

Republic of the Philippines **DEPARTMENT OF AGRICULTURE**

Regional Field Office No. 5 San Agustin, Pili, Camarines Sur 4418

Supply, Delivery, Installation, and Testing of Corn Grits Mill Assembly for Corn Grits Processing Facility in Camarines Sur for implementation under Corn Program 2025

08-GOODS-CORN 2025

ABC: ₱6,000,000.00

Sixth Edition

November 27, 2024

Table of Contents

Gloss	ary of Acronyms, Terms, and Abbreviations	3
Section	on I. Invitation to Bid	6
Sectio	on II. Instructions to Bidders	.11
1.	Scope of Bid	13
2.	Funding Information	13
3.	Bidding Requirements	13
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	13
5.	Eligible Bidders	13
6.	Origin of Goods	14
7.	Subcontracts	14
8.	Pre-Bid Conference	14
9.	Clarification and Amendment of Bidding Documents	14
10.	Documents comprising the Bid: Eligibility and Technical Components	14
11.	Documents comprising the Bid: Financial Component	15
12.	Bid Prices	15
13.	Bid and Payment Currencies	16
14.	Bid Security	16
15.	Sealing and Marking of Bids	16
16.	Deadline for Submission of Bids	17
17.	Opening and Preliminary Examination of Bids	17
18.	Domestic Preference	18
19.	Detailed Evaluation and Comparison of Bids	18
20.	Post-Qualification	18
21.	Signing of the Contract	18
Sectio	on III. Bid Data Sheet	20
Section	on IV. General Conditions of Contract	23
1.	Scope of Contract	24
2.	Advance Payment and Terms of Payment	24
3.	Performance Security	24
4.	Inspection and Tests	24
5.	Warranty	25
6.	Liability of the Supplier	25
Section	on V. Special Conditions of Contract	26
	on VI. Schedule of Requirements	
	on VII. Technical Specifications	
	on VIII. Checklist of Technical and Financial Documents	

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC - Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

BSP – BangkoSentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

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

CIF - Cost Insurance and Freight.

CIP - Carriage and Insurance Paid.

CPI - Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB - Government Procurement Policy Board.

INCOTERMS - International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

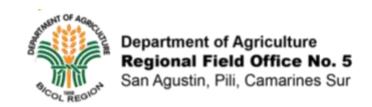
SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID

Supply, Delivery, Installation, and Testing of Corn Grits Mill Assembly for Corn Grits Processing Facility in Camarines for implementation under Corn Program 2025

1. The **Department of Agriculture Regional Field Office No. 5**, through the National Expenditures Program (NEP) for **CY 202-PAEF CORN** intends to apply the sum of *Six Million Pesos (₱6,000,000.00)* being the ABC to payment under the contract for **ITB No. 08-GOODS-CORN 2025.**

Bids received in excess of the ABC shall be automatically rejected at bid opening. **Partial bid is not allowed.**

2. The *DA RFO 5* now invites bids for the following:

Quantity	Specifications	Location of Project	Unit Price	Delivery of the Goods
1 set	Supply, delivery, installation and testing of CORN GRITS MILL ASSEMBLY: CORN MILL Prime Mover: Single Phase, 5hp Electric Motor, 220V Capacity: 400kgs/h Main Product Recovery: 55%, minimum Total Machine Loss: 5%, maximum Degermer efficiency: 80%, minimum Food Grade/non-corrosive material for	Brgy. Tuburan, Cawayan, Masbate	₱6,700,000 / set	90 calendar days upon receipt of NTP
	parts in contact with the grain Outside Coating: Powder Coated With Blower and Adjustable Blade AMTEC Tested with Corn as raw materials CORN CLEANER			
	Prime Mover: Three-Phase, 1hp, 220V Electric Motor Capacity: 1 ton per hour With double cyclone and fan Food Grade/non-corrosive material for parts in contact with the grain Mesh Size: 18mm Surface Finish: Powder Coated			
	CORN GRITS SEPARATOR Prime Mover: Three-Phase, 1hp, 220V Electric Motor Single deck with 2mm mesh size of			

rectangular sieve

BUCKET ELEVATORS
Capacity: 1 ton per hour
Prime Mover: Three-Phase, 1hp motor,
440V

Height: 6 meters Food Grade/non-corrosive material for

parts in contact with the grain Surface Finish: Powder Coated

SIX TONS (6T) RECIRCULATING MECHANICAL DRYER

Cracked Grain/Kernel: 10%, max

increase

Hulled/Damaged Grain: 2%, max

increase

Broken/Split Kernels: 7%, max increase Moisture Gradient, maximum (%): 2.0

for recirculating type Spillage: 1%, maximum

Drying Efficiency: 75%, minimum

Heating System Efficiency: 50%, minimum for Biomass fuel, indirect fired Dried grain shall have no additional discoloration, traces of unburned fuel or ashes on grain surface and fermented or musty smell.

With thermometer and pressure gauge

Design and Classification:

Application for Corn

Holding Capacity: 6 tons per batch

Materials for the Holding Bin: Food

Grade Stainless Steel Blower: 3.7kW, minimum

with 3phase control panel for dryer

alone

with automatic discharger

with husk furnace

husk furnace prime mover: 1.0kW, min husk furnace capacity: 24-35kg/h with portable grain moisture meter with dust collection system

AMTEC Tested

ELECTRICAL CONTROL PANEL

MCC Panel

Cover and Base Material: Metal Base Surface Finish: Powder Coated Protection Level: IP42, IP54 With analog or digital metering

GENERATOR SET Phase: Three-phase

	v: 60kVA, minimum	
Fuel: Die		
	wer House	
	rovision of appropriate size &	
length of	f wire from GenSet to the system	
CHIDDLII	ed Miler.	
	ER MUST:	
	pable to provide During and After-	
Sales s		
	Have a service center, with in the	
	region conforming to PAES 192-	
	2016	
	Assure the availability of Spare	
	Parts	
	Provide necessary resources	
	needed for the conduct of (a)	
	Product Demonstration, (b)	
	Operations & Maintenance Training,	
	and (c) Assembly's Performance	
	Festing at Full Load	
	Provide Two (2) copies of	
	Operation and Maintenance Manual per Unit Type of included	
-	machinery, one of which will be	
	RAED'S FILE COPY	
	le bolted Stainless Plate DA Logo per	
	f included machinery	
• Have	a NAMDAC Certificate of	
	ditation	
	a PTO Certification	
	Authority to use the Certificate of	
	rmity (CC) and Certificate of	
Dealer		
	le AMTEC Test Results for every Unit	
Туре	of included machinery, PRIOR	
PAYMI	ENT	
• Provid	le for OSH:	
_	five (5) pairs of safety earmuffs;	
_	five (5) pairs of safety goggles;	
_	five (5) pairs of safety gloves;	
_	five (5) pairs of safety shoes;	
_	five (5) pairs of heavy duty dust	
	filtering mask;	
_	five (5) units 10 lbs. refillable fire	
	extinguisher, Class ABC	

Additional Requirement prior to payment: *AMTEC Test Result*

Bidders should have completed, within *Two (2) years* from the date of submission and receipt of bids, a contract similar to the Project. The description

- of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from *Department of Agriculture Regional Field Office No. 5* and inspect the Bidding Documents at the address given below during *Mondays Fridays, 8:00 AM to 5:00 PM except for Holidays, Saturdays and Sundays.*
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 27 December 18, 2024 (9:00 AM)** 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 **Php10.000.00**.
 - The Procuring Entity shall allow the bidder to present its proof of payment for the fees.
- 6. The *DA RFO 5* will hold a Pre-Bid Conference on *December 06, 2024; 10:00AM* at 3rd Flr. Sta. Catalina Hall, Operations Bldg., DA RFO-5, San Agustin, Pili, Camarines Sur, 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 *December 18, 2024; 9:00 AM*. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on *December 18, 2024; 10:00 AM* onwards at the given address below 3rd Flr. Sta. Catalina Hall, Operations Bldg., DA RFO-5, San Agustin, Pili, Camarines Sur. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. In case of a tie Bid, the BAC will conduct the Guidelines on the Use of Non-Discretionary/Non-Discriminatory Selection criteria as Tie-Breaking Method thru DRAW LOTS in case of two or more Bidders have been post-qualified determined as the bidder having the Lowest Calculated and Responsive Bidder (LCRB) (GPPB Circular No. 06-2005).

11. For further information, please refer to:

BAC Secretariat Office

Department of Agriculture, Regional Field Office No. 5

San Agustin, Pili, Camarines Sur 4418 Email Address: bacrfo5@gmail.com

You may visit the following websites:

For Downloading of Bidding Documents: $\underline{\text{bicol.da.gov.ph}}$.

November 25, 2024, San Agustin, Pili, Camarines Sur

(signed) LORENZO L. ALVINA

OIC, RTD for Research and Regulations Chairman, Bids and Award Committee Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Agriculture Regional Field Office No. 5 wishes to receive Bids for Supply, delivery, installation and testing of Corn Grits Mill Assembly for Corn Grits Processing Facility in Camarines Sur for implementation under Corn Program 2024, with identification number 08-GOODS-CORN 2025.

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 *National Expenditure Program (NEP)* for CY 2025-PAEF CORN in the amount of *Six Million Pesos (₱6,000,000.00)*.
 - a. NGA, the National Expenditure Program

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate in this Projects (B).
- 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 **fifty percent (50%) of the ABC in the amount of Php3,000,000.00**.
- 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

a. 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 at **DA RFO 5**, **San Agustin**, **Pili**, **Camarines Sur** 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** Clause5.3 should have been completed within **TWO (2) 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 e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

14. Bid Security

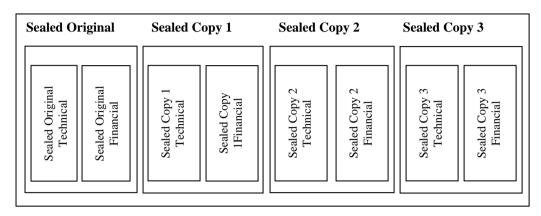
- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until April 17, 2024. Any 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 (1) Original copy of the first and second component of its Bid. The Procuring entity is requesting an additional three (3) hard 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.

Sealed Original, Copy 1, Copy 2 & 3 in one (1) Single Envelope



All copies shall be marked Certified True Copy & signed by the bidder or its duly authorized representative.

Additional instructions: All copies must be marked with index/ear tabs or sideend tabs to identify the page components and shall be properly addressed to the **BAC Chairperson.**

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

20. Post-Qualification

20.2. 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



Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause											
5.3	For this purpose, contracts similar to the Project shall be:										
	a. Agr i	a. Agricultural Equipment related to the items being procured									
		pleted within <i>Two (2) years</i> prior to the deadline for ipt of bids.	r the submission a	and							
7.1	No further i	No further instruction									
12	CAMARINE	The price of the Goods shall be quoted DDPDA RFO 5, SAN AGUSTIN, PILI, CAMARINES SUR or the applicable International Commercial Terms (INCOTERMS) for this Project.									
14.1		The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:									
	a. The amount of not less than Php120,000.00 , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or										
	b. The	amount of not less than Php300, 000.00, if bid secur	ity is in Surety Bor	nd.							
19.3	Qty	Description	ABC (Php) (inclusive of VAT)								
	1 set	Supply, delivery, installation and testing of Corn Grits Mill Assembly for Corn Grits Processing Facility in Camarines Sur	₱6,000,000.00								
20.2	The bidder	shall submit:									
	b. PTC c. With Deal a. List d. Cert e. Cert f. Pict g. BIR	MDAC Certificate of Accreditation Certification Authority to use the Certificate of Conformity (Clership for the brand being offered of Service Center within the Region conforming with tificate of Availability of Stocks tificate of Authority to Supply and to Bid from the So ures/Brochure of product being offered Registration st Income Tax Return	PAES 192-2016	e of							

	i. Latest VAT Payment
	j. Performance Evaluation Report (at least VERY SATISFACTORY) of Single
	Largest Completed Contract (SLCC) duly signed by the end-user with the approval
	of the Director or RTD for government contract and with the approval of the
	highest-ranking official for private contract
	k. Attachment of SLCC [Notice of Award, Contract or PO, Notice to Proceed and
	Inspection and Acceptance (COA Form) (if government), For Private Contract:
	Contract/PO and Delivery Receipt with Proof of Acceptance]
	l. Other requirements peculiar to the procurement project under consideration
21.2	No further instruction

Section IV	. General	Conditio	ons of Co	ntract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (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

- 6.1. 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.
- 6.2. 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	! Conditio	ons of Co	ntract

Special Conditions of Contract

GCC								
Clause								
1	Delivery and Documents -							
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:							
	The delivery terms applicable to this Contract are delivered to <i>Province of Camarines Sur.</i> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.							
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).							
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>Ms. Cristina E. Borja, Property Officer</i>							
	Incidental Services –							
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:							
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;							
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;							
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;							
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and							
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation,							
	maintenance, and/or repair of the supplied Goods.							
	The Contract price for the Goods shall include the prices charged by the							
	Supplier for incidental services and shall not exceed the prevailing rates							
	charged to other parties by the Supplier for similar services.							

Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months of placing the order.

Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements,

if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but

outside the secondary packaging.

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment shall be in full payment after completion of the delivery duly inspected by the inspector and by Focal Person or its representative.
4	The inspections that will be conducted are based on the minimum specifications required as indicated in the Technical Specifications.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/ Months
1	Supply, delivery, installation and testing of Corn Grits Mill Assembly for Corn Grits Processing Facility	1 set	₱6,000,000.00	90 calendar days upon receipt of NTP
		₱ 6,000,000.00	_	

Del	livery	site:
	-, -, j	DICC

Province of Camarines Sur

I hereby	commit to	comply	and	deliver	all th	e abo	ve :	requireme	ents i	n acco	ordance	with
above sta	ated schedı	ıle.										

Signature over Printed Name of Authorized Representative	
Date:	

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
1	Supply, delivery, installation and testing of 1 SET OF CORN GRITS MILL ASSEMBLY: CORN MILL Prime Mover: Single Phase, 5hp Electric Motor, 220V Capacity: 400kgs/h Main Product Recovery: 55%, minimum Total Machine Loss: 5%, maximum Degermer efficiency: 80%, minimum Food Grade/non-corrosive material for parts in contact with the grain Outside Coating: Powder Coated With Blower and Adjustable Blade AMTEC Tested with Corn as raw materials	

CORN CLEANER

Prime Mover: Three-Phase, 1hp, 220V

Electric Motor

Capacity: 1 ton per hour With double cyclone and fan

Food Grade/non-corrosive material for

parts in contact with the grain

Mesh Size: 18mm

Surface Finish: Powder Coated

CORN GRITS SEPARATOR

Prime Mover: Three-Phase, 1hp, 220V

Electric Motor

Single deck with 2mm mesh size of

rectangular sieve

BUCKET ELEVATORS

Capacity: 1 ton per hour

Prime Mover: Three-Phase, 1hp motor,

440V

Height: 6 meters

Food Grade/non-corrosive material for

parts in contact with the grain Surface Finish: Powder Coated

SIX TONS (6T) RECIRCULATING MECHANICAL DRYER

Cracked Grain/Kernel: 10%, max

increase

Hulled/Damaged Grain: 2%, max

increase

Broken/Split Kernels: 7%, max increase Moisture Gradient, maximum (%): 2.0

for recirculating type Spillage: 1%, maximum

Drying Efficiency: 75%, minimum

Heating System Efficiency: 50%, minimum for Biomass fuel, indirect fired

Dried grain shall have no additional discoloration, traces of unburned fuel or ashes on grain surface and fermented or musty smell.

With thermometer and pressure gauge

Design and Classification:

Application for Corn

Holding Capacity: 6 tons per batch

Materials for the Holding Bin: Food

Grade Stainless Steel Blower: 3.7kW, minimum

with 3phase control panel for dryer alone

with automatic discharger

with husk furnace

husk furnace prime mover: 1.0kW, min husk furnace capacity: 24-35kg/h with portable grain moisture meter with dust collection system AMTEC Tested

ELECTRICAL CONTROL PANEL

MCC Panel

Cover and Base Material: Metal Base Surface Finish: Powder Coated Protection Level: IP42, IP54 With analog or digital metering

GENERATOR SET

Phase: Three-phase

Capacity: 60kVA, minimum

Fuel: Diesel

With Power House

With provision of appropriate size & length of wire from GenSet to the

system

SUPPLIER MUST:

- Be capable to provide During and After-Sales service
 - Have a service center, with in the region conforming to PAES 192-2016
 - Assure the availability of Spare Parts
 - Provide necessary resources needed for the conduct of (a)
 Product Demonstration, (b)
 Operations & Maintenance Training, and (c) Assembly's Performance Testing at Full Load
 - Provide Two (2) copies of Operation and Maintenance Manual per Unit Type of included machinery, one of which will be RAED'S FILE COPY
- Provide bolted Stainless Plate DA Logo per unit of included machinery
- Have a NAMDAC Certificate of Accreditation
- Have a PTO Certification
- Have Authority to use the Certificate of Conformity (CC) and Certificate of Dealership
- Provide AMTEC Test Results for every Unit Type of included machinery, PRIOR PAYMENT
- *Provide for OSH:*
 - five (5) pairs of safety earmuffs;
 - five (5) pairs of safety goggles;
 - five (5) pairs of safety gloves;
 - five (5) pairs of safety shoes;
 - five (5) pairs of heavy duty dust filtering mask;
 - five (5) units 10 lbs. refillable

fire extinguisher, Class AE	С
Additional Requirement prior AMTEC Test Result	to payment:
Dealership for the brand b b. List of Service Center with d. Certificate of Availability	Certificate of Conformity (CC) and Certificate of eing offered in the Region conforming with PAES 192-2016 of Stocks Supply and to Bid from the Source
1 , , , , , , , , , , , , , , , , , , ,	re-mentioned documents but not be a ground for ation during the bid opening

I hereby commit to comply and deliver all the above requirements in accordance with above technical specifications.

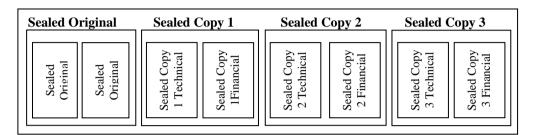
Signature	e over Prin	tea Name	of Author	izea Repres	sentative
			_		
Date:					

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Each Bidder shall submit one (1) Original copy of the first and second component of its Bid. The Procuring entity is requesting an additional three (3) hard copies of the bid.

Sealed Original, Copy 1, Copy 2& 3 in one (1) Single Envelope



All copies shall be marked Certified True Copy & signed by the bidder or its duly authorized representative.

Additional instructions: All copies must be marked with index/ear tabs or side-end tabs to identify the page components and shall be properly addressed to the **BAC Chairperson.**

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

2 (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Technical Documents

- 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
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (h) 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

- ② (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- 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

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- (1) 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

(m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

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.

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

- (n) [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.
- ② (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

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 theGoods] 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: [specifythe 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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of									
of agentCurrencyCommission or gratuity									
if none, state "None") <i>]</i>									

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

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

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

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

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

Price Schedule for Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

			For G	oods Offered	from Ab	road		
ame	of Bidder				Project II	D No	Page ₋	of
	1		Т	T	ı			T
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place	Total CIF or CIP price per item	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8
				(specify border point or place of destination)	(col. 4 x 5)			
ame:								
egal (Capacity: _							
ignat	ure:							

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		 F	Project	ID No. <u>08-G</u>	OODS-CO	<u>RN 2025</u> P	ageof	
	_					_		

1	2	3	4	5	6	7	8	9	10
Lot	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)
1	Supply, delivery, installation and testing of CORN GRITS MILL ASSEMBLY:		1 set						
	CORN MILL Prime Mover: Single Phase, 5hp Electric Motor, 220V Capacity: 400kgs/h Main Product Recovery: 55%, minimum Total Machine Loss: 5%, maximum Degermer efficiency: 80%, minimum Food Grade/non- corrosive material for parts in contact with the grain Outside Coating: Powder Coated With Blower and Adjustable Blade AMTEC Tested with Corn as raw materials CORN CLEANER Prime Mover: Three- Phase, 1hp, 220V Electric Motor Capacity: 1 ton per hour With double cyclone and fan Food Grade/non- corrosive material for parts in contact with the grain				42				

Mesh Size: 18mn	n			
	inish:			
Powder Coated	1111311.			
1 owder coated				
CORN G	RITS			
SEPARATOR	IKITS			
Prime Mover: T	Jama a			
Phase, 1hp,	2200			
Electric Motor				
Single deck				
2mm mesh siz				
rectangular sieve	e			
DIJOVEE				
BUCKET				
ELEVATORS				
Capacity: 1 tor	n per			
hour				
Prime Mover: T				
Phase, 1hp n	iotor,			
440V				
Height: 6 meters				
Food Grade,				
corrosive materi				
parts in contact	with			
the grain				
	inish:			
Powder Coated				
	(6T)			
RECIRCULATIN	G			
MECHANICAL				
DRYER				
Cracked				
	10%,			
max increase				
Hulled/Damageo				
Grain: 2%,	max			
increase				
Broken/Split Ke				
7%, max increas				
	dient,			
maximum (%):				
for recirculating				
Spillage:	1%,			
maximum				
	ency:			
75%, minimum				
	ystem			
Efficiency:	50%,			
minimum	for			
Biomass fuel, inc	direct			
fired	,			
Dried grain shall				
	tional			
discoloration, t				
of unburned fu				
	grain			
surface	and			
fermented or r	nusty			
smell.				
With thermor				
and pressure gau	ıge			

Design and				
Classification:				
Application for Corn				
Holding Capacity: 6				
tons per batch				
Materials for the				
Holding Bin: Food				
Grade Stainless Steel				
Blower: 3.7kW,				
minimum				
with 3phase control				
panel for dryer alone				
with automatic				
discharger				
with husk furnace				
husk furnace prime				
mover: 1.0kW, min				
husk furnace				
capacity: 24-35kg/h				
with portable grain				
moisture meter				
with dust collection				
system				
AMTEC Tested				
Thirthe rested				
FIRCTRICAL				
ELECTRICAL				
CONTROL PANEL				
MCC Panel				
Cover and Base				
Material: Metal Base				
Surface Finish:				
Powder Coated				
Protection Level:				
IP42, IP54				
With analog or digital				
metering				
GENERATOR SET				
Phase: Three-phase				
Capacity: 60kVA,				
minimum				
Fuel: Diesel				
With Power House				
With provision of				
appropriate size &				
length of wire from				
GenSet to the system				
SUPPLIER MUST:				
Be capable to provide During and After Sales				
During and After-Sales				
service				
– Have a service				
center, with in				
the region				
conforming to				
PAES 192-2016				
- Assure the				
availability of				
Spare Parts				
– Provide				
necessary				

resources needed for the conduct of (a) Product Demonstration, (b) Operations & Maintenance Training, and	
conduct of (a) Product Demonstration, (b) Operations & Maintenance Training, and	
Product Demonstration, (b) Operations & Maintenance Training, and	
Demonstration, (b) Operations & Maintenance Training, and	
(b) Operations & Maintenance Training, and	
& Maintenance Training, and	
Training, and	
(c) Assembly's	
Performance	
Testing at Full	
Load	
- Provide Two (2)	
copies of	
Operation and	
Maintenance	
Manual per Unit	
Type of	
included	
machinery, one	
of which will be	
RAED'S FILE	
COPY	
Provide bolted Out it is placed.	
Stainless Plate DA	
Logo per unit of	
included machinery	
Have a NAMDAC Continue Contin	
Certificate of Association	
Accreditation	
Have a PTO Continue Out of Contin	
Certification	
Have Authority to use the Contiferate of	
the Certificate of	
Conformity (CC) and	
Certificate of Dealership	
• Provide AMTEC Test	
Results for every Unit	
Type of included	
machinery, PRIOR	
PAYMENT PAYMENT	
Provide for OSH:	
- five (5) pairs	
of safety	
earmuffs;	
- five (5) pairs	
of safety	
goggles;	
- five (5) pairs	
of safety	
gloves;	
- five (5) pairs	
of safety	
shoes;	
- five (5) pairs	
of heavy duty	
dust filtering	
mask;	
- five (5) units	
10 lbs.	
refillable fire	
extinguisher,	

	Class ABC							
						•	TOTAL	
Ad	lditional Requirement pr AMTEC Test Result	ior to payme	nt:					
c.	PTO Certification With Authority to use brand being offered List of Service Center of Certificate of Availabil	the Certificat within the Res ity of Stocks y to Supply an	e of Co	nforming wi	ith PAES		f Dealersh	ip for the
*Bid	der/s may attach the above	-mentioned do		ts but not be a	a ground fo	or disqualific	ation durir	ng the bid
	Name: Legal Capacity: Signature:							

Duly authorized to sign the Bid for and behalf of:

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

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!

(\mathbf{C}	O	N	JT	Г	2	Δ	C	Г	Δ	G	R	F	F	M	F	N	П	Г
N		_	m			`	_			_	•	\mathbf{r}	_	_	IVI	_			

THIS AGREEMENT made the	day of _	20	between [name of
PROCURING ENTITY] of the Philippines	s (hereinafte	r called "the Entity	") of the one part and
[name of Supplier] of [city and country of	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 specifiedcurrency] (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 thatadditional 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 theobject 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]

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

REPUBLIC OF THE PHILIPPINE	S)
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 incompliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, orany 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]

