



REPUBLIC OF THE PHILIPPINES
NATIONAL FOOD AUTHORITY
CARAGA REGIONAL OFFICE
BUTUAN CITY

**BID DOCUMENTS
FOR THE PROCUREMENT OF HAULING
SERVICES FOR CY 2019 FOR THE
HAULING OF IMR FROM NFA OWNED
KM-10 WAREHOUSE IN SURIGAO DEL
NORTE AND TO ITS ISLANDS AND TO
OTHER NFA UTILIZED WAREHOUSES IN
THE PROVINCE OF AGUSAN DEL NORTE,
AGUSAN DEL SUR AND SURIGAO DEL
SUR THROUGH PUBLIC BIDDING**

Republic of the Philippines
NATIONAL FOOD AUTHORITY
Caraga Regional Office
Butuan City

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December 4, 2018

T O : ALL PROSPECTIVE BIDDERS

SUBJECT : PROCUREMENT OF HAULING SERVICES FOR CY 2019 FOR THE HAULING OF IMR FROM NFA OWNED KM-10 WAREHOUSE IN SURIGAO DEL NORTE AND TO ITS ISLANDS AND TO OTHER NFA UTILIZED WAREHOUSES IN THE PROVINCE OF AGUSAN DEL NORTE, AGUSAN DEL SUR AND SURIGAO DEL SUR.

In preparation to the pre-bidding conference of the above subject to be held **on December 13, 2018 at 10:00 AM**, you are advised to carefully and thoroughly read the following bid documents so that you will be prepared and be knowledgeable of the bidding process and requirements:

1. Instruction to Bidders (ITB)
2. Bid Data Sheet (BDS)
3. General Conditions of the Contract (GCC)
4. Special Conditions of the Contract (SCC)
5. Technical Specification
6. Terms of Reference (TOR)
7. Sample Forms of Documentary Requirements
8. Checklist of Requirements

We suggest that you list down issues or concerns from these readings for clarification during the pre-bidding conference.

BEVERLYN P. PERALTA, Ph.D.
Acting ARD/RBAC-Chairperson

C E R T I F I C A T I O N

I HEREBY CERTIFY that I have received the above-enumerated bidding documents. I fully understand that it is my sole responsibility to read and examine the foregoing bidding documents to have a good understanding of their contents and of document requirements in preparation to the pre-bidding and bidding proper.

Received by:

Name and Signature

Firm

Date

CHECKLIST OF ELIGIBILITY REQUIREMENTS		
PROCUREMENT OF HAULING SERVICES FOR CY 2019 FOR THE HAULING OF IMR FROM NFA OWNED KM-10 WAREHOUSE IN SURIGAO DEL NORTE AND TO ITS ISLANDS AND TO OTHER NFA UTILIZED WAREHOUSES IN THE PROVINCE OF AGUSAN DEL NORTE, AGUSAN DEL SUR AND SURIGAO DEL SUR		
NAME OF BIDDER: _____		
REQUIREMENTS	CORPORATION/ PARTNERSHIP/ SOLE PROPRIETORSHIP	
	PASSED	FAILED
ELIGIBILITY REQUIREMENTS		
TECHNICAL DOCUMENTS		
A. LEGAL DOCUMENTS		
1. PhilGEPS Certificate of Registration under Platinum category in lieu of their Class “A” Documents uploaded and maintained current and updated in the PhilGEPS in accordance with section 8.5.2 of the revised IRR of RA 9184, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of this IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.		
B. TECHNICAL DOCUMENTS		
1. Notarized 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 must be supported by the <u>original or certified photocopy of the following documents</u> : (SF-GOOD-13a: See Exhibit 2, pp. 91-92):		
a. Copy/ies of contract/s and/or Notice/s of Award		
b. Notice/s to Proceed		
c. Certificate/s of (%) Accomplishment issued by contracted party		
2. Notarized Statement of the bidder’s Single Largest Completed Contract (SLCC) for the last three (3) years prior to the deadline for the submission and receipt of bids, which is similar to the Project and the value of which, adjusted, if necessary, to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to fifty percent (50%) of the Approved Budget for the Contract to be bid. Same shall be supported by the <u>original or certified photocopy of the following documents</u> : (See Annex C, Page 121)		
a. Copy/ies of contract/s and/or Notice/s of Award		
b. Notice/s to Proceed		
c. Certificate/s of Completion and Acceptance issued by contracted party		
3. FINANCIAL DOCUMENTS		
A. The prospective bidders audited financial statements for the year – 2016 and 2017, stamped “Received” by the BIR or its duly accredited and authorized institutions, such as:		
a. Balance Sheet		
b. Income Statement		
c. Independent Auditor’s Report certifying that he/she has examined/ audited the Financial Statements		
B. The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC). However, in the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC		

computation (SF-GOOD-14:See Exhibit 3, pp.93 and SF-GOOD-15: Exhibit7, pp. 98)		
4. JOINT VENTURE AGREEMENT		
Valid Joint Venture Agreement, in case of a Joint Venture (SF-GOOD-17: See Exhibit 4, p. 94)		
5. BID SECURITY		
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank; Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. (SF-GOOD-15, pp. 98 and SF-GOOD-32, pp. 95)		
(b) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. (SF-GOOD-33, pp. 96)		
(c) Bid Securing Declaration (Annex B, pp. 119-120)		
6. SCHEDULE OF REQUIREMENTS		
Statement of Compliance signed by the bidder. (p. 72)		
7. TECHNICAL SPECIFICATIONS		
Statement of Compliance signed by the bidder. (p. 75-76)		
8. SWORN STATEMENT OF THE BIDDER OR ITS DULY AUTHORIZED REPRESENTATIVE IN THE FORM PRESCRIBED BY THE GPPB AS TO THE FF (Omnibus Sworn Statement), pp. 84-85:		
1. It is not blacklisted or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;		
2. 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;		
3. It is authorizing the Head of the Procuring Entity or his duly authorized representative/s to verify all the documents submitted		
4. The signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, with the duly notarized Board Resolution attesting to such fact, if the prospective bidder is a corporation, partnership, cooperative, or joint venture.		
5. It complies with the disclosure provision under Section 47 of the Act in relation to other provisions of RA 3019;		
6. It complies with the responsibilities of a prospective or eligible bidder provided in the PBDS;		
7. It complies with existing labor law and standards, in the case of procurement of services; and		
8. It 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 government in relation to any procurement activity.		
9. TECHNICAL DOCUMENTS		
a. Articles of Incorporation, Partnership or Cooperation, whichever is applicable, including amendments thereto;		
b. Company Profile to state the following:		
i. contact information/details of the company, including its		

branch office/s if any; ii. number of years in the trucking/transport services business; iii. organizational chart/set-up including name of drivers employed;		
c. List of Owned Trucks (must be at least equivalent to 35% plus one (1) unit of the minimum units of truck required) to be supported by the following: i. LTO Certificate of Registration (CR) and Official Receipt (OR) for each unit of truck; ii. LTFRB Certificate of Public Convenience (CPC) for each unit of truck or provisional authority issued for owned trucks with on-going application or renewal of LTFRB CPC; iii. Copy of the following documents whichever is applicable: (1) Copy of Deed of Sale for newly purchased truck/s; (2) Copy of Purchase/Chattel Mortgage Agreement for unit/s still on installment basis (3) Copy of Deed of Donation for donated unit/s. iv. Copy of NFA License for Transporting		
d. List of Leased Trucks (remaining number of units required) to be supported by the following: i. LTO Certificate of Registration (CR) and Official Receipt (OR) for each unit of truck; ii. LTFRB Certificate of Public Convenience (CPC) for each unit of truck or provisional authority issued for leased trucks with on-going application or renewal of LTFRB CPC; iii. Copy of NFA License for Transporting iv. Copy of Lease Contract Agreement		
II. SECOND ENVELOPE – FINANCIAL COMPONENT		
1. Bid Form/Financial Proposal or Tender Form with supporting details of computation (pp. 79-82)		
2. Schedule of Prices		
REMARKS (ELIGIBLE/INELIGIBLE)		

Note: Above-listed documents shall be submitted in Original/certified true copy/ies and two (2) photocopies. The original copies of the eligibility requirements shall be used for authentication purposes to be returned after the bidding conference. For the sealing and marking of documents, please refer to ITB Clause 20 and likewise refer to pages 116-118.

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Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.2 of the IRR of RA 9184;
- (b) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website and the website of the Procuring Entity concerned, if available, for a minimum period of seven (7) calendar days starting on the date of advertisement; and
- (c) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for a minimum period of seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid is first advertised/posted until the deadline for the submission and receipt of bids;
- (b) The place where the Bidding Documents may be purchased or the website where it may be downloaded;
- (c) The deadline for the submission and receipt of bids from the last day of posting of the Invitation to Bid; and
- (d) Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated into the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

For foreign-assisted projects, the Invitation to Bid to be used is provided in Section IX- Foreign-Assisted Projects.



NATIONAL FOOD AUTHORITY
CARAGA Regional Office
Butuan City

INVITATION TO BID

**FOR THE PROCUREMENT OF HAULING SERVICES CY 2019 FOR THE
HAULING OF IMR FROM NFA OWNED KM-10 WAREHOUSE IN SURIGAO DEL
NORTE AND TO ITS ISLANDS AND TO OTHER NFA UTILIZED WAREHOUSES
IN THE PROVINCE OF AGUSAN DEL NORTE, AGUSAN DEL SUR AND
SURIGAO DEL SUR.**

The **National Food Authority** Caraga Region , through its Corporate Operating Budget for CY 2019, intends to apply the sum of **TWENTY THREE MILLION SEVEN HUNDRED TWENTY THREE THOUSAND PESOS ONLY (Php 23,723,000.00)**, the APPROVED BUDGET FOR THE CONTRACT (ABC), for the 2019 contract hauling services for the hauling of rice from NFA Owned KM-10 Warehouse in Surigao Del Norte to its islands and to other NFA utilized warehouses in the province of Agusan Del Norte, Agusan Del Sur and Surigao Del Sur as follows:

CONTRACT NO.	SOURCE WHSE.	RECEIVING WHSE.	MIN. NO. OF TRUCKS	QUANTITY [MORE OR LESS (bag of 50 kg)]	BUDGET (INCLUSIVE OF VAT) (PHP)		BIDDING FEE
					PER BAG	TOTAL	
I	GID Km. 10 Whse., Brgy. Quezon, Surigao del Norte	GID 1 Warehouse, Brgy. Libertad, Butuan City	25 Trucks	154,000	32.00	4,928,000.00	25,000.00
		GID Alegria Warehouse, San Francisco, Agusan del Sur		60,000	44.00	2,640,000.00	
		GID Bayugan Warehouse, Bayugan City, Agusan del Sur		43,000	35.00	1,505,000.00	
		GID Trento Warehouse, Trento, Agusan del Sur		40,000	58.00	2,320,000.00	
		GID Cantilan Warehouse, Cantilan, Surigao del Sur		30,000	31.00	930,000.00	
		GID Tandag Duplex Warehouse, Tandag City Surigao del Sur		67,000	42.00	2,814,000.00	
		GID Mangagoy Warehouse, Surigao del Sur		50,000	62.00	3,100,000.00	
		GID Dapa Warehouse Dapa, Siargao Island		30,000	74.00	2,220,000.00	
		GID San Jose, San Jose Province of Dinagat Island		46,000	71.00	3,266,000.00	
		TOTAL		520,000		23,723,000.00	25,000.00

Prospective bidders must be owners/operators of trucks registered as grains transporter and whose units are registered as Trucks for Hire (TH) with LTFRB; must have at least three (3) years experience in grains trucking/hauling of bagged cargoes; must meet the minimum number of operational TH trucks required; of which thirty five percent (35%) plus one (1) unit must be owned by the bidder as evidenced by the OR/CR in his/her name, balance can be leased; must comply with other requirements stated in the Instruction to Bidders (ITB) Clause 5.1 and must not suffer from disqualifications on the ground of blacklisting by the GPPB or of declaration by the NFA as defaulting trucking contractor.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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 5183 and subject to Commonwealth Act 138.

Interested bidders may obtain further information from NFA Caraga Region and inspect the Bidding Documents at the address given below during Monday to Friday at 8:00 AM to 5:00 PM.

A complete set of Bidding Documents may be acquired by interested Bidders starting **December 06, 2018 to December 26, 2018** from the address below and upon payment of the applicable fee for the Bidding Documents in the amount of **PESOS: Twenty Five Thousand Only (P25,000.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) (www.philgeps.gov.ph) and the website of the National Food Authority (www.nfa.gov.ph), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

The **NFA** will hold a Pre-Bid Conference on **December 13, 2018; 10:00 AM** at **NFA Conference Room, NFA Caraga Regional Office , Butuan City**, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat at the address below **not later than 10:00 AM of December 27, 2018**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18. Bid opening shall be on **December 27, 2018 at 10:01 AM** onwards at **NFA Conference Room, NFA Caraga Regional Office , Butuan City**. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.

The **NFA** 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders. For further information, please refer to:

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Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This section of the Bidding Documents provides the information necessary for Bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, opening, evaluation, and award of contract.

Section II contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II which are specific to each procurement.

Matters governing performance of the Bidder, payments, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Section IV. General Conditions of Contract, and/or Section V. Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

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A. General

1. Scope of Bid

- 1.1. The procuring entity named in the **BDS** (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the “Goods”).
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-

competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; or
- (e) Persons/entities forming themselves into a Joint Venture, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: *Provided, however*, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

5.2. Foreign bidders may be eligible to participate when any of the following circumstances in accordance with the guidelines issued by the GPPB:

- (a) When provided for under any Treaty or International or Executive Agreement as provided in Section 4 of the Act and this IRR;
- (b) When the foreign supplier is a citizen, corporation or association of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporation or associations of the Philippines;
- (c) When the Goods sought to be procured are not available from local suppliers; or

- (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. GOCCs may be eligible to participate in Competitive Bidding only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity. The GPPB shall promulgate the necessary guidelines for this provision.
- 5.4. The prospective bidder must have completed an SLCC that is similar to the contract to be bid, and whose value, adjusted to current prices using the PSA consumer price indices, must be at least fifty percent (50%) of the ABC to be bid.

For this purpose, a contract shall be considered “similar” to the contract to be bid if it has the same major categories of work.

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC to be bid, calculated 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 for this Project.

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR. For purposes of computing the foreign bidder’s NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards.

- 5.6. If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.

6. Bidder’s Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause a.a(iv).
- 6.2. The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must comply with the eligibility criteria and the documentary requirements specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) *The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.*

9.2. The pre-bid conference shall discuss, clarify and explain, among other things, the eligibility requirements and the technical and financial components of the contract to be bid including questions and clarifications raised by the prospective bidders before and during the Pre-Bid Conference.

Pre-bid conference may be conducted in person or face-to-face through video conferencing, webcasting, or similar technology, or a combination thereof. Procuring Entities with videoconferencing capabilities that have manufacturers, suppliers, distributors, contractors and/or consultants that also have videoconferencing capabilities may conduct their pre-bidding conferences electronically. The Pre-Bid Conference is open to prospective bidders, and in case of procurement of consulting services, the shortlisted bidder, but attendance shall not be mandatory.

9.3. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference, and shall be made available to prospective bidders not later than five (5) days upon written request.

Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Supplemental / Bid Bulletins

10.1. Requests for clarification(s) on any part of the Bidding Documents or for any interpretation must be in writing and submitted to the BAC of the Procuring Entity concerned at least ten (10) calendar days before the deadline set for the submission and receipt of bids. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, duly signed by the BAC Chairperson, to

be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of bids.)

- 10.2. For purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the PhilGEPS, the website of the Procuring Entity concerned, if available, and at any conspicuous place within the premises of the Procuring Entity. It shall be the responsibility of all those who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **Section 26 of this IRR**.

C. Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

- (a) Eligibility Documents –

Class “A” Documents:

Legal Documents

- (i) PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of this IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of this IRR: Provided , That the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of this IRR;

- (ii) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
- (iii) Mayor's/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.

In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of this IRR.

- (iv) Tax Clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (v) 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.
- (vi) 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 this IRR, within the relevant period as provided in the Bidding Documents in the case of Goods.

All of the above statements shall include all information required in the PBDs prescribed by the GPPB.

Financial Documents

- (vii) The prospective bidder's audited financial statements, showing, among others, the prospective bidder'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.
- (viii) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC). However, in the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation.

Class “B” Document:

- (i) For Goods, valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

- (ii) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - 1. a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - 2. a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (iii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iv) Omnibus Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;

- (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a system to monitor and report bid prices relative to ABC and procuring entity's estimate. The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a “0” (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. 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), including all customs duties and sales and other taxes already paid or payable:
 - (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
 - (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.
 - (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
 - (iii) 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 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, listed in the **BDS**.

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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.

16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids and bid securities shall be valid for a reasonable period as determined by the HoPE concerned, which shall be indicated in the Bidding Documents, but in no case shall the period exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. Should it become necessary to extend the validity of the bids and bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their bid security.

18. Bid Security

- 18.1. All bids shall be accompanied by a bid security, payable to the Procuring Entity concerned as a guarantee that the successful bidder shall, within ten (10) calendar days from receipt of the notice of award, enter into contract with the Procuring Entity and furnish the performance security required in Section 39 of this IRR, except when Section 37.1 of this IRR allows a longer period. Failure to enclose the required bid security in the form and amount prescribed herein shall automatically disqualify the bid concerned.
- 18.2. The bidder shall submit a Bid Securing Declaration, or any form of Bid Security, in an amount not less than the required percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the required Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

- 18.3 The bid security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity.
- 18.4 Without prejudice to the provisions of the Act and this IRR on the forfeiture of bid securities, bid securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid (LCRB) or Highest Rated Responsive Bid (HRRB), as the case may be, has signed the contract and furnished the performance security, except to those declared by the BAC as failed or post-disqualified in accordance with this IRR,
- 18.5 A Bid Securing Declaration is an undertaking which states, among others, that the bidder shall enter into contract with the Procuring Entity and furnish the required performance security within ten (10) calendar days, as indicated in the Bidding Documents, from receipt of the Notice of Award, and commits to pay the corresponding amount as fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the GPPB.
- 18.6 No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 0.
- 18.7 In no case shall the bid security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with Section 28.2 of this IRR.
- 18.8 The bid security may be forfeited:
- (a) if a Bidder:
1. withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 2. does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 3. fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.1;
 4. submission of eligibility requirements containing false information or falsified documents;
 5. submission of bids that contain false information or falsified documents, or the concealment of such information in the bids

in order to influence the outcome of eligibility screening or any other stage of the public bidding;

6. allowing the use of one's name, or using the name of another for purposes of public bidding;
7. withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
8. refusal or failure to post the required performance security within the prescribed time;
9. refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
10. any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
11. failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
12. all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

1. fails to sign the contract in accordance with **ITB** Clause 32; or
2. fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.

- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare an original or certified photocopy of the first and second envelopes as described in **ITB** Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original or certified photocopy eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL OR CERTIFIED PHOTOCOPY -TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL OR CERTIFIED PHOTOCOPY - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

- 20.4. 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 Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;

- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Bids, including the eligibility requirements under Section 23.1 of this IRR, submitted after the deadline shall not be accepted by the BAC. The BAC shall record in the minutes of bid submission and opening, the bidder’s name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1. A bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. Where a bidder modifies its bid, it shall not be allowed to retrieve its original bid, but shall only be allowed to send another bid equally sealed, properly identified, linked to its original bid and marked as a “modification,” thereof, and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the bidder unopened.
- 23.2. A bidder may, through a letter, withdraw its bid before the deadline for the receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in this IRR. A bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped received by the BAC before the deadline for the receipt of bids. A bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be rated “passed”

for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

- 24.2. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class “A” Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a)(i) and 12.1(a)(iii). Submission of documents required under **ITB** Clauses 12.1(a)(iv) to 12.1(a)(viii) by any of the joint venture partners constitutes compliance.
- 24.7. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, its staff and personnel, Secretariat and TWG, as well as Observers, are prohibited from making or accepting any communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award. However, the BAC, through its Secretariat, may ask in writing the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing.

26. Clarification of Bids

The BAC through its Secretariat, may ask in writing the bidder for a clarification of its bid . All responses to requests for clarification shall be in writing.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
- (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
- (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
- (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital

stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. For the procurement of Goods and Infrastructure Projects, the BAC shall evaluate the financial component of the bids to determine the Lowest Calculated Bid .

- 28.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:

- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for; and
- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if expressly allowed in the Bidding Documents. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- (c) In case of discrepancies between: (a) bid prices in figures and in words, the latter shall prevail; (b) total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail; (c) stated total price and the actual sum of prices of component items, the latter shall prevail; (d) unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail.
- 28.4. Bids shall then be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, and other bid modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, and other bid modifications, which exceed the ABC shall be disqualified.
- 28.5. The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all bidders shall be required to include the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

29. Post-Qualification

- 29.1. The Lowest Calculated Bid/Highest Rated Bid shall undergo post-qualification in order to determine whether the bidder concerned complies with and is responsive to all the requirements and conditions as specified in the Bidding Documents.
- 29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
 - (a) Latest income and business tax returns in the form specified in the **BDS**; and
 - (b) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided , That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of this IRR.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid / Highest Rated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the

Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower or in the case of quality- based evaluation procedure, submitted bid price or its negotiated price whichever is lower.

- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.
- 29.6. The post-qualification process shall be completed in not more than twelve (12) calendar days from the determination of the Lowest Calculated Bid/Highest Rated Bid. In exceptional cases, the post-qualification period may be extended by the HoPE, but in no case shall the aggregate period exceed forty-five (45) calendar days for Goods and Infrastructure Projects, or thirty (30) calendar days in Consulting Services.

In case of post-disqualification of the bidder with the lowest calculated bid/highest rated bid, the BAC shall be given the same fresh period to conduct the postqualification of the next lowest calculated bid/highest rated bid until a bidder is postqualified or failure of bidding is declared based on Section 35.1(c) of this IRR.

30. Reservation Clause

- 30.1. The Procuring Entity reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. The Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

- (b) If the BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;

- (b) Posting of the performance security in accordance with **ITB** Clause 33;
- (c) Signing of the contract as provided in **ITB** Clause 32; and
- (d) Approval by higher authority, if required.

31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.

32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

32.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
- (d) Performance Security;
- (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
- (f) Notice of Award of Contract; and
- (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Irrevocable letter of credit issued by a universal or commercial bank. Provided however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)

- 33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

34. Notice to Proceed

- 34.1. The concerned Procuring Entity shall issue the Notice to Proceed together with a copy or copies of the approved contract to the successful bidder within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful bidder.
- 34.2. The Procuring Entity, through the BAC Secretariat, shall post a copy of the Notice to Proceed and the approved contract in the PhilGEPS and the website of the Procuring Entity, if any, within fifteen (15) calendar days from the issuance of the Notice to Proceed.

35. Protest Mechanism

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the revised implementing Rules and Regulations of Republic Act 9184.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB included in Section II and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause																																																																		
1.1	The Procuring Entity is <i>National Food Authority, Caraga Region</i>																																																																	
1.2	<p>The CONTRACT (s) and reference is/are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">CONTRACT NO.</th><th rowspan="2">SOURCE WHSE.</th><th rowspan="2">RECEIVING WHSE.</th><th rowspan="2">MIN. NO. OF TRUCKS</th><th rowspan="2">QUANTITY [MORE OR LESS (bag of 50 kg)]</th><th colspan="2">BUDGET (INCLUSIVE OF VAT) (PHP)</th><th rowspan="2">BIDDING FEE</th></tr> <tr> <th>PER BAG</th><th>TOTAL</th></tr> </thead> <tbody> <tr> <td rowspan="9" style="text-align: center; vertical-align: middle;">I</td><td rowspan="9" style="text-align: center; vertical-align: middle;">GID Km. 10 Whse., Brgy. Quezon, Surigao del Norte</td><td>GID 1 Warehouse, Brgy. Libertad, Butuan City</td><td rowspan="9" style="text-align: center; vertical-align: middle;">25 Trucks</td><td style="text-align: center;">154,000</td><td style="text-align: center;">32.00</td><td style="text-align: right;">4,928,000.00</td><td rowspan="9" style="text-align: center; vertical-align: middle;">25,000.00</td></tr> <tr> <td>GID Alegria Warehouse, San Francisco, Agusan del Sur</td><td style="text-align: center;">60,000</td><td style="text-align: center;">44.00</td><td style="text-align: right;">2,640,000.00</td></tr> <tr> <td>GID Bayugan Warehouse, Bayugan City, Agusan del Sur</td><td style="text-align: center;">43,000</td><td style="text-align: center;">35.00</td><td style="text-align: right;">1,505,000.00</td></tr> <tr> <td>GID Trento Warehouse, Trento, Agusan del Sur</td><td style="text-align: center;">40,000</td><td style="text-align: center;">58.00</td><td style="text-align: right;">2,320,000.00</td></tr> <tr> <td>GID Cantilan Warehouse, Cantilan, Surigao del Sur</td><td style="text-align: center;">30,000</td><td style="text-align: center;">31.00</td><td style="text-align: right;">930,000.00</td></tr> <tr> <td>GID Tandag Duplex Warehouse, Tandag City Surigao del Sur</td><td style="text-align: center;">67,000</td><td style="text-align: center;">42.00</td><td style="text-align: right;">2,814,000.00</td></tr> <tr> <td>GID Mangagoy Warehouse, Surigao del Sur</td><td style="text-align: center;">50,000</td><td style="text-align: center;">62.00</td><td style="text-align: right;">3,100,000.00</td></tr> <tr> <td>GID Dapa Warehouse Dapa, Siargao Island</td><td style="text-align: center;">30,000</td><td style="text-align: center;">74.00</td><td style="text-align: right;">2,220,000.00</td></tr> <tr> <td>GID San Jose, San Jose Province of Dinagat Island</td><td style="text-align: center;">46,000</td><td style="text-align: center;">71.00</td><td style="text-align: right;">3,266,000.00</td></tr> <tr> <td colspan="4" style="text-align: center;">TOTAL</td><td style="text-align: center;">520,000</td><td></td><td style="text-align: right;">23,723,000.00</td><td style="text-align: center;">25,000.00</td></tr> </tbody> </table>								CONTRACT NO.	SOURCE WHSE.	RECEIVING WHSE.	MIN. NO. OF TRUCKS	QUANTITY [MORE OR LESS (bag of 50 kg)]	BUDGET (INCLUSIVE OF VAT) (PHP)		BIDDING FEE	PER BAG	TOTAL	I	GID Km. 10 Whse., Brgy. Quezon, Surigao del Norte	GID 1 Warehouse, Brgy. Libertad, Butuan City	25 Trucks	154,000	32.00	4,928,000.00	25,000.00	GID Alegria Warehouse, San Francisco, Agusan del Sur	60,000	44.00	2,640,000.00	GID Bayugan Warehouse, Bayugan City, Agusan del Sur	43,000	35.00	1,505,000.00	GID Trento Warehouse, Trento, Agusan del Sur	40,000	58.00	2,320,000.00	GID Cantilan Warehouse, Cantilan, Surigao del Sur	30,000	31.00	930,000.00	GID Tandag Duplex Warehouse, Tandag City Surigao del Sur	67,000	42.00	2,814,000.00	GID Mangagoy Warehouse, Surigao del Sur	50,000	62.00	3,100,000.00	GID Dapa Warehouse Dapa, Siargao Island	30,000	74.00	2,220,000.00	GID San Jose, San Jose Province of Dinagat Island	46,000	71.00	3,266,000.00	TOTAL				520,000		23,723,000.00	25,000.00
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2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the National Food Authority's Corporate Operating Budget for 2019 in the amount of PESOS: TWENTY THREE MILLION SEVEN HUNDRED TWENTY THREE THOUSAND AND 00/100 ONLY (P23,723,000.00) inclusive of VAT.</p> <p>The name of the Project is: FOR THE PROCUREMENT OF HAULING SERVICES CY 2019 FOR THE HAULING OF IMR FROM NFA OWNED KM-10 WAREHOUSE IN SURIGAO DEL NORTE AND TO ITS ISLANDS AND TO OTHER NFA UTILIZED WAREHOUSES IN THE PROVINCE OF AGUSAN DEL NORTE, AGUSAN DEL SUR AND SURIGAO DEL SUR.</p>																																																																	

3.1	No further instructions.
5.1	No further instructions.
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(iv), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on December 13, 2018, 10:00 AM at NFA Conference Room, Caraga Regional Office, Butuan City .
10.1	<p>The Procuring Entity's address is:</p> <p>Address: 2nd Floor Rudy Tiu Bldg. VIII, J.C., Aquino Avenue, Butuan City</p> <p>Contact Persons:</p> <p>BEVERLYN P. PERALTA, Ph.D. Assistant Regional Manager and RBAC Chairman</p> <p>MS. HYDE BETH M. PASCUAL Admin. Officer IV / BAC Secretariat Head</p> <p>Tel. No. (085) 815 3284 (085) 225 6701 Fax No. (085) 342 7898 Email Address: <u>nfacaragabac@yahoo.com</u></p>
12.1(a)	No further instructions.
12.1(a)(i)	No other acceptable proof of registration is recognized.
12.1(a)(iv)	<p>The statement of all ongoing government and private contracts shall include all such contracts within the last three (3) years prior to the deadline for the submission and receipt of bids as follows:</p> <ol style="list-style-type: none"> Notarized 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 must be supported by the <u>original or certified photocopy of the following documents</u>: <ol style="list-style-type: none"> Copy/ies of contract/s and/or Notice/s of Award Notice/s to Proceed Certificate/s of (%) Accomplishment issued by the contracted party Notarized Statement of the bidder's Single Largest Completed Contract (SLCC) for the last three (3) years prior to the deadline for the submission and receipt of bids,

	<p>which is similar to the Project and the value of which, adjusted, if necessary, to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to fifty percent (50%) of the Approved Budget for the Contract to be bid. Same shall be supported by the <u>original or certified photocopy of the following documents</u>:</p> <ul style="list-style-type: none"> a. Copy/ies of contract/s and/or Notice/s of Award b. Notice/s to Proceed c. Certificate/s of Completion and Acceptance issued by the contracted party <p>3. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC). However, in the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation.</p> <p>The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC to be bid, calculated as follows:</p> <p>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.</p>
13.1	No additional requirements.
13.1 (b)	No further instructions.
13.1(b)	No further instructions.
13.2	The ABC is PESOS: TWENTY THREE MILLION SEVEN HUNDRED TWENTY THREE THOUSAND AND 00/100 ONLY (P23,723,000.00) inclusive of VAT. Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iii)	No incidental services are required.
15.4(b)	No incidental services are required.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable.
17.1	Bids will be valid until _____, 2019.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> 1. The amount of not less than P474,460.00 (2% of the ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than P1,186,150.00 (5% of the ABC), if the bid security is

	Surety Bond.											
18.2	The bid security shall be valid until _____, 2019.											
20.3	Each Bidder shall submit one (1) original/certified photocopy and two (2) copies of the first and second components of its bid. (Please refer to attached sample Marking and Sealing of Bids, pages 115-118.											
21	<p>The address for submission of bids is National Food Authority Caraga Regional Office , Butuan City, 8600.</p> <p>The deadline for submission of bids is not later than 10:00 AM on December 27, 2018.</p>											
24.1	<p>The place of bid opening is National Food Authority Caraga Regional Office , Butuan City.</p> <p>The date and time of bid opening is on December 27, 2018; 10:01 AM onwards.</p>											
24.2	No further instructions.											
27.1	No further instructions.											
28.3 (a)	<p>Grouping and Evaluation of contracts –</p> <p>The goods are grouped in a single contract and the contract shall not be divided into sub-contracts for the purpose of bidding, evaluation and contract award.</p>											
28.4	No further instructions.											
29.2	<p>The Bidder shall submit the following documentary requirements:</p> <p>1. Within a non-extendible period of five (5) days from receipt by the bidder of notice from the BAC that it submitted the Lowest Calculated Bid, the bidder shall submit one (1) Original and two (2) duly Certified Photocopies of the following documentary requirements:</p> <p>Quarterly Income/Business Tax Returns for the quarter ending <u>(up to six months prior to the date of Opening of Bids)</u> filed and taxes paid thru BIR Electronic Filing and Payment System (EFPS). Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <table><tr><th rowspan="2">Document Particulars</th><th>Individual Taxpayer</th><th>Non-Individual Taxpayer</th></tr><tr><th colspan="2">BIR FORM NO.</th></tr><tr><td>Quarterly Income Tax Return</td><td>1701 Q</td><td>1702 Q</td></tr><tr><td>Quarterly Value Added Tax (VAT) Return</td><td>2550 Q</td><td>2550 Q</td></tr></table> <p><i>Please note failure of the bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause within five (5) calendar days from receipt of notice by the bidder or a finding against the veracity of such shall be a ground for forfeiture of the bid security and disqualification of the Bidder for award.</i></p>	Document Particulars	Individual Taxpayer	Non-Individual Taxpayer	BIR FORM NO.		Quarterly Income Tax Return	1701 Q	1702 Q	Quarterly Value Added Tax (VAT) Return	2550 Q	2550 Q
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Quarterly Income Tax Return	1701 Q	1702 Q										
Quarterly Value Added Tax (VAT) Return	2550 Q	2550 Q										

	<p>2. Trucks Profile for all listed units of TH trucks</p> <p>3. The Legal documents which were not required to be submitted during Opening of Bids in lieu of the submitted PhilGEPS Certificate of Membership under Platinum Category shall not be exempt in the conduct post-qualification process will ascertain the validity and authenticity of the eligibility documents submitted by the bidders and will determine the veracity of the claims made by the bidders in their financial and technical proposals.</p> <p>4. All trucks offered in the bidding shall be subjected to technical inspection by the Technical Working Group (TWG). The truck owner or his/her authorized representative shall witness the inspection. It shall be done within seven (7) days after the opening of bids and shall form part of the post evaluation procedures.</p>
29.2(b)	None
32.4(g)	None

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The “Funding Source” means the organization named in the **SCC**.
- (k) “The Project Site,” where applicable, means the place or places named in the **SCC**.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.

- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the

Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
 - (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Seventy percent (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate

is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Good's country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and 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 representative retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its

cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity shall rescind the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they

otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
 - (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is National Food Authority Caraga Region .
1.1(i)	The Supplier is _____.
1.1(j)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the National Food Authority's Corporate Operating Budget for 2019 in the amount of PESOS: TWENTY THREE MILLION SEVEN HUNDRED TWENTY THREE THOUSAND AND 00/100 ONLY (P23,723,000.00)), INCLUSIVE OF VAT.</p>
1.1(k)	The Project Site is National Food Authority Caraga Region, Butuan City.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>BEVERLYN P. PERALTA, Ph.D. Acting Assistant Regional Director and RBAC Chairman National Food Authority Caraga Regional Office Butuan City, 8600 Tel. No. (085) 815 3284 (085) 225 6701</p> <p>Fax No. (085) 342 7898 Email Address: <u>nfacaragabac@yahoo.com</u></p> <p>The Supplier's address for Notices is: _____ .</p>
6.2	<p>I. OBLIGATIONS OF THE CONTRACTOR</p> <ol style="list-style-type: none"> 1. The Trucking Contractor upon receipt of the Notice to Proceed (NTP), shall commit the minimum number of trucks as offered until the completion of the contract; 2. The Trucking Contractor shall notify the concerned NFA Provincial Office/Branch of the plate number per truck, tonnage capacity, name of drivers with certified photocopy of unexpired driver's license and the corresponding Special Power of Attorney (SPA) authorizing drivers to sign warehouse documents as constituted agents or attorneys-in-fact of the Contractor. The said SPA shall also indicate the specimen signature of each truck driver; 3. The trucking contractor shall provide trucks that are suited for grains cargo transport, do not have holes/ruptures on the flooring to avoid pilferage/spillage, free from objectionable odor, toxic and hazardous substances and foreign matters/dirt that may cause damage and/or adulteration/contamination of rice stocks; 4. The Trucking Contractor in the event listed truck unit/s is/are not available for NFA's use due to mechanical breakdown or for whatever reason, shall provide

replacement trucks which are of the same or comparable make and of similar tonnage capacity to ensure the delivery of NFA grains stocks on time. The contractor may also provide additional truck unit/s to expedite completion of delivery of awarded volume;

Prior to utilization of additional trucks and/or replacement trucks, a letter together with the documentary requirements stated in Eligibility Requirements under Technical Documents Item 9.c and d must be submitted for the approval of the Regional Director and for contract amendment/addendum.

5. The Trucking Contractor in the event listed driver/s is/are not available for any justifiable reason, shall assign replacement driver/s to ensure delivery of NFA grains on time. Additional drivers may also be provided for additional trucks. However, prior to utilization of replacement and/or additional drivers, the Trucking Contractor shall submit name of drivers with certified photocopy of unexpired driver's license and the corresponding Special Power of Attorney (SPA) authorizing drivers to sign warehouse documents as constituted agents or attorneys-in-fact of the Contractor for approval by the Regional Director.
6. The Trucking Contractor shall provide one (1) truck helper per unit of truck at his own account.
7. The contractor shall notify the NFA in writing immediately in the event of delay under the following circumstances:
 - 7.1. Impassable roads/landslides/detours
 - 7.2. Collapsed/impassable bridges
 - 7.3. Other events causing delay i.e. mechanical breakdown, hijacking, theft, robbery
8. The contractor may provide/attach security/truck seals to prevent unauthorized access, theft or tampering while the cargoes/stocks are in transit, however, this undertaking shall not exempt the contractor from any liability on shortages

II. OBLIGATIONS OF NFA

1. The NFA shall issue the Notice to Proceed for the hauling/transfer of the NFA stocks.
2. The NFA upon receipt of the List of Trucks and Drivers assigned, shall designate a dispatcher for the determination of assignment of trucks to NFA warehouses;
3. The NFA shall inspect the delivery trucks to ensure their road worthiness and suitability for grains cargo transport; do not have holes on the flooring to avoid pilferage/spillage and free from objectionable odor, toxic and hazardous substances

	<p>and foreign matter/dirt that may cause damage/and/or adulteration/contamination of NFA stocks. The inspection shall not diminish the liability of the truckers for any loss or damages arising therefrom;</p> <ol style="list-style-type: none"> 4. The NFA shall issue to the drivers (contractor's authorized representative) the following documents: <ol style="list-style-type: none"> a. Authority to Haul (ATH)- for proper identification b. Warehouse Stock Issue (WSI)- for the issuance of stocks c. Warehouse Stock Receipt (WSR)- for receipt of stocks 5. The NFA shall allow at all times the duly authorized driver/s of trucks to witness the weighing of the stocks to verify the veracity of the entries being made in the documents prior to affixing his signature thereon. 6. The NFA has the option to provide escort/s in the transfer of NFA rice and should ensure that the cargo is properly secured, and trucking documents are complete and with accurate entries. The exercise of this option, shall not however, exempt the contractor from liability on shortage(s) that may be incurred while the cargoes are in transit; 7. The NFA shall pay the contractor based only on the actual volume delivered at receiving warehouses per bag of 50kg (50kg-bag means gross weight inclusive of weight of sack or container divided by 50). The total gross weight of grains delivered at receiving warehouses and the awarded trucking rates shall be the basis for computing the trucking fees. 8. The NFA shall pay the contractor based on awarded trucking/hauling rate after deducting the losses, shortages and damages, if any. Payment shall be subject to the usual Accounting and Auditing procedures upon presentation/submission of the following documents: <ol style="list-style-type: none"> 8.1. <i>FIRST BILLING</i> <ol style="list-style-type: none"> 8.1.1. Accomplished Voucher 8.1.2. Statement of deliveries together with copy/ies of WSI/WSR 8.1.3. Notice of Award (photocopy) 8.1.4. Certified Photocopy of Inland Marine Insurance/Policy Coverage 8.1.5. Notice to Proceed (photocopy) 8.1.6. Contract (photocopy) 8.2 <i>SUCCEEDING BILLING</i> <ol style="list-style-type: none"> 8.1.1. Accomplished voucher
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9. The payments of the trucking fees shall be made at the concerned NFA Provincial Office of the issuing warehouse upon presentation of above cited supporting documents.

III. LIABILITIES OF THE CONTRACTOR

1. The failure of the Trucking Contractor to comply with the provision of the number of trucks offered in the bidding shall give rise to the following:
 - a. Permanent failure to provide the required number of trucks shall rescind the contract without prejudice to action for damages. In this case, the NFA shall conduct another bidding for trucking services;
 - b. Temporary failure either total or partial (e.g. mechanical breakdown, etc.) to provide the required number of trucks shall give NFA the option to avail of any of the following:
 - i. Get the services of another trucker under the same terms at the contractor's expense until the latter can comply with his obligations;
 - ii. Compel the contractor for specific performance plus damages; or
 - iii. Rescission of the contract with damages in the event a new bidding of hauling services should be conducted.
2. Failure to provide the required number of trucks shall rescind the contract, without prejudice to an action for damages. In this case, the NFA shall conduct another bidding for trucking/hauling services.
3. Failure either total or partial (e.g. due to mechanical breakdown, etc.) to provide the required number of trucks shall give NFA the option to avail of any of the following:
 - a. Get the services of another hauler under the same terms at the contractor's expense until the latter can comply with his obligation.
 - b. Compel the contractor for specific performance plus damages, or
 - c. Rescission of the contract with damages in the event a new bidding of trucking/hauling services shall be conducted.
4. To be held liable for the losses and damages in the number of bags of the stocks and containers of NFA rice which are in his custody upon loading the same to the trucks/replacement trucks from the time that said stocks are unloaded/received at the designated destination warehouses.
5. Losses of NFA arising from the incidence of hijacking or road accidents of trucks resulting to looting, theft and robbery of stocks shall be for the account of the trucker. This is without prejudice to the filing of claims due to the said incident.
6. Any loss or damage to the stocks and properties or harm and injury to third

parties arising from any misconduct, misdemeanor or untoward incident caused by drivers and truck helpers inside NFA owned and leased warehouses or while stocks are in transit shall be the responsibility and liability of the contractor.

IV. SPECIAL PROVISIONS

1. Since operational activities vary depending on the situation prevailing at that time and may affect the volume of stocks to be transferred, the phrase “a maximum of” or “more or less” shall be included in the contract to allow for flexibility in the actual volume to be transferred. As such, the volume awarded is not a guarantee that the total volume will be transferred and may be reduced as warranted depending on the operational requirements. Further, issuing/receiving warehouses may vary depending on the available stocks per warehouse in the issuing province and available warehouse space in the receiving provinces. Hence, payment shall be based on actual volume delivered/transferred;
2. The contractor shall be granted a Tolerable Allowance (TOLA) of **0.15%** for **milled rice commodity** on a per truck per trip basis for shortages/ losses based on weight at the origin. Should the shortages exceed the TOLA, the contractor shall pay the excess based on the replacement cost of the stocks/containers. The 0.15% TOLA shall not apply if pilferage/theft/ looting is established after proper investigation. The replacement cost shall be based on the latest available replacement cost existing at the time of loss of stocks for hauling as imposed by NFA. The Contractor shall settle his shortages by payment in cash or effect deduction from payment through voucher claim;
3. If the contractor fails to deliver the awarded or contracted volume within the prescribed period, the NFA shall undertake hauling of remaining volume either by hiring private trucks or using its own to expedite delivery. Hauling expenses to be incurred shall be for the account of the contractor and deductible from trucking claims;
4. In the event that the driver(s)/representative(s) are prevented by any NFA employee from witnessing the weighing of stocks either at the point of loading or destination preventing the driver(s)/representative(s) to verify the correctness of the entries made by the NFA employee, the driver(s)/representative(s) shall sign the documents under protest and shall immediately, within forty eight (48) hours upon arrival at point of origin, notify the NFA office concerned. Failure to notify the NFA office concerned shall render the protest as signed by the driver(s)/representative(s) of no force and effect and thereafter the entries made shall be conclusive upon the contractor;
5. The use of non-TH units shall not in any way bind the NFA for any liability from LTO/LTFRB or any enforcement agency should there be fines and penalties that may be imposed on the trucker-contractor;

6. The aforementioned provisions shall be without prejudice to other damage/expenses for which the contractor shall be rendered liable where NFA may have suffered as a result of the breach of obligations by the contractor under the Terms and Conditions of this Contract as well as other sanctions provided for by existing laws, Presidential Decrees, Executive Orders, Letter of Instructions and other applicable rules and regulations;
7. It is to be understood and mutually agreed that there shall be no employer-employee relationship between the NFA and the contractor's employees. Hence, NFA shall not be liable for claims that may arise under the ECC, SSS, Medicare, Minimum Wage Law, and other related laws. Likewise, NFA shall not be held responsible for any claims of third persons arising from vehicular accidents and/or negligence of contractor's employees or for any contraband goods found inside the contractor's truck/s;
8. In case of litigation arising from this contract, the contractor agrees to pay liquidated damages in the amount of not less than P 50,000.00 and cost of suit.

V. ARBITRATION

Any and all disputes arising from the implementation of a contract covered by RA 9184 and its IRR-A shall be submitted to arbitration in the Philippines according to the provisions of RA No. 876, otherwise known as the "Arbitration Law". Provided, however, that disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred to. The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of the Act and its IRR-A. Provided, further, that by mutual agreement, the parties may agree in writing to resort to other alternatives/modes of dispute resolution.

VI. EFFECTIVITY AND DURATION OF CONTRACT

The Contract shall be in full force and effect upon the signing/approval of the contract by both parties and shall expire at the end of the year or upon completion of the delivery of trucking/hauling services of the awarded volume or a maximum of the awarded volume depending on actual operational requirements for the contract period.

VII. ENTIRETY CLAUSE

No alterations, amendments, and/or modifications to the Contract shall be considered valid unless agreed upon by both parties contained in a duly notarized document.

VIII. VENUE OF ACTION

Legal actions arising out of or relating to this Contract shall be filed with any of the competent courts in Butuan City, Agusan del Norte.

10.4	Not applicable.
13.4(c)	No further instructions.
16.1	Refer to SCC Clause 6.2 Roman Numeral II, Obligations of NFA.
21.1	No additional provision.

Section VI. Schedule of Requirements

BIDDER'S STATEMENT OF COMPLIANCE to the SCHEDULE OF REQUIREMENTS

Contract No.	Activity	Estimated Quantity (Bags of 50 kg)	Delivery Period	BIDDER'S STATEMENT OF COMPLIANCE*
1	Hauling Services	520,000 bags (more or less)	Upon issuance of Notice to Proceed until completion of the delivery of the required trucking services or until December __, 2019 , whichever comes first.	_____

* Bidders to state in this column "**Comply**" on the space provided opposite each requirement. Do not leave any blank. A "Yes" or "No" entry will not be accepted.

**Name, Designation and Signature of the
Owner/Proprietor or duly Authorized Signatory**

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “or at least equivalent.”

References to brand names cannot be used when the Funding Source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

BIDDER’S STATEMENT OF CONFORMITY **to the TECHNICAL SPECIFICATIONS**

Contract 1

Specifications	Number Required	BIDDER’S STATEMENT OF COMPLIANCE*
<p>A. Equipment</p> <p>1. Trucks</p> <p>LTO Registered Truck for Hire (TH) 10-wheelers or 20-ft trailers (minimum 500 bags capacity) with LTFRB Certificate of Public Convenience (CPC), in good running condition, suited for grains cargo transport, do not have holes on the flooring and free from objectionable odor, toxic and hazardous substance, foreign matter/dirt and with flooring free from any protruding objects.</p> <p>2. Tarpaulins</p> <p>Sufficient and appropriate tarpaulins</p> <ol style="list-style-type: none"> To cover or protect the grains cargo while in-transit For matting to recover or retrieve sweepings and spillages from truck floorings <p>3. Tools and Accessories</p> <p>Fire extinguishers, wheel wrench, spare tires, early warning device and other mechanical tools</p>	<p style="text-align: center;">25 <i>(at least 35% plus one is owned, remaining can be leased)</i></p> <p style="text-align: center;">Sufficient for each unit</p> <p style="text-align: center;">Sufficient for each unit</p>	
<p>B. Manpower</p> <ol style="list-style-type: none"> One (1) licensed driver per truck unit One helper per truck unit 	<p>Sufficient for each unit</p>	

C. Delivery Period Transfers of grains are completed within reasonable travelling time corresponding to the distance from source to destination	Per Trip	
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- * *Bidders to state in this column “**Comply**” on the space provided opposite each requirement. Do not leave any blank. A “Yes” or “No” entry will not be accepted.*

**Name, Designation and Signature of the
Owner/Proprietor or duly Authorized Signatory**

Section VIII. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2 failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

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Bid Form

Date: _____
Invitation to Bid No: _____

To: EDNA R, DE GUZMAN
Acting Regional Director
National Food Authority
Caraga Regional Office
Butuan City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **PROCUREMENT OF HAULING SERVICES CY 2019 FOR THE HAULING OF IMR FROM NFA OWNED KM-10 WAREHOUSE IN SURIGAO DEL NORTE AND TO ITS ISLANDS AND TO OTHER NFA UTILIZED WAREHOUSES IN THE PROVINCE OF AGUSAN DEL NORTE, AGUSAN DEL SUR AND SURIGAO DEL SUR** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 0 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

If ADB, JICA and WB funded projects, use IFB.
Applicable only if the Funding Source is the ADB, JICA or WB.

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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered from Abroad

Name of Bidder _____. Invitation to Bid Number _____. 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)

If ADB, JICA and WB funded projects, use IFB.

For Goods Offered from Within the Philippines

Name of Bidder _____. Invitation to Bid Number __. Page . of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

Contract Agreement Form

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

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., **PROCUREMENT OF HAULING SERVICES CY 2019 FOR THE HAULING OF IMR FROM NFA OWNED KM-10 WAREHOUSE IN SURIGAO DEL NORTE AND TO ITS ISLANDS AND TO OTHER NFA UTILIZED WAREHOUSES IN THE PROVINCE OF AGUSAN DEL NORTE, AGUSAN DEL SUR AND SURIGAO DEL SUR** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity’s Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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;
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: I am 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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

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

Bidder's Representative/Authorized Signatory

[JURAT]

* This form will not apply for WB funded projects.

Name of the Procuring Entity

Project Reference Number

Name of the Project

Location of the Project

Standard Form Number: SF-GOOD-52

Revised May 24, 2004

Performance Security: Irrevocable Letter of Credit

Date: _____

EDNA R. DE GUZMAN

Acting Regional Director

National Food Authority

Caraga Regional Office

Butuan City

Irrevocable Letter of Credit No. _____

For Contract No. _____

WHEREAS, _____, hereinafter called "Contractor" has undertaken in pursuance to Performance of Trucking Services, and whereas it has been stipulated by you in the said Contract that the Contractor shall furnish an irrevocable standby Letter of Credit for a sum specified therein as security for the faithful compliance of Contractor's obligations in accordance with the Contract.

WHEREAS, we have agreed to guarantee this obligation by Contractor.

THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of Contractor, up to the total amount of _____ and we undertake to pay you, upon first written demand declaring the Contractor to be in default under the Contract and without cavil, or argument, any sum or sums within the limits of amount of guarantee as aforesaid, without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This irrevocable guarantee is valid until the issuance by you of Notice of Final Acceptance.

This certification is being issued in favor of the said Contractor in connection with the requirements of bidding of National Food Authority for the above-mentioned contract. We are aware that any false statements issued by us makes us liable for perjury.

Name and Signature of Authorized

Financing Institution Officer

Official Designation

: _____

: _____

Concurred By:

Name & Signature of Contractor's

Authorized Representative

Official Designation

: _____

: _____

Note: The amount committed should be machine validated

ACKNOWLEDGEMENT

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

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No.: _____

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

Name of the Procuring Entity

Project Reference Number

Name of the Project

Location of the Project

Standard Form Number: SF-GOOD-53

Revised May 24, 2004

Performance Security: Bank Guarantee

TO : EDNA R, DE GUZMAN
Acting Regional Director
National Food Authority
Caraga Regional Office
Butuan City

WHEREAS, Name and Address of Contractor (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute (Name of Contract and Brief Description) (hereinafter called "the Contractor");

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of the issue of the Defects of Liability Certificate.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

DATE

Name of the Procuring Entity

Project Reference Number

Name of the Project

Location of the Project

Standard Form Number: SF-GOOD-53

Revised May 24, 2004

Performance Security: Surety Bond

SURETY BOND

By this Bond [Name and Address of Contractor] as Principal (hereinafter called “the Contractor”) and [Name, Legal Title and Address of Surety, Bonding Company or Insurance Company] as Surety (hereinafter called “the Surety”), are held and firmly bound unto [Name and Address of Employer] as Obligee (hereinafter called “the Employer”) in the amount of [Amount of Bond] [In Words], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____ 2018 for [Name of Contractor] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performance the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progress (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price”, as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
3. pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one (1) year from the date of the issuing of the Defects Liability Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____, 20____.

SIGNED ON _____

SIGNED ON _____

On behalf of _____

On behalf of _____

By _____

By _____

In the capacity of _____

In the Capacity of _____

In the presence of _____

In the presence of _____

EXHIBIT 2
SF-GOOD-13a

**LIST OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

Business Name : _____
Business Address : _____

Name of Contract	a. Owner's name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount of Award b. Amount of Completion c. Duration	% of Accomplishment		Volume of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								

Note: This statement shall be supported with:

1. Copy/ies of contract/s and/or Notice/s of Award
2. Notice/s to Proceed
3. Certificate/s of (%) Accomplishment issued by contracted party

Submitted by : _____
(Print Name & Signature)

Designation : _____

Date : _____

ACKNOWLEDGMENT

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

Notary Public

Until 31 December 20____

PTR No. : _____

Issued at : _____

Issued on: _____

TIN No. : _____

Doc. No. : _____

Page No. : _____

Book No. : _____

Series of : _____.

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer'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 particularly the list of construction equipment.

		Year 20_____
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1-3)	
6	Net Working Capital (2-4)	

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

NFCC = [(current asset – current liabilities) (15)] minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started coinciding with the contract to be bid. The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid: Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Ban.

Name of Bank: _____ Amount:

Herewith attached are certified true copies of the 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 Supplier/Distributor/Manufacturer _____

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 age, __ (civil status) __, owner/proprietor of _____ and a resident of _____.

-and-

_____, of legal age, __ (civil status) __, owner/proprietor of _____ and a resident of _____.

- and -

THAT both parties agree to join together their manpower, equipment, and what is need 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.

NAME OF PROJECT

CONTRACT AMOUNT

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

That both parties 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 _____.

BID SECURITY: SURETY BOND

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) (hereinafter called "the Principal") as Principal and (Name of Surety) of the country of (Name of Country of Employer) (hereinafter called "the Surety") are held and firmly bound unto (Name of Employer) (hereinafter called "the Employer") as Obligee, in the sum of _____¹ for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this ____ day of _____ 20____.

WHEREAS, the Principal has submitted a written Bid to the Employer dated the ____ day of _____ 20____, for the _____ (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are:

- 1) If the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) If the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in

the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL _____	SURETY _____
SIGNATURE _____ _____	SIGNATURE _____ (S)
NAME(S) AND TITLES(S) _____	NAME(S) _____
SEAL _____	SEAL _____

¹ The bidder should insert the amount of bond in words and figures, denominated in the currency of the Employer's country of an equivalent amount in a freely convertible currency and callable on demand. This figure should be the same as shown in the Instructions to Bidder.

CREDIT LINE CERTIFICATE

Date: _____

EDNA R, DE GUZMAN
Acting Regional Director
National Food Authority
Caraga Regional Office
Butuan City

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 <Supplier/Distributor/Manufacturer/Contractor>, if awarded the above-mentioned Contract, a credit line in 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 available within fifteen (15) calendar days after receipt by the <Supplier/Distributor/Manufacturer/Contractor>, of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This certification is being issued in favor of said <Supplier/Distributor/Manufacturer/Contractor>, in connection with the bidding requirement of (Name of the Procuring Entity) 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 and Signature of <Supplier/Distributor/Manufacturer/Contractor>'s
Authorized Representative : _____
Official Designation : _____

**TERMS OF REFERENCE
FOR THE PROCUREMENT OF HAULING SERVICES FOR CY 2019 FOR THE
HAULING OF IMR FROM NFA OWNED KM-10 WAREHOUSE IN SURIGAO DEL
NORTE AND TO ITS ISLANDS AND TO OTHER NFA UTILIZED WAREHOUSES
IN THE PROVINCE OF AGUSAN DEL NORTE, AGUSAN DEL SUR AND
SURIGAO DEL SUR THROUGH PUBLIC BIDDING**

I. RATIONALE

The bidding of Trucking Services will be undertaken to achieve the following:

1. To uphold transparency and accountability;
2. To achieve equity, effectiveness and economy;
3. To further improve and systematize trucking services; and
4. To award the Trucking Services Contract to the bidder whose offer is most advantageous to the Government.

It is understood that the ultimate goal of NFA is to gain the best value for money for the most reliable and efficient service provider for Trucking Contract. Likewise, NFA is undertaking procurement of trucking services, hence, the element of trust and confidence is paramount.

This TOR shall be used as basis in the completion of the Bidding Documents, particularly the following Sections:

- Section I. Invitation to Bid (IB)
- Section II. Bid Data Sheet (BDS)
- Section III. Special Conditions of the Contract (SCC)
- Section IV. Schedule of Requirements
- Section V. Technical Specifications
- Section VI. Bidding Forms (Sample Forms of Documentary Requirements)

The following guidelines, terms and conditions shall be deemed to form, and be read and construed as part of the contract for trucking services.

II. SUBJECT MATTER OF THE BIDDING

This project covers the procurement of the required number of **Trucks for Hire (TH)** for trucking services from qualified truck owners/operators for the transfer by land and by sea of NFA grains stocks in NFA CARAGA region for the Calendar Year 2019 through **Public Bidding** as provided for in RA 9184 otherwise known as the Government Procurement Act of the Philippines. The Approved Budget for the Contract (ABC) is **TWENTY THREE MILLION SEVEN HUNDRED TWENTY THREE THOUSAND PESOS (23,723,000.00)**, Inclusive of VAT with details as follows;

CONTRACT NO.	SOURCE WHSE.	RECEIVING WHSE.	MINIMUM NO. OF TRUCKS	QUANTITY [MORE OR LESS (bag of 50 kg)]	APPROVED BUDGET FOR THE CONTRACT (INCLUSIVE OF VAT)		BIDDING FEE
					(PHP)		
					PER BAG	TOTAL	
I	GID Km. 10 Whse., Brgy. Quezon, Surigao del Norte	GID 1 Warehouse, Brgy. Libertad, Butuan City	25 Trucks	154,000	32.00	4,928,000.00	25,000.00
		GID Alegria Warehouse, San Francisco, Agusan del Sur		60,000	44.00	2,640,000.00	
		GID Bayugan Warehouse, Bayugan City, Agusan del Sur		43,000	35.00	1,505,000.00	
		GID Trento Warehouse, Trento, Agusan del Sur		40,000	58.00	2,320,000.00	
		GID Cantilan Warehouse, Cantilan, Surigao del Sur		30,000	31.00	930,000.00	
		GID Tandag Duplex Warehouse, Tandag City Surigao del Sur		67,000	42.00	2,814,000.00	
		GID Mangagoy Warehouse, Surigao del Sur		50,000	62.00	3,100,000.00	
		GID Dapa Warehouse Dapa, Siargao Island		30,000	74.00	2,220,000.00	
		GID San Jose, San Jose Province of Dinagat Island		46,000	71.00	3,266,000.00	
TOTAL				520,000		23,723,000.00	25,000.00
Approved Budget for the Contract (ABC)						23,723,000.00	

III. SCHEDULE OF BAC ACTIVITIES

Activities	Date/Time	Venue
Publication/Posting of Invitation to Bid	December 05, 2018	PhilGEPS website/NFA Website/conspicuous places in NFA Regional and Provincial Offices
Issuance of Bid Documents	December 06-26, 2018 8:00 AM – 5:00 PM December 27, 2018 8:00AM – 10:00AM (excluding Saturdays, Sundays & Holidays)	NFA Regional Office
Pre-Bid Conference	December 13, 2018 10:00 AM	Conference Room NFA-Regional Office
Submission of Bid Documents	December 06-27, 2018 8:00 AM – 5:00 PM December 27, 2018 8:00AM – 12:00NN (excluding Saturdays, Sundays & Holidays)	Conference Room NFA-Regional Office
Opening of Bid Documents	December 27, 2018 10:01 AM onwards	Conference Room NFA-Regional Office

IV. ELIGIBILITY CRITERIA

1. Prospective bidders must be owners/operators of trucks registered as grains transporter;
2. Must have at least three (3) year experience in trucking/hauling of bagged cargoes prior to the deadline for the submission and receipt of bids;
3. Must be owner of trucks registered as Trucks for Hire (TH) with LTFRB;
4. Must meet the minimum number of operational TH trucks required; of which at least thirty five percent (35%) plus one (1) unit must be owned by the bidder as evidenced by the OR/CR in his name, balance can be leased;
5. Must comply with other requirements stated in the Instruction to Bidders (ITB) Clause 5.1;
6. Must not suffer from disqualifications on the ground of blacklisting by the GPPB or of declaration by the NFA as defaulting trucking contractor.

V. SUBCONTRACTS

Subcontracting shall not be allowed.

VI. ELIGIBILITY REQUIREMENTS

1. FIRST ENVELOPE: TECHNICAL COMPONENT

A. *Legal Documents*

2. PhilGEPS Certificate of Registration under Platinum category in lieu of their Class “A” Documents uploaded and maintained current and updated in the PhilGEPS in accordance with section 8.5.2 of the revised IRR of RA 9184, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of this IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

B. *Technical Documents*

1. Notarized 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 must be supported by the original or certified photocopy of the following documents:
 - a. Copy/ies of contract/s and/or Notice/s of Award
 - b. Notice/s to Proceed
 - c. Certificate/s of (%) Accomplishment issued by the contracted party
2. Notarized Statement of the bidder’s Single Largest Completed Contract (SLCC) for the last three (3) years prior to the deadline for the submission and receipt of bids, which is similar to the Project and the value of which, adjusted, if necessary, to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to fifty percent (50%) of the Approved Budget for the Contract to be bid. Same shall be supported by the original or certified photocopy of the following documents:
 - a. Copy/ies of contract/s and/or Notice/s of Award
 - b. Notice/s to Proceed
 - c. Certificate/s of Completion and Acceptance issued by the contracted party
3. NFCC Computation **or** committed Line of Credit;

4. Valid Joint Venture Agreement (JVA) or the Duly Notarized Statement in accordance with Section 23.1(b) of the revised IRR of RA 9184, if applicable;
5. Bid Security in the prescribed form, amount and validity period;
6. Duly Signed Bidder's Statement of Compliance to Section VI. Schedule of Requirements;
7. Duly Signed Bidder's Statement of Compliance to Section VII. Technical Specifications;
8. Omnibus Sworn Statement by the prospective bidder or its duly authorized representative in accordance with Section 25.3 of the revised IRR of RA 9184;
9. The first envelope shall also contain the following technical documents:
 - e. Articles of Incorporation, Partnership or Cooperation, whichever is applicable, including amendments thereto;
 - f. Company Profile to state the following:
 - iv. contact information/details of the company, including its branch office/s if any;
 - v. number of years in the trucking/transport services business;
 - vi. organizational chart/set-up including name of drivers employed;
 - g. List of Owned Trucks (must be at least equivalent to 35% plus one (1) unit of the minimum units of truck required) to be supported by the following:
 - v. LTO Certificate of Registration (CR) and Official Receipt (OR) for each unit of truck;
 - vi. LTFRB Certificate of Public Convenience (CPC) for each unit of truck or provisional authority issued for owned trucks with on-going application or renewal of LTFRB CPC;
 - vii. Copy of the following documents whichever is applicable: (1) Copy of Deed of Sale for newly purchased truck/s; (2) Copy of Purchase/Chattel Mortgage Agreement for unit/s still on installment basis (3) Copy of Deed of Donation for donated unit/s.
 - viii. Copy of NFA License for Transporting
 - h. List of Leased Trucks (remaining number of units required) to be supported by the following:

- v. LTO Certificate of Registration (CR) and Official Receipt (OR) for each unit of truck;
- vi. LTFRB Certificate of Public Convenience (CPC) for each unit of truck or provisional authority issued for leased trucks with on-going application or renewal of LTFRB CPC;
- vii. Copy of NFA License for Transporting
- viii. Copy of Lease Contract Agreement

2. SECOND ENVELOPE – Financial Component

The financial component of the bid shall contain the following information/documents:

- A. Bid Form
- B. Schedule of Prices

VII. SCHEDULE OF REQUIREMENTS

The utilization of the required TH trucks in intra-regional transfer of the estimated volume of grains stocks per range of km-distances shall be undertaken upon approval of the Contract and receipt of Notice to Proceed until completion of the delivery of the required trucking services or until December 31, 2019, whichever comes first.

VIII. TECHNICAL SPECIFICATIONS

1. Trucks to be provided must be registered as Trucks for Hire (TH) with LTFRB. **At least 35% plus one (1) unit** of the required minimum number of units of TH-Truck with licensed professional drivers are owned and registered in the name of the prospective bidder, the remaining can be leased;
2. Trucks to be provided can only either be ten-wheeler or 20-ft trailer (500 bags minimum capacity) trucks considering appropriateness with the nature and purpose of expeditious loading and unloading operations of sacked/bagged grains within the existing NFA-owned and possible warehouses to be leased by the NFA.
3. Trucks must be in good running condition and must be suited for grains cargo transport; do not have holes on the flooring to avoid pilferage/spillage and free from objectionable odor, toxic and hazardous substances and foreign matter/dirt that may cause damage/and/or adulteration/contamination of NFA stocks;
4. Each unit of truck must be provided with the following:
 - a. Appropriate tarpaulins sufficient to cover and protect grain cargoes while in-transit and for matting to recover or retrieve sweepings and spillages from truck floorings

- b. Tools and Accessories to include fire extinguishers, wheel wrench, spare tires, early warning device, other mechanical tools and first aid kit;
 - c. One (1) helper
5. Truck flooring must be free from any protruding objects that may cause damage to containers of NFA stocks;
 6. Transfers of grains are completed within reasonable travelling time corresponding to the distance from source to destination.

IX. BID CURRENCIES

All prices shall be quoted in Philippine currency and likewise with the payment of the contract price.

X. BID VALIDITY

1. Bids shall remain valid for one hundred twenty (120) calendar days from the date of the opening of bids;
2. In exceptional circumstances, prior to the expiration of the bid validity period, the NFA may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

XI. BID SECURITY

1. The Bidder shall submit a Bid Securing Declaration, or any form of Bid Security, issued in favor of NFA in an amount not less than the required percentage of the ABC in accordance following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
1. Cash or cashier's check issued by a Universal or Commercial Bank	
2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	
--------------------------------------------------------------------------------------------------------------------------------------------------------------	--

A Bid Securing Declaration is an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days, as indicated in the Bidding Documents, from receipt of the Notice of Award, and commits to pay the corresponding amount as fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by GPPB.

The Bid Security shall be valid for one hundred twenty (120) calendar days from the date of the opening of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

XII. BID OFFER/PROPOSAL

1. The ABC shall be the ceiling for the acceptable bid/price offers;
2. Bid offers exceeding the ABC shall be rejected outright;
3. Bid offers must be prepared and quoted in Philippine Pesos up to two (2) decimal places only;
4. Total Bid offers shall be **inclusive** of taxes such as, but not limited to VAT, income tax, local tax and other levies.
5. Partial bids are not allowed.

XIII. SEALING AND MARKING OF BIDS

Each Bidder shall submit one (1) original and two (2) copies each of the first and second components of its bid.

Bidder shall enclose the original eligibility and technical documents in one sealed envelope marked "ORIGINAL-TECHNICAL COMPONENT" and the original of financial component in another sealed envelope marked "ORIGINAL-FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

Copy of the first envelope shall be similarly sealed duly marking the inner envelopes as "COPY NO. 1-TECHNICAL COMPONENT" and "COPY NO. 1-FINANCIAL COMPONENT" and the outer envelope as "COPY NO. 1".

Copy of the second and third envelope shall be sealed and marked in the same way as COPY NO. 1 that is for the inner envelope as "COPY NO. 2 and 3 respectively-

TECHNICAL COMPONENT” and “COPY NO. 2 and 3 respectively-FINANCIAL COMPONENT” and the outer envelope as “COPY NO. 2 and 3 respectively”.

The original and the number of copies of the Bid shall be typed or written in ink and shall be signed by the Bidder or his duly authorized representative.

All envelopes/folders shall be marked as follows:

1. Contain the name of the contract to be bid in capital letters: “PROCUREMENT OF TRUCKING SERVICES FOR THE HAULING OF MORE OR LESS 520,000 BAGS OF IMR FROM NFA OWNED KM.10 WAREHOUSE IN SURIGAO DEL NORTE TO ITS ISLAND IN DAPA,SIARGAO AND SAN JOSE,PDI AND TO OTHER NFA UTILIZED WAREHOUSES IN THE PROVINCE OF AGUSAN DEL NORTE,AGUSAN DEL SUR AND SURIGAO DEL SUR”;
2. Bear the name and address of the Bidder in CAPITAL letters;
3. Be addressed to the Procuring Entity’s BAC identified as NATIONAL FOOD AUTHORITY CARAGA REGION Bids and Awards Committee;
4. Bear the specific identification of the bidding process, the name, identification and lot number specific to this bidding;
5. Bear a warning “_____”.

Prospective bidders are requested to file/arrange the bid documents in the sequences presented in Annex A: Checklist of Bid Documents with appropriate tabbing. This is to facilitate checking during eligibility check and opening of the bids.

XIV. POST-QUALIFICATION

1. Within a non-extendible period of five (5) days from receipt by the bidder of notice from the BAC that it submitted the Lowest Calculated Bid, the bidder shall submit one (1) Original and two (2) duly Certified Photocopies of the following documentary requirements:

Quarterly Income/Business Tax Returns for the quarter ending (up to six months prior to the date of Opening of Bids) filed and taxes paid thru BIR Electronic Filing and Payment System (EFPS). **Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.**

Document Particulars	Individual Taxpayer	Non-Individual Taxpayer
	BIR FORM NO.	
Quarterly Income Tax Return	1701 Q	1702 Q
Quarterly Value Added Tax (VAT) Return	2550 Q	2550 Q

Please note failure of the bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause within five (5) calendar days from

receipt of notice by the bidder or a finding against the veracity of such shall be a ground for forfeiture of the bid security and disqualification of the Bidder for award.

2. Trucks Profile for all listed units of TH trucks
3. The Legal documents which were not required to be submitted during Opening of Bids in lieu of the submitted PhilGEPS Certificate of Membership under Platinum Category shall not be exempt in the conduct post-qualification process will ascertain the validity and authenticity of the eligibility documents submitted by the bidders and will determine the veracity of the claims made by the bidders in their financial and technical proposals.
4. All trucks offered in the bidding shall be subjected to technical inspection by the Technical Working Group (TWG). The truck owner or his/her authorized representative shall witness the inspection. It shall be done within seven (7) days after the opening of bids and shall form part of the post evaluation procedures.

XV. PERFORMANCE SECURITY

To guarantee the faithful performance by the winning bidder of its obligations under the contract in accordance with the Bidding Documents, it shall post a performance security prior to the signing of the contract or within ten (10) days after receipt of the Notice of Award with form and amount equal to the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to percentage of the Total Contract Price)
a. Cash, or cashiers/managers check issued Universal or Commercial bank.	Five percent (5%)
b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%)

XVI. IN-LAND MARINE INSURANCE

Upon receipt of Notice of Award before signing of the contract, the successful bidder shall submit Inland Marine Insurance Policy/Coverage for all listed trucks (owned and leased) to be secured from the insurance company registered with the Insurance Commission and duly accredited by NFA to issue such insurance coverage for truck units to be used in the completion of the project.

XVII. OBLIGATIONS OF NFA

1. The NFA shall issue the Notice to Proceed for the hauling/transfer of the NFA stocks.
2. The NFA upon receipt of the List of Trucks and Drivers assigned, shall designate a dispatcher for the determination of assignment of trucks to NFA warehouses;
3. The NFA shall inspect the delivery trucks to ensure their road worthiness and suitability for grains cargo transport; do not have holes on the flooring to avoid pilferage/spillage and free from objectionable odor, toxic and hazardous substances and foreign matter/dirt that may cause damage/and/or adulteration/contamination of NFA stocks. The inspection shall not diminish the liability of the truckers for any loss or damages arising therefrom;
4. The NFA shall issue to the drivers (contractor's authorized representative) the following documents:
 - a. Authority to Haul (ATH)- for proper identification
 - b. Warehouse Stock Issue (WSI)- for the issuance of stocks
 - c. Warehouse Stock Receipt (WSR)- for receipt of stocks
5. The NFA shall allow at all times the duly authorized driver/s of trucks to witness the weighing of the stocks to verify the veracity of the entries being made in the documents prior to affixing his signature thereon.
6. The NFA has the option to provide escort/s in the transfer of NFA rice and should ensure that the cargo is properly secured and trucking documents are complete and with accurate entries. The exercise of this option, shall not however, exempt the contractor from liability on shortage(s) that may be incurred while the cargoes are in transit;
7. The NFA shall pay the contractor based only on the actual volume delivered at receiving warehouses per bag of 50kg (50kg-bag means gross weight inclusive of weight of sack or container divided by 50). The total gross weight of grains delivered at receiving warehouses and the awarded trucking rates shall be the basis for computing the trucking fees.
8. The NFA shall pay the contractor based on awarded trucking/hauling rate after deducting the losses, shortages and damages, if any. Payment shall be subject to the usual Accounting and Auditing procedures upon presentation/submission of the following documents:

8.1. *FIRST BILLING*

- 8.1.1. Accomplished Voucher
- 8.1.2. Statement of deliveries together with copy/ies of WSI/WSR
- 8.1.3. Notice of Award (photocopy)
- 8.1.4. Certified Photocopy of Inland Marine Insurance/Policy Coverage
- 8.1.5. Notice to Proceed (photocopy)
- 8.1.6. Contract (photocopy)

8.2 *SUCCEEDING BILLING*

- 8.2.1. Accomplished voucher

- 9. The payments of the trucking fees shall be made at the concerned NFA Provincial Office of the issuing warehouse upon presentation of above cited supporting documents.

XVIII. OBLIGATIONS OF THE CONTRACTOR

- 1. The Trucking Contractor upon receipt of the Notice to Proceed (NTP), shall commit the minimum number of trucks as offered until the completion of the contract;
- 2. The Trucking Contractor shall notify the concerned NFA Provincial Office/Branch of the plate number per truck, tonnage capacity, name of drivers with certified photocopy of unexpired driver's license and the corresponding Special Power of Attorney (SPA) authorizing drivers to sign warehouse documents as constituted agents or attorneys-in-fact of the Contractor. The said SPA shall also indicate the specimen signature of each truck driver;
- 3. The trucking contractor shall provide trucks that are suited for grains cargo transport, do not have holes/ruptures on the flooring to avoid pilferage/spillage, free from objectionable odor, toxic and hazardous substances and foreign matters/dirt that may cause damage and/or adulteration/contamination of rice stocks;
- 4. The Trucking Contractor in the event listed truck unit/s is/are not available for NFA's use due to mechanical breakdown or for whatever reason, shall provide replacement trucks which are of the same or comparable make and of similar tonnage capacity to ensure the delivery of NFA grains stocks on time. The contractor may also provide additional truck unit/s to expedite completion of delivery of awarded volume;

Prior to utilization of additional trucks and/or replacement trucks, a letter together with the documentary requirements stated in Eligibility Requirements under Technical Documents Item 9.c and d must be submitted for the approval of the Regional Director and for contract amendment/addendum.

5. The Trucking Contractor in the event listed driver/s is/are not available for any justifiable reason, shall assign replacement driver/s to ensure delivery of NFA grains on time. Additional drivers may also be provided for additional trucks. However, prior to utilization of replacement and/or additional drivers, the Trucking Contractor shall submit name of drivers with certified photocopy of unexpired driver's license and the corresponding Special Power of Attorney (SPA) authorizing drivers to sign warehouse documents as constituted agents or attorneys-in-fact of the Contractor for approval by the Regional Director.
6. The Trucking Contractor shall provide one (1) truck helper per unit of truck at his own account.
7. The contractor shall notify the NFA in writing immediately in the event of delay under the following circumstances:
 - 7.1. Impassable roads/landslides/detours
 - 7.2. Collapsed/impassable bridges
 - 7.3. Other events causing delay i.e. mechanical breakdown, hijacking, theft, robbery
8. The contractor may provide/attach security/truck seals to prevent unauthorized access, theft or tampering while the cargoes/stocks are in transit, however, this undertaking shall not exempt the contractor from any liability on shortages.

XIX. LIABILITIES OF THE CONTRACTOR

1. The failure of the Trucking Contractor to comply with the provision of the number of trucks offered in the bidding shall give rise to the following:
 - a. Permanent failure to provide the required number of trucks shall rescind the contract without prejudice to action for damages. In this case, the NFA shall conduct another bidding for trucking services;
 - b. Temporary failure either total or partial (e.g. mechanical breakdown, etc.) to provide the required number of trucks shall give NFA the option to avail of any of the following:
 - i. Get the services of another trucker under the same terms at the contractor's expense until the latter can comply with his obligations;
 - ii. Compel the contractor for specific performance plus damages; or
 - iii. Rescission of the contract with damages in the event a new bidding of hauling services should be conducted.
2. Failure to provide the required number of trucks shall rescind the contract, without prejudice to an action for damages. In this case, the NFA shall conduct another bidding for trucking/hauling services.

3. Failure either total or partial (e.g. due to mechanical breakdown, etc.) to provide the required number of trucks shall give NFA the option to avail of any of the following:
 - a. Get the services of another hauler under the same terms at the contractor's expense until the latter can comply with his obligation.
 - b. Compel the contractor for specific performance plus damages, or
 - c. Rescission of the contract with damages in the event a new bidding of trucking/hauling services shall be conducted.
4. To be held liable for the losses and damages in the number of bags of the stocks and containers of NFA rice which are in his custody upon loading the same to the trucks/replacement trucks from the time that said stocks are unloaded/received at the designated destination warehouses.
5. Losses of NFA arising from the incidence of hijacking or road accidents of trucks resulting to looting, theft and robbery of stocks shall be for the account of the trucker. This is without prejudice to the filing of claims due to the said incident.
6. Any loss or damage to the stocks and properties or harm and injury to third parties arising from any misconduct, misdemeanor or untoward incident caused by drivers and truck helpers inside NFA owned and leased warehouses or while stocks are in transit shall be the responsibility and liability of the contractor.

XX. SPECIAL PROVISIONS

1. Since operational activities vary depending on the situation prevailing at that time and may affect the volume of stocks to be transferred, the phrase "a maximum of" or "more or less" shall be included in the contract to allow for flexibility in the actual volume to be transferred. As such, the volume awarded is not a guarantee that the total volume will be transferred and may be reduced as warranted depending on the operational requirements. Further, issuing/receiving warehouses may vary depending on the available stocks per warehouse in the issuing province and available warehouse space in the receiving provinces. Hence, payment shall be based on actual volume delivered/transferred;
2. The contractor shall be granted a Tolerable Allowance (TOLA) of **0.15%** for **milled rice commodity** on a per truck per trip basis for shortages/ losses based on weight at the origin. Should the shortages exceed the TOLA, the contractor shall pay the excess based on the replacement cost of the stocks/containers. The 0.15% TOLA shall not apply if pilferage/theft/ looting is established after proper investigation. The replacement cost shall be based on the latest available replacement cost existing at the time of loss of stocks for hauling as imposed by NFA. The Contractor shall settle his shortages by payment in cash or effect deduction from payment through voucher claim;

3. If the contractor fails to deliver the awarded or contracted volume within the prescribed period, the NFA shall undertake hauling of remaining volume either by hiring private trucks or using its own to expedite delivery. Hauling expenses to be incurred shall be for the account of the contractor and deductible from trucking claims;
4. In the event that the driver(s)/representative(s) are prevented by any NFA employee from witnessing the weighing of stocks either at the point of loading or destination preventing the driver(s)/representative(s) to verify the correctness of the entries made by the NFA employee, the driver(s)/representative(s) shall sign the documents under protest and shall immediately, within forty eight (48) hours upon arrival at point of origin, notify the NFA office concerned. Failure to notify the NFA office concerned shall render the protest as signed by the driver(s)/representative(s) of no force and effect and thereafter the entries made shall be conclusive upon the contractor;
5. The use of non-TH units shall not in any way bind the NFA for any liability from LTO/LTFRB or any enforcement agency should there be fines and penalties that may be imposed on the trucker-contractor;
6. The aforementioned provisions shall be without prejudice to other damage/expenses for which the contractor shall be rendered liable where NFA may have suffered as a result of the breach of obligations by the contractor under the Terms and Conditions of this Contract as well as other sanctions provided for by existing laws, Presidential Decrees, Executive Orders, Letter of Instructions and other applicable rules and regulations;
7. It is to be understood and mutually agreed that there shall be no employer-employee relationship between the NFA and the contractor's employees. Hence, NFA shall not be liable for claims that may arise under the ECC, SSS, Medicare, Minimum Wage Law, and other related laws. Likewise, NFA shall not be held responsible for any claims of third persons arising from vehicular accidents and/or negligence of contractor's employees or for any contraband goods found inside the contractor's truck/s;
8. In case of litigation arising from this contract, the contractor agrees to pay liquidated damages in the amount of not less than P 50,000.00 and cost of suit.

XXI. ARBITRATION

Any and all disputes arising from the implementation of a contract covered by RA 9184 and its IRR-A shall be submitted to arbitration in the Philippines according to the provisions of RA No. 876, otherwise known as the "Arbitration Law". Provided,

however, that disputes that are within the competence of the Construction Industry Arbitrary Commission to resolve shall be referred to. The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of the Act and its IRR-A. Provided, further, that by mutual agreement, the parties may agree in writing to resort to other alternatives/modes of dispute resolution.

XXII. EFFECTIVITY AND DURATION OF CONTRACT

The Contract shall be in full force and effect upon the signing/approval of the contract by both parties and shall expire at the end of the year or upon completion of the delivery of trucking/hauling services of the awarded volume or a maximum of the awarded volume depending on actual operational requirements for the contract period.

XXIII. ENTIRETY CLAUSE

No alterations, amendments, and/or modifications to the Contract shall be considered valid unless agreed upon by both parties contained in a duly notarized document.

XXIV. VENUE OF ACTION

Legal actions arising out of or relating to this Contract shall be filed with any of the competent courts in Butuan City, Agusan Del Norte.

Prepared by: TECHNICAL WORKING GROUP (TWG)

DENNIS T. HIBAYA
Acting RECO

ALEX A. TELARMA
Acting ROO-TWG HEAD

GERLIZA L. MULA
RSQAO

Recommending Approval: REGIONAL BIDS AND AWARDS COMMITTEE (RBAC)

ROLANDO C. SINDO
OIC-Member

DAISY M. LUNA
Prov'l. Mgr.-Member

MAY SARA A. ATOMAR
Prov'l. Mgr.-Member

JOSE B. BALANQUIT
Prov'l. Mgr.-Member
VICE CHAIRPERSON

BEVERLYN P. PERALTA, Ph.D.
Acting Asst. Regional Director-Chairperson

APPROVED:

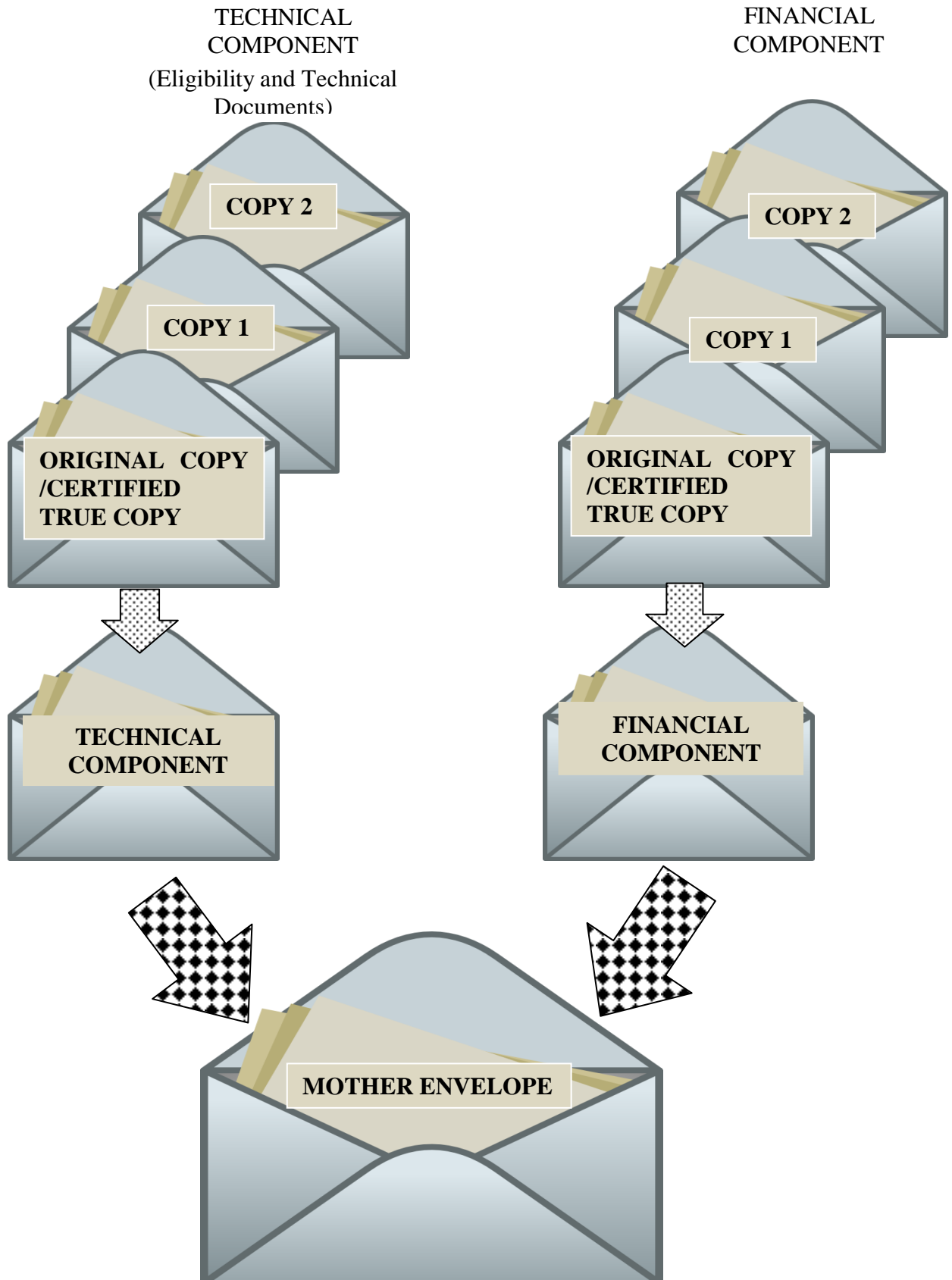
EDNA R. DE GUZMAN

Acting Regional Director – Head of Procuring Entity

ANNEX A

SEALING AND MARKING OF BIDS

(Two-Envelope System)



MARKINGS FOR MOTHER ENVELOPE)

{BIDDER'S COMPANY NAME}

{COMPANY'S OFFICE ADDRESS}

PUBLIC BIDDING {PROJECT TITLE}

BIDDING FOR____{no.}: {item description} (if applicable)

THE CHAIRPERSON

BIDS AND AWARDS COMMITTEE

NATIONAL FOOD AUTHORITY

{VENUE OF BID OPENING}

DO NOT OPEN BEFORE (DO NOT OPEN BEFORE DECEMBER _____, 2018, 10:00 AM)

(MARKINGS FOR TECHNICAL COMPONENT)

ORIGINAL COPY/COPY NO. _____

{BIDDER'S COMPANY NAME}

{COMPANY'S OFFICE ADDRESS}

PUBLIC BIDDING {PROJECT TITLE}

BIDDING FOR ____ {no.}: {item description} (if applicable)

TECHNICAL COMPONENT

THE CHAIRPERSON

BIDS AND AWARDS COMMITTEE

NATIONAL FOOD AUTHORITY

{VENUE OF BID OPENING}

(MARKINGS FOR FINANCIAL COMPONENT)

ORIGINAL COPY/COPY NO. _____

{BIDDER'S COMPANY NAME}

{COMPANY'S OFFICE ADDRESS}

PUBLIC BIDDING {PROJECT TITLE}

BIDDING FOR ____ {no.}: {item description} (if applicable)

FINANCIAL COMPONENT

THE CHAIRPERSON

BIDS AND AWARDS COMMITTEE

NATIONAL FOOD AUTHORITY

{VENUE OF BID OPENING}

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X X

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.1: [Insert reference 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 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, if I/We have committed any of the following actions:
 - (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or
 - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
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/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and 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 BIDDERS'S
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. _____ and his/her Community Tax Certificate 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 _____

**Sworn Statement of Single Largest Completed Contract
which is Similar to the Contract to be Bid**

Business Name : _____
Business Address : _____

Name of Contract	Date of Contract	Amount of Contract	End User's Acceptance / Completion Issued for the Contract

Instructions

This statement shall be supported with the following:

1. Copy/ies of contract/s and/or Notice/s of Award
2. Notice/s to Proceed;
2. Certificate/s of Completion and Acceptance issued by the contracted party

Submitted by : _____
(Print Name & Signature)

Designation : _____

Date : _____

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____,
affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____
at _____, Philippines.

Notary Public

Doc No. _____

Page No. _____

Book No. _____

Series of _____