 August 2025, 9:00 a.m onwards** at the given address below **Office of the Deputy Administrator, Seventh (7th) Floor, NFA Building, Visayas Avenue, Brgy. VASRA, Diliman, Quezon City**, and through video conferencing or webcasting via the Google Meet platform. Bids shall be opened in the presence of the bidder's representatives who choose to attend the activity.

11. In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005-Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is "DRAW LOTS", in the event that the two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated and Responsive Bid (LCRB), based on the following procedures:

- In alphabetical order, the bidder shall pick one roll of paper.
- The lucky bidders who pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for the award of the contract.

12. The **National Food Authority** 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 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

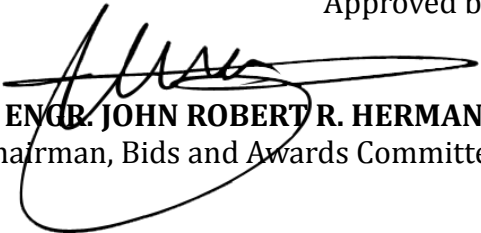
13. For further information, please refer to:

Name of Contact Person	:	ENGR. LESLIE M. NAVARRO <i>Head, BAC Secretariat</i>
Postal Address	:	National Food Authority Central Office Visayas Avenue, Brgy. Vasra, Diliman, Quezon City, 1128
E-mail Address	:	bac@nfa.gov.ph

13. You may visit the following websites for downloading of Bidding Documents:

- NFA Central Office website (www.nfa.gov.ph)
- PhilGEPS website (www.philgeps.gov.ph)

Approved by:



ENGR. JOHN ROBERT R. HERMANO
Chairman, Bids and Awards Committee

Date of Issue: **17 July 2025**

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *the National Food Authority (NFA)* wishes to receive Bids for the *Three (3) Lots Supply, Delivery, Installation, Testing And Commissioning of Ricemill And Grain Dryer For The NFA Modernized Warehouses in Support to Buffer Stocking Program at Various NFA Compounds in Region I, II, & III*, with identification number Project Identification Numbers: *2025-15a, 2025-15b, and 2025-15c* with details as follows:

Lot No.	Project ID No.	Item/Description
1	2025-15a	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Dingras, Ilocos Norte, Region I
2	2025-15b	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Allacapan, Cagayan, Region II
3	2025-15c	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at various NFA Compounds in Region III

The Procurement Project (referred to herein as “Project”) is composed of **three (3) 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 2025 in the amount of **TWO HUNDRED SEVENTY-FIVE MILLION PESOS ONLY (PhP275,000,000.00)** for Lot 1, **TWO HUNDRED SEVENTY-FIVE MILLION PESOS ONLY (PhP 275,000,000.00)** for Lot 2, and **FIVE HUNDRED FIFTY-SEVEN MILLION PESOS ONLY (PhP 557,000,000.00)** for Lot 3, inclusive of all applicable taxes, as follows:

Lot No.	Project ID No.	Qty.	Item/Description	ABC PER LOT INCLUSIVE OF ALL APPLICABLE TAXES (in PhP)
1	2025-15a	One (1) Lot	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Dingras, Ilocos Norte, Region I	Two Hundred Seventy-Five Million Pesos Only (PhP275,000,000.00)
2	2025-15b	One (1) Lot	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Allacapan, Cagayan, Region II	Two Hundred Seventy-Five Million Pesos Only (PhP275,000,000.00)
3	2025-15c	One (1) Lot	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at various NFA Compounds in Region III	Five Hundred Fifty-Seven Million Pesos Only (PhP557,000,000.00)

2.2. The source of funding is the General Appropriations Act (GAA) for 2025.

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:

For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 at the **Office of the Deputy Administrator, Seventh (7th) Floor, NFA Building, Visayas Avenue, Brgy. VASRA, Diliman, Quezon City** and through videoconferencing/webcasting 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 *the last Ten (10) 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 *One Hundred Twenty Days (120) from the Date of Bid Opening*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

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	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>Supply, Delivery, Installation, Testing and Commissioning of Ricemill and Grain Dryer within the Philippines</i></p> <p>b. Completed within Ten (10) years prior to the deadline for the submission and receipt of bids.</p>														
7.1	<i>Subcontracting is allowed for civil works.</i>														
12	The price of the Goods shall be quoted DDP <i>NFA Warehouses in Region IV (for Lot 1), in Region V (for Lot 2), in Region VIII (for Lot 3), in Region X (for Lot 4), and in Region XI (for Lot 5)</i> 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> <table><tr><th>Lot No.</th><th>Item / Description</th><th>Amount Cash, Cahier's / Manager's Check, Bank Draft / Guarantee or Irrevocable Letter of Credit (2%)</th><th>Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)</th><th>Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)</th></tr><tr><td>1</td><td><i>Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Dingras, Ilocos Norte, Region I</i></td><td>PhP5,500,000.00</td><td>PhP13,750,000.00</td><td rowspan="2">Please see Section IX attached as Annex "4"</td></tr><tr><td>2</td><td><i>Supply, Delivery,</i></td><td>PhP5,500,000.00</td><td>PhP13,750,000.00</td></tr></table>	Lot No.	Item / Description	Amount Cash, Cahier's / Manager's Check, Bank Draft / Guarantee or Irrevocable Letter of Credit (2%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)	1	<i>Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Dingras, Ilocos Norte, Region I</i>	PhP5,500,000.00	PhP13,750,000.00	Please see Section IX attached as Annex "4"	2	<i>Supply, Delivery,</i>	PhP5,500,000.00	PhP13,750,000.00
Lot No.	Item / Description	Amount Cash, Cahier's / Manager's Check, Bank Draft / Guarantee or Irrevocable Letter of Credit (2%)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5%)	Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-2012)											
1	<i>Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Dingras, Ilocos Norte, Region I</i>	PhP5,500,000.00	PhP13,750,000.00	Please see Section IX attached as Annex "4"											
2	<i>Supply, Delivery,</i>	PhP5,500,000.00	PhP13,750,000.00												

		<i>Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Allacapan, Cagayan, Region II</i>			
	3	<i>Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at various NFA Compounds in Region III</i>	PhP11,140,000.00	PhP27,850,000.00	
	<p>If the bid security is in the form of cashier's/manager's check, it shall be payable to NATIONAL FOOD AUTHORITY - CENTRAL OFFICE.</p>				
19.3	<p>In all cases, the NFCC computation must be sufficient for all the lots or contracts to be awarded to the Bidder, if applicable.</p> <p>As provided below in item 19.5 of Section II. ITB, a committed Line of Credit may be submitted in lieu of its NFCC computation.</p>				
20.2	<p>The following documents are required to be submitted during the opening of bids, to be verified during the post-qualification period.</p> <p>I. COPIES DURING BID SUBMISSION</p> <p>For the Bid Submission, the bidder shall submit one (1) originally signed document and three (3) duplicate copies of each of the documentary requirements with corresponding tabbing.</p>				

II. TAX RETURNS

Within a non-extendible period of five (5) calendar days from receipt of the notice from the BAC that the bidder has the Lowest Calculated Bid or Single Calculated Bid (LCB/SCB), the bidder shall submit three (3) certified photocopies of its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) as follows:

- a. 2024 Annual Income Tax Return
- b. Business Tax Returns (Quarterly VAT or Percentage Tax Returns for the Fourth (4th) Quarter of 2024 and First (1st) Quarter of 2025

Document Particulars	For Individual Tax Payer	For Non-Individual Tax Payer
	BIR Form No	
2024 Annual Income Tax Return	1701	1702
Latest Business Tax Return Quarterly Value Added Tax Return for the 4 th Quarter of 2024 and 1 st Quarter of 2025; OR Quarterly Percentage Return for the 4 th Quarter of 2024 and 1 st Quarter of 2025	2550-Q 2551-Q	2550-Q 2551-Q

III. DOCUMENTARY REQUIREMENTS FOR COMPLIANCE WITH EXISTING LAWS

1. Valid Permit To Operate (PTO) or certification from Bureau of Agricultural and Fisheries Engineering (BAFE) of their application for PTO.
2. Conformity as to the technical specifications of the Procuring Entity signed and sealed by an Agricultural and Bio-systems Engineer as prescribed by Section 27.1 of RA 10915 otherwise known as "Philippine Agricultural and Bio-systems Engineering Act of 2016"
3. Process flow layout and schematic diagram including 3D perspective or illustration of the **drying system drawn in A1 size paper** duly signed and sealed by a licensed Agricultural and Bio-systems Engineer for post-qualification evaluation.
4. Process flow layout and schematic diagram including 3D perspective of illustration of the **rice milling system drawn in A1 size paper** duly signed and sealed by a licensed Agricultural and Bio-systems Engineer for post-qualification evaluation.
5. Duly signed electrical plan of the **drying system** offered (electrical layout, schedule of loads, general notes and/or specification, and legends/symbols) by a licensed and registered professional Electrical Engineer for post-qualification evaluation and as a condition for

payment. [Transformer to main switch to control panel to machine components]

6. Duly signed electrical plan of the **rice milling system** offered (electrical layout, schedule of loads, general notes and/or specification, and legends/symbols) by a licensed and registered professional Electrical Engineer for post-qualification evaluation and as a condition for payment. [Transformer to main switch to control panel to machine components]
7. Copy of Equipment Manufacturer's Manual with Parts List of each **rice mill system major component & grain dryer system major component** written in English or Filipino Vernacular to be presented during post qualification evaluation.

IV. CERTIFICATIONS AND SUPPORTING DOCUMENTS

For Grain Dryer

1. Certification from the bidder that the offered drying system is brand new, latest model, and not rebranded.
2. National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and Dealers Accreditation and Classification (NAMDAC) Certification for the Bidder.
3. Certification of Very Satisfactory Performance for at least 4 units of 30 Tons/ unit of Heated Air Mechanical Grain Dryer with Biomass Fuel Heating System, same with the offered brand and capacity as to (i) Machinery Performance, (ii) Machinery Durability; and (iii) Availability of Parts and Service from:
 - i. at least one (1) individual customer or client, with complete address and telephone number; or
 - ii. any government or private agency/company, duly signed by the current head of agency/company.

The following are excluded from those who may give said certification: dealers, retailers, and authorized service centers.
4. Certification from at least one (1) client confirming that the supplier has satisfactorily provided after-sales service for the same offered dryer capacity within 72 hours of receiving the request.
5. Certifications for after-sales services for Grain Dryer:
 - i. Certification of two (2) years warranty certificate for parts due to manufacturing defects and/or workmanship under normal use upon acceptance.
 - ii. Two (2) years warranty certificate for all electrical wirings and connections.
 - iii. One (1) year warranty certificated for services and surface rust and/or paint defects appearing on the drying system.
 - iv. Valid Certificate of Distributorship/Authority to sell, and Commitment to Supply directly issued by the manufacturer or its subsidiary company to the bidder.
 - v. Manufacturer's, distributor's or bidder's certification that the proposed grain dryer brand and capacity have been

	<p>sold in the Philippine market for the last five (5) years from the date of bid opening, accompanied or duly supported by documentary proof. The following documentary proof must be verifiable through phone call, ocular inspection or both.</p> <ol style="list-style-type: none"> 1. Record of sales (Official receipt);or, 2. Bill of lading, and/or other similar records indicating shipment or delivery of the grain dryer brand in the Philippines. (If applicable) <ol style="list-style-type: none"> vi. Certification from the supplier that they will repair the defective units and provide after sales service within 72 hours upon receipt of complaint. (PNS/BAFS/PAES 192:2016-Guidelines on After Sales Service) vii. Certification of having Five (5) technicians/personnel trained by the bidder on the operation, repair and maintenance of the heated air mechanical grain dryer. viii. Certification that the supplier will conduct at least 40 hours training on proper handling, operation and maintenance of the unit for all MPOs and Engineers. ix. Certification of guaranteed spare parts availability for at least five (5) years <p><u>For Rice Mill</u></p> <ol style="list-style-type: none"> 1. Certification from the bidder that the rice milling unit and each component are branded and have part numbers. 2. National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and Dealers Accreditation and Classification (NAMDAC) Certification for the Bidder. 3. Certification of Very Satisfactory Performance of the Multi-Stage Rice Mill offered as to (i) Machinery Performance, (ii) Machinery Durability; and (iii) Availability of Parts and Service from: <ol style="list-style-type: none"> i. A list of at least five (5) customers or clients within the Philippines, with complete addresses and contact numbers, and a certification from at least one (1) customer or client; or ii. any government or private agency/company within the Philippines, duly signed by the current head of agency/company. <p>The following are excluded from those who may give said certification: bidder's dealers, retailers, and authorized service centers.</p> 4. Certifications for after-sales services for Ricemill: <ol style="list-style-type: none"> i. Certification of two (2) years warranty certificate for parts of the rice milling system and other components due to manufacturing defects upon acceptance. ii. Certification of two (2) years warranty certificate for all electrical wirings and connections.
--	---

	<ul style="list-style-type: none"> iii. Valid Certificate of Distributorship/Authority to sell, and Commitment to Supply directly issued by the manufacturer or its subsidiary company to the bidder. iv. Certification that the supplier will conduct at least forty (40) hours of training on the proper handling, operation and maintenance of the unit for all NFA MPOs and Engineers. v. Manufacturer's, distributor's or bidder's certification that the proposed Ricemill brand have been sold in the Philippine market for the last thirty (30) years from the date of bid opening, accompanied or duly supported by documentary proof. The following documentary proof must be verifiable through phone call, ocular inspection or both. <ul style="list-style-type: none"> 1. Record of sales (Official receipt);or, 2. Bill of lading, and/or other similar records indicating shipment or delivery of the rice mill brand in the Philippines. (If applicable) vi. Certification from the supplier that they will repair the defective units and provide after sales service within 72 hours upon receipt of complaint. (PNS/BAFS/PAES 192:2016-Guidelines on After Sales Service) vii. Certification of guaranteed spare parts availability for at least five (5) years
--	---

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>Delivery Period shall be for a total of Three Hundred (300) Calendar Days</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract, in accordance with INCOTERMS, are DDP delivered to:</p> <ul style="list-style-type: none"> ➤ For Lot 1: Region I <ul style="list-style-type: none"> i. NFA Compound, Brgy. Saludaes, dingras, Ilocos Norte ➤ For Lot 2: Region II <ul style="list-style-type: none"> i. NFA Compound, Brgy. Matucay, Allacapan, Cagayan ➤ For Lot 3: Region III <ul style="list-style-type: none"> i. NFA Compound, Brgy. Imelda, Cabanatuan City, Nueva Ecija ii. NFA Compound, Brgy. Jefmin, Concepcion, Tarlac <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to:</p> <ul style="list-style-type: none"> ➤ For Lot 1: Region I <ul style="list-style-type: none"> i. NFA Compound, Brgy. Saludaes, dingras, Ilocos Norte ➤ For Lot 2: Region II <ul style="list-style-type: none"> i. NFA Compound, Brgy. Matucay, Allacapan, Cagayan ➤ For Lot 3: Region III <ul style="list-style-type: none"> i. NFA Compound, Brgy. Imelda, Cabanatuan City, Nueva Ecija ii. NFA Compound, Brgy. Jefmin, Concepcion, Tarlac <p>Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative shall be an NFA representative at the respective Project Site.</p> <p>Incidental Services –</p>

	<p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. Following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years.</p>

	<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p> <p>Whenever applicable, the Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.																		
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>																		
2.2	<p>The terms of payment shall be as follows:</p> <table border="1"> <thead> <tr> <th>Milestone</th><th>Percentage of Contract Amount</th></tr> </thead> <tbody> <tr> <td>Upon submission of documents for Advanced Payment</td><td>15%</td></tr> <tr> <td>Upon Delivery of Main Machines:</td><td></td></tr> <tr> <td>- Ricemill</td><td>25%</td></tr> <tr> <td>- Grain Dryer</td><td>25%</td></tr> <tr> <td>Upon Installation of:</td><td></td></tr> <tr> <td>- Ricemill</td><td>15%</td></tr> <tr> <td>- Grain Dryer</td><td>10%</td></tr> <tr> <td>Upon Testing, Commissioning and Acceptance for both Ricemill and Dryer and other works</td><td>10%</td></tr> </tbody> </table> <p>Advance payment shall be in accordance with the provisions of Section 4.5 of Annex “D” of the 2016 Revised IRR of R.A. No. 9184.</p>	Milestone	Percentage of Contract Amount	Upon submission of documents for Advanced Payment	15%	Upon Delivery of Main Machines:		- Ricemill	25%	- Grain Dryer	25%	Upon Installation of:		- Ricemill	15%	- Grain Dryer	10%	Upon Testing, Commissioning and Acceptance for both Ricemill and Dryer and other works	10%
Milestone	Percentage of Contract Amount																		
Upon submission of documents for Advanced Payment	15%																		
Upon Delivery of Main Machines:																			
- Ricemill	25%																		
- Grain Dryer	25%																		
Upon Installation of:																			
- Ricemill	15%																		
- Grain Dryer	10%																		
Upon Testing, Commissioning and Acceptance for both Ricemill and Dryer and other works	10%																		
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> Valid AMTEC test results of a similar drying system should conform to the PNS-PAES 201:2015 standard for moisture gradient, drying rate, product quality, drying loss/spillage, drying efficiency and heating 																		

	<p>system. AMTEC test results may be submitted after delivery and installation or as a condition for final payment, subject to submission of Certificate from the manufacturer of the dryer system that the same is capable of meeting the PNS/BAFS PABES standard for heated air mechanical grain dryer. AMTEC and NFA testing upon installation is a condition for acceptance and final payment.</p> <p>2. Valid AMTEC test report of the Multi-Pass Rice Mill of the same model as to basic parts and major components and the results should conform to PNS/BAFS PABES 303:2020 Postharvest machinery- Rice mill Specifications. AMTEC test results may be submitted after delivery and installation or as a condition for payment subject to the submission of a Certification from the manufacturer of the rice mill system capable of meeting the PNS/BAFS PABES standard for Multi-Pass Rice Mill. AMTEC and NFA testing upon installation at supplier's cost for each unit as conditions for acceptance and payment.</p> <p>3. Full load testing of the offered dryer, once installed, ensures compliance with technical specifications. Labor, operator, power, other manpower, and other incidental expenses during the full load test shall be shouldered by the bidder.</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.

Lot No.	Description	Quantity	Delivered, Weeks/Months
1	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Dingras, Ilocos Norte, Region I	One (1) lot	For Grain Dryer: Within Three hundred (300) Calendar Days Upon Receipt of Notice to Proceed For Ricemill: Within Three Hundred (300) Calendar Days Upon Receipt of Notice to Proceed
2	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at NFA Compound in Allacapan, Cagayan, Region II	One (1) lot	For Grain Dryer: Within Three hundred (300) Calendar Days Upon Receipt of Notice to Proceed For Ricemill: Within Three Hundred (300) Calendar Days Upon Receipt of Notice to Proceed
3	Supply, Delivery, Installation, Testing, and Commissioning of Ricemill and Grain Dryer for the NFA Modernized Warehouses in Support to Buffer Stocking Program at various NFA Compounds in Region III	One (1) lot	For Grain Dryer: Within Three hundred (300) Calendar Days Upon Receipt of Notice to Proceed For Ricemill: Within Three Hundred (300) Calendar Days Upon Receipt of Notice to Proceed

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company

Signature Over Printed Name of
Authorized Representative

Date

Section VII. Technical Specifications

Guidelines in Accomplishing the Technical Specifications Bid Form

- Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.
- Once an offer is made and submitted, you are bound by your offer. Please ensure that all the information submitted are true and correct, and if awarded the contract, you can actually deliver the subject of the bid within the period indicated
- Note that when the item uses "lot", it means you have to submit an offer for each and every item indicated in the bid documents. Failure to do so will DISQUALIFY your bid.
- **SPECIFY THE BRAND AND MODEL OFFERED.** Indicate the specific portion in the brochure which responds to the specification offered for easy reference.
- It is best practice to attach BROCHURES for any reference or indicate WEB LINKS or any other source of information.
- References (3rd Column of Technical Specification bid form) submit and include any of the following:
 1. Brochures/technical data indicating specific tech specs and page where the information can be seen; AND/OR
 2. For Websites and internet references, indicate a link and submit a screenshot of the page where information is indicated. If manual submission, submit a printed screenshot which also shows the url.

Technical Specifications

Item	Specification	Statement of Compliance
<i>Please see attached.</i>		

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

INSTRUCTIONS:

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes. The First (1st) Bid Envelope shall contain all of the eligibility documents and technical component of the bid while the Second (2nd) Bid Envelope shall contain the financial component of the bid. Both envelopes shall be packaged and contained in one (1) sealed main envelope.

Bidders shall submit a total of four (4) main envelopes, one (1) original bid envelope and three (3) duplicate copies. However, failure of the Bidders to submit additional envelopes shall not be a ground for disqualification.

All envelopes shall:

- a. contain the name of the contract to be bid in capital letters;
- b. bear the name and address of the Bidder in capital letters;
- c. be addressed to the BAC with the following details:

BIDS AND AWARDS COMMITTEE (BAC)

NATIONAL FOOD AUTHORITY – CENTRAL OFFICE

- d. bear the specific identification of this bidding process; and
- e. bear a warning *“DO NOT OPEN BEFORE THE DATE AND TIME FOR THE OPENING OF BIDS AS STATED IN THE SECTION I. INVITATION TO BID”*.

Said bid envelopes shall be accomplished, satisfied, and submitted manually to the BAC, through the BAC Secretariat at the National Food Authority Central Office, Visayas Avenue, Brgy. Vasra, Diliman, Quezon City, 1128 on or before the date and time for the opening of bids.

I. FIRST ENVELOPE (TECHNICAL COMPONENT ENVELOPE)	
<i>Class “A” Documents</i>	
<u>Legal Documents</u>	
Annex 1	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR (for all lots);
<u>Technical Documents</u>	
Annex 2	(b) Duly signed Statement of the prospective bidder of All Ongoing Government and Private Contracts Within the Philippines, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (If there is no ongoing government and/or private contract, including those contracts awarded but not yet started as of the aforementioned period, state “NONE” or “NO ON-GOING GOVERNMENT AND/OR PRIVATE CONTRACT”); and (for all lots)
Annex 3	(c) Duly Signed 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, along with supporting documents such as, but not limited to: (a) Owner’s acceptance, (b) Certificate of acceptance, (c) Etc.; and (for all lots)
Annex 4	(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 (per site)
Annex 5	(e) Duly Signed and Accomplished Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and (for all lots)
Annex 6	(f) Original duly signed Omnibus Sworn Statement (OSS) and whichever is applicable, supported by the Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney in case of a sole proprietorship; 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. (for all lots)
<u>Project Requirements</u>	
Annex 7	(g) Valid Permit To Operate (PTO) or certification from Bureau of Agricultural and Fisheries Engineering (BAFE) of their application for PTO. (for all lots)
Annex 8	(h) Conformity as to the technical specifications of the Procuring Entity signed and sealed by an Agricultural and Bio-systems Engineer as prescribed by Section 27.1 of RA 1091 otherwise known as "Philippine Agricultural and Bio-systems Engineering Act of 2016" (for all lots)
Annex 9	(i) Process flow layout and schematic diagram including 3D perspective or illustration of the drying system drawn in A1 size paper duly signed and sealed by a licensed <u>Agricultural and Bio-systems Engineer</u> for post-qualification evaluation. (per site)
Annex 10	(j) Process flow layout and schematic diagram including 3D perspective or illustration of the rice milling system drawn in A1 size paper duly signed and sealed by a licensed <u>Agricultural and Bio-systems Engineer</u> for post-qualification evaluation. (per site)
Annex 11	(k) Duly signed electrical plan of the drying system offered (electrical layout, schedule of loads, general notes and/or specification, and legends/symbols) by a licensed and registered professional <u>Electrical</u>

		<u>Engineer</u> for post-qualification evaluation and as a condition for payment. [Transformer to main switch to control panel to machine components] (per site)
Annex 12	(l)	Duly signed electrical plan of the rice milling system offered (electrical layout, schedule of loads, general notes and/or specification, and legends/symbols) by a licensed and registered professional Electrical Engineer for post-qualification evaluation and as a condition for payment. [Transformer to main switch to control panel to machine components] (per site)
Annex 13	(m)	Copy of Equipment Manufacturer's Manual with Parts List of each rice mill system component & grain dryer system component and all accessories written in English or Filipino Vernacular to be presented during post qualification evaluation. (for all lots)
Annex 14	(n)	Certification from the bidder that the offered drying system is brand new, latest model, and not rebranded. (for all lots)
Annex 15	(o)	National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and Dealers Accreditation and Classification (NAMDAC) Certification specifically covering the grain dryer being offered by the Bidder. (for all lots)
Annex 16	(p)	Certification of Very Satisfactory Performance for at least 4 units of 30 Tons/ unit of Heated Air Mechanical Grain Dryer with Biomass Fuel Heating System, same with the offered brand and capacity as to (i) Machinery Performance, (ii) Machinery Durability; and (iii) Availability of Parts and Service (for all lots)
Annex 17	(q)	Certification from at least one (1) client confirming that the supplier has satisfactorily provided after-sales service for the same offered dryer capacity within 72 hours of receiving the request. (for all lots)
Annex 18	(r)	Certifications for after-sales services for Grain Dryer (for all lots)
Annex 19	(s)	Certification from the bidder that the rice milling unit and each component are branded and have part numbers. (for all lots)
Annex 20	(t)	Certification of Very Satisfactory Performance of the Multi-Stage Rice Mill offered as to (i) Machinery Performance, (ii) Machinery Durability; and (iii) Availability of Parts and Service (for all lots)
Annex 21	(u)	Certifications for after-sales services for Ricemill (for all lots)
Annex 22	(v)	Certificate of Site Inspection for each site covered by the lot being bid for. (per site)
<u>Financial Documents</u>		
Annex 23	(w)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. (for all lots)
<i>Class "B" Documents</i>		
Annex 24	(x)	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. (for all lots)

II. SECOND ENVELOPE (FINANCIAL COMPONENT ENVELOPE)	
Annex 25	(y) Original of duly signed and accomplished Financial Bid Form (per lot) ; and
Annex 26a	(z) Original of duly signed and accomplished Price Schedule(s) for Goods Offered from Within the Philippines. (per lot)
Annex 26b	(aa) Original of duly signed and accomplished Price Schedule(s) for Goods Offered from Abroad. (per lot)
<u>Other documentary requirements under RA No. 9184 (as applicable)</u>	
Annex 27	(bb) <i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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. (per lot)
Annex 28	(cc) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity. (per lot)

Section IX. Sample Forms

LEGAL & TECHNICAL DOCUMENTS

Annex 1

REVISED PhilGEPS CERTIFICATE OF PLATINUM REGISTRATION AND MEMBERSHIP (First Page Only)

Republic of the Philippines
Department of Budget and Management
PROCUREMENT SERVICE

CERTIFICATE OF PHILGEPS REGISTRATION (Platinum Membership)

THIS IS TO CERTIFY THAT

(NAME OF BIDDER)
Address

is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on (date of registration) pursuant to Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

This further certifies that (name of the prospective bidder) has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A which document is attached hereto and made an integral part hereof.

For the purpose of updating this Certificate, all Class "A" eligibility documents covered by Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 supporting the veracity, authenticity and validity of this Certificate shall remain current and updated. The failure by the prospective bidder to update this Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of its validity until such time that all of the expired Class "A" eligibility documents has been updated.

By submitting this Certificate, the Bidder certifies:

1. the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted;
2. the veracity of the statements and information contained therein;
3. that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding, nor is it evidence that the Bidder has passed the post-qualification stage; and
4. that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.

This Certificate is valid until (date of expiration).

Issued this (date) day of (month), year.

This is a system-generated certificate. No signature is required.

Documentary Stamp Tax Paid 30.00
Certificate Reference No:

(QR Code)

Page 1 of 3

REMINDERS ¹

- *The PhilGEPS office shall not determine the eligibility of merchants. The PhilGEPS office's evaluation of the eligibility requirements shall be for the sole purpose of determining the approval or disapproval of the merchant's application for registration.*
- *A merchant's registration and membership in the GOP-OMR is neither contract-specific nor understood to be tantamount to a finding of eligibility. Neither shall the merchant's successful registration in the GOP-OMR be relied upon to claim eligibility for the purpose of participation in any public bidding.*
- *The determination of the eligibility of merchants, whether registered with the GOP-OMR or not, shall remain with the Bids and Awards Committee (BAC). The BAC's determination of validity of the eligibility requirements shall be conclusive to enable the merchant to participate in the public bidding process.*

Certificate Reference No: 201705164053734088814

Page 2 of 3

¹Refer to Section 4 of the Guidelines for the Use of the Government of the Philippines - Official Merchant's Registry.

"Annex A"

List of Eligibility Documents

of

SEC Certificate	Registration Date : 23-Jul-2018 SEC Certificate Number : HS096000079
Mayors Permit	Expiration Date : 30-Sep-2020 Permit Number : Place of Issue : Issued By / Signatory : Issuance Date : 20-Feb-2020
Tax Clearance	Expiration Date : 01-Jul-2021 TCC Number : Issued By / Signatory : Issuance date : 01-Jul-2020
Audited Financial Statement	Date of Filing : 15-May-2020 Current Asset : Total Asset : Current Liabilities : Total Liabilities : Name of Auditor : BIR RDO Code :
PCAB License	Expiration Date : - Issued By / Signatory : Issuance Date : - License Number : License First Issue Date : - Principal Classification : Category :

Certificate Reference No: 201705164053734088814

Page 3 of 3

Annex 2

STATEMENT OF ALL ON-GOING AND COMPLETED GOVERNMENT AND PRIVATE CONTRACTS WITHIN THE PHILIPPINES FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF RICEMILL AND GRAIN DRYER FACILITY

This is to certify that _____ (Name of Bidder) _____ has the following ongoing and completed contracts, including contracts awarded but not yet started, in relation to the Invitation to Bid Number _____:

**Kindly supply the required information in the spaces provided.*

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person	Contact Details of Contact Person		Nature of Work	Date of Completion	Amount of Contract	Value of Outstanding Contracts
					Tel./Cell No.	Email Address				
AWARDED BUT NOT YET STARTED CONTRACTS:										
Government Contracts										
Private Contracts										
TOTAL FOR AWARDED BUT NOT YET STARTED CONTRACTS:										
ONGOING CONTRACTS:										
Government Contracts										
Private Contracts										
TOTAL FOR ONGOING CONTRACTS:										
COMPLETED CONTRACTS:										
Government Contracts										

Private Contracts										
TOTAL FOR COMPLETED CONTRACTS:										
TOTAL										

*[Signature over Printed Name of the
Authorized Rep.]*

*In the capacity of
(Position of Authorized Rep.)*

Date

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

NOTE:

The aforesaid statement should include all ongoing and completed contracts and those contracts awarded but not yet started as of the day before the deadline of submission of bids.

Further, bidders should indicate "None" or "No On-going Government and/or Private Contracts" if they do not have any on-ongoing government and/or private contracts in the corresponding rows and/or column, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid.

The total amount of the ongoing and completed contracts should be consistent with that used in the Net Financial Contracting Capacity (NFCC).

STATEMENT OF SINGLE LARGEST COMPLETE CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ (Name of Bidder) _____ has the following completed contract/s ____ () years prior to the date of submission and receipt of bids.

**Kindly supply the required information in the spaces provided.*

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person	Contact Details of Contact Person		Kind of Goods Sold	Amount of Contract adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement	Date of Delivery (Please indicate actual date of delivery)	Bidder is: A) Manufacturer B) Supplier C) Distributor
					Tel./Cell No.	Email Address				

[Signature over Printed Name of the Authorized Rep.]

In the capacity of
(Position of Authorized Rep.)

Date

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

NOTE:

The statement shall be supported by either the Owner's Acceptance OR a Performance Evaluation System (PES) which should be at least "Satisfactory".

Annex 4

BID SECURING DECLARATION FORM

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

SUBSCRIBED AND SWORN to before me this ____ day of _____ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of _____ .

NAME OF 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 _____

Omnibus Sworn Statement

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

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF 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 _____

CERTIFICATE OF SITE INSPECTION

THIS IS TO CERTIFY THAT _____ (*Name of Bidder*) OF (*Company*) WITH
OFFICE ADDRESS _____ (*Address*)
CONDUCTED SITE INSPECTION, EVALUATION AND VALIDATION FOR THE PROJECT _____
_____ (*Name of Project*) UNDER PROJECT (*Project Reference Number*).

THIS CERTIFICATION IS BEING ISSUED THIS OF _____, **2025** AT THE **NATIONAL
FOOD AUTHORITY** (*Branch Office and Address*) AS ONE OF THE REQUIREMENTS FOR BIDDERS
FOR THE AFOREMENTIONED PROJECT.

CONCURRED:

Signature over Printed Name
and Position of NFA
Representative

FINANCIAL DOCUMENTS

Annex 23

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A. Summary of the bidder's assets and liabilities on the basis of the attached Income Tax Return and Audited Financial Statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets.

ABC		P
ITEM NO.	PARTICULAR	YEAR 2025
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1-3)	
6	Net Working Capital (2-4)	
7	Amount or value of all outstanding or uncompleted portions of the project/s	

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

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

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

Herewith attached are certified true copies of the 2024 income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of CONTRACTOR

Signature of Authorized Representative

Date: _____

Note: If partnership or Joint Venture, each partner or member firm of Joint Venture shall submit the above requirements.

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____, of legal (civil status) _____, owner/proprietor of _____ and a resident of _____ - and - _____, of legal age, (civil status), owner/proprietor of _____ a resident of _____.

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under-stated project to be conducted by the **National Food Authority**.

<u>NAME OF PROJECT</u>	<u>CONTRACT AMOUNT</u>
------------------------	------------------------

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this ____ day of _____, in the year of our Lord _____

ACKNOWLEDGEMENT

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

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

Annex 25

BID FORM

Date : _____

Project Identification No. : _____

To: **NATIONAL FOOD AUTHORITY (NFA) – CENTRAL OFFICE**

NFA Building, Visayas Avenue, Barangay Vasra, Diliman, Quezon City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ***SUPPLY, DELIVER, INSTALL, TEST, AND COMMISSION THE RICEMILL AND GRAIN DRYER FOR THE NFA MODERNIZED WAREHOUSES IN SUPPORT TO BUFFER STOCKING PROGRAM AT VARIOUS NFA COMPOUNDS IN REGION/S*** _____ in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address	Amount and Purpose of	agent	Currency	Commission or gratuity
------------------	-----------------------	-------	----------	------------------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(if none, state “None”) /

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Annex 26a

Price Schedule for Goods Offered from Within the Philippines

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

AUTHORITY OF SIGNATORY

Special Power of Attorney

I, President of, a corporation incorporated under the laws of _____

_____ with its registered
office at, by virtue of Board Resolution No. _____
_____ dated _____ has made,
constituted and appointed _____
_____ in the bidding to represent as fully and effectively
as a corporation might do if personally present with full power of substitution and
revocation and hereby confirming all that said representative shall lawfully do or cause
to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day _____ of
_____, 202_ at _____.

Affiant

Signed in the Presence of:

Witness

Witness

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in _____ City, Philippines, this _____ day of
_____, 2024 personally appeared:

NAME	GOVERNMENT ISSUED ID	ISSUED
AT/ON		

known to me and known to be the same person who executed the foregoing Special Power of Attorney,
and acknowledged before me that the same is their free and voluntary act and deed and that of which
they represent.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

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 _____

**AUTHORITY OF SIGNATORY
Secretary's Certificate**

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, **DO HEREBY CERTIFY**, that:

I am familiar with the facts herein certified and duly authorized to certify the same:

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____, at which meeting a quorum was present and acting throughout, the following resolution were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof.

RESOLVED, that be, as it hereby is, authorized to participate in the bidding of Procurement of _____ by the National Food Authority, and that if awarded the project shall enter into a contract with the National Food Authority; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent in the bidding as fully and effective as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the Board hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the shall not seek and obtain writ of injunctions or prohibition or restraining order against the National Food Authority or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____

This day of _____ at _____.

Corporate Secretary

ACKNOWLEDGMENT

SUBSCRIBED _____ **AND SWORN TO BEFORE ME**, this _____ day of _____,

2020, affiant exhibited to me his/her Government Issued ID No. _____ issued on _____ at _____, Philippines.

Notary Public

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

Illustration on Marking & Sealing


(Name of Bidder and address in capital letters)

Technical Envelope
(Envelope # 1/ Box 1)

(INSERT PROJECT NAME & LOCATION)

BAC – NFA CENTRAL OFFICE,
VISAYAS AVE., BRGY. VASRA, DILIMAN, QUEZON CITY

DO NOT OPEN BEFORE



(Name of Bidder and address in capital letters) Technical Envelope/Box (INSERT PROJECT NAME & LOCATION) BAC – NFA CENTRAL OFFICE, VISAYAS AVE., BRGY. VASRA, DILIMAN, QUEZON CITY DO NOT OPEN BEFORE _____ <u>ORIGINAL ELIGIBILITY DOCUMENTS</u>	(Name of Bidder and address in capital letters) Technical Envelope/Box Copy # 1 (INSERT PROJECT NAME & LOCATION) BAC – NFA CENTRAL OFFICE, VISAYAS AVE., BRGY. VASRA, DILIMAN, QUEZON CITY DO NOT OPEN BEFORE _____ <u>PHOTOCOPIES ELIGIBILITY DOCUMENTS</u>
--	---

<p>(Name of Bidder and address in capital letters) Technical Envelope/Box Copy # 2</p> <p>(INSERT PROJECT NAME & LOCATION)</p> <p>BAC – NFA CENTRAL OFFICE, VISAYAS AVE., BRGY. VASRA, DILIMAN, QUEZON CITY</p> <p>DO NOT OPEN BEFORE _____</p> <p>PHOTOCOPIES ELIGIBILITY DOCUMENTS</p>	<p>(Name of Bidder and address in capital letters) Technical Envelope/Box Copy # 3</p> <p>(INSERT PROJECT NAME & LOCATION)</p> <p>BAC – NFA CENTRAL OFFICE, VISAYAS AVE., BRGY. VASRA, DILIMAN, QUEZON CITY</p> <p>DO NOT OPEN BEFORE _____</p> <p>PHOTOCOPIES ELIGIBILITY DOCUMENTS</p>
---	---

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

(Name of Bidder and address in capital letters)

Financial Envelope

(Envelope # 2/ Box 2)

(INSERT PROJECT NAME & LOCATION)

BAC – NFA CENTRAL OFFICE,
VISAYAS AVE., BRGY. VASRA, DILIMAN, QUEZON CITY

DO NOT OPEN BEFORE

(Name of Bidder and address in capital letters) Financial Envelope/Box Original Copy (INSERT PROJECT NAME & LOCATION) BAC – NFA CENTRAL OFFICE, VISAYAS AVE., BRGY. VASRA, DILIMAN, QUEZON CITY DO NOT OPEN BEFORE _____	(Name of Bidder and address in capital letters) Financial Envelope/Box Copy # 1 (INSERT PROJECT NAME & LOCATION) BAC – NFA CENTRAL OFFICE, VISAYAS AVE., BRGY. VASRA, DILIMAN, QUEZON CITY DO NOT OPEN BEFORE _____
<u>ORIGINAL ELIGIBILITY DOCUMENTS</u>	<u>PHOTOCOPIES ELIGIBILITY DOCUMENTS</u>

(Name of Bidder and address in capital letters) Financial Envelope/Box Copy # 2 (INSERT PROJECT NAME & LOCATION) BAC – NFA CENTRAL OFFICE, VISAYAS AVE., BRGY. VASRA, DILIMAN, QUEZON CITY DO NOT OPEN BEFORE _____	(Name of Bidder and address in capital letters) Financial Envelope/Box Copy # 3 (INSERT PROJECT NAME & LOCATION) BAC – NFA CENTRAL OFFICE, VISAYAS AVE., BRGY. VASRA, DILIMAN, QUEZON CITY DO NOT OPEN BEFORE _____
<u>PHOTOCOPIES ELIGIBILITY DOCUMENTS</u>	<u>PHOTOCOPIES ELIGIBILITY DOCUMENTS</u>

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

