



# **NATIONAL FOOD AUTHORITY WESTERN VISAYAS**

## **BIDDING DOCUMENTS**

### **PROCUREMENT OF TRUCKING SERVICES FOR THE INTER/INTRA-REGIONAL AND INTRA-BRANCH TRANSFER OF GRAINS OF NFA REGION VI FOR THE PERIOD JANUARY TO DECEMBER 31, 2025**

Date of Issue: December 27, 2024

**Project Reference No. NFA-2024-RBAC-REGVI-023**

National Food Authority  
**WESTERN VISAYAS REGIONAL OFFICE**  
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## **Glossary of Acronyms, Terms, and Abbreviations**

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to:

(i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u]).

**LGUs** – Local Government Units.

**NFA** – National Food Authority

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations

# **Section I. Invitation to Bid**



Republic of the Philippines  
**NATIONAL FOOD AUTHORITY**  
 WESTERN VISAYAS REGIONAL OFFICE  
 Quintin Salas, Jaro, Iloilo City  
 Tel. No. (033) 329-6246

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**INVITATION TO BID**

**PROCUREMENT OF TRUCKING SERVICES FOR THE INTER/INTRA-REGIONAL AND INTRA-BRANCH TRANSFER OF GRAINS OF NFA REGION VI FOR THE PERIOD JANUARY TO DECEMBER 31, 2025**

Project Reference No. NFA-2024-RBAC-REGVI-023

- The *NATIONAL FOOD AUTHORITY (NFA) Western Visayas*, through the *Corporate Operating Budget for CY 2024*, intends to apply the sum of **Eighteen Million Eight Hundred Forty-Two Thousand Six Hundred Eleven Pesos Only (Php 18,842,611.00) inclusive of VAT** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Trucking Services for the Inter/Intra-Regional and Intra-Branch Transfer of Grains of NFA Western Visayas for the Period January to December 31, 2025** with Project Reference No. NFA-2024-RBAC-REGVI-023. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening. Details are as follows:

LOCATION / RANGE OF DISTANCES	RATE	CAPIZ B.O. (LOT 1)			ILOILO B.O. (LOT 2)			NEGROS OCC B. O. (LOT 3)			
		VOLUME IN BAGS OF 50kg	ABC	MINIMUM NO. OF TRUCKS	VOLUME IN BAGS OF 50kg	ABC	MINIMUM NO. OF TRUCKS	VOLUME IN BAGS OF 50kg	ABC	MINIMUM NO. OF TRUCKS	
<b>A. LAND TRANSFER</b>		<b>101,300</b>	<b>5,550,524.00</b>		<b>222,500</b>	<b>8,145,650.00</b>		<b>20,000</b>	<b>1,090,600.00</b>		
0 to 5 km	8.733			4			7			2	
Exceeding 5 km to 20 km	18.364				50,000	918,200.00					
Exceeding 20 km to 50 km	0.858	20,000	652,080.00		115,000	4,242,810.00					
Exceeding 50 km to 100 km	0.560	51,300	2,441,264.00		37,500	1,817,760.00			20,000		1,090,600.00
Exceeding 100 km to 150 km	0.561	30,000	2,457,180.00		20,000	1,166,880.00					
Exceeding 150 km	0.570										
<b>B. TRANSFER THRU RORO</b>		<b>9,000</b>	<b>892,449.00</b>		<b>47,000</b>	<b>3,163,388.00</b>		<b>0</b>	<b>0.00</b>		
Jaro to Negros Occ & Vice Versa	72.903			2	30,000	2,187,090.00	6				
Dumangas to Bacolod & Vice Versa	65.373										
Jordan to Dumangas & Vice Versa	71.749										
Jordan to Jaro & Vice Versa	54.694				7,000	382,858.00					
Buenavista to Jaro & Vice Versa	60.729										
Millan to Jaro & Vice Versa	55.194				5,000	275,970.00					
San Lorenzo to Jaro & Vice Versa	63.494				5,000	317,470.00					
Sibunag to Jaro & Vice Versa	71.545										
Nueva Valencia to Jaro & Vice Versa	75.870										
Dumalag to Bacolod & Vice Versa	99.161	9,000	892,449.00								
Bolo to Bacolod & Vice Versa	111.464										
San Jose to Bacolod & Vice Versa	133.770										
Banga, Aklan to Bacolod & Vice Versa	139.052										
<b>GRAND TOTAL</b>		<b>110,300</b>	<b>6,442,973.00</b>	<b>6</b>	<b>269,500</b>	<b>11,309,038.00</b>	<b>13</b>	<b>20,000</b>	<b>1,090,600.00</b>	<b>2</b>	

- The **NFA Western Visayas** now invites bids for the above procurement project that shall cover the period **January to December 31, 2025**. Bidders should have completed, within **the last three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders), and must have the following minimum requirements:

- a Single Largest Completed Contract (SLCC) similar in nature and complexity to the Project and the value of which, adjusted, if necessary, by the Bidder to

current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC; or

- ii. at least two (2) similar contracts with aggregate contract amounts equivalent to at least 50% percent of the ABC, the largest of which must be equivalent to at least 25% of the ABC;

Bidders should have the following qualifications:

- A. Must be owners/operators of the trucks registered as Trucks for Hire (TH) with LTFRB, whose areas of operation cover the location/s of the lot/s to be participated in and meet the minimum number of operational TH trucks required; of which at least fifty percent (50%) plus one (1) unit must be owned by the bidder as evidenced by the OR/CR in his name, balance can be leased;
  - B. Must have at least three (3) years experience in trucking/hauling of bagged cargoes prior to the deadline for the submission and receipt of bids;
  - C. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

In case a tie occurred between and/or among bidders during the opening of bids, the procuring entity will use “draw lots” to determine the winning bidder.

- 4. Prospective bidders may obtain further information from the *NFA Western Visayas Regional Office, Quintin Salas, Jaro, Iloilo City* and inspect the Bidding Documents at the address given below during 8:00AM to 5:00PM (office hours).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on December 27, 2024 to January 15, 2025 from the given address and website/s below. The amount of bidding fees per lot is as follows:

LOT NO.	LOCATION / RANGE OF DISTANCES	VOLUME IN BAGS OF 50kg	APPROVED BUDGET FOR THE CONTRACT (ABC) INCLUSIVE OF VAT (Php)	AMOUNT OF BIDDING FEE
1	<b>CAPIZ BRANCH OFFICE</b>	110,300	6,442,973.00	<b>10,000.00</b>
2	<b>ILOILO BRANCH OFFICE</b>	269,500	11,309,038.00	<b>25,000.00</b>
3	<b>NEGROS OCC. BRANCH OFFICE</b>	20,000	1,090,600.00	<b>5,000.00</b>

The NFA Western Visayas shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

The Bidding Documents may also be downloaded free of charge from the Philippine Government Electronic Procurement System (PhilGEPS) and the NFA websites provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids in order to participate in the bidding process.

- 6. The NFA Western Visayas will hold a Pre-Bid Conference on **January 3, 2025**, 10:00AM at NFA Training Center, 3rd Floor, NFA Building, Quintin Salas, Jaro, Iloilo City and/or through video conferencing, which shall be open to prospective bidders.



7. Bids must be duly received by the BAC Secretariat through **manual submission** at the NFA Training Center, 3<sup>rd</sup> Floor, NFA Building, Quintin Salas, Jaro, Iloilo City, on or before **January 15, 2025, 9:30 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **January 15, 2025, 10:00 AM onwards** at NFA Training Center, 3<sup>rd</sup> Floor, NFA Building, Quintin Salas, Jaro, Iloilo City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

For the project that is grouped into lots, a prospective bidder shall have the option to submit a bid offer on any lot or all lots as long as all requirements for all the lots are met.

10. The **NFA Western Visayas Regional Office** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Name of Contact Officers:

**MARICRIS P. CHUA**  
BAC TWG

**GELA DECENINE M. PETINGLAY**  
BAC Secretariat

Postal Address:

National Food Authority  
Western Visayas Regional Office  
Quintin Salas, Jaro, Iloilo City

Telephone No.:

(033) 329-6246

Email Address:


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12. You may visit the following websites:

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

<https://philgeps.gov.ph/>

Date of Issue: December 27, 2024



**JOHN D. ALVAREZ**  
OIC-Branch Manager  
RBAC Chairperson  
NFA Western Visayas (Region VI)

## **Section II. Instructions to Bidders**

## 1. Scope of Bid

The Procuring Entity, **NFA Western Visayas** wishes to receive Bids for the **Procurement of Trucking Services for the Inter/Intra-Regional and Intra-Branch Transfer of Grains of NFA Western Visayas for the Period January to December 31, 2025**, with identification number **NFA-2024-RBAC-REGVI-023**.

The Procurement Project (referred to herein as "Project") is composed of **three (3) lots** the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for the year 2025 in the amount of EIGHTEEN MILLION EIGHT HUNDRED FORTY-TWO THOUSAND SIX HUNDRED ELEVEN PESOS ONLY (₱18,842,611.00), inclusive of VAT.

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

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

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

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

## 8. Pre-Bid Conference

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

## 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.4 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
  - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

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

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

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid security shall be valid until **May 15, 2025**, or for a period of 120 days from the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as **One Project having several items that shall be awarded as one contract**.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

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

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

## **Section III. Bid Data Sheet**



## Bid Data Sheet

ITB Clause	PARTICULARS
5.1	<p>Additional requirements:</p> <p>The prospective bidder must meet the general eligibility and the following qualification requirements:</p> <ol style="list-style-type: none"> <li>a. Owners/operators of trucks registered as Trucks for Hire (TH) with LTFRB, whose areas of operation cover the location / s of the lot/s to be participated in and meet the minimum number of operational TH trucks required, of which at least fifty percent (50%) plus one (1) unit must be owned by the bidder as evidenced by the OR/CR in his name, balance can be leased; and</li> <li>b. With at least three (3) year experience in trucking / hauling of bagged cargoes prior to the deadline for the submission and receipt of bids.</li> <li>c. Filipino citizens/ sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.</li> <li>d. With a Single Largest Completed Contract (SLCC) similar in nature and complexity to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC, or at least two (2) similar contracts with aggregate contract amounts equivalent to at least 50% of the ABC, the largest of which must be equivalent to at least 25% of the ABC.</li> </ol>
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a) Provision of Trucking Services</li> <li>b) Completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP in all NFA offices/warehouses (including owned, those being leased, and to be leased), compounds and other facilities located in the branches of Capiz, Iloilo, and Negros Occidental or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>P376,852.22</b> (equivalent to two percent (2%) of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>P942,130.55</b> (equivalent to five percent (5%) of ABC), if bid security is in Surety Bond.</li> </ol>
15	Each bidder shall submit <b>one (1) Original Copy and three (3) Certified True Copies</b> of the first and second components of the bid.

ITB Clause	PARTICULARS											
	LOCATION / RANGE OF DISTANCES	RATE	CAPIZ B.O. (LOT 1)			ILOILO B.O. (LOT 2)			NEGROS OCCB. O. (LOT 3)			
VOLUME IN BAGS OF 50kg			ABC	MINIMUM NO. OF TRUCKS	VOLUME IN BAGS OF 50kg	ABC	MINIMUM NO. OF TRUCKS	VOLUME IN BAGS OF 50kg	ABC	MINIMUM NO. OF TRUCKS		
19.3	<b>A. LAND TRANSFER</b>		<b>101,300</b>	<b>5,550,524.00</b>		<b>222,500</b>	<b>8,145,650.00</b>		<b>20,000</b>	<b>1,090,600.00</b>		
	0 to 5 km	8.733			4			7			2	
	Exceeding 5 km to 20 km	18.364				50,000	918,200.00					
	Exceeding 20 km to 50 km	0.858	20,000	652,080.00		115,000	4,242,810.00					
	Exceeding 50 km to 100 km	0.560	51,300	2,441,264.00		37,500	1,817,760.00			20,000		1,090,600.00
	Exceeding 100 km to 150 km	0.561	30,000	2,457,180.00		20,000	1,166,880.00					
	Exceeding 150 km	0.570										
	<b>B. TRANSFER THRU RORO</b>		<b>9,000</b>	<b>892,449.00</b>		<b>47,000</b>	<b>3,163,388.00</b>		<b>0</b>	<b>0.00</b>		
	Jaro to Negros Occ & Vice Versa	72.903			2	30,000	2,187,090.00	6				
	Dumangas to Bacolod & Vice Versa	65.373										
	Jordan to Dumangas & Vice Versa	71.749										
	Jordan to Jaro & Vice Versa	54.694				7,000	382,858.00					
	Buenavista to Jaro & Vice Versa	60.729										
	Millan to Jaro & Vice Versa	55.194				5,000	275,970.00					
	San Lorenzo to Jaro & Vice Versa	63.494				5,000	317,470.00					
	Sibunag to Jaro & Vice Versa	71.545										
	Nueva Valencia to Jaro & Vice Versa	75.870										
	Dumalag to Bacolod & Vice Versa	99.161	9,000	892,449.00								
	Bolo to Bacolod & Vice Versa	111.464										
	San Jose to Bacolod & Vice Versa	133.770										
	Banga, Aklan to Bacolod & Vice Versa	139.052										
<b>GRAND TOTAL</b>		<b>110,300</b>	<b>6,442,973.00</b>	<b>6</b>		<b>269,500</b>	<b>11,309,038.00</b>		<b>13</b>	<b>20,000</b>		<b>1,090,600.00</b>
	If the project is grouped into lots, a prospective bidder shall have the option to submit bid offer on any lot or all lots as long as all requirements for all the lots are met.											
20.2	For the purpose of post-qualification, the following documents shall be required:											
	1. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law.											
	Document Particulars					For Individual Taxpayer		For Non-Individual Taxpayer				
						<b>BIR FORM NO.</b>						
	1. Income Tax Return for the 1 <sup>st</sup> and 2 <sup>nd</sup> Quarter of 2024					<b>1701-Q</b>		<b>1702-Q</b>				
	2. Business Tax Return											
	a. Quarterly Value Added Tax Return for the 1 <sup>st</sup> and 2 <sup>nd</sup> quarter of 2024					<b>2550-Q</b>		<b>2550-Q</b>				
	b. Monthly Value-Added Tax Return for the month of August 2024					<b>2550-M</b>		<b>2550-M</b>				
	2. Truck Profile for all listed units of TH Trucks											
	3. Truck Deployment Plan											
	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 in the event that a finding against the veracity of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.											
21.2	List of additional contract documents relevant to the Project:											
	1. Valid JVA, if applicable											
	2. Sworn Statement on Compliance to the Protest Mechanism Provided in Article XVII of RA No. 9184 or Notarized Sworn Statement/Waiver and Undertaking by											



# **Section IV. General Conditions of Contract**

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

# **Section V. Special Conditions of Contract**

## Special Conditions of Contract

GCC Clause	
1	<p><b>A. OBLIGATIONS OF NFA</b></p> <ol style="list-style-type: none"> <li>1. The NFA shall designate a dispatcher for the assignment of trucks to NFA warehouses corresponding to the List of Trucks and Drivers provided by the Contractor;</li> <li>2. The NFA shall issue to the Contractor on a per trip basis the following:               <ol style="list-style-type: none"> <li>a. Warehouse Stock Issue (WSI) - for the issuance of stocks</li> <li>b. Warehouse Stock Receipt (WSR) - for receipt of stocks</li> </ol> </li> <li>3. The NFA shall allow duly authorized Contractor representative to witness the weighing of the stocks to verify the veracity of the entries being made in the documents prior to affixing his signature on it.</li> </ol>
	<p><b>B. OBLIGATIONS OF THE CONTRACTOR</b></p> <ol style="list-style-type: none"> <li>1. The Trucking Contractor shall commit the minimum number of trucks as offered until the completion of the contract upon receipt of the Notice to Proceed (NTP). The trucks shall not be used/offered to any party for the duration of the contract.</li> <li>2. The Trucking Contractor shall provide the concerned NFA Branch Office of the following truck information:               <ol style="list-style-type: none"> <li>a. Plate Number;</li> <li>b. Tonnage Capacity;</li> <li>c. Name of Drivers;</li> <li>d. Certified photocopy of unexpired driver's license;</li> <li>e. Corresponding Special Power of Attorney (SPA) authorizing drivers to sign warehouse documents as constituted agents or attorneys-in-fact of the Contractor for each truck; and</li> <li>f. Specimen signature of each truck driver.</li> </ol> </li> <li>3. The Trucking Contractor shall assign Coordinator in every Branch Office of NFA Western Visayas to control, supervise, oversee, and monitor the truck units, drivers, and the quality of their performance at any given time.</li> <li>4. The Trucking Contractor shall ensure delivery of NFA grains stocks on time and provide replacement unit for truck unit/s that is/are not available for NFA's use for whatever reason.</li> <li>5. In case of replacement and/or additional trucks, a letter together with the documentary requirements stated in Eligibility Requirements under Technical Documents Annex G i.3 and i.4 (i, ii (a, b and c) and iii) and Inland Marine Insurance Policy/Coverage for all replacement/additional units of truck to be secured from the insurance company registered with the Insurance Commission and duly accredited by NFA must be submitted for the approval of the Regional Director and for contract amendment/addendum; and</li> <li>6. The Contractor shall notify the NFA in writing immediately when there is a delay due to:               <ol style="list-style-type: none"> <li>a. Impassable roads/landslides/detours;</li> <li>b. Collapsed/impassable bridges; and</li> <li>c. Other events causing delay i.e., mechanical breakdown, hijacking, theft, robbery.</li> </ol> </li> </ol>
	<p><b>C. LIABILITIES OF THE CONTRACTOR</b></p> <ol style="list-style-type: none"> <li>1. The Contractor shall be liable and shall be accountable for:               <ol style="list-style-type: none"> <li>a. Losses and damages incurred by NFA due to failure of the Trucking</li> </ol> </li> </ol>



GCC Clause	
	<p>Contractor to permanent or temporary failure to provide the required number of trucks;</p> <p>b. Losses and damages in the number of bags and in kilograms of the stocks and containers of NFA rice which are in the contractor's custody from up to the time the stocks are unloaded/received at the designated destination warehouses;</p> <p>c. Losses of NFA arising from the incidence of hijacking or road accidents of trucks resulting to looting, theft and robbery of stocks; and</p> <p>d. 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.</p>
	<p><b>D. SPECIAL PROVISIONS</b></p> <p>1. The volume awarded is not a guarantee that the total volume will be transferred. It may be reduced depending on the operational requirements. Issuing and receiving warehouses may vary depending on the available stocks per warehouse in the issuing branch and available warehouse space in the receiving branches.</p> <p>2. The contractor shall be granted a Tolerable Allowance (TOLA) of 0.15% for milled rice commodity and 0.28% for other grain commodities on a per truck per trip basis for shortages/losses based on weight at the origin. Should the shortages exceed the TOLA, the contractor shall pay the excess based on the replacement cost of the stocks/containers. The 0.15% and 0.28% TOLA shall not apply if pilferage/theft/looting is established after investigation. The replacement cost shall be based on the latest available replacement cost existing at the time of loss of stocks for hauling as imposed by NFA. The Contractor shall settle his shortages by cash payment or deduction from claim.</p> <p>3. Weighing spillages in NFA warehouse during issues shall be given to the trucking contractor and shall form part of the cargo. Spillages in transit must be weighed and credited to the trucking contractor's load at receiving warehouses.</p> <p>4. The Contractor warrants that the necessary LTO OR/CR, LTFRB CPC, and other licenses or business permits remain valid during the effectivity of the Contract.</p> <p>5. The use of replacement and/or additional TH trucks and utilization of replacement and/or additional drivers without prior approval by the Regional Director shall not bind the NFA for any liability for payment of trucking services rendered.</p> <p>6. The use of non-TH units shall not in any way bind the NFA for any liability from LTO/LTFRB or any enforcement agency should there be fines and penalties that may be imposed on the trucker-contractor.</p> <p>7. In the event of temporary failure either total or partial (e.g. mechanical breakdown, etc.), the NFA may:</p> <ul style="list-style-type: none"> <li>i. Get the services of another trucker under the same terms at the contractor's expense until the latter can comply with his obligations;</li> <li>ii. Compel the contractor for specific performance plus damages; or</li> <li>iii. Rescind the contract with damages.</li> </ul> <p>8. 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.</p>

GCC Clause	
	<p>9. The aforementioned provisions shall be without prejudice to other damage/expenses for which the contractor shall be rendered liable where NFA may have suffered as a result of the breach of obligations by the contractor under the Terms and Conditions of this Contract as well as other sanctions provided for by existing laws, Presidential Decrees, Executive Orders, Letter of Instructions and other applicable rules and regulations.</p> <p>10. It is to be understood and mutually agreed that there shall be no employer-employee relationship between the NFA and the contractor's employees. Hence, NFA shall not be liable for claims that may arise under the ECC, SSS, PhilHealth, Minimum Wage Law, and other related laws. Likewise, NFA shall not be held responsible for any claims of third persons arising from vehicular accidents and/or negligence of contractor's employees or for any contraband goods found inside the contractor's truck/s; and</p> <p>11. In case of litigation arising from this contract, the contractor agrees to pay liquidated damages in the amount of not less than P50,000.00 and cost of suit.</p>
2.2	<p><b>PAYMENT</b></p> <ol style="list-style-type: none"> <li>1. The NFA shall pay the contractor based on the actual volume delivered at receiving warehouses per bag of 50kg (50kg-bag means gross weight inclusive of weight of sack or container divided by 50). The total gross weight of grains delivered at receiving warehouses and the awarded trucking rates shall be the basis for computing the trucking fees.</li> <li>2. The NFA shall pay the contractor based on awarded trucking/hauling rate after deducting the losses, shortages and damages, if any.</li> <li>3. All the payments for the Contractor shall be made at the concerned NFA Branch Office which has jurisdiction over the issuing warehouse.</li> <li>4. The NFA undertakes to pay the contractor the amount inclusive of 12% VAT and guarantees to pay on time for the actual services rendered upon submission of the applicable required supporting documents, to wit. <ul style="list-style-type: none"> <li><b>A. FIRST BILLING</b></li> <ol style="list-style-type: none"> <li>1. Accomplished Voucher</li> <li>2. Statement of deliveries together with copy/ies of WSI/WSR</li> <li>3. Notice of Award (photocopy)</li> <li>4. Certified Photocopy of Inland Marine Insurance/Policy Coverage</li> <li>5. Notice to Proceed (photocopy)</li> <li>6. Contract (photocopy)</li> </ol> <li><b>B. SUCCEEDING BILLING</b></li> <ol style="list-style-type: none"> <li>1. Accomplished Voucher</li> <li>2. Statement of deliveries together with copy/ies of WSI/WSR</li> </ol> </ul> </li> <li>5. All payments to the Contractor under this contract shall be subject to the usual accounting and auditing rules and regulations.</li> </ol>

# **SECTION VI. SCHEDULE OF REQUIREMENTS**

## Section VI. Schedule of Requirements

	CAPIZ BO (LOT 1)		ILOILO BO (LOT 2)		NEGROS OCC BO (LOT 3)	
	Volume in Bags	Minimum No. of Trucks	Volume in Bags	Minimum No. of Trucks	Volume in Bags	Minimum No. of Trucks
A. Land Transfer	101,300	4	222,500	7	20,000	2
B. Transfer through RORO	9,000	2	47,000	6		
Grand Total	110,300	6	269,500	13	20,000	2
<b>Delivery Period</b>	<b>Upon approval of the contract and receipt of the Notice to Proceed until completion of the delivery of the required trucking services or until December 31, 2025, whichever comes first.</b>					

# **Section VII. Technical Specifications**

## Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
<p><b>A. Equipment</b></p>	<p>Provision of the required number of trucks, including tarpaulins, tools and accessories sufficient for each unit, as offered until the completion of the contract and shall not be used/offered to any party for the duration of the trucking operations.</p> <p>Details are as follows:</p> <ol style="list-style-type: none"> <li>1. Trucks           <p>LTO Registered Truck for Hire (TH) 10-wheelers or 20-ft trailers (500 bags capacity) and 6-wheeler (200-250 bags capacity) with LTFRB Certificate of Public Convenience (CPC), in good running condition, suited for grains cargo transport in consonance with Republic Act No. 10611 of The Food Safety Act of 2013, do not have holes on the flooring and free from objectionable odor, toxic and hazardous substance, foreign matter/dirt and with flooring free from any protruding objects.</p> </li> </ol>	
	<ol style="list-style-type: none"> <li>2. Tarpaulins           <p>A canvass/sheets which will serve as:</p> <ul style="list-style-type: none"> <li>▪ Cover and protection of the grains cargo while in-transit; and</li> <li>▪ Matting to recover or retrieve sweepings and spillages from truck floorings</li> </ul> </li> </ol>	
	<ol style="list-style-type: none"> <li>3. Tools and Accessories           <p>Fire extinguishers, wheel wrench, spare tires, early warning device and other mechanical tools</p> </li> </ol>	
<p><b>B. Manpower</b></p>	<p>Provision of the following manpower at any</p>	

Item	Specification	Statement of Compliance
	given time to ensure good performance. 1. Coordinator 2. One (1) licensed truck driver/ heavy truck operator per truck unit 3. One helper per truck unit	
<b>C. Delivery Period</b>	Transfers of grains are completed within agreed travelling time corresponding to the distance from source to destination	
<b>D. Substitution/ Replacement of Trucks</b>	Provision of substitute trucks which must be of the same or comparable make and of similar tonnage capacity for units not available for use by the NFA for whatever reason and/or additional trucks to expedite completion of the awarded volume	

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



## Checklist of Technical and Financial Documents

<b>I. TECHNICAL COMPONENT ENVELOPE</b>	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
<input type="checkbox"/>	(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents. <b>This statement shall be supported with the Owner's Certificate of Acceptance.</b>
<input type="checkbox"/>	(d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b>or</b> Original copy of Notarized Bid Securing Declaration; <b>and</b>
<input type="checkbox"/>	(e) Conformity with the Schedule of Requirements and Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
<input type="checkbox"/>	(f) List of Owned Trucks [at least 50% plus one (1) unit of the minimum number required by the lot/s being participated] to be supported by the following: <ul style="list-style-type: none"> <li>i. LTO OR and CR</li> <li>ii. LTFRB CPC or Provisional Certificate issued for owned trucks with ongoing application or renewal of LTFRB CPC</li> <li>iii. Copy of the following documents whichever is applicable: <ul style="list-style-type: none"> <li>(1) Copy of Deed of Sale for newly purchased truck/s;</li> <li>(2) Copy of Purchase/Chattel Mortgage Agreement for unit/s still on installment basis;</li> <li>(3) Copy of Deed of Donation for donated unit/s</li> </ul> </li> </ul>
<input type="checkbox"/>	(g) List of Leased Trucks (remaining number of units required) to be supported by the following: <ul style="list-style-type: none"> <li>i. LTO OR and CR</li> <li>ii. LTFRB CPC or Provisional Certificate issued for owned trucks with ongoing application or renewal of LTFRB CPC</li> <li>iii. Duly notarized copy of Lease Contract Agreement including original documents for all leased trucks for authentication</li> </ul>
<input type="checkbox"/>	(h) Original duly signed Omnibus Sworn Statement (OSS); <b>and</b> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

<u>Financial Documents</u>	
<input type="checkbox"/>	i. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); <b>or</b> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
<u>Class "B" Documents</u>	
<input type="checkbox"/>	j. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <b>or</b> Duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
<b>II. FINANCIAL COMPONENT ENVELOPE</b>	
<input type="checkbox"/>	k. Original of duly signed and accomplished Financial Bid Form; <b>and</b>
<input type="checkbox"/>	l. Original of duly signed and accomplished Price Schedule(s).

# Section IX. Sample Forms

# PHILGEPS SAMPLE FORM

Republic of the Philippines  
Department of Budget and Management  
PROCUREMENT SERVICE

## CERTIFICATE OF PHILGEPS REGISTRATION (Platinum Membership)

THIS IS TO CERTIFY THAT

### SLVDR CONSTRUCTION SERVICES

TALABUTAB NORTE,  
General Mamerto Natividad, Nueva Ecija, Region III, Philippines

is registered in the **Philippine Government Electronic Procurement System (PhilGEPS)** on 11-Aug-2021 pursuant to Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

This further certifies that **SLVDR CONSTRUCTION SERVICES** has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A, which document is attached hereto and made an integral part hereof.

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

By submitting this Certificate, the Bidder certifies:

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

This Certificate is valid until 04-Feb-2023

Issued this 04th day of February 2022.

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



Documentary Stamp Tax Paid Php 30.00  
Certificate Reference No: 202108266651144141336

## REMINDERS <sup>1</sup>

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

Certificate Reference No: 201705164053734088814

Page 2 of 3

<sup>1</sup>Refer to Section 4 of the Guidelines for the Use of the Government of the Philippines - Official Merchant's Registry

## List of Eligibility Documents

of

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

**Statement of All On-going Government & Private Contract including contracts awarded but not yet started whether similar or not similar in nature and complexity to the contract to be bid**

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

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

Name of Contract/ Project Name	a. Owner's Name b. Address c. Tel. No.	Nature of Work	Bidder's Role		a. Date awarded b. Date started c. Date of completion	% Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
<b>Government</b>								
<b>Private</b>								
						<b>Total Cost</b>		

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

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

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

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (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:

**Contractor under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowed Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the Philippine Contractors Accreditation Board (PCAB).**

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

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

Name of Contract/ Project Cost	a. Owner Name b. Address c. Tel. No.	Nature of Work	Contractor's Role		a. Date awarded b. Date started c. Date of completion	% Accomplishment	
			Description	%		Planned	Actual

Submitted by: \_\_\_\_\_

*(Printed Name and Signature)*

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

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



## COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A. Summary of the Bidder's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets.

Year _____		
a.	Total Assets	
b.	Current Assets	
c.	Total Liabilities	
d.	Current Liabilities	
e.	Net Worth (1-3)	
f.	Net Working Capital (2-4)	

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

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

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

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

**Submitted by:**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature of Authorized Representative)

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

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

*Supported by The Supplier's Audited Financial Statements, showing, among others, the Supplier's total 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.*

**CREDIT LINE CERTIFICATE  
FROM A UNIVERSAL OR COMMERCIAL BANK**

Note: The Committed Line of Credit at least 10% of the ABC must have been granted by the bank to the bidder at the time of bid submission. It must be effective or available on the date of bid submission.

**(To be provided by the Bidder)**

**Bid Securing Declaration Form**

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

---

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
  - c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*  
*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

## OTHER FORMS OF BID SECURITY

**Bid Security** in the form of Cash or Cashier's/Manager's check issued by a universal or commercial bank in the amount not less than 2% of the ABC

**or**

**Bid Security** in the form of bank draft/guarantee or irrevocable letter of credit in the amount not less than 2% of the ABC accompanied by a confirmation from a Universal or Commercial Bank

**or**

**Bid Security** in the form of surety bond the amount not less than 5% of the ABC accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments

**(to be provided by the Bidder)**

## CONFORMITY WITH SCHEDULE OF REQUIREMENTS

	CAPIZ BO (LOT 1)		ILOILO BO (LOT 2)		NEGROS OCC BO (LOT 3)	
	Volume in Bags	Minimum No. of Trucks	Volume in Bags	Minimum No. of Trucks	Volume in Bags	Minimum No. of Trucks
A. Land Transfer	101,300	4	222,500	7	20,000	2
B. Transfer through RORO	9,000	2	47,000	6		
Grand Total	110,300	6	269,500	13	20,000	2
<b>Delivery Period</b>	<b>Upon approval of the contract and receipt of the Notice to Proceed until completion of the delivery of the required trucking services or until December 31, 2025, whichever comes first.</b>					
<b>Statement of Compliance</b>						

*Note: Bidder/s must state either "Comply" or "Not Comply" against each of the individual parameters stated above.*

Certified Correct:

\_\_\_\_\_  
Name of Owner/Authorized Representative

\_\_\_\_\_  
Date

## CONFORMITY WITH TECHNICAL SPECIFICATIONS

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
<b>A. Equipment</b>	<p>Provision of the required number of trucks, including tarpaulins, tools and accessories sufficient for each unit, as offered until the completion of the contract and shall not be used/offered to any party for the duration of the trucking operations.</p> <p>Details are as follows:</p> <ol style="list-style-type: none"> <li>1. Trucks LTO Registered Truck for Hire (TH) 10-wheelers or 20-ft trailers (500 bags capacity) and 6-wheeler (200-250 bags capacity) with LTFRB Certificate of Public Convenience (CPC), in good running condition, suited for grains cargo transport in consonance with Republic Act No. 10611 of The Food Safety Act of 2013, do not have holes on the flooring and free from objectionable odor, toxic and hazardous substance, foreign matter/dirt and with flooring free from any protruding objects.</li> </ol>	
	<ol style="list-style-type: none"> <li>2. Tarpaulins A canvass/sheets which will serve as: <ul style="list-style-type: none"> <li>▪ Cover and protection of the grains cargo while in-transit; and</li> <li>▪ Matting to recover or retrieve sweepings and spillages from truck floorings</li> </ul> </li> </ol>	
	<ol style="list-style-type: none"> <li>3. Tools and Accessories Fire extinguishers, wheel wrench, spare tires, early warning device and other mechanical tools</li> </ol>	
<b>B. Manpower</b>	<p>Provision of the following manpower at any given time to ensure good performance.</p> <ol style="list-style-type: none"> <li>1. Coordinator</li> <li>2. One (1) licensed truck driver/ heavy truck operator per truck unit</li> <li>3. One helper per truck unit</li> </ol>	
<b>C. Delivery Period</b>	<p>Transfers of grains are completed within agreed travelling time corresponding to the distance from</p>	

Item	Specification	Statement of Compliance
	source to destination	
<b>D. Substitution/ Replacement of Trucks</b>	Provision of substitute trucks which must be of the same or comparable make and of similar tonnage capacity for units not available for use by the NFA for whatever reason and/or additional trucks to expedite completion of the awarded volume	

*Note: Bidder/s must state either "Comply" or "Not Comply" against each of the individual parameters stated above.*

Certified Correct:

\_\_\_\_\_  
Name of Owner/Authorized Representative

\_\_\_\_\_  
Date

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

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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



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

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**Bid Form for the Procurement of Goods**  
**[shall be submitted with the Bid]**

---

**BID FORM**

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

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

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period

<b>LOT NO.(S)</b>	
<b>Description of the Project</b>	<b>Procurement of Trucking Services for the Inter/Intra-Regional and Intra-Branch Transfer of Grains of NFA Western Visayas for January to December 31, 2025</b>
AMOUNT OF BID	P _____
Total Amount of Bid Before Tax	P _____
Total Amount of Tax	P _____
Total Amount of Bid Including Tax	P _____
TOTAL AMOUNT OF BID IN WORDS	

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

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

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

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

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

Name:

\_\_\_\_\_

Legal capacity:

\_\_\_\_\_

Signature:

Duly authorized to sign the Bid for and behalf of:

\_\_\_\_\_

Date:

\_\_\_\_\_

## SCHEDULE OF PRICES

### PROCUREMENT OF TRUCKING SERVICES FOR THE INTER/INTRA-REGIONAL AND INTRA-BRANCH TRANSFER OF GRAINS OF NFA WESTERN VISAYAS FOR JANUARY TO DECEMBER 31, 2025

LOT NO.	LOCATION / RANGE OF DISTANCES	VOLUME IN BAGS OF 50kg	MIN. NO. OF TRUCKS	ABC INCLUSIVE OF VAT (Php)	Volume (in bags) a	BID BEFORE TAX PER UNIT b	AMOUNT OF TAX				TOTAL BID INCLUSIVE OF TAX PER UNIT g= b+f	TOTAL AMOUNT OF BID		
							VAT -12%	LOCAL TAX	OTHER TAX	TOTAL TAX		TOTAL BEFORE TAX	TOTAL TAX	TOTAL INCLUSIVE OF TAX
							c	d	e	f= c+d+e		(P) h= a x b	(P) i= a x f	(P) j= h + i
CAPIZ BO (LOT 1)	<b>A. LAND TRANSFER</b>													
	Exceeding 20 km to 50 km	20,000	4	652,080.00										
	Exceeding 50 km to 100 km	51,300		2,441,264.00										
	Exceeding 100 km to 150 km	30,000		2,457,180.00										
	<b>B. TRANSFER THRU RORO</b>													
Dumalag, Capiz to Bacolod	9,000	2	892,449.00											
<b>TOTAL</b>		<b>110,300</b>	<b>6</b>	<b>6,442,973.00</b>										
ILOILO BO (LOT 2)	<b>A. LAND TRANSFER</b>													
	Exceeding 5 km to 20 km	50,000	7	918,200.00										
	Exceeding 20 km to 50 km	115,000		4,242,810.00										
	Exceeding 50 km to 100 km	37,500		1,817,760.00										
	Exceeding 100 km to 150 km	20,000		1,166,880.00										
	SUB-TOTAL	222,500		8,145,650.00										
	<b>B. TRANSFER THRU RORO</b>													
	Jaro to Negros Occ & Vice Versa	30,000	6	2,187,090.00										
	Jordan to Jaro & Vice Versa	7,000		382,858.00										
	Millan to Jaro & Vice Versa	5,000		275,970.00										
	San Lorenzo to Jaro & Vice Versa	5,000		317,470.00										
SUB-TOTAL	47,000		3,163,388.00											
<b>TOTAL</b>		<b>269,500</b>	<b>13</b>	<b>11,309,038.00</b>										
<b>NEGROS OCC BO (LOT 3)</b>	<b>A. LAND TRANSFER</b>													
Exceeding 50 km to 100 km	20,000	2	1,090,600.00											
<b>TOTAL</b>		<b>20,000</b>	<b>2</b>	<b>1,090,600.00</b>										

Note: Totals derived from this should be transferred to the Bid Form.

Certified Correct:

\_\_\_\_\_  
Name, Designation, and Signature of Authorized Signatory

Name of Bidder : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone No. : \_\_\_\_\_

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

### Sworn Statement on Compliance to the Protest Mechanism Provided in Article XVII of RA 9184

The undersigned       Name of Authorized Representative      , in his/her capacity as the \_\_\_\_\_, and as authorized signatory of       Name of Company      , a single/proprietorship/partnership/corporation, duly registered and existing under the laws of the Philippines after having been duly sworn in accordance with law, do hereby depose, state, warrant, waive and undertake the following, in relation to the Bidding for the **Procurement of Trucking Services for the Inter/Intra-Regional and Intra/Branch Transfer of Grains of NFA Western Visayas for January to December 31, 2025.**

1. That the       (Name of Company)       and any and all of its officers, directors or controlling stockholders/owners hereby undertake and commit to duly and strictly comply and abide with the following:

***“Any Court action including any petition for a preliminary or mandatory injunction or a temporary restraining order, or any other provisional remedy may be resorted to only after the protests contemplated in the Instructions to Bidders shall have been completed and all administrative remedies have been exhausted. Cases that are filed in violation of the process specified herein shall be dismissed of lack of jurisdiction. The regional trial court shall have jurisdiction over final decisions of the head of procuring entity. Court actions shall be governed by Rule 65 of the 1997 Rules of Civil Procedure.”***

2. That failure on the part of the       (Name of Company)       and/or any and all of its officers, directors or controlling stockholders/owners to comply and abide with the above-stated provisions shall result to the automatic dismissal for lack of jurisdiction, lack of cause of action, prematurity and/or forum shopping of any court action that may be filed by the       (Name of Company)       and/or any and all of its officers, directors or controlling stockholders/owners or by anyone in behalf of the latter relative, pertinent, corollary to or in connection with the subject bidding process;

3. That the       (Name of Company)       and/or any and all of its officers, directors or controlling stockholders/owners hereby bind themselves that any such court action that may be filed relative or pertinent to the bidding process concerned can only be filed in the jurisdiction of the courts of Quezon City of the complete exclusion of any other venue as said other venues are hereby completely waived;

4. That further, failure to comply and abide with the immediately foregoing shall result to the automatic dismissal of such court action that may be filed for lack of jurisdiction or lack of cause of action;

The undersigned further attests to the truth and correctness of the foregoing statements, waivers and undertakings according to his/her personal knowledge.

**SIGNED** this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ at  
\_\_\_\_\_

\_\_\_\_\_  
Signature over Printed Name of Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_ in the \_\_\_\_\_, affiant exhibited to me his/her Government Identification Card \_\_\_\_\_.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20 \_\_\_\_\_

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

**SWORN STATEMENT**

I, *[Name of Bidder/Representative]*, of legal age, with residence and address at \_\_\_\_\_, after having been duly sworn to in accordance with law, hereby depose and state:

1. That *[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. That with regard to the bidding of **Procurement of Trucking Services for the Inter/Intra-Regional and Intra-Branch Transfer of Grains of NFA Western Visayas for January to December 31, 2025** *[ Name of Bidder]* is attesting that it undertakes to abide and strictly comply with the provisions of Republic Act 9184 more particularly Section 58. Resort to Regular Courts' Certiorari in relation to Sections 55, 56 and 57 of the same Act;
3. That I am making this statement as part of the bidding requirement for **Procurement of Trucking Services for the Inter/Intra-Regional and Intra-Branch Transfer of Grains of NFA Western Visayas for January to December 31, 2025.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_,  
2025 at \_\_\_\_\_, Philippines.

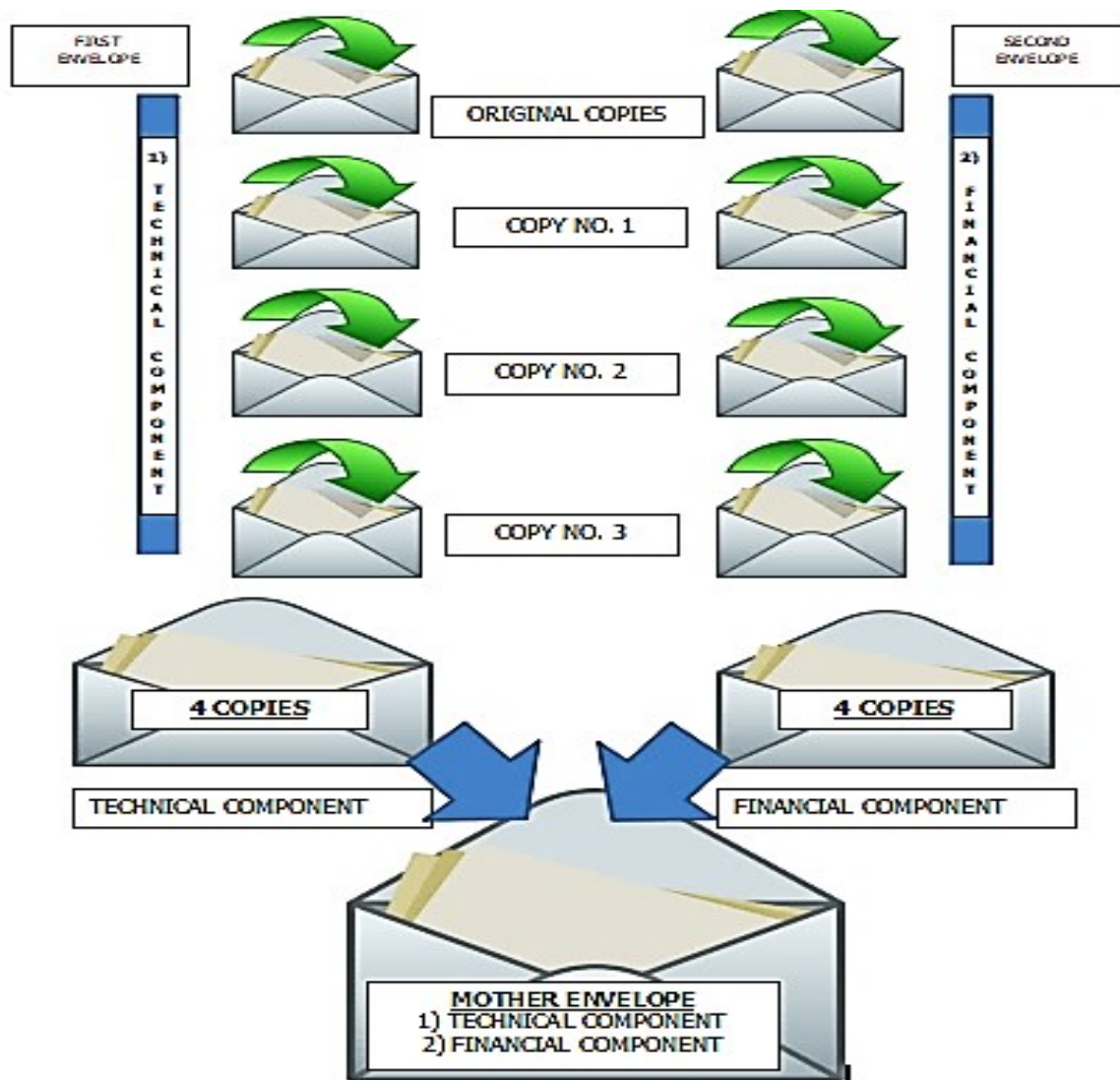
\_\_\_\_\_  
Name, Signature and Designation of Owner/Proprietor or  
Authorized Representative

Affiant  
*[JURAT]*

# **Section X. Illustrations on Marking and Sealing of Bids**

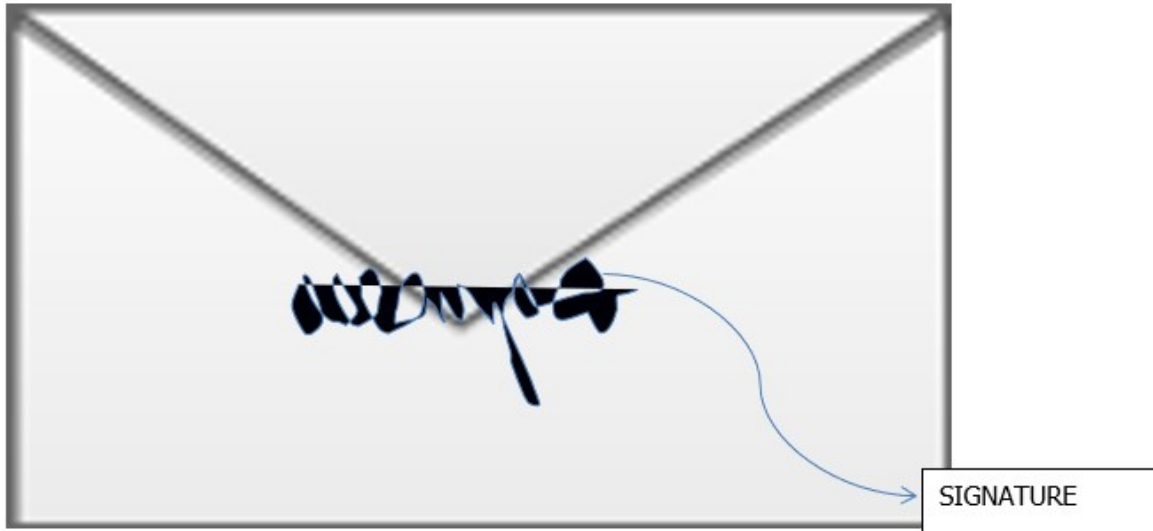


# PROCEDURE ON BID DOCUMENTS SEALING



## NOTE:

1. All folders/envelopes submitted should have the required labels/markings.
2. Signature of bidder or authorized representative is required in every sealed envelope.



**PROCUREMENT OF TRUCKING SERVICES FOR THE INTER/INTRA-REGIONAL AND  
INTRA-BRANCH TRANSFER OF GRAINS OF NFA WESTERN VISAYAS  
FOR JANUARY TO DECEMBER 31, 2025**

**Project Identification/Reference No. NFA-2024-RBAC-REGVI-023  
ORIGINAL\* - TECHNICAL COMPONENT (FIRST ENVELOPE)**

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

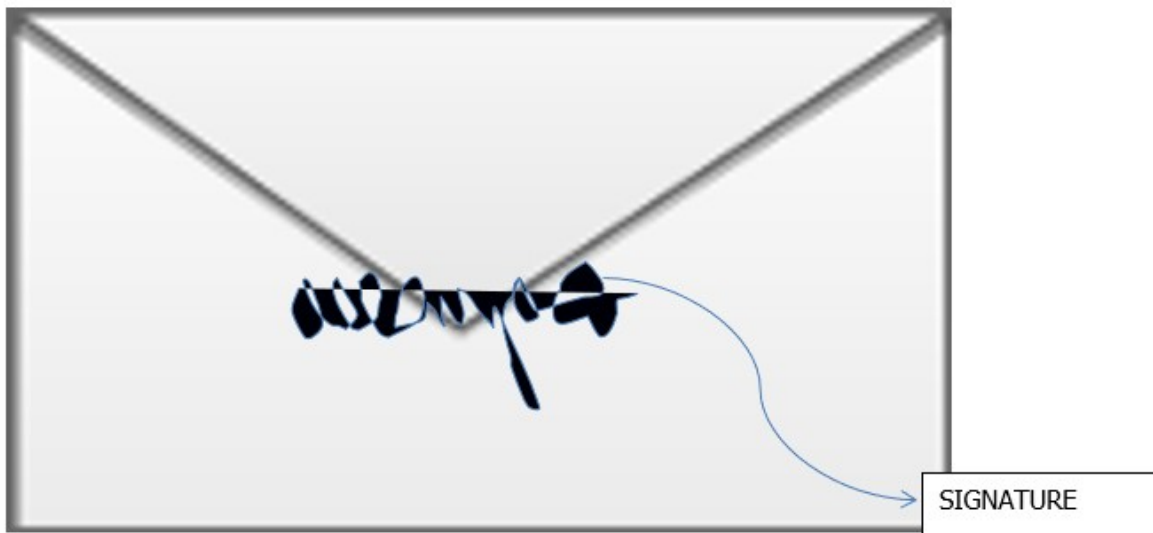
Address: \_\_\_\_\_

REGIONAL BIDS AND AWARDS COMMITTEE (RBAC)  
NATIONAL FOOD AUTHORITY WESTERN VISAYAS REGIONAL OFFICE  
QUINTIN SALAS, JARO, ILOILO CITY

**DO NOT OPEN BEFORE 10:00 AM ON JANUARY 15, 2025**

## **TECHNICAL COMPONENT MARKINGS**

\* FOR THE PHOTOCOPIES, INDICATE IF:  
COPY NO. 1  
COPY NO. 2  
COPY NO. 3



**PROCUREMENT OF TRUCKING SERVICES FOR THE INTER/INTRA-REGIONAL AND  
INTRA-BRANCH TRANSFER OF GRAINS OF NFA WESTERN VISAYAS  
FOR JANUARY TO DECEMBER 31, 2025**

**Project Identification/Reference No. NFA-2024-RBAC-REGVI-023  
ORIGINAL\* - FINANCIAL COMPONENT (SECOND ENVELOPE)**

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

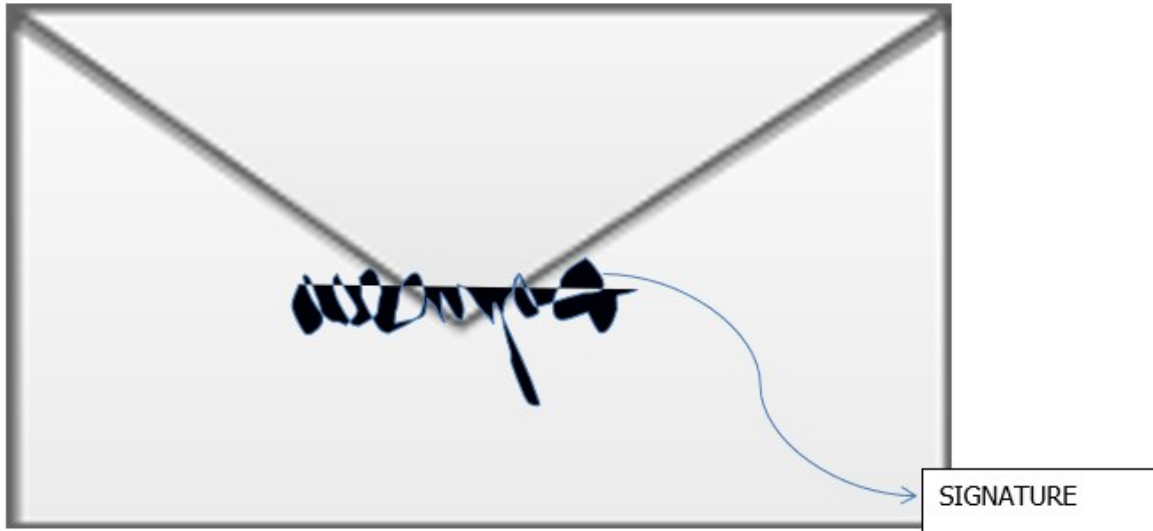
Address: \_\_\_\_\_

REGIONAL BIDS AND AWARDS COMMITTEE (RBAC)  
NATIONAL FOOD AUTHORITY WESTERN VISAYAS REGIONAL OFFICE  
QUINTIN SALAS, JARO, ILOILO CITY

**DO NOT OPEN BEFORE 10:00 AM ON JANUARY 15, 2025**

## **FINANCIAL COMPONENT MARKINGS**

\* FOR THE PHOTOCOPIES, INDICATE IF:  
COPY NO. 1  
COPY NO. 2  
COPY NO. 3



**PROCUREMENT OF TRUCKING SERVICES FOR THE INTER/INTRA-REGIONAL AND  
INTRA-BRANCH TRANSFER OF GRAINS OF NFA WESTERN VISAYAS  
FOR JANUARY TO DECEMBER 31, 2025**

**Project Identification/Reference No. NFA-2024-RBAC-REGVI-023  
ORIGINAL BID\***

Name of Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_

REGIONAL BIDS AND AWARDS COMMITTEE (RBAC)  
NATIONAL FOOD AUTHORITY WESTERN VISAYAS REGIONAL OFFICE  
QUINTIN SALAS, JARO, ILOILO CITY

**DO NOT OPEN BEFORE 10:00 AM ON JANUARY 15, 2025**

## **MOTHER ENVELOPE**

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

\* FOR THE PHOTOCOPIES, INDICATE IF:  
COPY NO. 1  
COPY NO. 2  
COPY NO. 3

