



**NATIONAL FOOD AUTHORITY  
REGION 3**

**BIDDING DOCUMENTS**

**Re-Bidding for the Supply, Delivery,  
Installation and Commissioning of  
Three (3) Units  
12-Ton Capacity Batch Recirculating  
Dryers in NFA Nueva Ecija**

Date of Issue : July 22, 2021

**Project Reference No. NFA-2021-RBAC-REGIII-105A**

---

National Food Authority  
**CENTRAL LUZON REGIONAL OFFICE**  
Cabanatuan City, Nueva Ecija  
Tel. No. 044-958-0142 / 044-600-2539  
Email : [nfaro3rbac@yahoo.com](mailto:nfaro3rbac@yahoo.com)

---

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>2</b>
<b>Section I. Invitation to Bid.....</b>	<b>5</b>
<b>Section II. Instructions to Bidders.....</b>	<b>8</b>
1.    Scope of Bid .....	9
2.    Funding Information.....	9
3.    Bidding Requirements .....	9
4.    Corrupt, Fraudulent, Collusive, and Coercive Practices.....	9
5.    Eligible Bidders.....	9
6.    Origin of Goods .....	10
7.    Subcontracts .....	10
8.    Pre-Bid Conference .....	10
9.    Clarification and Amendment of Bidding Documents .....	10
10.   Documents comprising the Bid: Eligibility and Technical Components .....	10
11.   Documents comprising the Bid: Financial Component .....	11
12.   Bid Prices .....	11
13.   Bid and Payment Currencies .....	12
14.   Bid Security .....	12
15.   Sealing and Marking of Bids .....	12
16.   Deadline for Submission of Bids .....	12
17.   Opening and Preliminary Examination of Bids .....	12
18.   Domestic Preference .....	13
19.   Detailed Evaluation and Comparison of Bids .....	13
20.   Post-Qualification .....	13
21.   Signing of the Contract .....	14
<b>Section III. Bid Data Sheet .....</b>	<b>15</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>17</b>
1.    Scope of Contract .....	18
2.    Advance Payment and Terms of Payment .....	18
3.    Performance Security .....	18
4.    Inspection and Tests .....	18
5.    Warranty .....	19
6.    Liability of the Supplier .....	19
<b>Section V. Special Conditions of Contract .....</b>	<b>20</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>26</b>
<b>Section VII. Technical Specifications .....</b>	<b>27</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>30</b>

# ***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

Central Luzon Regional Office

Maharlika Highway, Cabanatuan City 3100

Tel No. 044-958-0142

[www.nfa.gov.ph](http://www.nfa.gov.ph)

[nfaro3rbac@yahoo.com](mailto:nfaro3rbac@yahoo.com)

## INVITATION TO BID

### RE- BIDDING FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THREE (3) UNITS 12-TON CAPACITY BATCH RECIRCULATING DRYERS IN NFA NUEVA ECIJA

*Project Reference No. NFA-2021-RBAC-REGIII-105A*

1. The National Food Authority – Central Luzon Regional Office (NFA-CLRO), through the Corporate Operating Budget intends to apply the sum of **Five Million Four Hundred Sixty-Eight Thousand Six Hundred Eighty Four and 70/100 (P5,468,684.70)** being the ABC to payments under the contract for the **Supply, Delivery, Installation and Commissioning of Three (3) Units 12-Ton Capacity Batch Recirculating Dryers in NFA Nueva Ecija** with Project Reference Number NFA-2021-RBAC-REGIII-105A. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NFA-CLRO** now invites bids for the above Procurement Project. Delivery of the Goods is required **within fifty (50) calendar days from the receipt of Notice to Proceed (NTP)**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from **NFA-CLRO** and inspect the Bidding Documents at the address given below during **Monday to Friday at 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **August 12, 2021 up to September 1, 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos**

(P10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.


6. The **NFA-CLRO** will hold a Pre-Bid Conference on **August 19, 2021, 10:00 AM** at the **NFA Staffhouse, Maharlika Highway, Cabanatuan City, Nueva Ecija**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below, on or before **September 01, 2021, 10:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **September 01, 2021, after the 10:00 AM deadline for the submission of bids** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. In compliance with the minimum health protocols to prevent the spread of COVID-19, only one (1) representative per prospective bidder shall be allowed entry to the pre-bid and bid opening venue.
11. The **NFA-CLRO** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

**Mr. CHRISTOPHER V. CHUA**  
Secretariat Head  
National Food Authority  
Central Luzon Region Office  
Maharlika Highway, Cabanatuan City  
Nueva Ecija, 3100  
Tel No: 044-958-0142  
e-mail : [nfarc2rbac@yahoo.com](mailto:nfarc2rbac@yahoo.com)

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

[www.nfa.gov.ph](http://www.nfa.gov.ph)  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph)

**Date of Issue : August 12, 2021**

  
**ME-ANN C. VILLAFLO**  
Acting Assistant Regional Manager II  
NFA-Region 3



## **1. Scope of Bid**

The Procuring Entity, **National Food Authority – Central Luzon Regional Office (NFA-CLRO)** wishes to receive Bids for the **Re-Bidding for the Supply, Delivery, Installation and Commissioning of Three (3) Units 12-Ton Capacity Batch Recirculating Dryers in NFA Nueva Ecija**, with identification number **NFA–2021–RBAC–REGIII-105A**.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for the year 2020 in the amount of **Five Million Four Hundred Sixty-Eight Thousand Six Hundred Eighty Four and 70/100 (P5,468,684.70)**.

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

## **3. Bidding Requirements**

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

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

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

## **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

## **5. Eligible Bidders**

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder must have:
  - a. a Single Largest Completed Contract (SLCC) similar in nature and complexity to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC; or
  - b. at least two (2) similar completed contracts with aggregate contract amount equivalent to at least 50% percent of the ABC, the largest of which must be equivalent to at least 25% of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

## **8. Pre-Bid Conference**

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

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.

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

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

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

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

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

### **13. Bid and Payment Currencies**

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

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

### **14. Bid Security**

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

14.2. The Bid and bid security shall be valid until **December 29, 2021**. 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.

### **16. Deadline for Submission of Bids**

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

### **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as **One Project having several items that shall be awarded as one contract.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

### ***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. <b>Re-Bidding for the Supply, Delivery, Installation and Commissioning of Batch Recirculating Dryers</b></p> <p>b. completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</p>																			
7.1	Subcontracting is not allowed.																			
12	The price of the Goods shall be quoted DDP <b>in the Science City of Muñoz and in Cabanatuan City, Nueva Ecija</b> 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> <p>a. The amount of not less than <b>P109,073.69</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <b>P272,684.24</b> if bid security is in Surety Bond.</p>																			
15	Each Bidder shall submit ONE (1) ORIGINAL copy and TWO (2) CERTIFIED copies of the first and second components of its Bid.																			
19.2	The project does not allow partial bids.																			
19.3	<p>The Project shall be awarded as <b>One Project having several items that shall be awarded as one contract as follows:</b></p> <table><tr><th>ITEMS</th><th>LOCATION OF PROJECT</th><th>QUANTITY</th><th>UNIT PRICE</th><th>ABC</th></tr><tr><td rowspan="2">12-Ton Capacity Batch Recirculating Dryer</td><td>Cabanatuan City Food Center</td><td>2</td><td>P1,817,894.90</td><td>P3,635,789.80</td></tr><tr><td>Muñoz Food Center</td><td>1</td><td>P1,817,894.90</td><td>P1,817,894.90</td></tr><tr><td colspan="4"><b>TOTAL APPROVED BUDGET FOR THE CONTRACT :</b></td><td><b>P5,453,684.70</b></td></tr></table>	ITEMS	LOCATION OF PROJECT	QUANTITY	UNIT PRICE	ABC	12-Ton Capacity Batch Recirculating Dryer	Cabanatuan City Food Center	2	P1,817,894.90	P3,635,789.80	Muñoz Food Center	1	P1,817,894.90	P1,817,894.90	<b>TOTAL APPROVED BUDGET FOR THE CONTRACT :</b>				<b>P5,453,684.70</b>
ITEMS	LOCATION OF PROJECT	QUANTITY	UNIT PRICE	ABC																
12-Ton Capacity Batch Recirculating Dryer	Cabanatuan City Food Center	2	P1,817,894.90	P3,635,789.80																
	Muñoz Food Center	1	P1,817,894.90	P1,817,894.90																
<b>TOTAL APPROVED BUDGET FOR THE CONTRACT :</b>				<b>P5,453,684.70</b>																
20.	Only income and business tax returns filed and paid through the Electronic Filing and Payments System (EFPS) shall be accepted. The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.																			
21.2	No additional requirement																			



## ***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><b>Duties and Responsibilities of NFA</b></p> <ol style="list-style-type: none"> <li>1. To issue the Notice to Proceed (NTP) together with a copy of the approved Contract to the successful bidder within three calendar days from the date of approval of the contract by the Head of Procuring Entity.</li> <li>2. To conduct inspection and evaluation of deliveries to ensure conformity with the technical specifications.</li> <li>3. To ensure that all delivered units and materials shall be free from patent and latent defects and damage.</li> <li>4. To facilitate payment of the procured goods upon submission by the supplier of the required supporting documents subject to usual accounting and auditing rules and regulations.</li> </ol> <p><b>Duties and Responsibilities of Supplier/Contractor</b></p> <p><b>The Contractor:</b></p> <ol style="list-style-type: none"> <li>1. Shall strictly comply with the prescribed NFA technical specifications and shall submit the manufacturer's technical brochure of the mechanical dryers.</li> <li>2. Shall ensure that the mechanical dryer supplied under the contract have no defects arising from the design, materials, or workmanship of the equipment that may manifest under normal use.</li> <li>3. Shall provide the user free familiarization training on operation, maintenance/care, and minor trouble shooting.</li> <li>4. Shall use durable packaging materials to protect the units during transport/deliveries to the field offices.</li> <li>5. Shall guarantee the availability of spare parts and the technical personnel who shall undertake the required after-sales service.</li> <li>6. Shall replace the defective spare parts at no cost to NFA, or shall replace the whole unit, if necessary, within the warranty period. If the defective unit(s) shall need to be replaced by a new unit, the cost for shipment of the defective unit(s) from the place of the end-user shall be borne by the supplier.</li> <li>7. Shall ensure that appropriate documents such as the duly accomplished Sales Invoice (SI) and Delivery Receipt (DR) are submitted to the NFA representatives during the delivery of the mechanical dryers.</li> </ol>

	<p>8. Shall respond to NFA’s request for service within 24 hours from receipt of notice/request.</p> <p>9. Shall shoulder all expenses that will be incurred during the supply, delivery, installation and commissioning of the mechanical dryer and their components/ancillary, and in the conduct of the training of NFA Technical personnel.</p> <p><b>Delivery and Documents –</b></p> <p>“The delivery terms applicable to this Contract are delivered <b>in Nueva Ecija (Science City of Muñoz and Cabanatuan City)</b>. 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 at the Project Site is <b>the Nueva Ecija Branch Engineer and/or the concerned Warehouse Supervisor</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>
	<ol style="list-style-type: none"> <li>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.</li> </ol> <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><b>Spare Parts –</b></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>

	<ol style="list-style-type: none"> <li>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</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <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><b>Transportation –</b></p> <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>
	<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><b>Intellectual Property Rights –</b></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><b>TERMS OF PAYMENT</b></p> <ol style="list-style-type: none"> <li>1. Payments shall be made only to the supplier at the NFA after all the units have been delivered, installed and commissioned in accordance with the terms of the contract and have been duly inspected</li> <li>2. The Supplier's request for payment shall be made to the NFA in writing, and upon presentation/submission of the following requirements: <ol style="list-style-type: none"> <li>a) Letter Request for Payment</li> <li>b) Original copy of Sales Invoice</li> <li>c) Original copy of Delivery Receipt</li> <li>d) Notice of Award (Photocopy)</li> <li>e) Contract (Photocopy)</li> <li>f) Notice to Proceed (Photocopy)</li> </ol> </li> </ol>

	<p>g) Final Inspection Report h) Certificate of Project Completion</p> <p>3. Payments shall be made promptly but in no case later than fifteen (15) days after submission of the documents stated above and claim by the supplier, subject to the usual NFA Accounting and Auditing rules and regulations.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p><b>INSPECTION</b></p> <ol style="list-style-type: none"> <li>1. The NFA 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 NFA.</li> <li>2. The designated Inspection Team - composed of the Branch Engineer, CLRO Representatives from Facility Management, Finance and Administrative and General Services Sections - shall conduct physical inspection on the Mechanical Dryers and their component/ancillary items as to its completeness and conformity with the prescribed NFA specifications.</li> <li>3. All units and materials delivered should be free from defects; any unit observed to have defects and damages during inspection shall not be accepted.</li> <li>4. A Delivery and Inspection Report shall be issued by the NFA CLRO.</li> </ol> <p><b>COMMISSIONING (TESTING) OF THE MECHANICAL DRYERS</b></p> <ol style="list-style-type: none"> <li>1. After the completion of the delivery and installation of the delivered Mechanical Dryers, the supplier or his authorized representative shall demonstrate the actual operation of the equipment to the Inspection Team and NFA Nueva Ecija Technical Personnel.</li> <li>2. All deliveries shall be subjected to testing through actual operation of the unit.</li> </ol>
5	<p><b>WARRANTY</b></p> <p>In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of one (1) year, after acceptance by the Procuring Entity of the delivered supplies.</p> <p>The obligation for the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) of the payment, or a special bank guarantee equivalent to at least five percent (5%) of the total contract price. The said amount shall only be released after the lapse of the one (1) year warranty period. Provided, however, that the supplies delivered are free from patent and</p>



	<p>latent defects and all the conditions imposed under the contract have been fully met.</p> <p>The NFA shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, repair or replace the defective Goods or parts thereof without cost to the NFA.</p>
6	<p><b>LIQUIDATED DAMAGES</b></p> <p>For this Project, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the NFA may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.</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.

<b>ITEMS</b>	<b>LOCATION OF PROJECT</b>	<b>QUANTITY</b>	<b>SCHEDULE OF DELIVERY</b>
Supply, Delivery, Installation and Commissioning of Three (3) Units 12-Ton Capacity Batch Recirculating Dryers	Cabanatuan City Food Center Nueva Ecija	2	WITHIN FIFTY (50) CALENDAR DAYS FROM RECEIPT OF THE NOTICE TO PROCEED (NTP)
	Muñoz Food Center Nueva Ecija	1	

## ***Section VII. Technical Specifications***

# Technical Specifications

Item	Specification	Statement of Compliance																				
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]																				
Supply, Delivery, Installation and Commissioning of Three (3) Units 12-Ton Capacity Batch Recirculating Dryers - 2 units in Cabanatuan City, Nueva Ecija - 1 unit in Muñoz, Nueva Ecija	<table><tr><th>PARTICULARS</th><th>SPECIFICATIONS</th></tr><tr><td>TYPE</td><td>Batch Recirculating Dryer</td></tr><tr><td>CAPACITY</td><td>up to 12 tons (12,000 kg)</td></tr><tr><td>FUEL</td><td>Diesel</td></tr><tr><td>HOLDING CAPACITY</td><td>12 tons wet palay at 24% moisture content, minimum</td></tr><tr><td>DRYING RATE</td><td>0.8% per hr, minimum</td></tr><tr><td>DRYING EFFICIENCY</td><td>75%, minimum</td></tr><tr><td>MOISTURE GRADIENT</td><td>2% maximum</td></tr><tr><td>HEATING EFFICIENCY</td><td>90% minimum</td></tr><tr><td>EQUIPMENT AND OTHER ACCESSORIES</td><td>Pre-Cleaner, Dust Collection System, Bagging Chute, Loading and Unloading System, Grains Spreader, Control Box Indicator/Monitor with AI Control System, Thermal Sensor, Program Type Automatic Moisture Control and Program Type Digital Timer</td></tr></table>	PARTICULARS	SPECIFICATIONS	TYPE	Batch Recirculating Dryer	CAPACITY	up to 12 tons (12,000 kg)	FUEL	Diesel	HOLDING CAPACITY	12 tons wet palay at 24% moisture content, minimum	DRYING RATE	0.8% per hr, minimum	DRYING EFFICIENCY	75%, minimum	MOISTURE GRADIENT	2% maximum	HEATING EFFICIENCY	90% minimum	EQUIPMENT AND OTHER ACCESSORIES	Pre-Cleaner, Dust Collection System, Bagging Chute, Loading and Unloading System, Grains Spreader, Control Box Indicator/Monitor with AI Control System, Thermal Sensor, Program Type Automatic Moisture Control and Program Type Digital Timer	
	PARTICULARS	SPECIFICATIONS																				
	TYPE	Batch Recirculating Dryer																				
	CAPACITY	up to 12 tons (12,000 kg)																				
	FUEL	Diesel																				
	HOLDING CAPACITY	12 tons wet palay at 24% moisture content, minimum																				
	DRYING RATE	0.8% per hr, minimum																				
	DRYING EFFICIENCY	75%, minimum																				
	MOISTURE GRADIENT	2% maximum																				
	HEATING EFFICIENCY	90% minimum																				
	EQUIPMENT AND OTHER ACCESSORIES	Pre-Cleaner, Dust Collection System, Bagging Chute, Loading and Unloading System, Grains Spreader, Control Box Indicator/Monitor with AI Control System, Thermal Sensor, Program Type Automatic Moisture Control and Program Type Digital Timer																				
	With one (1) set of manufacturer's standard tools for the drying unit, drying system and the motor, Heavy duty Toolbox, Roll Up Tools Holder and accessories required for maintenance																					
	With full dealers optional parts																					
	With Original Equipment Manufacturer (OEM) manual of drying unit, drying system and the motor written in English or Filipino																					
Each unit of mechanical grain dryer shall be marked at a prominent place with the following information: a. Registered trademark of the manufacturer b. Name and address of the manufacturer c. Name and address of the importer/distributor d. Country of manufacture/Made in the Philippines e. Type; Serial number f. Load capacity, metric tons g. Rated power/voltage/ frequency/ phase, in metric units h. Shipping information i. Dry weight in metric units ii. Dimensions in metric units iii. Safety/Precautionary markings																						
With Valid AMTEC Test Result																						
Certification from the bidder that they have already delivered, installed and commissioned mechanical grain dryers within the last 3 years; and list of delivered/installed mechanical grain dryers with names, address and contact information of the recipient/customer for the last three (3) years																						
With National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and Dealers Accreditation and Classification (NAMDAC) Certification: -For the bidder																						

	-For the machinery distributor/manufacturer -For the importer	
	With valid Certificate of Dealership/ Distributorship/Authority to Sell, and Commitment to Supply directly or indirectly issued by the manufacturer or distributor to the bidder	
	With Manufacturer / Supplier-Authorized or Affiliated Active Service Center in Luzon	
	The supplier must conduct training on the proper handling, operation and maintenance of the units for at least one (1) operator per technology	

The technical specifications must be supported by the following:

1. Valid AMTEC Test Result
2. Certification from the bidder that they have already delivered, installed and commissioned mechanical grain dryers within the last three (3) years; and list of delivered/installed mechanical grain dryers with names, address and contact information of the recipient/customer for the last three (3) years
3. With National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and Dealers Accreditation and Classification (NAMDAC) Certification:
  - a. For the bidder
  - b. For the machinery distributor/manufacturer
  - c. For the importer
4. Certificate of Site Inspection issued by the Branch Manager concerned
5. With valid Certificate of Dealership/ Distributorship/Authority to Sell, and Commitment to Supply directly or indirectly issued by the manufacturer or distributor to the bidder

## ***Section VIII. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (g) 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**
- ☐ (h) Conformity with the Technical Specifications, supported by the following:
  - a. Valid AMTEC Test Result
  - b. Certification from the bidder that they have already delivered, installed and commissioned mechanical grain dryers within the last three (3) years; and list of delivered/installed mechanical grain dryers with names, address and contact information of the recipient/customer for the last three (3) years
  - c. With National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and Dealers Accreditation and Classification (NAMDAC) Certification:
    - i. For the bidder
    - ii. For the machinery distributor/manufacturer
    - iii. For the importer
  - d. Certificate of Site Inspection issued by the Branch Manager concerned

- e. With valid Certificate of Dealership/ Distributorship/Authority to Sell, and Commitment to Supply directly or indirectly issued by the manufacturer or distributor to the bidder; **and**

- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

**Financial Documents**

- ☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

- ☐ (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



**STATEMENT OF THE PROSPECTIVE BIDDER OF ALL ITS ONGOING  
GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS  
AWARDED BUT NOT YET STARTED, IF ANY, WHETHER SIMILAR OR NOT  
SIMILAR IN NATURE AND COMPLEXITY TO THE CONTRACT TO BE BID**

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

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

***\*Instructions***

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

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



## STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR IN NATURE AND COMPLEXITY TO THE PROJECT

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

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

### ***\*Instructions***

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

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

## **Bid Securing Declaration Form**

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

---

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

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

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

# Conformity with the Technical Specifications

[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.]

Item	Specification		Statement of Compliance
<b>Supply, Delivery, Installation and Commissioning of Three (3) Units 12-Ton Capacity Batch Recirculating Dryers - 2 units in Cabanatuan City, Nueva Ecija - 1 unit in Muñoz, Nueva Ecija</b>	<b>PARTICULARS</b>	<b>SPECIFICATIONS</b>	
	<b>TYPE</b>	Batch Recirculating Dryer	
	<b>CAPACITY</b>	up to 12 tons (12,000 kg)	
	<b>FUEL</b>	Diesel	
	<b>HOLDING CAPACITY</b>	12 tons wet palay at 24% moisture content, minimum	
	<b>DRYING RATE</b>	0.8% per hr, minimum	
	<b>DRYING EFFICIENCY</b>	75%, minimum	
	<b>MOISTURE GRADIENT</b>	2% maximum	
	<b>HEATING EFFICIENCY</b>	50% minimum	
	<b>EQUIPMENT AND OTHER ACCESSORIES</b>	Pre-Cleaner, Dust Collection System, Bagging Chute, Loading and Unloading System, Grains Spreader, Control Box Indicator/Monitor with AI Control System, Thermal Sensor, Program Type Automatic Moisture Control and Program Type Digital Timer	
	With one (1) set of manufacturer’s standard tools for the drying unit, drying system and the motor, Heavy duty Toolbox, Roll Up Tools Holder and accessories required for maintenance		
	With full dealers optional parts		
	With Original Equipment Manufacturer (OEM) manual of drying unit, drying system and the motor written in English or Filipino		
	Each unit of mechanical grain dryer shall be marked at a prominent place with the following information: i. Registered trademark of the manufacturer j. Name and address of the manufacturer k. Name and address of the importer/distributor l. Country of manufacture/Made in the Philippines m. Type; Serial number n. Load capacity, metric tons o. Rated power/voltage/ frequency/ phase, in metric units p. Shipping information i. Dry weight in metric units ii. Dimensions in metric units iii. Safety/Precautionary markings		
	With Valid AMTEC Test Result		
	Certification from the bidder that they have already delivered, installed and commissioned mechanical grain dryers within the last 3 years; and list of delivered/installed mechanical grain dryers with names, address and contact information of the recipient/customer for the last three (3) years		
	With National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and Dealers Accreditation and Classification (NAMDAC) Certification: -For the bidder -For the machinery distributor/manufacturer -For the importer		
	With valid Certificate of Dealership/ Distributorship/Authority to Sell, and Commitment to Supply directly or indirectly issued by the manufacturer or distributor to the bidder		
	With Manufacturer / Supplier-Authorized or Affiliated Active Service Center in Luzon		
	The supplier must conduct training on the proper handling, operation and maintenance of the units for at least one (1) operator per technology		

The technical specifications must be supported by the following:

1. Valid AMTEC Test Result
2. Certification from the bidder that they have already delivered, installed and commissioned mechanical grain dryers within the last three (3) years; and list of delivered/installed mechanical grain dryers with names, address and contact information of the recipient/customer for the last three (3) years
3. With National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers, Distributors and Dealers Accreditation and Classification (NAMDAC) Certification:
  - a. For the bidder
  - b. For the machinery distributor/manufacturer
  - c. For the importer
4. Certificate of Site Inspection issued by the Branch Manager concerned
5. With valid Certificate of Dealership/ Distributorship/Authority to Sell, and Commitment to Supply directly or indirectly issued by the manufacturer or distributor to the bidder

---

Name of the Bidder (in print)

---

Signature Over Printed Name of Bidder's Authorized Representative

---

Designation (in print)

---

Date

**NATIONAL FOOD AUTHORITY**  
(Name of Branch Office)  
(Municipal/City)

\_\_\_\_\_  
(Date)

**CERTIFICATE OF SITE INSPECTION**

This is to certify that \_\_\_\_\_ (Bidder's Name) \_\_\_\_\_ with business address at \_\_\_\_\_  
\_\_\_\_\_, inspected the site of the proposed  
project \_\_\_\_\_.

This certification is hereby issued for whatever legal purpose it may serve.

Certified by:

\_\_\_\_\_  
**Branch Manager**

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

---

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

**AFFIDAVIT**

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working



Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

## COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

The formula to determine NFCC is as follows:

NFCC = [(Current Assets minus Current Liabilities) (15)]  
minus the value of all outstanding or uncompleted  
portions of the projects under ongoing contracts  
including awarded contracts yet to be started coinciding  
with the contracts to be bid.

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

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

=====

### CERTIFIED CORRECT:

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

\_\_\_\_\_  
Name of Bidder

### NOTES:

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

## CREDIT LINE CERTIFICATE

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

### Regional Manager

NATIONAL FOOD AUTHORITY

Region \_\_\_\_\_

CONTRACT/PROJECT : \_\_\_\_\_  
COMPANY/FIRM : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_

BANK/FINANCING INSTITUTION : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_

AMOUNT : \_\_\_\_\_

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

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

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

Name and Signature of Authorized

Financing Institution Officer : \_\_\_\_\_

Official Designation : \_\_\_\_\_

Concurred By:

Name & Signature of  
Authorized Representative : \_\_\_\_\_  
(Name of Prospective Bidder)

Official Designation : \_\_\_\_\_

## ACKNOWLEDGMENT

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

### Notary Public

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

---

### BID FORM

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

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **perform** the **Supply, Delivery, Installation and Commissioning of Three (3) Units 12-Ton Capacity Batch Recirculating Dryers in NFA Nueva Ecija** 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.

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

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

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

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

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

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

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

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

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

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

**Price Schedule for Goods Offered from 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	Location	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 to Final Destination (col 9) x (col 4)
Supply, Delivery, Installation and Commissioning of Three (3) Units 12-Ton Capacity Batch Recirculating Dryers	Cabanatuan Food Center, Cabanatuan City, Nueva Ecija		2						
	Muñoz Food Center, Muñoz, Nueva Ecija		1						
<b>TOTAL</b>									

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

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

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

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