Project Reference No. NFA-2025-RBAC-REGIII-004B

PROCUREMENT OF SERVICES FOR THE 2025 MILLING OF PALAY AND DELIVERY OF MILLED RICE RECOVERIES TO NFA REGION 3 AND NFA NCR (NEGOTIATED PROCUREMENT – TWO FAILED BIDDING)

BIDDING DOCUMENTS

Date of Issuance: **May 06, 2025**

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National Food Authority
CENTRAL LUZON REGIONAL OFFICE
Maharlika Highway, Zulueta Dist., Cabanatuan City
Email: bac.region3@nfa.gov.ph

REQUEST FOR QUOTATION

PROCUREMENT OF SERVICES FOR THE 2025 MILLING OF PALAY AND DELIVERY OF MILLED RICE RECOVERIES TO NFA REGION 3 AND NFA NCR (NEGOTIATED PROCUREMENT – TWO FAILED BIDDING)

Project Reference No. NFA-2025-RBAC-REGIII-004B

1. The National Food Authority - Region 3 (NFA Region 3) intends to apply the sum of **Twenty-Two Million Five Hundred Ninety-Nine Thousand Eight Hundred Sixty-Four Pesos (P22,599,864.00)** inclusive of VAT from its FY 2025 Corporate Operating Budget as the Approved Budget for the Contract (ABC) for the Procurement of **Services for the 2025 Milling of Palay and Delivery of Milled Rice Recoveries to NFA Region 3 and NFA NCR** through Payment-in-Kind (PIK) scheme for NFA Region 3 for the Calendar Year 2025 with Project Reference No. NFA-2025-RBAC-REGIII-004B. Details are as follows:

Lot	Branch	Destination of Rice Recoveries	Maximum Volume for Milling Per Item (in Bags of 50kg)	No. Of Items	Guaranteed Milling Recovery in Bags of 50kg (63%)	Approved Budget for the Contract		
						PIK-Milling Fee @ P109.47 Per Bag of 50Kg	Delivery Fee Per Bag of 50KG	Total
4	Nueva Ecija	Any designated warehouses within the branch	40,000	2	50,400	5,517,288.00	2,016,000.00	**7,533,288.00**
6	Pampanga	Any designated warehouses within the branch	20,000	8	100,800	11,034,576.00	4,032,000.00	**15,066,576.00**
	Region 3		**240,000**	**10**	**151,200**	**16,551,864.00**	**6,048,000.00**	**22,599,864.00**

- ✓ The withdrawal location and destination sites for the branch concerned shall be in any warehouse within the Branch Office

Delivery Fee:

Delivery Destination	Maximum Delivery Fee
Within Region 3	Php 40.00
To NCR	Php 60.00

Bids received for the Percentage Milled Rice Recovery lower than the required milling recovery of 63% for Well-Milled Rice Output or with a delivery fee above the maximum delivery fee per bag shall automatically be rejected at bid opening.

2. The NFA Region 3 now invites offers for the above Procurement Project. Delivery of the Goods is required by December 31, 2025, and within the milling period specified upon issuance of Call-Offs. Bidder should have completed, within the last 5 years from the date of submission of 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 (Instruction to Bidders).

3. Opening of Request for Quotation (RFQ) using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

4. Prospective Offerors may obtain further information from NFA Region 3 and inspect the Bidding Documents at the address given below, Monday to Friday (except Holidays) from 8:00 AM to 5:00 PM.

5. A complete set of Bidding Documents may be acquired by interested Bidders on ***May 06 to 12, 2025,*** from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the per item as shown below:

Maximum Bags per Item	**Bidding Fee Per Item**
20,000 to 40,000 Bags	**Php 5,000.00**

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 ***NFA Region 3*** will hold a Pre-Bid Conference/Negotiation on ***May 13, 2025, 10:00 AM*** at the ***NFA Staffhouse in Cabanatuan City, Nueva Ecija***, which shall be open to prospective bidders.

7. Offers must be fully received by the BAC Secretariat through **manual submission** at the office address indicated below, on or before May 13, 2025. Late Offers 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. Opening of Offers shall be on May 13, 2025 at 10:00 AM at the given address as indicated below. Offers will be opened in the presence of the offeror or his authorized representative.

10. The NFA Regional Office 3 reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Ms .ROSE I. ESGUERRA Technical Working Group Head	**Ms. ESTER ARLYN CID** Secretariat Head
National Food Authority **Central Luzon Region Office** Maharlika Highway, Cabanatuan City Nueva Ecija, 3100 Tel No. 044-958-0142 e-mail : bac.region3@nfa.gov.ph	

ME-ANN C. VILLAFLOR
Chairperson, Bids and Awards Committee (BAC)
NFA Region 3

Date issued: May 06, 2025

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, ***NFA Region 3*** wishes to receive Bids for the ***Procurement of Services for the Milling of Palay and Delivery of Milled Rice Recoveries to NFA Region 3 and NFA NCR***, with identification number NFA-2025-RBAC-REGIII-004B.

The Procurement Project (referred to herein as "Project") is composed **of *10 items***, 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 ***2025*** in the amount of P**22,599,864.00**.

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. at least fifty percent (50%) of the ABC; or

b. the Bidder should comply with the following requirements:

i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least ***fifty percent (50%)*** of the ABC for this Project; and

ii. The largest of these similar contracts must be equivalent to at least twenty-five percent (***25%)*** of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

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

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 ***five (5) 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.

11.5. Financial proposals for a single-year Framework Agreement shall be submitted before the deadline for submission of bids as prescribed in the **IB**.

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.**

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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 September 10, 2025. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time, and at its physical address as indicated in paragraph 7 of the **RFQ.**

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 **RFQ**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

(a) In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

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

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

19.4. The Project shall be awarded as ***One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.***

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

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

20. Post-Qualification

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

21. Signing of the Contract

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

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

21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

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

21.5. The following documents shall form part of the Framework Agreement:

a. Framework Agreement Form;
b. Bidding Documents;
c. Call-offs;
d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
e. Performance Security or Performance Securing Declaration, as the case may be;
f. Notice to Execute Framework Agreement; and
g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.1	In addition, the prospective bidder must meet the following requirements: 1. Must be an owner/operator of rice mill compliant with the minimum required specifications provided in Section VII (Technical Specifications); 2. With at least FIVE (5) years' experience in operating a rice milling business; 3. Must not be a defaulting miller and with no outstanding liability with the NFA Region 3 branch offices.
5.3	For this purpose, contracts similar to the Project shall be: a. milling/processing of palay grains into rice form; or b. goods or services of the same nature and complexity as the subject matter of the project being procured. Similarity of contract should be interpreted liberally in the sense that it should not refer to an exact parallel but only analogous one of similar category. c. completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
10.1	The first envelope shall also contain the following technical documents, which shall support the bidder's Statement of Conformity with the Technical Specifications: 1. Proof of ownership (Transfer Certificate of Title or Tax Declaration) or Lease Agreement for a ricemill facility; 2. Miller's Profile stating the following: a. Contact information/details of the company, including its branch office/s if any; b. Number of years in the palay milling business; c. List of owned and/or leased ricemill/s; and d. Organizational Chart 3. Certification issued by the NFA Branch Office where the ricemill facility is located, signed by the Branch Manager, Assistant Branch Manager, Supervising Grains Officer, Branch Standards and Quality Assurance Officer, Engineer III and Accountant III stating: a. That the prospective bidder's rice mill, passed all the parameters of the technical specifications based on the results of the latest test milling operations conducted; b. The actual/effective 12-hour input capacity of the prospective bidder's ricemill based on the results of the said test milling; c. That the prospective bidder is not a defaulting miller-contractor; and d. That the prospective bidder has been cleared of its stocks and empty sacks (MTS) accountabilities from previous milling contract/s.

	4. If the bidder has not yet participated in the recent test milling operations, the miller shall submit an Affidavit stating his/her willingness to conduct test milling of his ricemill facility using his/her own palay stocks during the post qualification stage of the bidding if declared as Lowest Calculated Bid. The test milling shall ascertain and validate the miller's responsiveness in meeting the requirements of the contract.
12	The price of the Goods shall be quoted DDP ***in all NFA Region 3 and NFA NCR designated warehouses*** 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 ***two percent (2%) of ABC***, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ***five percent (5%) of ABC***, if bid security is in Surety Bond.
15	Each Bidder is requested to submit **four (4) copies** (1 originally signed certified true copy of the original documents and 3 certified photocopies) of the first and second components of its bid. The Procuring Entity does not allow the submission of bids through online submission or any other electronic means.
19.2	The Project allows partial bids, bidders may submit a proposal on any of the items, and evaluation will be undertaken on a per item basis. The Bid Security required by ITB Clause 14 shall be submitted for each item
19.3	The lots are grouped as follows:

Lot	Branch	Destination of Rice Recoveries	Maximum Volume for Milling Per Item (in Bags of 50kg)	No. Of Items	Guaranteed Milling Recovery in Bags of 50kg (63%)	Approved Budget for the Contract		
						PIK-Milling Fee @ P109.47 Per Bag of 50Kg	Delivery Fee Per Bag of 50KG	Total
4	Nueva Ecija	Any designated warehouses within the branch	40,000	2	50,400	5,517,288.00	2,016,000.00	**7,533,288.00**
6	Pampanga	Any designated warehouses within the branch	20,000	8	100,800	11,034,576.00	4,032,000.00	**15,066,576.00**
	Region 3		**240,000**	**10**	**151,200**	**16,551,864.00**	**6,048,000.00**	**22,599,864.00**

All bids will be evaluated on a per lot basis vis-à-vis the bidder's offered GMR%, Delivery fee per bag, SLCC, NFCC and Milling Capacity.

The palay stocks shall be sourced in any warehouse of the concerned Branch Office. The expected rice recoveries shall likewise be delivered to any of the Branch Office's warehouses as designated and to designated NCR warehouses.

20.1 **List of Post-Qualification Documents:**

1. Within a non-extendible period of five (5) calendar days from receipt by the bidder of notice from the BAC that it submitted the Lowest Calculated Bid, the bidder shall submit one (1) originally signed certified true copy of the original and 2 certified photo copies) of the following documentary requirements filed and paid thru BIR Electronic Filing and Payment System (EFPS):

Documents Particulars (If applicable)	**For Individual Tax Payer**	**For Non-Individual Tax Payer**
	BIR Form No.	
1. Quarterly Income Tax Return *3rd or4th Quarter of 2024*	1701-Q	1702-Q
2. Quarter Business Tax Return a. Quarterly Value Added Tax Return *3rd or 4th quarter of 2024* or b. Quarterly Percentage Tax Return *3rd or 4th Quarter of 2024* or	2550-Q 2551-Q	2550-Q 2551-Q

2. Test milling results if the bidder with the Lowest Calculated Bid has not yet participated in the recent test milling operations of the NFA, pursuant to NFA SOP No. GM-PG08 on Contracted Milling dated August 1, 1992.

21.1 **List of additional contract documents relevant to the Project:**

Fire Insurance from an Insurer duly registered with the Office of the Insurance Commission and acceptable to the NFA to cover fire, floods, typhoons and other Acts of God in an amount equivalent to One Hundred Percent (100%) of the book value of the palay stocks and sacks issued to the Contractor at a maximum of six (6) days palay milling input capacity of the Contractor's mill on a 12-hour per day operation. Such insurance shall be effective on the day of the first issuance of stocks to the Contractor.

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

GCC Clause	
1	**The scope of the contract are as follows:** 1. Palay milling services 2. Withdrawal and hauling of palay from NFA Region 3 warehouses to millsite 3. Delivery of rice output from millsite to NFA Region 3 warehouses 4. Delivery of rice output from millsite to NFA NCR warehouses **I. Obligations of the NFA** **a. Issuance of Palay** 1. NFA shall adopt the batching system in issuing palay to the contracted miller. Each batch shall not be more than the 3-day milling capacity of the contractor's mill on a 12-hour per day operation. One AI shall be prepared to cover a quantity equivalent to one (1) batch of stocks. 2. The initial quantity of grain stocks to be issued by NFA to the contracted miller shall be equivalent to two batches of stocks covered by two (2) AIs. 3. NFA shall issue the Authority to Issue (AI) and corresponding Warehouse Stock Issue (WSI) to document the palay to be withdrawn by the Contractor. 4. NFA shall entrust empty sacks to the Contractor to serve as containers for the milled rice due to the NFA. The quantity of empty sacks to be issued shall in no case exceed the approximate number of bags of milled rice to be recovered from a particular issuance. The NFA shall prepare and issue the Sack Issuance Authority (SIA) and corresponding Empty Sack Issue (ESI) to document all issuances of empty sacks to the Contractor. 5. NFA shall shoulder all handling expenses incurred from the NFA pile up to the Contractor’s carrier (truck) during withdrawal of palay and rice empty sacks based on the approved existing NFA rates. 6. Succeeding issuances of another batch of palay for milling shall be made by NFA only after the contracted milled rice recoveries and corresponding empty sacks (emptied palay sacks and excess rice containers) of a previously issued batch of palay has been fully delivered by the contractor and accepted by the NFA. One AI for one batch shall be issued for every replenishment.

7. The replenishing AI shall show the WSR Nos. being replenished while the WSRs (contractor's copy) being replenished shall be stamped "REPLENISHED PER AI NO. ________________ DATED _____________________."

b. Acceptance of Milled Rice Recoveries

1. NFA shall coordinate with the Contractor the designated receiving warehouse/s for milled rice recoveries where the final acceptance as to the quantity and quality of stocks shall be made.

2. NFA shall shoulder the transportation expense based on the contracted delivery fee.

3. It shall be the obligation of NFA to accept all deliveries of milled rice provided the deliveries conform with NFA specifications.

4. All delivery of rice recoveries shall pass the bran streaks requirement using the NFA's Staining Method prior to acceptance.

5. NFA shall issue Warehouse Stock Receipt (WSR) to document the acceptance of milled rice recoveries from the Contractor's mill delivered to the NFA designated receiving warehouse/s.

6. NFA shall issue Empty Sack Receipt (ESR) to document all empty sacks returned to NFA from the Contractor's trust, including emptied palay sacks and excess rice containers.

7. NFA shall shoulder all handling expenses incurred from the Contractor's carrier (truck) up to the NFA pile upon receipt of rice recoveries and empty sacks based on the approved existing NFA rates.

II. Obligations of the Contractor

a. Withdrawal and Milling of Palay

1. Contractor shall withdraw the palay and rice empty sacks from the NFA warehouse and transport same to his millsite at his own expense.

2. Contractor shall, personally or through his representative duly authorized in writing, witness the weighing of palay issuance and acknowledge all palay and empty sacks issued by NFA in the WSI and ESI.

3. Contractor shall shoulder all handling expenses incurred from the carrier (truck) up to the miller's pile during the receipt of palay and rice empty sacks at millsite.

4. Contractor undertakes to mill the NFA stocks at its ricemill immediately upon receipt of palay stocks. Contractor shall prioritize the milling of the NFA stocks, and milling shall be exclusive and continuous.

5. Contractor shall ensure that palay sacks are not damaged during milling operations for NFA's recycling purposes.

6. The Contractor at his own account shall place the milled rice in the containers provided by NFA to contain fifty (50) kilograms net weight.

7. Contractor shall not use hooks in handling the NFA's palay and milled rice stocks.

8. The Contractor shall segregate NFA stocks, empty sacks and recoveries to be made identifiable from other stocks or piles. Bin cards may also be placed in every pile.

9. Contractor shall not charge storage fee while NFA stocks and empty sacks are in his custody.

b. Delivery of Milled Rice Recoveries

1. The Contractor shall shoulder all handling expenses incurred from miller's pile up to the carrier (truck) upon deliveries of milled rice, as well as all emptied palay sacks and unused rice empty sacks.

2. Contractor shall deliver the milled rice and all palay empty sacks and unused rice empty sacks to the NFA designated warehouse under the account of the NFA.

3. In consonance with Republic Act No. 10611 or the Food Safety Act of 2013, the Contractor shall ensure that trucks to be used in the delivery of rice recoveries are suited for grains cargo transport, do not have holes / ruptures on the flooring to avoid pilferage / spillage, free from objectionable odor, toxic, and hazardous substances and foreign matters / dirt that may cause damage and / or adulteration / contamination of rice stocks.

4. For the first two (2) batches of palay issued, the Contractor shall complete the delivery of the milled rice, emptied palay sacks and unused rice empty sacks, not later than the seventh

(7^{th}) day reckoned from the date of issuance of Warehouse Stock Issue (WSI).

Delivery for the succeeding batches of palay issuance shall not be later than the fifth (5^{th}) day from the date of issuance.

In cases of Acts of God and Force Majeure, the miller-contractor after submission of written justification, shall be granted a grace period within which to complete delivery of milled rice. Upon validation and verification of a justifiable reason, the number of days shall initially be recommended by the Branch Office concerned subject to the approval of the Regional Manager. The said grace period shall be communicated formally within two (2) calendar days from receipt of the written justification from the miller-contractor.

5. Before the Contractor is issued another AI for replenishment, he shall submit a Milling Report, attaching therein the original copies of the WSIs, ESIs, and ESRs, and the certified xerox copies of the WSRs to the Buffer Stock Management Section (BSM) of the concerned Branch Office.

III. Provisions Applicable to Inter-Region Deliveries to be Covered by Authority to Deliver (ATD):

a. For contracts where NFA Region 3 require the Contractor to directly deliver the milled rice to warehouses of the NFA National Capital Region (NCR), the foregoing provisions, together with the following shall apply:

1. Stock deliveries direct from NFA Region 3 miller-contractors to NFA NCR warehouses shall be thru technical documentation and shall be supported by an Authority to Deliver (ATD).

2. The ATD shall be prepared by the Warehouse Supervisor (WS) designated to receive the milled rice recoveries (milling). One ATD shall cover one truckload of milled rice for transfer to NFA NCR with copy distribution as follows:

Copy 1 - Receiving WS (transfer)
Copy 2 - Source Province
Copy 3 – Miller-Contractor

3. Date of delivery of milled rice recoveries shall be the same as the date of issuance of the ATD. The expected date and time of arrival of the stocks at the designated NFA-NCR warehouse/s shall be indicated in the ATD. For this contract, the transfer period from NFA Region 3 (Contractor's

millsite) to NFA NCR warehouses is hereby set at 48 hours from the issuance of the ATD.

4. Two (2) samples shall be taken from the milled stocks, one shall be attached to the ATD to be presented to the destination and the other shall remain with the source Branch Office/warehouse. Samples shall be properly sealed and countersigned at container by the Quality Assurance Officer (QAO) of the receiving warehouse and the miller/miller's representative.

5. Upon arrival at the NFA NCR designated warehouse, the security guard on duty or the person assigned shall make an ocular inspection of the stocks and shall stamp the date of arrival on the ATD. Further, he shall ensure that the trucks do not leave the compound before the stocks are unloaded to the warehouse. The date of arrival per ATD shall be reconciled later with the logbook of the security guard.

6. Milled rice directly transferred by NFA Region 3 miller-contractors shall be classified by the QAO of the NFA-NCR receiving warehouse/s. As such, the milling degree, quality specifications, number of bags and the weight of stocks shall be final and conclusive at the NFA-NCR receiving warehouse after actual classification and weighing.

7. In case of discrepancy in the classification and/or milling degree between sealed samples which were covered by ATD as against the stocks received at the NFA-NCR designated receiving warehouse, the NFA shall investigate the matter, applying the existing applicable SOP, without, however, prejudice to filing the necessary legal actions available to it to protect its interest.

8. NFA Region 3 shall shoulder the hauling expenses to be incurred from the millsite to the final NFA NCR receiving warehouses at NFA contracted delivery rates.

9. NFA Region 3 source Branch Offices may deploy personnel to witness the unloading of stocks at NFA NCR destination warehouses.

10. All emptied palay sacks and unused rice containers shall be returned to the source Branch Office for replenishment and liquidation purposes.

11. NFA shall not be liable for any additional fees or charges whatsoever in case the stocks could not be immediately received and documented by the receiving warehouse and the

truck is thus forced to wait its turn for unloading. Such waiting time shall be for the Contractor’s account.

b. Technical documentation of direct delivery of milled rice recoveries from NFA Region 3 to NFA NCR:

1. To facilitate reconciliation and examination of documents, the designated WS of the source Branch Office shall technically receive the milled rice recoveries. The Branch Office shall therefore issue to the said WS the AI for transfer. The Supervising Grains Officer (SGO) shall indicate at the remarks portion of the AI "Transfer from *Name of WS* / *Name of Miller Contractor* to the receiving *District Office /Warehouse*."
2. The receiving WS at the destination NFA NCR warehouse shall treat the transaction as "transfer" to be documented on WSR in the name of both the issuing WS and miller contractor e.g. received from *Name of WS* / *Name of Miller Contractor.*

3. Receipt of stocks by the NFA NCR warehouse direct from the miller-contractors of NFA Region 3 must be reported to the issuing Branch Office by the receiving District Office within 48 hours after unloading indicating the name of miller-contractor, AI number, quantity and quality specifications, and WSR numbers.

4. The issuing WS shall prepare the WSR (Receipt from Milling) and WSI (Issues to Transfer) indicating technical transaction based on the WSR documents presented by the trucker from the receiving WS. As an additional control measure, the issuing WS shall also indicate on the Remarks portion of the Miller's copy of the WSR (transfer) the WSR and WSI nos. of the technical transaction documentation. The WSR (transfer) presented by the miller shall be reconciled immediately with the report transmitted by the receiving District Office.

5. No provisional liquidation shall be accepted based on the ATD for the purpose of replenishment of a particular batch for milling. Before the Contractor is issued another AI for replenishment, he must submit the Milling Report, attaching therein the original copies of the WSIs, ESIs, and ESRs, and the certified xerox copies of the ATD, WSRs (transfer) issued by the receiving province for direct deliveries including the WSRs (milling) and WSIs (transfer) used for the technical transaction documentation, to the Buffer Stock Management Section (BSM) of the concerned Branch Office.

IV. Other Provisions of the Milling Contract:

a. The NFA does not guarantee the full milling of the awarded volume during the effectivity of the contract.

b. The NFA may revise its milling plan/schedule such as but not limited to, the volume of palay to be milled, volume of milled rice for delivery, and the intended delivery locations of milled rice recoveries at any time due to operational necessity and efficiency without prejudice to the concerned miller-contrator/s.

c. The Contractor shall be accountable for NFA's palay, rice, and empty sacks from the time it acknowledges the receipts until such time that all milled rice and empty sacks have been fully delivered to and accepted by the NFA. This also includes stocks in transit where all losses and damages that may be incurred on the stocks while in the custody of the Contractor shall be chargeable to his account.

d. The Contractor shall be held liable in case of failure to comply with the terms and conditions set forth in accordance with existing laws and decrees if the fault is attributable to him / her.

e. The Contractor is responsible for the filing and payment of necessary taxes related to his / her palay milling transactions with the NFA, if applicable.

f. In case the Contractor has any outstanding obligations with the NFA, the latter shall have the right to retain 100% of the money value of whatever receivables the Contractor may have from NFA and apply the same by way of compensation for the obligations.

g. In case of litigation arising from this contract, the Contractor agrees to pay liquidated damages in the amount of not less than Fifty Thousand Pesos (Php50,000.00) plus cost of suit.

h. The basis for the examination of accountabilities of the Contractor shall be the palay and empty sacks issued vis-à-vis the rice delivered and empty sacks returned as documented by the AI, WSI, SIA, ESI, WSR, ESR, and if applicable, the ATD. The contents of these documents shall be conclusive so far as the issuances and receipts of stocks and empty sacks are concerned.

i. The approving authority on the AI/SIA (the Branch Manager or in his absence the Assistant Branch Manager) shall be held personally liable for consequent damages NFA may incur in the event stocks and empty sack issuances exceed the quantities stipulated in this contract, and for whatever shortages and losses the miller may incur which NFA cannot recover due to the absence of a performance bond or a fire insurance.

j. In order to verify the physical existence and conditions of the stocks and empty sacks with the Contractors as reported and to check compliance to the provisions of the milling contract, the NFA may conduct a physical inventory of the stocks and empty sacks with the Contractor at any given time.

k. NFA and the miller may designate milling supervisors at the contractor's mill to:

1. Monitor the milling operations.
2. Collect samples for direct deliveries to NFA NCR or as maybe necessary.
3. Ensure that NFA stocks shall not be substituted with stocks of inferior quality.

The assignment of NFA's milling supervisors shall not in any way diminish the responsibilities and accountabilities of the miller-contractor in the performance of his contractual obligations.

l. Anti-Bribery clause: "Contractor has not made and will not make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be ground for immediate termination of this Contract."

m. Assignment clause: " Contractor shall not assign this Contract or sub-contract the performance of any portion of it, without the NFA's written consent. Prior to the assignment or subcontracting and the approval by NFA thereof, Contractor must disclose to NFA the name of its assignee/s or subcontractor/s who/which should have a written agreement/s with Contractor indicating (i) that the assignee/s or subcontractor/s is aware of and shall abide with all the terms and conditions of this Contract, as may be applicable; (ii) that the term of the assignment/sub-contract shall not exceed the term of this Contract; and (iii) the detailed terms of the assignment/sub-contract."

Stipulation on payment of taxes pursuant to Section 3 of EO 398 which states: " To ensure continuing compliance with tax pursuant to Executive Order No. 398, Contractor shall pay taxes in full and on time; Contractor is likewise required to regularly present within the duration of the Contract a tax clearance from the Bureau of Internal Revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

V. Provisions for Suspension or Stoppage of Milling Operations:

a. Suspension of Milling Due to Substandard Recoveries

1. In case the milled rice does not conform with the required milling quality/specification, the Contractor shall suspend the milling operation and shall, within 24 hours, notify NFA in writing of the same. Failure of the Contractor to notify NFA in writing of the incident shall make the Contractor liable for the consequences.

2. The NFA shall determine the veracity of the report and the NFA Branch Manager shall expeditiously act on the same to prevent disruption of the NFA operations.

3. If it is clearly apparent to NFA that from the recovered substandard rice, the palay form was substituted with newly harvested palay or palay with inferior quality, and/or mixed/blended with substandard rice or substituted with inferior quality rice, the Contractor shall automatically be deemed in default.

4. The Contractor shall not be liable if it is proven that the palay issued to the Contractor is of such inferior quality that the agreed specification/milling degree could not be attained and if written advice to this effect is given to NFA upon commencement of milling and duly received by NFA. Should the Contractor fail to submit the aforementioned written advice, this exemption shall not apply.

b. Suspension of Milling Due to Mechanical Breakdown

1. In case NFA receives written report from the Contractor regarding suspension or stoppage of milling operations due to mechanical breakdown of milling facilities, the NFA shall verify the same immediately and the NFA Branch Manager shall act expeditiously, and at his discretion may:

   i. Wait for the mill to be repaired or for the mill to resume operation, or for the termination of the emergency/force majeure/fortuitous event, as the case maybe. In this event, the counting of the delivery period shall be suspended. No suspension of the delivery period shall be allowed if the Contractor has no written notice to the NFA.

   ii. If it is determined that the resumption of milling operations will not be immediate in such a way that it will significantly hamper NFA operations, the Branch Manager may:

a. Get the services of another miller-contractor under the same terms and conditions at the Contractor's expense until the latter can comply with his obligations;

b. Compel the Contractor for the specific performance plus damages; or

c. Recission of the contract with damages. In this event, a new bidding for milling services should be conducted.

VI. Issuance of Suspension Order

a. All written report from the Contractor regarding suspension or stoppage of milling operations due to substandard recoveries and/or mechanical breakdown, shall be properly recorded and immediately acted upon by the Branch Manager through the following:

1. Issuance of Suspension Order if upon verification of the Contractor's written notification, it was confirmed that the stoppage of milling operations is justified and will not delay/ compromise NFA operations. Likewise, the implementation of the contract may be suspended in cases of emergency / force majeure/fortuitous event, until the situation returns to normal.

2. Deny the request through a written notice if upon verification, the suspension or stoppage of milling operations is not justified and will delay / compromise NFA operations.

VII. Monitoring and Reporting

a. Maintenance of Logbooks

1. **Logbook of AIs Issued** - This logbook maintained by the Branch BSM Section records all Authority to Issue (AI) granted to the Contractors. It shows among others, the WSR No. and the quantity of recoveries delivered being replenished.

2. **Milling Transaction Logbook** - The Contractor is required to maintain a milling logbook where grain receipt, milled recoveries, empty sacks receipt, and empty sacks returned shall be recorded. This logbook is subject to inspection and verification by the NFA milling supervisor or authorized representatives.

3. **Milling Supervisor Logbook** - Using the same logbook format of the Contractor, the milling supervisor shall likewise maintain another set of this milling logbook which shall be the basis in the preparation of the Milling Report.

b. Milling Reports

1. **Milling Report** - this report shows the detailed issuances and receipts of a particular batch as well as the running totals for issues, recoveries of a particular Contractor. It includes the issues, receipts and balances of empty sacks. It shall be prepared and submitted to the Branch BSM Section for the purposes of reconciliation and issuance of another batch (replenishment). The Contractor and the milling supervisor shall coordinate on the preparation of this milling report with their respective logbooks as basis.

2. **Monthly Milling Progress Report** – this report shows the monthly and cumulative totals of milling transactions and shall be prepared and submitted by the Branch BSM Section to the Regional Office.

3. **Statement of Milling Liquidation** - shall show the result of milling of a particular Contractor at the end of the milling period per call off or upon the expiration of the contract. This shall also serve as the basis for the formal liquidation of the miller's accountability by COA. To be attached with this report is a reconciliation statement prepared by the Branch Accountant accounting for the variance between the balance per liquidation vs balances per books.

   Inventory with contracted millers shall be liquidated at the end of the milling period or upon expiration of the contract, whichever comes first. It shall be the responsibility of the SGO to prepare the Statement of Milling Liquidation which shall serve as the basis for the formal liquidation of COA. The Statement shall be distributed as follows:

   i. Commission on Audit (COA)
   ii. Regional Office
   iii. BSM Section Copy
   iv. Finance Section
   v. Miller-Contractor

   Overages in the delivery of milled recoveries in excess of the guaranteed milling recovery shall be returned to the miller contractor

c. Dispersal Progress Reports – this report shows the status of stocks transferred to the destination warehouses and shall be updated

	regularly by the Branch BSM Section for submission to the Regional Office and the source/destination Regional and Branch Office.
2.2	**The terms of payment shall be as follows:** 1. Payment for the milling services rendered shall be in kind (PIK). The CONTRACTOR agrees to accept as full payment, all by-products and ricehull, as well as the rice recoveries in excess of the Contracted Milling Recovery of the actual volume milled. Hence, there shall be NO CASH OUTLAY from NFA for payment of milling services except for payment for the delivery of rice recoveries from mill to designated receiving warehouses. 2. All payments for the Contractor shall be made at the Branch Office concerned with jurisdiction over the Project; and 3. All payments to the Contractor under this Contract shall be subject to the usual accounting and auditing rules and regulations.
4	The inspections and tests that will be conducted are: 1. The NFA Branch Office thru the Stock Accountable Officers and Quality Assurance Officers at the designated receiving warehouses of the milled rice recoveries of NFA Region 3 and NFA NCR shall conduct the final classification and weighing of the Miller-Contractor's delivered milled rice recoveries to determine its conformity or compliance (or lack of it) with the requirements and specifications enumerated in Section VI. Schedule of Requirements and Section VII. Technical Specifications of these bidding documents. 2. **Only milled rice recoveries that conform with the required specifications /parameters shall be accepted. Substandard deliveries shall not be accepted.** 3. All delivery of rice recoveries shall pass the bran streaks requirement using the NFA's Staining Method prior to acceptance. 4. For direct deliveries to NFA-NCR, two (2) samples shall be taken from the milled stocks, one shall be attached to the ATD to be presented to the destination and the other shall remain with the source Branch Office/warehouse. Samples shall be properly sealed and countersigned at container by the Quality Assurance Officer (QAO) of the receiving warehouse of the source Branch Office and the miller/miller's representative. 5. In order to verify the physical existence and conditions of the stocks and empty sacks with the Contractors as reported and to check compliance to the provisions of the milling contract, the NFA may conduct a

	physical inventory of the stocks and empty sacks with the Contractor at any given time.
6	**VIII. Delayed Deliveries** **a.** The Contractor shall be considered in delay if, without written justification, he fails to commence milling within three (3) days upon receipt of Notice to Proceed. **b.** For direct deliveries to NFA NCR, the Contractor shall be considered in delay when the truck/stocks fail to arrive at the final receiving warehouse within the set transfer period (48 hours) or, on or before the expected date and time of arrival as indicated in the ATD for no justifiable reason and without written advise to the issuing warehouse. **c.** The Contractor shall be considered in delay in case of failure to commence the withdrawal of palay stocks within 24 hours from the date of issuance of an AI for milling. **d.** In the foregoing cases, the Contractor shall pay the penalty for delay computed at 1/10th of 1% of the book value of the undelivered stocks/sacks per day of delay or $1/10^{th}$ of 1% of the book value of the unwithdrawn palay stocks per Authority to Issue (AI). **IX. Default** **a.** The Contractor shall be considered in default upon the occurrence of the following: 1. Failure to deliver the milled rice recovery of the first two (2) batches of palay issued, emptied palay sacks and any unused milled rice empty sacks within the seventh (7^{th}) calendar day, reckoned from the date of issuance of the WSI of a particular batch. 2. Failure to deliver the milled recovery of the first two (2) and succeeding batches within the prescribed period, reckoned from the date of issuance of the WSI of a particular batch plus the number of days of grace period granted, in consideration of Acts of God and Force Majeure. 3. Failure to meet NFA specifications for milled rice recoveries. 4. Upon occurrence of ITEM V. a.3 of GCC Clause 1 5. If on any day after the issuance of palay stocks, no NFA stocks are found in the rice mill and the MILLER-CONTRACTOR has not made any delivery in whole or in part.

	6. Upon the occurrence of any of the foregoing events of the default, the NFA shall immediately issue to the miller-contractor a Notice of Default and require, within fifteen (15) calendar days from receipt of same, payment of the cost of the undelivered recoveries and empty sacks based on the replacement cost plus pay an interest of 1% per month after the lapse of the fifteen (15) days period from the receipt of Notice of Default. The settlement of the miller-contractor's liabilities shall be through any of the following modes and order of priority: i. Deduction from claims payable to the miller-contractor, if there's any ii. Payment in cash

Section VI. Schedule of Requirements

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

The lots and the corresponding volume of stocks, withdrawal location of palay, and delivery location of milled rice recoveries are shown below:

Lot	Branch	Destination of Rice Recoveries	Maximum Volume for Milling Per Item (in Bags of 50kg)	No. Of Items	Guaranteed Milling Recovery in Bags of 50kg (63%)	Approved Budget for the Contract		
						PIK-Milling Fee @ P109.47 Per Bag of 50Kg	Delivery Fee Per Bag of 50KG	Total
4	Nueva Ecija	Any designated warehouses within the branch	40,000	2	50,400	5,517,288.00	2,016,000.00	**7,533,288.00**
6	Pampanga	Any designated warehouses within the branch	20,000	8	100,800	11,034,576.00	4,032,000.00	**15,066,576.00**
	Region 3		**240,000**	**10**	**151,200**	**16,551,864.00**	**6,048,000.00**	**22,599,864.00**

1. The milling services shall commence on the date indicated in the Call-offs and shall be until the completion of delivery of the contracted volume at the time and place required by NFA or until December 31, 2025, whichever comes first.

2. The palay stocks to be milled and brand new empty rice sacks (MTS) to be used as containers of the contracted milled rice output shall be issued from the designated warehouses of the concerned NFA Branch Offices.

3. NFA shall adopt the batching system in issuing palay to the contracted miller. Each batch shall not exceed the 3-day milling capacity of the contractor's mill on a 12-hour per-day operation. One AI shall be prepared to cover a quantity equivalent to one (1) batch of stocks.

4. The contractor undertakes to mill the NFA stocks at its rice mill immediately upon receipt. The milling of the NFA stocks shall be prioritized, exclusive, and continuous.

5. The contracted milled rice output, used palay MTS, and unused empty rice sacks, if any, shall be delivered at any designated NFA warehouses.

6. The palay stocks shall be sourced in any warehouse of the concerned Branch Office. For reference purpose, the warehouse of the branch offices is located as follows:

NFA REGION3	**PROVINCE/LOCATION OF WAREHOUSES**
NUEVA ECIJA	AURORA, NUEVA ECIJA
PAMPANGA	BATAAN, PAMPANGA AND ZAMBALES

The expected rice recoveries shall likewise be delivered to any designated Branch office warehouse and to designated NCR warehouses.

Section VII. Technical Specifications

ITEM/SERVICE	SPECIFICATIONS

Palay Milling Services

I. RICEMILL SPECIFICATIONS:

For multi-pass ricemill

Ricemill Parameters
Classification : Multi-pass Rice Mill
Capacity : 1.5-TPH based on paddy input

Rice Mill Equipment
Dehuller : Should be rubber-roll type with 75.0% Hulling Efficiency (minimum)
Polisher : A combination of Abrasive and/or Friction-type polishers
Destoner : Required

II. QUALITY SPECIFICATIONS OF INPUT/OUTPUT

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

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

Legend:

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

III. TRUCKS SPECIFICATION:

In consonance with Republic Act No. 10611 or the Food Safety Act of 2013, the Contractor shall ensure that trucks to be used in the delivery of rice recoveries are:

1. Suited for grains cargo transport,
2. Do not have holes / ruptures on the flooring to avoid pilferage / spillage,
3. Free from objectionable odor, toxic, and hazardous substances and foreign matters / dirt that may cause damage and / or adulteration / contamination of rice stocks.

DELIVERY SCHEDULE	Upon effectivity of the Contract Agreement until December 31, 2025, subject to the milling period as indicated per Authority to Issue (AI)**.**

The above Statement of Compliance with the Technical Specifications shall be supported by the following valid documents:

1. Proof of ownership (Transfer Certificate of Title or Tax Declaration) or Lease Agreement for a ricemill facility;

2. Miller's Profile stating the following:
    a. Contact information/details of the company, including its branch office/s if any;
    b. Number of years in the palay milling business;
    c. List of owned and/or leased ricemill/s; and
    d. Organizational Chart

3. Certification issued by the NFA Branch Office where the ricemill facility is located, signed by the Branch Manager, Assistant Branch Manager, Supervising Grains Officer, Branch Standards and Quality Assurance Officer, Engineer III and Accountant III stating:
    a. That the prospective bidder's rice mill, passed all the parameters of the technical specifications based on the results of the latest test milling operations conducted;
    b. The actual/effective 12-hour input capacity of the prospective bidder's ricemill based on the results of the said test milling;
    c. That the prospective bidder is not a defaulting miller-contractor; and
    d. That the prospective bidder has been cleared of its stocks and empty sacks (MTS) accountabilities from previous milling contract/s.

4. If the bidder has not yet participated in the recent test milling operations, the miller shall submit an Affidavit stating his/her willingness to conduct test milling of his ricemill facility using his/her own palay stocks during the post qualification stage of the bidding if declared as Lowest Calculated Bid. The test milling shall ascertain and validate the miller's responsiveness in meeting the requirements of the contract.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

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; **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**

a. Proof of ownership
b. Miller's Profile
c. Branch Certification, if applicable
d. Notarized Affidavit, if applicable

(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 RA 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

ANNEX "A"

REVISED PhilGEPS CERTIFICATE OF PLATINUM REGISTRATION AND MEMBERSHIP
(First Page Only)

Republic of the Philippines
Department of Budget and Management
PROCUREMENT SERVICE

CERTIFICATE OF PHILGEPS REGISTRATION
(Platinum Membership)

THIS IS TO CERTIFY THAT

(NAME OF BIDDER)
Address

is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on (date of registration) 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 (name of the prospective bidder) 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 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 (date of expiration).

Issued this (date) day of (month), year.
This is a system-generated certificate. No signature is required.

Documentary Stamp Tax Paid 30.00 (QR Code)
Certificate Reference No:

Page 1 of 3

REMINDERS [1]

- *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

[1]Refer to Section 4 of the Guidelines for the Use of the Government of the Philippines - Official Merchant's Registry

"Annex A"

List of Eligibility Documents

of

SEC Certificate	Registration Date : 23-Jul-2018 SEC Certificate Number : HS096000079
Mayors Permit	Expiration Date : 30-Sep-2020 Permit Number : Place of Issue : Issued By / Signatory : Issuance Date : 20-Feb-2020
Tax Clearance	Expiration Date : 01-Jul-2021 TCC Number : Issued By / Signatory : Issuance date : 01-Jul-2020
Audited Financial Statement	Date of Filing : 15-May-2020 Current Asset : Total Asset : Current Liabilities : : Total Liabilities : 1 Name of Auditor : BIR RDO Code :
PCAB License	Expiration Date : - Issued By / Signatory : Issuance Date : - License Number : License First Issue Date : - Principal Classification : Category :

Certificate Reference No: 201705164053734088814

ANNEX "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

Business Name : ____

Business Address : ____

Name of Contract	Owner's Name and Address	Contract Duration	Date Started/ Awarded	Kinds of Goods	Amount of Contract	Value of Outstanding Contract	Bidder's Role
GOVERNMENT							
PRIVATE							

Instructions

a. *State all ongoing contracts including those awarded but not yet started (government and private contracts which maybe similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.*
b. *If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.*
c. *The total amount of ongoing and awarded but not yet started contracts should be consistent with those used in the computation of the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.*
d. *"Name of Contract". Indicate here the Nature/Scope of the Contract for easier tracking of the entries/representations. Example : "Provision of Corporate Executive Health Care Program".*
e. *Must be supported by the following Documents:*
    i. *Contract or Notice of Award indicating the Value of the Contract*
    ii. *Certification from the end user of the percentage of accomplishment on the on-going contract*

Submitted by : ____

(Printed Name & Signature)

Designation : ____

Date : ____

ANNEX "C"

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR IN NATURE AND COMPLEXITY TO THE PROJECT

Business Name : ______________________________
Business Address : ______________________________

Name of Contract	Date of Contract	Contract Duration	Contracting Parties	Kinds of Goods	Amount of Contract	Date of Delivery/ Completion
GOVERNMENT						
PRIVATE						

Instructions

a. *Single Largest Contract completed within the last three (3) years as of date of submission and receipt of bids, a contract similar to the project, the value of which adjusted to the current price using the Philippine Statistics Authority (PSA) consumer price indexes must be at least equivalent to:*
   i. *Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) of the ABC for this Project; and*
   ii. *The largest of these similar contracts must be equivalent to at least twenty five percent (25%) of the ABC.*
b. *Cut-off date – as of the day before the deadline of submission and opening of bids.*
c. *"NAME OF CONTRACT". Indicate here the Nature/Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the procurement at hand.*
d. *Must be supported by the:*
   i. *Contract*
   ii. *End-User's Certificate of Completion*

Submitted by : ______________________________
(Printed Name & Signature)
Designation : ______________________________
Date : ______________________________

ANNEX "D"

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.: ***NFA-2025-RBAC-REGIII-004***
Total Number of Items : ________

To: *[NATIONAL FOOD AUTHORITY- CENTRAL LUZON REGIONAL OFFICE]*

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]*.

AUTHORIZED REPRESENTATIVE
Affiant

[Jurat]

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

Cont. ANNEX “D”

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

ANNEX "E"

CONFORMITY WITH THE TECHNICAL SPECIFICATIONS

Type or print clearly the technical specifications on the space provided opposite each requirement if different from NFA's specifications, otherwise indicate ***COMPLY****. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO COMPLY WILL RESULT IN THE REJECTION OF THE BIDDER'S PROPOSAL*

ITEM/SERVICE	SPECIFICATIONS	STATEMENT OF COMPLIANCE
Palay Milling Services	**I. RICEMILL SPECIFICATIONS:** ***For multi-pass ricemill*** Ricemill Parameters Classification : Multi-pass Rice Mill Capacity : 1.5-TPH based on paddy input Rice Mill Equipment Dehuller : Should be rubber-roll type with 75.0% Hulling Efficiency (minimum) Polisher : A combination of Abrasive and/or Friction-type polishers Destoner : Required	

II. QUALITY SPECIFICATIONS OF INPUT/OUTPUT

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

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

Legend:

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

III. TRUCKS SPECIFICATION:

In consonance with Republic Act No. 10611 or the Food Safety Act of 2013, the Contractor shall ensure that trucks to be used in the delivery of rice recoveries are:

1. Suited for grains cargo transport,
2. Do not have holes / ruptures on the flooring to avoid pilferage / spillage,
3. Free from objectionable odor, toxic, and hazardous substances and foreign matters / dirt that may cause damage and / or adulteration / contamination of rice stocks.

____

Name of the Company (in print)

____

Signature of Company Authorized Representative

____

Name and Designation (in print)

____

Date

Attachments to ANNEX “E”

Proof of ownership (Transfer Certificate of Title or Tax Declaration) or Lease Agreement for a ricemill facility;

LETTERHEAD

MILLER'S PROFILE

I. BACKGROUND

NAME OF RICEMILL:	
OWNER/PROPRIETOR:	
CONTACT NUMBER:	
BUSINESS ADDRESS:	
NO. OF YEARS IN MILLING BUSINESS:	
NO. OF BRANCHES (IF ANY)	

II. LIST OF OWNED AND LEASED RICEMILL/S

	BRAND/CAPACITY	**LOCATION**
OWNED:		
LEASED:		

III. ORGANIZATIONAL CHART

Submitted by : ____

(Printed Name and Signature of Ricemill Owner/Lessor)

Designation : ____

Date : ____

_______________ **Branch Office**

______________________________ ____________ www.nfa.gov.ph

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

This is to certify that ***(Name of Business)*** with business address at ***(Business Address)***, represented by its Owner/Proprietor, ***(Name of Owner/Proprietor),*** has participated in the latest test milling operations conducted by the NFA ____________ Branch Office on its *(indicate whether **owned** or **leased**)* ricemill located at ***(Location of Ricemill Facility).*** Said ricemill **PASSED** all the parameters of the technical specifications based on the following results (indicate *Not Applicable or NA if miller has not participated in the test milling):*

MINIMUM PARAMETERS	TEST MILLING RESULTS	TEST MILLING RESULTS
CLASSIFICATION	**MULTI-PASS RICEMILL**	**SINGLE-PASS RICEMILL**
BRAND NAME		
CAPACITY PER HOUR:		
If multi-pass ricemill, 1.5 TPH based on paddy input; If single-pass ricemill, 1.0-TPH based on paddy input	*Indicate actual capacity of ricemill*	*Indicate actual capacity of ricemill*
DEHULLER:		
Should be rubber-roll type with 75.0% hulling efficiency	*Indicate dehuller type and hulling efficiency*	*Indicate dehuller type and hulling efficiency*
POLISHER:		
A combination of abrasive and/or friction-type polishers	*Indicate polisher type*	
WITH DESTONER:	*Indicate destoner type*	
MILLING DEGREE:		*Can accommodate RMR and WMR*
ACTUAL/EFFECTIVE 12-HR INPUT CAPACITY	*Indicate value based on actual results*	*Indicate value based on actual results*
AVERAGE ACTUAL TEST MILLING RECOVERY %	*Indicate average actual test milling recovery %*	*Indicate average actual test milling recovery %*

Name of Ricemill Owner (if leased) : ________________________________

This is to further certify that ***(Name of Business)*** has been cleared of its NFA stocks and empty sacks (MTS) accountabilities and has no outstanding obligations from its previous milling contract/s.

(Name of Business) is also not listed as a defaulting miller-contractor of the Branch Office.

Issued this ____________ day of _______________, 2025 by the NFA _____________ Branch Office for whatever legal purposes it may serve.

____
Accountant III

____
Branch Standards and Quality Assurance Officer

____
Engineer III

____
Supervising Grains Officer

____
Assistant Branch Manager

____
Branch Manager

AFFIDAVIT

If the bidder has not yet participated in the recent test milling operations, the miller shall submit an Affidavit stating his/her willingness to conduct test milling of his ricemill facility using his/her own palay stocks during the post qualification stage of the bidding if declared as Lowest Calculated Bid. The test milling shall ascertain and validate the miller's responsiveness in meeting the requirements of the contract.

ANNEX "F"

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

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF ______) S.S.

AFFIDAVIT

I, [name], of legal age, [Single], [Filipino], and residing at [adress], after having been duly sworn in accordance with law, do hereby depose and state that:

I am the sole proprietor or authorized representative of [] with office address at [address of Bidder];

[[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. [] 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, **<u>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;</u>**

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. [] 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:

    a. Carefully examining all of the Bidding Documents;
    b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
    c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
    d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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. **<u>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.</u>**

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

<u>[Jurat]</u>
[Format shall be based on the latest Rules on Notarial Practice]

Attachments to ANNEX "F"

Notarized Authority of the Signatory (whichever is applicable)

i. For Single Proprietorship- Special Power of Attorney
ii. For Partnership- A partnership Resolution signed by the General Manager or President
iii. For Corporation, joint venture and cooperatives- Board Resolution with the Secretary's Certificate

(to be provided by the bidder)

ANNEX "G"

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The formula to determine NFCC is 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 on the latest Audited Financial Statements submitted to the BIR.

(NFCC)

CURRENT ASSETS			**P**	**xxx**		
LESS CURRENT LIABILITIES			**-**	**xxx**		
Net Working Capital			**=**	**xxx**		
Multiplied by 15			**x**	**15**		**P xxx**
LESS OUTSTANDING CONTRACTS						
Ongoing Contracts						
Contract 1 (Specify)	**P**	**xxx**				
Contract 2 (Specify)		**xxx**				
Etc.				**xxx**		
Awarded contracts yet to be started						
Contract 1 (Specify)		**xxx**				
Contract 2 (Specify)		**xxx**				
Etc.				**xxx**	**-**	**xxx**
NFCC					**=**	**P xxx**
						=========

CERTIFIED CORRECT:

____

Printed Name and Signature
Proprietor/President/General Manager/
Duly Authorized Representative

____

Name of Bidder

NOTES:

A. NFCC must at least be equal to the Approved Budget for the Contract (ABC).

B. If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed by a local universal or commercial bank.

CREDIT LINE CERTIFICATE

Date:_________________

Regional Manager
NATIONAL FOOD AUTHORITY
Region ____

CONTRACT/PROJECT : ______________________________________
COMPANY/FIRM : ______________________________________
ADDRESS : ______________________________________

BANK/FINANCING INSTITUTION : ______________________________________
ADDRESS : ______________________________________
____

AMOUNT : ______________________________________

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Name of Prospective Bidder), if awarded the above-mentioned Contract, a credit line the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be effective or available on the date of the bid submission by the ________________________________and shall be maintained until the project is completed by the (Name of Prospective Bidder) Contractor.

This Certification is being issued in favor of said ______________________________________ in
(Name of Prospective Bidder

connection with the bidding requirement of National Food Authority Region __ for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized
Financing Institution Officer : ______________________________________
Official Designation : ______________________________________

Concurred By:

Name & Signature of
Authorized Representative : ______________________________________
(Name of Prospective Bidder)

Official Designation : ______________________________________

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _______ day of ___________, 20_____, affiant exhibited to me his/her Government Issued ID No. ___________ issued on ____________________ at _____________________________, Philippines.

Notary Public
Serial No. of Commission ______________
Notary Public for _______ until __________
Roll of Attorneys No. __________________
PTR No. ______ *[date issued], [place issued]*
IBP No. ______ *[date issued], [place issued]*

Doc. No.______
Page No.______
Book No.______
Series of______

ANNEX "H"

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between ___________, of legal age, __*(civil status)*__, owner/proprietor of _________________________ and a resident of ________________________.

- and -

_______________________, of legal age, __*(civil status)*__, owner/proprietor of ____________________ a resident of ____________________________________.

THAT both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the __*(Name of the Procuring Entity)*__.

A. NAME OF PROJECT **CONTRACT AMOUNT**

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

That both parties agree that ___________________ and/or __________________ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

THAT this Joint Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this _____ day of ______, in the year of our Lord ___

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _______ day of ___________, 20_____, affiant exhibited to me his/her Government Issued ID No. ___________ issued on ____________________ at ____________________________, Philippines.

Notary Public
Serial No. of Commission ______________
Notary Public for _______ until __________

ANNEX “I”

BID FORM

[shall be submitted with the Bid]

Date : ________________
Project Identification No. : NFA-2025-RBAC-REGIII-004B

To : *National Food Authority*
Regional Office 3
Cabanatuan City
Nueva Ecija

Gentlemen and/or Ladies:

Having examined the Philippine Bidding Documents including Supplemental or Bid Bulletin Numbers _____, the receipt of which is hereby duly acknowledged, we, the undersigned offer to perform the **Services for 2025 Milling of Palay and Delivery of Milled Rice Recoveries to NFA Region 3 and NFA NCR (Negotiated Procurement – Two Failed Bidding)** in conformity with the said PDBs for the sum of [total Bid amount in words and figures (P ________________________________)] 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: (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. Summary of details shown below:

PARTICULARS	VOLUME/AMOUNT
Lot No. Participating	*Indicate the Lot No/s. with Bids*
Total Palay for Milling	bags
Total Guaranteed Rice Recovery	bags
Total Amount of Bid (inclusive of PIK Value, Delivery Fee, VAT and Other Taxes)	PhP
Total Amount of Bid in Words	

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.

Until a formal Framework Agreement is prepared and executed, this Bid, together with your written acceptance thereof and your Notice to Execute Framework Agreement, 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: ____________________

ANNEX “J”

SCHEDULE OF PRICES

Procurement of Services for the 2025 Milling of Palay and Delivery of Milled Rice Recoveries to NFA Region 3 and NFA NCR

(Negotiated Procurement – Two Failed Bidding)

Item	Branch	Maximum Volume for Milling per Item (in Bags of 50kg)	Minimum Guaranteed Milling Recoveries (63%)		ABC		BID OFFER					
			Destination	Volume	PIK per ITEM	Delivery Fee	Guaranteed Milling Recovery (in %)	Total Guaranteed Rice Recovery (B-50kg)	Effective PIK per Output / Bag	Delivery Fee per Bag	Total Bid per Bag (PIK & Delivery Fee)	Total Bid (PIK & Delivery Fee)
A	*C*	*D*	*E*	*F*	*G*		*H*	*I*	*G / Σ I = J*	*K*	*J + K = L*	***F x L = M***
4	N. Ecija	40,000	N. Ecija	25,200	2,758,644.00	1,008,000.00						
4	N. Ecija	40,000	N. Ecija	25,200	2,758,644.00	1,008,000.00						
6	Pampanga	20,000	Pampanga	12,600	1,379,322.00	504,000.00						
6	Pampanga	20,000	Pampanga	12,600	1,379,322.00	504,000.00						
6	Pampanga	20,000	Pampanga	12,600	1,379,322.00	504,000.00						
6	Pampanga	20,000	Pampanga	12,600	1,379,322.00	504,000.00						
6	Pampanga	20,000	Pampanga	12,600	1,379,322.00	504,000.00						
6	Pampanga	20,000	Pampanga	12,600	1,379,322.00	504,000.00						
6	Pampanga	20,000	Pampanga	12,600	1,379,322.00	504,000.00						
6	Pampanga	20,000	Pampanga	12,600	1,379,322.00	504,000.00						
TOTAL		**240,000**		**151,200**								

Any excess in the total guaranteed rice recovery against the Minimum GMR shall be added in the total guaranteed rice recovery for delivery to the branch

Delivery Fee within Region III:

DISTANCE IN KM (RANGE)	MAXIMUM DELIVERY FEE/BAG PER RANGE OF KM-DISTANCE
Within 10 km	P20.00/bag of 50kg
Above 10 km to 30 km	P30.00/bag of 50kg
Above 30 km	P40.00/bag of 50kg

Notes:

- Bidders must submit bid for the longest distance range (above 30 km) which shall be considered as the anchor for calculating bids for the lower ranges (within 10 km and above 10km up to 30 km)
- The bids for the lower distance ranges shall be automatically adjusted proportionally based on the bid submitted for the highest range.

- A predetermined ratio or percentage is applied to adjust the lower-range bids as follows:
    - Bid for distance **within 10 km** = 50% of bid for distance above 30 km
    - Bid for distance **above 10 km up to 30 km** = 75% of bid for distance above 30 km
- Any manual bid input for lower ranges will be overridden by the automatic adjustment mechanism if it does not comply with the calculated proportion.
- All bidders must agree to the automatic adjustment rule before submitting their bid.

Delivery Fee within NCR :

- Flat Rate: Maximum of P60.00 per Bag of 50kg

Date : ___________________________

_____________________________________ _____________________________________

[Name and Signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of

____

[Name of Bidder]

ANNEX “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.

ANNEX “L”

Certification from the DTI if the Bidder claims preference
as a Domestic Bidder or Domestic Entity