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# **NFA REGION VI (WESTERN VISAYAS) BIDDING DOCUMENTS**

Date of Issue: November 24, 2021

**NEGOTIATED PROCUREMENT OF MILLING  
SERVICES FOR THE RICE REQUIREMENTS OF NFA  
ILOILO BRANCH OFFICE FOR NOVEMBER TO  
DECEMBER 2021  
THROUGH PAYMENT-IN-KIND (PIK) SCHEME**

**Project Reference No. NFA-2021-RBAC-REG-VI-023**

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National Food Authority  
**REGION VI (WESTERN VISAYAS)**

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Republic of the Philippines  
**NATIONAL FOOD AUTHORITY**  
 REGION VI (Western Visayas)

Quintin Salas, Jaro, Iloilo City 5000

Website Address: [www.nfa.gov.ph](http://www.nfa.gov.ph) / E-mail Address: [region6@nfa.gov.ph](mailto:region6@nfa.gov.ph)

## REQUEST FOR QUOTATION

### NEGOTIATED PROCUREMENT OF MILLING SERVICES FOR THE RICE REQUIREMENT OF NFA ILOILO BRANCH OFFICE FOR THE PERIOD NOVEMBER TO DECEMBER 2021 THROUGH PAYMENT-IN-KIND (PIK) SCHEME

#### Project Reference No. **NFA-2021-RBAC-REG-VI-023**

- The NATIONAL FOOD AUTHORITY (NFA) Regional Office VI, through its Corporate Operating Budget, intends to apply the sum of **TWENTY-NINE MILLION THREE HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED FORTY-FOUR PESOS AND 12/100 (P29,328,344.12)**, being the Approved Budget of the Contract (ABC), inclusive of VAT through Payment-In-Kind (PIK) Scheme, to payments under the contract for the **Negotiated Procurement of Milling Services for the Rice Requirements of NFA Iloilo Branch Office for the period November to December 2021 Through Payment-in-Kind (PIK) Scheme with Project Reference No. NFA-2021-RBAC-REG-VI-023**. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening. Details as follows:

LOT	WAREHOUSE / LOCATION	ESTIMATED VOLUME OF PALAY INPUT (in bags of 50 kg)	RICE OUTPUT AT MINIMUM GUARANTEED MILLING RECOVERY (GMR)	MINIMUM GMR%	ESTIMATED VALUE OF PIK	RATE OF DELIVERY FEE	DELIVERY FEE	TOTAL ABC
1	JARO TRIPLEX / KABSACA TRIPLEX, JARO, ILOILO CITY	30,000	18,900	63.00%	2,269,500.00	12.20	230,580.00	2,500,080.00
2		20,000	12,600	63.00%	1,513,000.00	12.20	153,720.00	1,666,720.00
3		20,000	12,600	63.00%	1,513,000.00	12.20	153,720.00	1,666,720.00
4		20,000	12,600	63.00%	1,513,000.00	12.20	153,720.00	1,666,720.00
5		15,000	9,450	63.00%	1,134,750.00	17.28	163,296.00	1,298,046.00
6		15,000	9,450	63.00%	1,134,750.00	12.20	115,290.00	1,250,040.00
7		10,000	6,300	63.00%	756,500.00	12.20	76,860.00	833,360.00
8		10,000	6,300	63.00%	756,500.00	6.08	38,304.00	794,804.00
9		10,000	6,300	63.00%	756,500.00	12.20	76,860.00	833,360.00
10		10,000	6,300	63.00%	756,500.00	12.20	76,860.00	833,360.00
11		8,915	5,616	63.00%	674,419.75	12.20	68,520.69	742,940.44
12	3D FCRC - LEGANES, ILOILO	15,000	9,450	63.00%	1,134,750.00	12.20	115,290.00	1,250,040.00
13		15,000	9,450	63.00%	1,134,750.00	12.20	115,290.00	1,250,040.00
14		21,085	13,284	63.00%	1,595,080.25	17.28	230,351.31	1,825,431.56
15	DUMANGAS GC /DUMANGAS, ILOILO	30,000	18,900	63.00%	2,269,500.00	12.20	230,580.00	2,500,080.00
16		20,000	12,600	63.00%	1,513,000.00	18.72	235,872.00	1,748,872.00
17		20,000	12,600	63.00%	1,513,000.00	12.20	153,720.00	1,666,720.00
18		20,000	12,600	63.00%	1,513,000.00	12.20	153,720.00	1,666,720.00
19		15,000	9,450	63.00%	1,134,750.00	12.20	115,290.00	1,250,040.00
20		10,000	6,300	63.00%	756,500.00	12.20	76,860.00	833,360.00
21	POTOTAN GC - POTOTAN, ILOILO	15,000	9,450	63.00%	1,134,750.00	17.28	163,296.00	1,298,046.00
	<b>GRAND TOTAL</b>	<b>350,000</b>	<b>220,500</b>		<b>26,477,500.00</b>		<b>2,898,000.00</b>	<b>29,375,500.00</b>

2. The NFA Region VI (Western Visayas) now invites millers to bid for the **“Negotiated Procurement of Milling Services for the Rice Requirements of NFA Iloilo Branch Office Through Payment-in-Kind (PIK) Scheme”** that shall cover the period **November to December 2021** with the following qualifications:

- A. Must be owner/ operator of rice mill compliant with the following required minimum specifications:

**For multi-pass ricemill**

Ricemill Parameters

1. Classification : Multi-pass Rice Mill
2. Capacity : 1.5-TPH based on paddy input (minimum)

Rice Mill Equipment

1. Dehuller : Should be rubber-roll type  
75.0% Hulling Efficiency (minimum)
2. Polisher : A combination of Abrasive and/or Friction-type polishers
3. Destoner : Required

**For single- pass ricemill**

Ricemill Parameters

1. Classification : Single Pass
2. Capacity : 1.0-TPH based on paddy input (minimum)

Rice Mill Equipment

1. Dehuller : Should be rubber-roll type  
75.0% Hulling Efficiency (minimum)
2. Milling Degree : Can accommodate RMR and WMR

- B. With at least three (3) years experience in operating a rice milling business with the above rice mill specification.
  - C. Must have passed the latest test milling procedure conducted by the concerned Branch Office.
3. Please quote your lowest price quotation inclusive of VAT and submit not later than November 29, 2021 at 9:30AM, personally or through your authorized representative.
  4. Bidding will be conducted through negotiated procurement under emergency cases using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.
  5. The schedule of the Regional Bids and Awards Committee (RBAC) activities as follows:

<b>ACTIVITIES</b>	<b>SCHEDULE</b>
Posting/Advertisement of Price Quotation	November 24, 2021
Submission and Receipt of Price Quotation	November 29, 2021 not later than 9:30AM
Opening of Price Quotation	November 29, 2021 at 10:00AM

6. A complete set of Bidding Documents may be acquired by interested Bidders from the RBAC Secretariat and upon payment of the applicable fee for each lot from November 24, 8:00am to 5:00pm until November 29 at 9:00am (working days only) from the given address and upon payment of the applicable fee for each lot.

The amount of bidding fees per lot are as follows:

LOT	WAREHOUSE / LOCATION	TOTAL ABC	BIDDING FEE
1	JARO TRIPLEX / KABSAKA TRIPLEX, JARO, ILOILO CITY	2,500,080.00	P5,000.00
2		1,666,720.00	P5,000.00
3		1,666,720.00	P5,000.00
4		1,666,720.00	P5,000.00
5		1,298,046.00	P5,000.00
6		1,250,040.00	P5,000.00
7		833,360.00	P1,000.00
8		794,804.00	P1,000.00
9		833,360.00	P1,000.00
10		833,360.00	P1,000.00
11		742,940.44	P1,000.00
12	3D FCRC - LEGANES, ILOILO	1,250,040.00	P5,000.00
13		1,250,040.00	P5,000.00
14		1,825,431.56	P5,000.00
15	DUMANGAS GC /DUMANGAS, ILOILO	2,500,080.00	P5,000.00
16		1,748,872.00	P5,000.00
17		1,666,720.00	P5,000.00
18		1,666,720.00	P5,000.00
19		1,250,040.00	P5,000.00
20		833,360.00	P1,000.00
21	POTOTAN GC - POTOTAN, ILOILO	1,298,046.00	P5,000.00
	<b>GRAND TOTAL</b>	<b>29,375,500.00</b>	

It may also be downloaded free-of-charge from NFA website provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their price quotations in order to participate in the bidding process.

7. The duly signed Price Quotations together with the other required documents must be submitted manually and duly received by the BAC Secretariat at 3<sup>RD</sup> Floor, NFA Regional Office VI, Quintin Salas, Jaro, Iloilo City on or before 9:30 AM of November 29, 2021.
8. The sealed Price Quotations together with other required documents shall be opened on the same date, November 29, 2021 at 10:00am subject to the Terms and Conditions stated therein.

**TERMS AND CONDITIONS:**

- a. The Negotiated Procurement of Milling Services for the Rice Requirements of NFA Iloilo Branch Office for the period November to December 2021 Through Payment-in-Kind (PIK) Scheme is open to owners/operators of ricemill, who are technically, legally and financially capable suppliers;
- b. A certified photocopy of the required documents shall be accomplished, satisfied, and must be submitted together with the Financial Bid Forms in a sealed envelope:

<b>No.</b>	<b>REQUIREMENT</b>
<b>1</b>	Mayor's Permit/Business Permit for 2021 where the principal place of business is located
<b>2</b>	PhilGEPS Platinum Certificate of Registration
<b>3</b>	Income/Business Tax Returns for the 2 <sup>nd</sup> and 3 <sup>rd</sup> Quarter of 2021
<b>4</b>	Duly notarized Omnibus Sworn Statement by the prospective bidder or its duly authorized representative in the form prescribed by the GPPB
<b>5</b>	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.
<b>6</b>	Conformity with the Schedule of Requirements
<b>7</b>	Conformity with the Technical Specifications
<b>8</b>	Certification issued by the concerned NFA Branch Office stating that: a. The prospective bidder's rice mill passed all the parameters of the technical specifications based on the results of the latest test milling operations conducted; b. The actual/effective 12-hour input capacity of the prospective bidder's ricemill is based on the results of the said test milling
<b>9</b>	Certificate of Clearance signed by the concerned NFA Branch Manager and Accountant III for previous milling contract/s, if applicable
<b>10</b>	Certification issued by the concerned NFA Branch Office that the prospective bidder is not a defaulting miller-contractor

*Bidders with updated records with NFA may not submit requirements no. 1, 2 and 8.*

- c. Bidders must submit their price quotations using prescribed Financial Bid Forms (Schedule of Prices (Bid Form A) and Price Quotations Form (Bid Form B)). All entries must be typewritten or printed legibly;
9. Late offer/s shall not be accepted.
  10. Offer/s received in excess of the ABC per lot shall be automatically rejected.
  11. Total amount of the quotations per lot should be inclusive of VAT and all other taxes.
  12. The sealed envelopes shall be opened and checked in the presence of the offeror/s or his authorized representatives who choose to attend the opening of price quotations.
  13. The award of the contract which is on a per lot basis, shall be given to the offeror/s who will be rated "complying" to the Technical Specifications and will be found to have the Lowest Calculated Responsive Quotation for the specific lot.
  14. The procedures for the opening of sealed offer/quotation under Republic Act 9184 and its 2016 IRR shall be observed.

The NATIONAL FOOD AUTHORITY, Regional Office VI reserves the right to reject any and all Bids, declare a failure of bidding, or not award the contract at any time prior to award of contract in accordance with Section 35.6 and 41 of the 2016 revised IRR of RA 9184, without thereby incurring any liability to the affected Bidder/s.

For information/inquiries, please refer to:

Names of Contact Officer	:	<b>EASTER MARIE A. SAMPIANO</b> Secretariat Head
Postal Address	:	<b>National Food Authority</b> <b>Regional Office VI</b> <b>Jaro, Iloilo City</b>
Telephone No.	:	<b>(033) 320-6246</b>
Website Address	:	<b><u>www.nfa.gov.ph</u></b>
E-mail Address	:	<b><u>region6@nfa.gov.ph</u></b>

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

**www.nfa.gov.ph**

**Posting:**

PhilGEPS	:	Not Applicable
NFA Website	:	November 24, 2021
NFA Conspicuous Places	:	November 24, 2021

  
**HERRIELLE V. JUMAGBAS**  
Chairperson, Regional Bids & Awards Committee  
and Acting Asst. Regional Director, NFA Region VI

## **TERMS OF REFERENCE (TOR)**

### **A. Name of the Project**

Negotiated Procurement of Milling Services for the Rice Requirements of NFA Iloilo Branch Office for the Period November to December 2021 Through Payment-in-Kind (PIK) Scheme with Project Reference No. NFA-2021-RBAC-REG-VI-023.

### **B. Scope of Services.** Provision of milling services by owner/operator of rice mill compliant with the hereunder minimum required specifications:

#### **For multi-pass ricemill**

##### Ricemill Parameters

1. Classification : Multi-pass Rice Mill
2. Capacity : 1.5-TPH based on paddy input (minimum)

##### Rice Mill Equipment

1. Dehuller : Should be rubber-roll type  
75.0% Hulling Efficiency (minimum)
2. Polisher : A combination of Abrasive and/or Friction-type polishers
3. Destoner : Required

#### **For single- pass ricemill**

##### Ricemill Parameters

1. Classification : Single Pass
2. Capacity : 1.0-TPH based on paddy input (minimum)

##### Rice Mill Equipment

1. Dehuller: Should be rubber-roll type  
75.0% Hulling Efficiency (minimum)
2. Milling Degree : Can accommodate RMR and WMR

### **C. Quantity/Volume of Stocks and Approved Budget for the Contract (ABC)** The estimated volume of palay stocks programmed to be milled, the rice output computed at minimum guaranteed milling recovery of 63% and the ABC for the projects presented as follows:



## D. DELIVERY PERIOD

Immediately after the receipt of the Contractor of the Notice to Proceed taking into account the emergency nature of the project.

## E. TECHNICAL SPECIFICATIONS

### 1. Ricemill specifications

#### a. For multi-pass ricemill

##### Ricemill Parameters

1. Classification : Multi-pass Rice Mill
2. Capacity : 1.5-TPH based on paddy input (minimum)

##### Rice Mill Equipment

1. Dehuller : Should be rubber-roll type  
75.0% Hulling Efficiency (minimum)
2. Polisher : A combination of Abrasive and/or Friction-type polishers
3. Destoner : Required

#### b. For single- pass ricemill

##### Ricemill Parameters

1. Classification : Single Pass
2. Capacity : 1.0-TPH based on paddy input (minimum)

##### Rice Mill Equipment

1. Dehuller :Should be rubber-roll type  
75.0% Hulling Efficiency (minimum)
2. Milling Degree :Can accommodate RMR and WMR

### 2. Quality specifications of Input/Output

PARTICULARS	REQUIREMENTS
<b>A. Palay Input (Variety Code)</b>	<b>PD1</b>
<b>Rice Output (Variety Code)</b>	<b>WD1</b>
<b>B. Milling Degree</b>	<b>Well Milled Rice</b>
<b>C. Required Minimum Rice Recovery</b>	63.00%***
<b>D. Technical Specifications of Milled Rice</b>	
Brokens (maximum) total including brewers (1% max)	40.00%
Head Rice (minimum)	60.00%
Foreign Matter (maximum)	0.20%/0.25%
Paddy (maximum), number per 1,000 grams	25
Moisture Content (maximum)	14.00%
Bran Streaks	1.00%-19.00%
Discolored/Damaged Kernels	0%-7%
<b>E. The milled rice shall be free from objectionable odor and insect infestation</b>	

\*\*\* Based on contracted GMR, which should not be less than 63%

#### **Legend:**

1. PD1	Palay dry with purity 95%-100% or 90%-94.9%; Chalky and Immature Kernel of 12% maximum; Discolored and Damaged Kernels of 0%-7%, Red Kernel of 5% maximum; Moisture Content of 14% and below
2. WD1	Milled rice output of PD1 with milling degree of well milled

**The above Technical Specifications shall be supported by the following valid documents:**

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

**F. CONTRACT AWARD**

The contract shall be awarded to the offeror who was rated "complying" to the Technical Specifications and has been found to have the Lowest Calculated Responsive Quotation.

**G. PERFORMANCE SECURITY**

Within seven (7) 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 offeror/bidder shall furnish the performance security in any of the following acceptable forms:

<b>Form of Performance Security</b>	<b>Amount of Performance Security (Not less than the Percentage of the Total Contract Price)</b>
(a) Cash or cashier's/manager's check issued by a 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.	Five percent (5%)
(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%)

## **H. OBLIGATIONS OF NFA**

The NFA shall:

1. Issue or execute Notice to Proceed for the palay milling services to the miller with the most advantageous contract price;
2. Prepare a daily milling report showing the detailed daily issuances of palay and balances of milled rice recoveries of a particular batch, as well as the running totals for issues. The report shall also include issues, receipts and balances of empty sacks;
3. Warehouse Stock Issue (WSI) for palay withdrawn by the CONTRACTOR from designated issuing warehouses and Warehouse Stock Receipt (WSR) for milled rice recoveries from the CONTRACTOR's mill delivered to the NFA designated receiving warehouses;
4. Provide empty sacks to CONTRACTOR to serve as containers for the milled rice due to the NFA using Empty Sack Issue (ESI) to document all issuance(s) of empty sacks to miller-contractor and Empty Sack Receipt (ESR) to document all empty sacks returned to NFA from the CONTRACTOR's trust and mill site;
5. Accept all deliveries of milled rice that conform to NFA specifications;
6. Pay the CONTRACTOR the delivery expenses that the latter will incur in the delivery to NFA of the Contracted Milling Recovery Output from the CONTRACTOR's mill-site to the NFA designated warehouse at the NFA approved trucking rates.
7. In case NFA receives written report from the CONTRACTOR regarding suspension or stoppage of milling operations due to mechanical breakdown, the NFA shall:
  - a. Issue suspension order if the suspension or stoppage of milling operations will not delay / compromise the original schedule of delivery; and
  - b. Deny the request through a written notice if the suspension or stoppage of milling operations will delay / compromise the original schedule of delivery. Demand in writing that the Miller shall look for another Rice Mill under the same at contractor's expense until the latter can comply with his / her obligations with corresponding penalties, if any, otherwise rescind the contract with damages. In this event, a new bidding of milling services shall be conducted;
8. Suspend the implementation of the contract in cases of emergency / force majeure/fortuitous event, until the situation returns to normal.

## **I. OBLIGATIONS OF THE MILLER-CONTRACTOR**

The Miller Contractor shall:

1. Withdraw and transport the palay and empty sacks from NFA warehouse to mill site and milled rice recoveries as well as unused empty sacks. The contractor shall not charge storage fee while the stocks / empty sacks are in his custody;
2. Acknowledge all palay and empty sacks issued by NFA in the WSI and ESI. The Authority to Issue (AI), Warehouse Stock Issue (WSI), Sack Issuance Authority (SIA), Empty Sack Issue (ESI), Warehouse Stock Receipt (WSR), and Empty Sack Receipt (ESR) shall be the bases for the examination of the CONTRACTOR's accountability for palay, empty sacks, and recoveries;

3. Prioritize the milling of the NFA stocks and Milling shall be exclusive and continuous at a minimum volume per batch of one (1) to three (3) days of milling capacity on a 12-hr operation input at least five (5) days a week. In case CONTRACTOR fails to continuously and exclusively mill the NFA stocks, CONTRACTOR acknowledges NFA's right to terminate the contract with or without notice;
4. Place the 50 kg of milled rice in the containers provided by NFA. The NFA stocks, empty sacks and recoveries shall be segregated and be made identifiable from other stocks or piles. Bin cards shall be placed in every pile;
5. Ensure that palay sacks are not damaged during milling operations. Hence, hooks shall not be used in handling the NFA's palay and milled rice stocks;
6. Deliver the milled stocks, palay MTS, and unused empty rice sacks, if any, not later than the third (3<sup>rd</sup>) day from the date of the last WSI issued for a particular AI (batch) and shall be completed not later than the fifth (5<sup>th</sup>) day from date of said last WSI;
7. Suspend the milling operation in case the milled rice does not conform with the required milling quality / specification and notify NFA in writing within 24 hours. Failure of the CONTRACTOR to notify NFA in writing shall make the CONTRACTOR liable for the consequences;
8. Secure Fire Insurance from an insurer duly registered with the Insurance Commission and acceptable to the NFA to cover fire, floods and typhoons in an amount equivalent to One Hundred Percent (100%) of the book value of issued stocks from a minimum of two (2)-day to a maximum of six (6)-day palay input capacity of the CONTRACTOR's mill on a 12-hour per day operation. Such insurance shall be effective on the day of the first issuance of stocks to the CONTRACTOR;
9. Responsible for the filing and payment of necessary taxes related to his / her palay milling transactions with the NFA, if applicable; and
10. In consonance with Republic Act No. 10611 or the Food Safety Act of 2013, ensure that trucks to be used in the delivery of rice recoveries are 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.

## **J. DEFAULT AND PENALTY**

1. The Contractor shall be in default under the following conditions:
  - A. The NFA palay was substituted with newly harvested palay or palay with inferior quality, and/or mixed/blended with sub-standard rice or substituted with inferior quality rice, the Contractor shall automatically be deemed in default;
  - B. Failure to meet NFA specifications; and
  - C. Failure to deliver the milled rice recovery **within five (5) days**, reckoned from the date of issuance of the WSI of a particular AI / batch.
  - D. Failure to mill and/or deliver NFA stocks within the period specified in the Contract Agreement.
2. Upon the occurrence of any the foregoing events of default, the NFA shall require the CONTRACTOR within fifteen (15) days from Notice of Default to either:

- a. For Item 1.a. and 1. b., restitute the undelivered stocks / sacks by delivering rice or palay or MTS plus pay a penalty computed at 1/10<sup>th</sup> of 1% of the book value of the undelivered stocks / sacks per day of delay starting from the day of default:
  - i. If restitution shall be in rice form, the rice should be in accordance with the specification required of the stocks issued him and in such quantity that should be equivalent to the recoveries of the palay issued him plus the corresponding penalty.
  - ii. If restitution shall be in palay form such palay should be of the same quality as that issued to him and in such quantity that should be equivalent to the quantity issued him plus the corresponding penalty.
- b. In case of failure to deliver the milled rice recovery **within five (5) days**, reckoned from the date of issuance of the WSI of the particular AI/batch, the CONTRACTOR shall to pay a penalty for delay computed at 1/10<sup>th</sup> of 1% of the **book value** of the undelivered stocks / sacks per day of delay;
- c. In case of failure to mill and/or deliver NFA stocks within the period specified in the Framework/Contract Agreement or as provided in the Call-Off, the CONTRACTOR shall pay a penalty for delay computed at 1/10<sup>th</sup> of 1% of the **cost of the unperformed portion** of the total amount of the items ordered per Call-Offs for everyday of delay.

#### **K. SPECIAL PROVISIONS**

1. The NFA does not warrant the full milling of the awarded volume during the effectivity of the contract;
2. The CONTRACTOR shall be accountable for NFA's palay, rice, by-products and empty sacks from the time it acknowledges the receipts until such time that all milled rice and empty sacks have been fully delivered to and accepted by the NFA;
3. The CONTRACTOR shall be held liable in case of failure to comply with terms and conditions in accordance with existing laws and decrees of the fault is attributable to him / her;
4. In case the CONTRACTOR has any outstanding obligations with the NFA, the latter shall have the right to retain 100% of the money value of whatever receivables the CONTRACTOR may have from NFA and apply the same by way of compensation for the obligations;
5. In case of litigation arising from this contract, the CONTRACTOR agrees to pay liquidated damages in the amount of not less than Fifty Thousand Pesos (Php50,000.00) plus cost of suit;
6. The basis for the examination of accountabilities of CONTRACTOR shall be the palay, by-products and empty sacks issued vis-à-vis the rice delivered and empty sacks returned; and
7. The minimum volume to be issued for milling at any one time shall be based on the milling capacity of the rice mill equivalent to two (2) batches of its 12-hrs milling capacity per day.

## **L. PAYMENT**

1. Payment for the milling services rendered shall be in kind. The CONTRACTOR agrees to accept as full payment, any and all by-products as well as the rice recoveries in excess of the Contracted Milling Recovery (GMR) of the actual volume milled. Hence, there shall be NO CASH OUTLAY from NFA for payment of milling services including payment for the delivery of rice recoveries from mill to designated receiving warehouses.
2. All payments for the Contractor shall be made at the Branch Office concerned which has jurisdiction over the Project.
3. All payments to the Contractor under this Contract shall be subject to the usual accounting and auditing rules and regulations.

The NFA Branch Office thru the Stock Accountable Officers and Quality Assurance Officers at the receiving warehouses of the milled rice recoveries shall conduct the final classification and weighing of the Miller-Contractor's delivered milled rice recoveries to determine its conformity or compliance (or lack of it) with the requirements and specifications enumerated in the Terms of Reference.

## **M. RESERVATION CLAUSE**

The NATIONAL FOOD AUTHORITY reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

Approved by:

(SGD)

**LILIBETTE P. IGNACIO**

Acting Regional Manager/Head of  
Procuring Entity (HOPE)

### **Posting:**

PhilGEPS	: Not Applicable
NFA Website	: November 24, 2021
NFA Conspicuous Places	: November 24, 2021

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

---

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

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

8. *[Name of Bidder]* complies with existing labor laws and standards ;and
9. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
10. *[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.
- 11. 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]*



**Authority of Signatory  
Secretary's Certificate**

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

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

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

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

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

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

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

\_\_\_\_\_

This day of \_\_\_\_\_ at \_\_\_\_\_ .

\_\_\_\_\_  
**Corporate Secretary**

**ACKNOWLEDGMENT**

**SUBSCRIBED AND SWORN TO BEFORE ME**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, affiant exhibited to me his/her government issued ID No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
**Notary Public**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_\_\_\_ [date issued], [place issued]  
IBP No. \_\_\_\_\_ [date issued], [place issued]

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



## Bidder's Statement of Conformity to the Schedule of Requirements

LOT	WAREHOUSE / LOCATION	ESTIMATED VOLUME OF PALAY INPUT (in bags of 50 kg)	RICE OUTPUT AT MINIMUM GUARANTEED MILLING RECOVERY (GMR)	DELIVERY POINTS	DELIVERY PERIOD	Bidder's Statement of Compliance*
1	JARO TRIPLEX / KABSAKA – JARO, ILOILO CITY	30,000	18,900	KABSAKA TRIPLEX / JARO TRIPLEX - JARO, ILOILO CITY	Upon effectivity of the Contract Agreement until December 31, 2021.	
2		20,000	12,600			
3		20,000	12,600			
4		20,000	12,600			
5		15,000	9,450			
6		15,000	9,450			
7		10,000	6,300			
8		10,000	6,300			
9		10,000	6,300			
10		10,000	6,300			
11		8,915	5,616			
12	3D FCRC - LEGANES, ILOILO	15,000	9,450			
13		15,000	9,450			
14		21,085	13,284			
15	DUMANGAS GC – DUMANGAS, ILOILO	30,000	18,900			
16		20,000	12,600			
17		20,000	12,600			
18		20,000	12,600			
19		15,000	9,450			
20		10,000	6,300			
21	POTOTAN GC - POTOTAN, ILOILO	15,000	9,450			
	<b>GRAND TOTAL</b>	<b>350,000</b>	<b>220,500</b>			

**\*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**

## Bidder's Statement of Conformity to the Technical Specifications

ITEM/SERVICE	SPECIFICATIONS	BIDDER'S STATEMENT OF COMPLIANCE																																																					
Palay Milling Services	<p><b>I. RICEMILL SPECIFICATIONS:</b> <i>For multi-pass ricemill</i></p> <p><u>Ricemill Parameters</u> Classification : Multi-pass Rice Mill Capacity : 1.5-TPH based on paddyinput</p> <p><u>Rice Mill Equipment</u> Dehuller : Should be rubber-roll type with75.0% Hulling Efficiency (minimum) Polisher : A combination of Abrasiveand/or Friction-type polishers Destoner : Required</p> <p><i>For single- pass ricemill</i></p> <p><u>Ricemill Parameters</u> Classification : SinglePass Capacity : 1.0-TPH based on paddyinput</p> <p><u>Rice Mill Equipment</u> Dehuller : Should be rubber-roll type with75.0% Hulling Efficiency (minimum) Milling Degree : Can accommodate RMR andWMR</p>																																																						
	<p style="text-align: center;"><b>II. QUALITY SPECIFICATIONS OF INPUT/OUTPUT</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">PARTICULARS</th> <th colspan="2" style="width: 50%;">REQUIREMENTS</th> </tr> </thead> <tbody> <tr> <td><i>A. Palay Input (Variety Code)</i></td> <td style="text-align: center;">PD1</td> <td style="text-align: center;">PD3</td> </tr> <tr> <td><i>Rice Output (Variety Code)</i></td> <td style="text-align: center;">WD1</td> <td style="text-align: center;">WD2</td> </tr> <tr> <td><i>B. Milling Degree</i></td> <td style="text-align: center;">Well Milled Rice</td> <td style="text-align: center;">Well Milled Rice</td> </tr> <tr> <td><i>C. Required Minimum Rice Recovery</i></td> <td style="text-align: center;">63.00% ***</td> <td style="text-align: center;">63.00% ***</td> </tr> <tr> <td><i>D. Technical Specifications of Milled Rice</i></td> <td></td> <td></td> </tr> <tr> <td>Brokens (maximum) total including brewers (1% max)</td> <td style="text-align: center;">40.00%</td> <td style="text-align: center;">40.00%</td> </tr> <tr> <td>Head Rice (minimum)</td> <td style="text-align: center;">60.00%</td> <td style="text-align: center;">60.00%</td> </tr> <tr> <td>Foreign Matter (maximum)</td> <td style="text-align: center;">0.20%/0.25%</td> <td style="text-align: center;">0.20%/0.25%</td> </tr> <tr> <td>Paddy (maximum), number per 1,000 grams</td> <td style="text-align: center;">25</td> <td style="text-align: center;">25</td> </tr> <tr> <td>Moisture Content (maximum)</td> <td style="text-align: center;">14.00%</td> <td style="text-align: center;">14.00%</td> </tr> <tr> <td>Bran Streaks</td> <td style="text-align: center;">1.00%-19.00%</td> <td style="text-align: center;">1.00%-19.00%</td> </tr> <tr> <td>Discolored and Damaged Kernels</td> <td style="text-align: center;">0%-7%,</td> <td style="text-align: center;">7.1%-13%,</td> </tr> <tr> <td colspan="3"><i>E. The milled rice shall be free from objectionable odor and insect infestation</i></td> </tr> <tr> <td colspan="3">*** Based on contracted GMR, which should not be less than 63%</td> </tr> <tr> <td colspan="3"><b>Legend:</b></td> </tr> <tr> <td style="width: 10%; text-align: center;">1. PD1</td> <td colspan="2">Palay dry with purity 95%-100% or 90%-94.9%; Chalky and Immature Kernel of 12% maximum; Discolored and Damaged Kernels of 0%-7%, Red Kernel of 5% maximum; Moisture Content of 14% and below</td> </tr> <tr> <td style="text-align: center;">2. WD1</td> <td colspan="2">Milled rice output of PD1 with milling degree of well milled</td> </tr> </tbody> </table>	PARTICULARS	REQUIREMENTS		<i>A. Palay Input (Variety Code)</i>	PD1	PD3	<i>Rice Output (Variety Code)</i>	WD1	WD2	<i>B. Milling Degree</i>	Well Milled Rice	Well Milled Rice	<i>C. Required Minimum Rice Recovery</i>	63.00% ***	63.00% ***	<i>D. Technical Specifications of Milled Rice</i>			Brokens (maximum) total including brewers (1% max)	40.00%	40.00%	Head Rice (minimum)	60.00%	60.00%	Foreign Matter (maximum)	0.20%/0.25%	0.20%/0.25%	Paddy (maximum), number per 1,000 grams	25	25	Moisture Content (maximum)	14.00%	14.00%	Bran Streaks	1.00%-19.00%	1.00%-19.00%	Discolored and Damaged Kernels	0%-7%,	7.1%-13%,	<i>E. The milled rice shall be free from objectionable odor and insect infestation</i>			*** Based on contracted GMR, which should not be less than 63%			<b>Legend:</b>			1. PD1	Palay dry with purity 95%-100% or 90%-94.9%; Chalky and Immature Kernel of 12% maximum; Discolored and Damaged Kernels of 0%-7%, Red Kernel of 5% maximum; Moisture Content of 14% and below		2. WD1	Milled rice output of PD1 with milling degree of well milled	
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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**

**PRICE QUOTATION FORM**

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

**To : National Food Authority**  
\_\_\_\_\_

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers \_\_\_\_\_, the receipt of which is hereby acknowledged, we the undersigned offer to supply/deliver/perform Negotiated Procurement of Milling Services for the Rice Requirements of NFA Iloilo Branch Office for the Period November to December 2021 Through Payment-in-Kind (PIK) Scheme in conformity with the said Bidding Documents for the sum of [*total Bid amount in words and figures (P \_\_\_\_\_)*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid. Summary of details shown below:

<b>Lot No/s:</b> _____	
Description of the Project:	Negotiated Procurement of Milling Services for the Rice Requirements of NFA Iloilo Branch Office for the period November to December 2021 Through Payment-in-Kind (PIK) Scheme
Volume of Palay Input (bags of 50 kg)	
Offered Percentage Milling Recovery (%)	
Equivalent Volume of Rice Output (bags of 50 kg)	
Equivalent Bid for Rice Output	
Equivalent Bid for Delivery Fee	
<b>TOTAL AMOUNT OF BID FOR THE LOT</b>	
Total Amount of Tax	_____
Total Amount of Bid Before Tax	_____
<b>Total Amount of Bid Including Tax</b>	_____
<b>Total Amount of Bid in Words</b>	_____

We undertake, if our Bid is accepted, to supply/deliver/perform Private Milling Services in accordance with the delivery schedule specified in the Terms and Conditions.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
[Signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of  
\_\_\_\_\_

**SCHEDULE OF PRICES  
NEGOTIATED PROCUREMENT OF PRIVATE MILLING SERVICES  
FOR NFA REGION VI-ILOILO BRANCH OFFICE  
FOR THE PERIOD NOVEMBER TO DECEMBER 31, 2021**

LOT	WAREHOUSE / LOCATION	TOTAL ABC	PALAY INPUT	GMR%	RICE OUTPUT	EQUIVALENT AMOUNT OF PIK PER UNIT			DELIVERY FEE			BID AMOUNT		
						BEFORE TAX (A)	VAT (B)	OTHER TAXES (C)	BEFORE TAX (D)	VAT (E)	OTHER TAXES (F)	BEFORE TAX (G=A+D)	TOTAL TAX (H=B+C+E+F)	TOTAL BID INCLUSIVE OF TAX (I=G+H)
1	JARO TRIPLEX / KABS AKA TRIPLEX, JARO ILOILO CITY	2,500,080.00	30,000	63.00%	18,900	75.65								
2		1,666,720.00	20,000	63.00%	12,600	75.65								
3		1,666,720.00	20,000	63.00%	12,600	75.65								
4		1,666,720.00	20,000	63.00%	12,600	75.65								
5		1,284,438.00	15,000	63.00%	9,450	75.65								
6		1,250,040.00	15,000	63.00%	9,450	75.65								
7		833,360.00	10,000	63.00%	6,300	75.65								
8		794,804.00	10,000	63.00%	6,300	75.65								
9		833,360.00	10,000	63.00%	6,300	75.65								
10		833,360.00	10,000	63.00%	6,300	75.65								
11		742,940.44	8,915	63.00%	5,616	75.65								
12	3D FCRC	1,250,040.00	15,000	63.00%	9,450	75.65								
13	-	1,250,040.00	15,000	63.00%	9,450	75.65								
14	LEGANES, ILOILO	1,805,491.68	21,085	63.00%	13,284	75.65								
15	DUMANGAS GC /DUMANGAS, ILOILO	2,500,080.00	30,000	63.00%	18,900	75.65								
16		1,748,872.00	20,000	63.00%	12,600	75.65								
17		1,666,720.00	20,000	63.00%	12,600	75.65								
18		1,666,720.00	20,000	63.00%	12,600	75.65								
19		1,250,040.00	15,000	63.00%	9,450	75.65								
20		833,360.00	10,000	63.00%	6,300	75.65								
21	POTOTAN GC - POTOTAN, ILOILO	1,284,438.00	15,000	63.00%	9,450	75.65								
	<b>GRAND TOTAL</b>	<b>29,328,344.12</b>	<b>350,000</b>		<b>220,500</b>									

Note : Totals derived from this should be transferred to Bid Form B: Price Quotation Form

Rate of Delivery Fees depends on the distance from mill site to delivery point stated in each Lot

Submitted by:  
Name of the Representative of the Bidder

\_\_\_\_\_

Position

\_\_\_\_\_

Name of the Bidder

