



**Project Reference No. NFA-2024-RBAC-REG6-003**

**PROCUREMENT OF SHIPPING SERVICES FOR THE TRANSFER OF 30,000  
BAGS OF LOCAL RICE FROM NFA REGION VI TO NFA REGION VIII  
THROUGH COMPETITIVE BIDDING**

## **NFA WESTERN VISAYAS REGION BIDDING DOCUMENTS**

**PROCUREMENT OF SHIPPING SERVICES FOR THE TRANSFER OF  
30,000 BAGS OF LOCAL RICE FROM NFA REGION VI TO NFA REGION  
VIII THROUGH COMPETITIVE BIDDING**

Date of Issue: February 20, 2024

Project Reference No.: NFA-2024-RBAC-REG6-003

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National Food Authority  
**WESTERN VISAYAS REGIONAL OFFICE**  
Quintin Salas, Jaro, Iloilo City  
Tel. Nos. (033) 329-6307; 320-6246  
Email Address: [bac.region6@nfa.gov.ph](mailto:bac.region6@nfa.gov.ph)

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# **Glossary of Terms, Abbreviations, and Acronyms**

**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) 320-6246 / (033) 329-6307

Website Address: www.nfa.gov.ph / E-mail Address: bac.region6@nfa.gov.ph

**INVITATION TO BID FOR THE  
 PROCUREMENT OF SHIPPING SERVICES FOR THE TRANSFER OF 30,000 BAGS OF LOCAL  
 RICE FROM NFA REGION VI TO NFA REGION VIII THROUGH COMPETITIVE BIDDING**

**Project Reference No. NFA-2024-RBAC-REG6-003**

1. The NATIONAL FOOD AUTHORITY (NFA) Region VI, through the Corporate Operating Budget for CY 2024, intends to apply the sum of **Four Million Three Hundred Fifty Thousand Pesos (Php4,350,000.00) inclusive of VAT** being the Approved Budget for the Contract (ABC) to payments under the contract **Procurement of Shipping Services for the Transfer of 30,000 Bags of Local Rice from NFA Region VI to NFA Region VIII with Project Reference No. NFA-2024-RBAC-REG6-003**. Bids received in excess of the ABC shall be automatically rejected at bid opening. Details are as follows:

LOT	LOCATION		VOLUME IN BAGS OF 50KG	RATE PER BAG	ABC INCLUSIVE OF VAT
	FROM	TO			
1	Region VI / Iloilo Port Complex, Iloilo City	Region VIII - Tacloban Port	30,000	145.00	4,350,000.00
		<b>TOTAL</b>	<b>30,000</b>		<b>4,350,000.00</b>

2. The NFA Region VI now invites bids for the above Procurement Project. Delivery of Services is required after the receipt of the Contractor of the Notice to Proceed that shall cover the period February to March 2024. 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).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information and inspect the Bidding Documents at **2/F NFA Western Visayas Regional Office, Quintin Salas, Jaro, Iloilo City during Monday to Friday at 8:00AM to 5:00PM from February 20, 2024 to March 12, 2024**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **February 20, 2024 to March 12, 2024** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (P5,000.00)**.

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

6. The National Food Authority Western Visayas Region will hold a **Pre-Bid Conference** on **February 27, 2024, 10:00AM** at 2/F Conference Room, NFA Western Visayas Regional Office, Quintin Salas, Jaro, Iloilo City and/or through video conferencing or webcasting via Zoom Meeting or Google Meet which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **March 12, 2024, 9:30AM**. 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 **March 12, 2024, 10:00AM** at 2/F Conference Room, NFA Western Visayas Regional Office, Quintin Salas, Jaro, Iloilo City and/or via Zoom Meeting or Google Meeting. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The National Food Authority Western Visayas 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 5000

Telephone No.:

(033) 329-6246 / (033) 320 6307

Website Address:

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

Email Address:

[bac.region6@nfa.gov.ph](mailto:bac.region6@nfa.gov.ph)

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

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

Date of Issue: February 20, 2024

  
**HERRIELLE V. JUMAGBAS**  
*Acting Asst. Regional Manager/BAC Chairperson*  
NFA Western Visayas

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



## 1. Scope of Bid

The Procuring Entity, NFA Western Visayas, wishes to receive Bids for the **Procurement of Shipping Services for the Transfer of 30,000 Bags of Local Rice from NFA Region VI to NFA Region VIII through Competitive Bidding** with Project Reference Number NFA-2024-RBAC-REG6-003.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of **Four Million Three Hundred Fifty Thousand Pesos (Php4,350,000.00) 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 limited to those allowed under the rules may participate in this Project.

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

- a. The Bidder must have completed a single contract that is similar to this Project, 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**

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

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

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

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

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

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

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.

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

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

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

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

## 12. Bid Prices

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

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

## 13. Bid and Payment Currencies

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

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

## 14. Bid Security

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

14.2. The Bid and bid security shall be valid until **July 10, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally

signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## 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 videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items 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**

20.2. 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																					
<b>5.3</b>	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. For this purpose, Similar Contracts should only pertain to those related to shipping and delivery of sacked or bagged cargoes/goods, including the loading and unloading of cargoes at NFA designated ports.</li> <li>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ol>																				
<b>7.1</b>	Subcontracting is not allowed.																				
<b>12</b>	Not applicable.																				
<b>14.1</b>	<p>The bid security shall be in the form of a duly Notarized 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>PhP87,000.00</b> [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check issued by a universal or commercial bank, bank draft/guarantee or irrevocable letter of credit accompanied by a confirmation from a universal or commercial bank that the same must be effective at the time of bid opening; or</li> <li>b. The amount of not less than <b>Php217,500.00</b> [five percent (5%) of ABC] if bid security is in Surety Bond accompanied by a Certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments.</li> </ol>																				
<b>19.3</b>	<p>The procurement project is composed of one (1) lot and the volume and ABC for the Procurement of Shipping Services for the Transfer of 30,000 Bags of Local Rice from NFA Region VI to NFA Region VIII are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="text-align: center;">LOT</th> <th colspan="2" style="text-align: center;">LOCATION</th> <th rowspan="2" style="text-align: center;">VOLUME IN BAGS OF 50KG</th> <th rowspan="2" style="text-align: center;">RATE PER BAG</th> <th rowspan="2" style="text-align: center;">ABC INCLUSIVE OF VAT</th> </tr> <tr> <th style="text-align: center;">FROM</th> <th style="text-align: center;">TO</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Region VI / Iloilo Port Complex, Iloilo City</td> <td style="text-align: center;">Region VII-Tacloban Port</td> <td style="text-align: center;">30,000</td> <td style="text-align: center;">145.00</td> <td style="text-align: center;">4,350,000.00</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;"><b>TOTAL</b></td> <td style="text-align: center;"><b>30,000</b></td> <td></td> <td style="text-align: center;"><b>4,350,000.00</b></td> </tr> </tbody> </table>	LOT	LOCATION		VOLUME IN BAGS OF 50KG	RATE PER BAG	ABC INCLUSIVE OF VAT	FROM	TO	1	Region VI / Iloilo Port Complex, Iloilo City	Region VII-Tacloban Port	30,000	145.00	4,350,000.00			<b>TOTAL</b>	<b>30,000</b>		<b>4,350,000.00</b>
LOT	LOCATION		VOLUME IN BAGS OF 50KG	RATE PER BAG				ABC INCLUSIVE OF VAT													
	FROM	TO																			
1	Region VI / Iloilo Port Complex, Iloilo City	Region VII-Tacloban Port	30,000	145.00	4,350,000.00																
		<b>TOTAL</b>	<b>30,000</b>		<b>4,350,000.00</b>																
<b>20.2</b>	<p><b>FOR VESSELS / BARGES</b></p> <p>List of Owned and List of Chartered/Leased Vessels supported by current and updated licenses/documents enumerated as follows:</p> <ol style="list-style-type: none"> <li>a. Certificate of Registration or Certificate of Vessel Registry;</li> <li>b. Certificate of Ownership;</li> <li>c. Coastwise License;</li> <li>d. Certificate of Public Convenience;</li> <li>e. Cargo Ship Safety Certificate or Certificate of Inspection and Seaworthiness;</li> <li>f. Minimum Safe Manning Certificate;</li> <li>g. Load Line Certificate / Vessel's Safe Capacities;</li> </ol>																				

<b>ITB Clause</b>	
	<ul style="list-style-type: none"> <li>h. Ship Sanitation Control Exemption Certificate;</li> <li>i. Ship Station License / National Telecommunication Commission (NTC) License to Operate SSB and VHF Radio;</li> <li>j. Pictures of the vessels/barges with labels indicating the name of vessels, date built, holds/hatches, and available cargo gear and last date of deratization;</li> <li>k. For leased vessels/barges – Copy of Lease Agreement;</li> <li>l. For chartered vessels/barges: <ul style="list-style-type: none"> <li>i. Bareboat/Time Charter Agreement which states that the liability of the vessel owner does not diminish on any shortage/damage that may be incurred while the cargoes of NFA are under the vessel's custody; and</li> <li>ii. Certification from the vessel's owner that the vessel is not mortgaged twice.</li> </ul> </li> </ul>



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

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

## **5. Warranty**

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

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

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

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

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

# Special Conditions of Contract

GCC Clause	
1	<p>The scope of services are as follows:</p> <ol style="list-style-type: none"> <li>1. Provide vessels/barges for shipping of NFA rice from designated loading port/s in NFA Region VI to designated unloading port/s in Region VIII from February to March 2024.</li> </ol> <p>The Contract price for the Goods shall include the freight rate expenses from loading to unloading ports, inclusive of taxes.</p> <p>The following are the obligations of the parties:</p> <p><b>OBLIGATIONS OF THE NFA</b></p> <ol style="list-style-type: none"> <li>1. The NFA authorized personnel shall conduct inspection of the vessels prior to the loading and accomplish the pro forma Vessel Inspection Report. The Vessel Master/Captain and the NFA Branch Manager concerned must be furnished with a copy of the said report. No loading shall be undertaken until the findings as contained in the inspection report are complied with.</li> <li>2. The NFA shall issue the corresponding documents covering the loading and shipment of stocks such as the Warehouse Stock Issue (WSI), Unloading Receipts, and Bill of Lading (BL).</li> <li>3. To determine the responsibility and accountability between contractors or service providers, the NFA shall provide clerks and checkers at the ports as the case may be.</li> <li>4. The NFA has the option to provide escorts, but this shall not, however, be interpreted as exempting, diminishing, or mitigating the liabilities of the contractor on any shortage that may be incurred while the cargoes/grains/containers of NFA are under the Vessel contractor's custody.</li> <li>5. For services rendered, NFA shall pay the CONTRACTOR, the rate per bag at 50kg (gross weight) inclusive of VAT, based on the actual gross weight from the origin/source.</li> <li>6. NFA shall pay the CONTRACTOR based on the awarded shipping rate after deducting the losses, shortages, and damages, if any. The payment for actual services rendered shall be made at the concerned NFA Branch Office upon presentation of the duly accomplished voucher(s) supported by all pertinent documents and subject to the usual Accounting and Auditing rules and regulations.</li> <li>7. The insurance coverage (Marine Insurance) of the NFA cargo shall be secured by NFA through the GSIS for the account of NFA, without prejudice to the obligations and liabilities of the vessel/truck owners under the contract and applicable laws. Basis of insurance shall be the book value of the stocks and empty sacks. The concerned NFA Branch Accountant III shall facilitate securing insurance coverage of the NFA cargo through the GSIS.</li> </ol>

GCC Clause	
	<p>8. NFA source branch shall inform the NFA WVRO, NFA Operations Coordination Department (NFA-OCD), and NFA destination area of the Estimated Time of Departure (ETD) and Estimated Time of Arrival (ETA) of vessels and daily status of loading operations.</p> <p>9. The NFA shall in no case issue and receive damaged stocks to and from source/destination points, respectively.</p> <p><b>OBLIGATIONS OF THE CONTRACTOR</b></p> <p><b>VESSEL / BARGE PROVISION / OPERATION</b></p> <p>1. The CONTRACTOR shall provide the nominated vessels/barges at the load port within the required date of vessel availability as stated in the Notice to Provide Vessel Services from NFA. The vessels/barges to be provided must be seaworthy, clean and dry, free from live insects, objectionable odors, droppings, contaminants, spillages, and residues of previous cargo and must be in accordance with NFA standards and shall conform to the operating requirements of NFA, to carry out the provisions of the Contract.</p> <p>2. In case of any changes in the submitted list of nominated vessels/barges for any reason whatsoever, substitution of vessels/barges is allowed, provided a formal request is submitted, citing the reasons for substitution by the CONTRACTOR to the Buffer Stock Management Section (BSM) of the Regional Office, within three (3) days upon receipt of the Notice of Shipping Services Facility. Such substitution must be approved by the Regional Manager, with the submission of the following documents:</p> <ol style="list-style-type: none"> <li>a. Certificate of Registration or Certificate of Vessel Registry;</li> <li>b. Certificate of Ownership;</li> <li>c. Coastwise License;</li> <li>d. Certificate of Public Convenience;</li> <li>e. Cargo Ship Safety Certificate or Certificate of Inspection and Seaworthiness;</li> <li>f. Minimum Safe Manning Certificate;</li> <li>g. Load Line Certificate/Vessel's Safe Capacities;</li> <li>h. Ship Sanitation Control Exemption Certificate;</li> <li>i. Ship Station License/National Telecommunication Commission (NTC) License to Operate SSB and VHF Radio;</li> <li>j. Pictures of the vessels/barges with labels indicating the name of vessels, date built, holds/hatches, and available cargo gear and last date of deratization;</li> <li>k. For Leased Vessel/Barges - Copy of Lease Agreement;</li> <li>l. For Chartered Vessels/Barges: <ol style="list-style-type: none"> <li>i. Bareboat/Time Charter Agreement which states that the liability of the vessel owner does not diminish on any</li> </ol> </li> </ol>

GCC Clause	
	<p style="text-align: center;">shortage/damage that may be incurred while the cargoes of NFA are under the vessel's custody; and</p> <p style="text-align: center;">ii. Certification from the vessel's owner that the vessel is not mortgaged twice.</p> <p>3. The CONTRACTOR shall provide the necessary matting inside the vessel/barge for cargo stowage to secure the stocks. The CONTRACTOR shall also be responsible for cargo stowage and trimming, and shall provide winches, motive power, and winchmen from the crew and hatch tents for normal cargo work in case of rain.</p> <p>4. The CONTRACTOR shall provide its own vessel/barge checker(s) to conduct cargo tally on board/shore during the loading of NFA stocks and the master or any officer of the vessel shall be required to submit a signed Loading Report vis-à-vis Bill of Lading to be acknowledged by the NFA representative.</p> <p>The Master or any officer of the vessel/barge shall sign all pertinent documents such as Bill of Lading and Statement of Facts. Otherwise, the CONTRACTOR shall be deemed to have waived the right to raise any issue as to receipt, quantity, and condition of the cargo.</p> <p><b>SPECIAL PROVISIONS</b></p> <p>1. The total volume awarded will not be the absolute volume to be transferred/delivered, as it may be reduced depending on the condition of the wharf and the capacity of the vessel and depending on the needs of the receiving region (Region VIII) and the availability of stocks of the issuing region (Region VI).</p> <p>2. Each nominated vessel/barge shall be loaded a full cargo. However, short loading due to a justifiable reason by ten percent (10%) or less of vessels/barges full cargo designed capacity shall be considered and deemed as full loading and no dead freight therefore shall be charged.</p> <p>3. It is assumed that the accountability of the vessel service provider starts from receipts of stocks at loading port. It may opt to provide witnesses at issuing warehouses to account for the stocks to be loaded.</p> <p>4. The CONTRACTOR shall be liable to any damages/losses/shortages as to the number of bags (average weight in net kilograms) declared in the Bill of Lading (BL) versus the actual number of bags received.</p> <p>5. 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</p>

GCC Clause	
	<p>negligence of CONTRACTOR's employees or for any contraband goods found inside the CONTRACTOR's vessels.</p> <p>6. In case of any litigation arising from this contract, the CONTRACTOR agrees to pay corresponding liquidated damages and costs of suit.</p> <p><b>Liability of the Contractor for Stock Losses and Damages</b></p> <p>The CONTRACTOR shall be liable for any loss in bags and in kilograms including pilferage or damage to the grains/cargoes under its custody, from source to final receiving end, except for loss or damage caused by force majeure or fortuitous events and upon proof that CONTRACTOR has exercised extraordinary diligence to preserve and protect said cargo from damage or loss before, during and after the occurrence of force majeure/fortuitous events; provided further, that the liability fixed shall not exceed the replacement cost of the cargoes (subject to SOP No. FS-GP18 on Revised SOP on the Application of Replacement Cost with date of effectivity on December 07, 2000).</p> <p><b>Losses in BAGS shall be determined by the following:</b></p> <ol style="list-style-type: none"> <li>1. Difference between the number of bags as documented by the Bill of Lading (BL) and the number of bags as documented by Unloading Receipt (UR) at disport;</li> <li>2. Losses and damages arising from any cause or negligence of the CONTRACTOR shall be for the account of the CONTRACTOR. This is without prejudice to the filing of whatever claims due to NFA borne out of any adverse result of any investigation conducted by proper authorities.</li> <li>3. The CONTRACTOR shall settle his liability through deduction from claim, payment in cash or by restitution. Restitution shall be of the same quality of the cargo delivered and in such quantity that will be equivalent to the exact amount of value of the computed replacement cost based on SOP No. FS-GP18 on Revised SOP on the Application of Replacement Cost with date of effectivity on December 07, 2000.</li> <li>4. Losses, damages, and accidents arising from any misconduct, misdemeanor, reckless imprudence or any untoward incident caused by vessel crew shall be the responsibility and liability of the CONTRACTOR. It is understood that hired vessel crew of the CONTRACTOR shall exercise proper conduct and discipline being an extension of the CONTRACTOR. NFA may demand from the CONTRACTOR the banning/replacement of unruly vessel crew.</li> <li>5. The aforementioned provisions shall be without prejudice to other damages/expenses for which the CONTRACTOR as one may be liable that NFA have suffered/incurred as a result of the breach of obligations by the CONTRACTOR under the terms and conditions of the Contract,</li> </ol>



<b>GCC Clause</b>	
	<p>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>6. Any excess in the number of bags loaded in the vessel shall be understood to remain to be the property of the NFA. The CONTRACTOR or its authorized representative shall be obliged to deliver or turnover the same to the receiving NFA Regional/Branch Office. Failure on the part of the CONTRACTOR or its authorized representative to deliver or turn over the excess number of bags to the receiving NFA Regional/Branch Office shall subject the CONTRACTOR or its representative to criminal or civil liability, or both, as the NFA may deem proper to protect its interest. NFA should not be held liable for the CONTRACTOR's failure for whatever reason to haul NFA cargoes/properties under the contract and NFA shall be free from any liabilities and claims pertaining thereto.</p>
2.2	<p><b>PAYMENT PROCEDURE</b></p> <p>The payments of the Vessel Services shall be made at the origin of the cargoes subject to the usual NFA and COA Accounting and Auditing Rules and Regulations, upon presentation of the duly accomplished voucher(s) supported by all pertinent documents issued by the NFA, covering the particular cargoes/goods/stocks under the following conditions:</p> <ol style="list-style-type: none"> <li>1. Payment shall be computed on a per bag of 50 kilogram inclusive of VAT at loadport based on manifest load as stated in the Bill of Lading (BL) and net of NFA claims for losses/damages.</li> <li>2. NFA shall pay the CONTRACTOR based on the rate as indicated in the Notice of Award inclusive of VAT.</li> <li>3. The volume and amount of bid and award may not be the same volume to be paid and the amount will be dependent on the actual attainment and accomplishment of NFA operations. Hence, payment shall be based only on the actual volume loaded, transported, shipped, and delivered.</li> <li>4. All payments shall be made at the source branch of NFA Region 6, subject to the usual accounting and auditing rules and regulations. 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 Billing Statement with the following supporting documents: <ol style="list-style-type: none"> <li>a. Accomplished Voucher;</li> <li>b. Statement of Account/Bill/Invoice;</li> <li>c. Certification from NFA Iloilo Branch Office as to the date/time the vessel completed loading of the cargo at loadport;</li> <li>d. Bill of Lading (BL) duly acknowledged by the receiving/destination NFA Branch Office;</li> </ol> </li> </ol>

GCC Clause	
	<ul style="list-style-type: none"> <li>e. Acknowledgment Receipts (AR) from the receiving province/s or Confirmation from disport on the completion of unloading, indicating the quantity and condition of stocks received;</li> <li>f. Notice of Award (photocopy)*</li> <li>g. Contract (photocopy)*</li> <li>h. Notice to Proceed (photocopy)*</li> </ul> <p style="margin-left: 40px;"><i>* – to be submitted for 1st payment only</i></p>
4	The inspections and tests that will be conducted are <b>Vessel/Barge Inspection</b> at disport.

## ***Section VI. Schedule of Requirements***

## SCHEDULE OF REQUIREMENTS

The deliver schedule expressed as weeks/months stipulated hereafter a delivery date which is the date of delivery to the project site.

LOT	Activity/Route	LOCATION		VOLUME IN BAGS OF 50KG	DELIVERY PERIOD
		FROM	TO		
1	Shipping Services for the Transfer from NFA Region VI to NFA Region VIII	Region VI / Iloilo Port Complex, Iloilo City	Region VII – Tacloban Port	30,000	Upon approval of the Contract and Receipt of Notice to Proceed until completion of the delivery of the required Shipping Services or until March 31, 2024, whichever comes first.
			<b>TOTAL</b>	<b>30,000</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>
A. Vessels/Barges	1. The vessels/barges to be provided must be seaworthy and, if possible, not be more than 25 years of age. If the vessel/barge is more than 25 years of age, the winning bidder shall shoulder the overage premium of 0.30% of the insured value of the cargo.	
	2. The vessel/barge should be free from live insects, objectionable odors, droppings, spillages, or residues of the previously transported cargoes, water and oil leakages, and protruding objects which could damage the containers (e.g. nails, wires, or any pointed metal or wooden objects).	
	3. The vessels/barges must be made of steel.	
	4. The cargo hold/s must have sufficient hatches and covers and/or provided with efficient gaskets/tarpaulins, and dunnage for cargo stowage and vessel/barge must be equipped with a self-sustaining unloading/loading gear/crane/boom.	
	5. Vessels/barges must be duly approved and licensed by the MARINA, the Philippine Coast Guard, and the Bureau of Quarantine.	
B. Manpower	Provision of the following manpower at any given time to ensure good performance. <ol style="list-style-type: none"> <li>i. Vessel Crew</li> <li>ii. Contractor to provide workers for cargo stowage and trimming and winchmen from the crew.</li> <li>iii. Vessel/barge checker(s) to conduct cargo tally on board/shore during the loading of NFA stocks.</li> <li>iv. Worker to re-bag busted bags for the good quality stocks that met NFA standards.</li> </ol>	
C. Delivery Period	Transfers of grains are completed within agreed traveling time corresponding to the distance from source to destination	
D. Substitution of Vessels/Barges	In case of any changes in the submitted list of nominated vessels/barges for any reason whatsoever, substitution of vessels/barges is allowed, provided a formal request is submitted, citing the reasons for substitution by the CONTRACTOR to the Buffer Stock Management Section	

Item	Specification	Statement of Compliance
	<p>(BSM) of the Regional Office, within three (3) days upon receipt of the Notice of Shipping Services Facility. Such substitution must be approved by the Regional Director, with the submission of the following documents:</p> <ul style="list-style-type: none"> <li>a. Certificate of Registration or Certificate of Vessel Registry;</li> <li>b. Certificate of Ownership;</li> <li>c. Coastwise License;</li> <li>d. Certificate of Public Convenience;</li> <li>e. Cargo Ship Safety Certificate or Certificate of Inspection and Seaworthiness;</li> <li>f. Minimum Safe Manning Certificate;</li> <li>g. Load Line Certificate/Vessel's Safe Capacities;</li> <li>h. Ship Sanitation Control Exemption Certificate;</li> <li>i. Ship Station License/National Telecommunication Commission (NTC) License to Operate SSB and VHF Radio;</li> <li>j. Pictures of the vessels/barges with labels indicating the name of vessels, date built, holds/hatches, and available cargo gear and last date of deratization;</li> <li>k. For Leased Vessel/Barges - Copy of Lease Agreement;</li> <li>l. For Chartered Vessels/Barges: <ul style="list-style-type: none"> <li>i. Bareboat/Time Charter Agreement which states that the liability of the vessel owner does not diminish on any shortage/damage that may be incurred while the cargoes of NFA are under the vessel's custody; and</li> <li>ii. Certification from the vessel's owner that the vessel is not mortgaged twice.</li> </ul> </li> </ul>	

CONFORME:

\_\_\_\_\_  
Name and Signature of Bidder

\_\_\_\_\_  
Date

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



## CHECKLIST OF REQUIREMENTS

### I. TECHNICAL COMPONENT ENVELOPE

#### ***Class "A" Documents***

##### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

##### Technical Documents

- (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
- (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. This shall be supported with the Owner's Certificate of Acceptance; and
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- (f) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

##### Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

#### ***Class "B" Documents***

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

### II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; and
- (j) Original of duly signed and accomplished Price Schedule(s).

##### Other documentary requirements under R.A. No. 9184 (as applicable)

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

# ***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*

[Redacted Name]

[Redacted Address] 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 [Redacted Name] 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 :

**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

LOT NO.	1
<b>Description of the Project</b>	Procurement of Shipping Services for the Transfer of 30,000 Bags of Local Rice from NFA Region VI to NFA Region VIII through Competitive Bidding
<u>AMOUNT OF BID</u>	
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: \_\_\_\_\_

**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 Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date awarded b. Date started c. Date of completion	% of Accomplishment		Value of Outstanding Works/ Undelivered Portion
			Description	%		Planned	Actual	
GOVERNMENT								
PRIVATE								

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:**

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

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

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date awarded b. Date started c. Date of completion	% of Accomplishment	
			Description	%		Planned	Actual
<u>GOVERNMENT</u>							
<u>PRIVATE</u>							

Submitted by: \_\_\_\_\_  
(Printed name & signature)

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

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



**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder: \_\_\_\_\_ Project ID No.: \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

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

Certified Correct:

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

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

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

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

**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]*

**CONFORMITY WITH SCHEDULE OF REQUIREMENTS**

LOT	Activity/Route	LOCATION		VOLUME IN BAGS OF 50KG	DELIVERY PERIOD	STATEMENT OF COMPLIANCE
		FROM	TO			
1	Shipping Services for the Transfer from NFA Region VI to NFA Region VIII	Region VI / Iloilo Port Complex, Iloilo City	Region VIII – Tacloban Port	30,000	Upon approval of the Contract and Receipt of Notice to Proceed until completion of the delivery of the required Shipping Services or until March 31, 2024, whichever comes first.	
			<b>TOTAL</b>	<b>30,000</b>		

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

Submitted by: \_\_\_\_\_  
*(Printed Name and Signature)*

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

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>
A. Vessels/Barges	1. The vessels/barges to be provided must be seaworthy and, if possible, not be more than 25 years of age. If the vessel/barge is more than 25 years of age, the winning bidder shall shoulder the overage premium of 0.30% of the insured value of the cargo.	
	2. The vessel/barge should be free from live insects, objectionable odors, droppings, spillages, or residues of the previously transported cargoes, water and oil leakages, and protruding objects which could damage the containers (e.g. nails, wires, or any pointed metal or wooden objects).	
	3. The vessels/barges must be made of steel.	
	4. The cargo hold/s must have sufficient hatches and covers and/or provided with efficient gaskets/tarpaulins, and dunnage for cargo stowage and vessel/barge must be equipped with a self-sustaining unloading/loading gear/crane/boom.	
	5. Vessels/barges must be duly approved and licensed by the MARINA, the Philippine Coast Guard, and the Bureau of Quarantine.	
B. Manpower	Provision of the following manpower at any given time to ensure good performance. <ol style="list-style-type: none"> <li>i. Vessel Crew</li> <li>ii. Contractor to provide workers for cargo stowage and trimming and winchmen from the crew.</li> <li>iii. Vessel/barge checker(s) to conduct cargo tally on board/shore during the loading of NFA stocks.</li> <li>iv. Worker to re-bag busted bags for the good quality stocks that met NFA standards.</li> </ol>	
C. Delivery Period	Transfers of grains are completed within agreed traveling time corresponding to the distance from source to destination	
D. Substitution of Vessels/Barges	In case of any changes in the submitted list of nominated vessels/barges for any reason whatsoever, substitution of	

Item	Specification	Statement of Compliance
	<p>vessels/barges is allowed, provided a formal request is submitted, citing the reasons for substitution by the CONTRACTOR to the Buffer Stock Management Section (BSM) of the Regional Office, within three (3) days upon receipt of the Notice of Shipping Services Facility. Such substitution must be approved by the Regional Director, with the submission of the following documents:</p> <ol style="list-style-type: none"> <li>a. Certificate of Registration or Certificate of Vessel Registry;</li> <li>b. Certificate of Ownership;</li> <li>c. Coastwise License;</li> <li>d. Certificate of Public Convenience;</li> <li>e. Cargo Ship Safety Certificate or Certificate of Inspection and Seaworthiness;</li> <li>f. Minimum Safe Manning Certificate;</li> <li>g. Load Line Certificate/Vessel's Safe Capacities;</li> <li>h. Ship Sanitation Control Exemption Certificate;</li> <li>i. Ship Station License/National Telecommunication Commission (NTC) License to Operate SSB and VHF Radio;</li> <li>j. Pictures of the vessels/barges with labels indicating the name of vessels, date built, holds/hatches, and available cargo gear and last date of deratization;</li> <li>k. For Leased Vessel/Barges - Copy of Lease Agreement;</li> <li>l. For Chartered Vessels/Barges: <ol style="list-style-type: none"> <li>i. Bareboat/Time Charter Agreement which states that the liability of the vessel owner does not diminish on any shortage/damage that may be incurred while the cargoes of NFA are under the vessel's custody; and</li> <li>ii. Certification from the vessel's owner that the vessel is not mortgaged twice.</li> </ol> </li> </ol>	

**CONFORME:**

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 immediately preceding year.

**Submitted by:**

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

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

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

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

*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)**



# **JOINT VENTURE AGREEMENT**

**IF APPLICABLE**

## **Bid Securing Declaration Form**

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

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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]*

**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

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

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.
4. The [*Name of the procuring entity*] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

*[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**

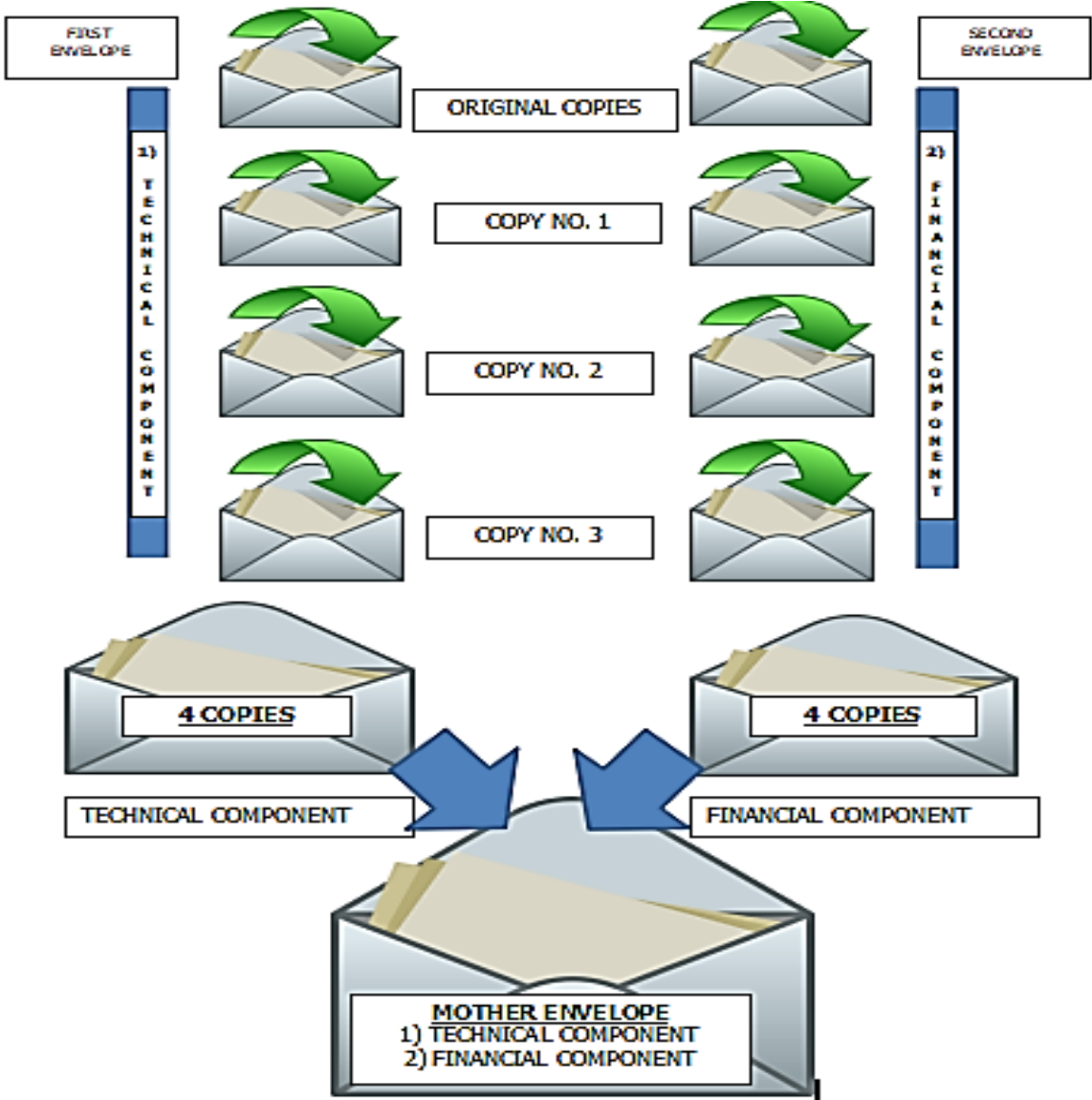
**Bid Security** in the form of surety bond the amount not less than 5% of the ABC accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments

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

Please attach Notarized Authority of Signatory (Special Power of Attorney, or Notarized Authority of Signatory (Secretary's Certificate)

# **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.





SIGNATURE

**PROCUREMENT OF SHIPPING SERVICES FOR THE TRANSFER OF 30,000 BAGS OF LOCAL RICE FROM NFA REGION VI TO NFA REGION VIII**

**Project Identification No. NFA-2024-RBAC-REG6-003**  
**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 10:00AM ON MARCH 12, 2024**

**TECHNICAL COMPONENT MARKINGS**

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



SIGNATURE

**PROCUREMENT OF SHIPPING SERVICES FOR THE TRANSFER OF 30,000 BAGS OF LOCAL RICE FROM NFA REGION VI TO NFA REGION VIII**

**Project Identification No. NFA-2024-RBAC-REG6-003**  
**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 MARCH 12, 2024**

**FINANCIAL COMPONENT MARKINGS**

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



SIGNATURE

**PROCUREMENT OF SHIPPING SERVICES FOR THE TRANSFER OF 30,000 BAGS OF LOCAL RICE FROM NFA REGION VI TO NFA REGION VIII**

**Project Identification No. NFA-2024-RBAC-REG6-003**  
**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 MARCH 12, 2024**

**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

