



**COOPERATIVE DEVELOPMENT AUTHORITY  
Regional Office X**

Macapagal Drive-Crossing Canitoan, Zone 2, Barangay Canitoan, 9000 Cagayan de Oro City  
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# **BIDDING DOCUMENTS**

**FOR**

## **SUPPLY AND DELIVERY OF POST HARVEST FACILITIES FARM EQUIPMENTS**

**ITEM 1.            13 –SETS OF DIGITAL 2IN1  
CORN MILL COMBINED RICE  
MILL WITH 12KVA DIESEL  
GENERATOR SET**

**CONTRACT NO. CDAR10-GOOD-02-027-23**



# COOPERATIVE DEVELOPMENT AUTHORITY

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***Section I. Invitation to Bid***



# COOPERATIVE DEVELOPMENT AUTHORITY Regional Office X

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## INVITATION TO BID

### FOR THE SUPPLY AND DELIVERY OF POST HARVEST FACILITIES FARM EQUIPMENT'S WITH CONTRACT NO. CDAR10-GOODS-02-027-23

1. The **COOPERATIVE DEVELOPMENT AUTHORITY (CDA) Cagayan de Oro Extension Office**, through the authorized appropriations under the FY 2023 General Appropriations Act intends to apply the sum of **FIFTEEN MILLION SIX HUNDRED THOUSAND PESOS (P15,600,000.00)** being the **Approved Budget for the Contract (ABC)** to payments under contract for the **Supply and Delivery of 13 – Sets Digital 2in1 Corn Mill Combined Rice Mill with 12Kva Diesel Generator Set**. Bids received in excess of the ABC shall be automatically rejected at Bid opening.
2. The **CDA** through its Bids and Awards Committee (BAC) now invites eligible and interested Bidders for the purchase of **Supply and Delivery of 13 Sets of Digital 2in1 Corn Mill Combined Rice Mill with 12Kva Diesel Generator Set**. Delivery of the goods shall be in accordance with the Delivery Schedule under Section VI. Schedule of Requirements and Section VII. Technical Specifications. Bidders should have completed, within one (1) year from the date of the Pre-Bid Conference, contracts similar to the Project worth at least fifty percent (50%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders (ITB).
3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary pass/fail criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184), otherwise known as the **“Government Procurement Reform Act.”**

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to Republic Act 5183 and subject to Commonwealth Act 138.

4. Interested bidders may obtain further information from **Bids and Awards Committee Secretariat** and inspect the Bidding Documents at the address given below during office hours from 8:00 A.M. to 5:00 P.M., Mondays to Fridays.
5. A complete set of Bidding Documents may be purchased by interested Bidders from the address given below and upon payment of a non-refundable fee for the Bidding Documents in the amount of **TWENTY-FIVE THOUSAND PESOS (P 25,000.00)**

It may also be **downloaded free of charge** from the website of the Philippine Government Electronic Procurement System (**PhilGEPS**) and the website of the **CDA**, provided that bidders shall pay the fee for the Bidding Documents not later than the submission and opening of bids.

6. The **CDA BAC** will hold a **PRE-BID CONFERENCE on MAY 8, 2023 (Monday), 1:00 o'clock in the afternoon** at the CDA Conference Room, 3/F, CDA Building, Crossing Canitoan-

Macapagal Drive, Canitoan, Cagayan de Oro City which **shall be participated by all interested parties.**

7. Bids must be delivered/submitted to **the address below on or before MAY 22, 2023 (Monday), until 1:00 O'clock in the Afternoon (cut-off-time).** All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

**BID OPENING shall be on MAY 22, 2023 at 1:30 in the afternoon,** to be held at the CDA Conference Room, 3/F, CDA Building, Crossing Canitoan- Macapagal Drive, Canitoan, Cagayan de Oro City Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. **Late bids shall not be accepted.**

8. The **CDA and/or its BAC** reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

**THE CDA BAC SECRETARIAT**

Crossing Canitoan- Macapagal Drive  
Canitoan, Cagayan de Oro City  
Telephone Nos. (088) 850-1892

**(SGD) EDWIN B. PELOSAS**  
Chairman, Bids & Awards Committee

Date of Publication: March 18, 2023



# **COOPERATIVE DEVELOPMENT AUTHORITY**

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

# COOPERATIVE DEVELOPMENT AUTHORITY

## 1. Scope of Bid

The Procuring Entity, **Cooperative Development Authority, (CDA)** wishes to receive Bids for the **SUPPLY AND DELIVERY OF POST HARVEST FACILITIES FARM EQUIPMENTS** { 13 – SETS – DIGITAL 2IN1 CORN MILL COMBINED RICE MILL WITH 12KVA DIESEL GENERATOR SET under a Framework Agreement}, with identification number: **CDAR10-GOODS-02-027-23**  
*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

The Procurement Project (referred to herein as “Project”) is composed of: **[13- SETS – DIGITAL 2IN1 CORN MILL COMBINED RICE MILL WITH 12KVA DIESEL GENERATOR SET]**, 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 *2023 funding year* in the amount of **FIFTEEN MILLION SIX HUNDRED THOUSAND PESOS [Php 15,600,000.00]**.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## 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

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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. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- 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. **For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. **Subcontracting is not allowed.**
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.



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- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **CDA-10 Conference Room, Crossing Canitoan-Macapagal Drive, Canitoan, Cagayan de Oro City on May 8, 2023 at 1:00 O'clock in the afternoon** and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within 12 months similar contract 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

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- 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. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

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- 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.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off 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:
  - a. Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 **June 30, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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## 15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## 16. Deadline for Submission of Bids

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

16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## 17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## 18. Domestic Preference

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

18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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## 19. Detailed Evaluation and Comparison of Bids

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

*[Include the following options if Framework Agreement will be used:]*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- Option 3 - One Project having several items, which shall be awarded as separate contracts per item.
- 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. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is

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made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, 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**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

## 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**.

*[Include the following clauses if Framework Agreement will be used:]*

- 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**.

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

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## Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Supply and Delivery of Post-Harvest Facilities Farm Equipment's.</i></li> <li>b. Completed within 12 months prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<p><i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i></p>
12	<p>The price of the Goods shall be quoted DDP <b>to be delivered at Marawi City.</b></p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Three Hundred Twelve Thousand Pesos (Php 312,000.00)</b> <i>[equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit.</li> <li>b. The amount of not less than <b>Seven Hundred Eighty thousand Pesos (Php 780,000.00)</b> <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond (if the BID is for the 2 items).</li> </ul>
19.3	<p><i>The project will be awarded per item:</i></p> <p><b>Item 1. 13 – Sets – Digital 2in1 Corn Mill Combined Rice Mill with 12KVA Diesel Generator Set – ABC is Php 15,600,000.00</b></p>
20.2	<p><i>The Bidder should submit the following documents: Establishment Registration with DTI/CDA/SEC, Mayors Permit, Business Permit, BIR Registration, Certification from Agricultural Machinery Testing and Evaluation Center (AMTEC)-with test result of corn milling and rice milling</i></p>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p>

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## *Section IV. General Conditions of Contract*

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

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## 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**.

*[Include the following clauses if Framework Agreement will be used:]*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

## 4. Inspection and Tests

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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 *{[Include if Framework Agreement will be used:]* or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## 5. Warranty

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

## 6. Liability of the Supplier

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

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

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

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

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## Special Conditions of Contract

GCC Clause	
1	<p><b><i>'1. There should be contract between the winning bidder and institution or a cooperative for the Dealership/Consignment of replaceable parts of the items to ensure availability in Marawi City Area or nearby Municipality in Lanao del Norte. (In-case no seller in the area)</i></b></p> <p><b>Delivery and Documents –</b></p> <p><b>The delivery of the items to Marawi City should be within Forty-five (45) days after the completion of the contract signing DDP.</b></p> <p>'The manufacturer / distributor / dealer shall issue a warranty certificate to the buyer. Warranty against defective materials and workmanship shall be provided for parts and</p> <p>'The manufacturer / distributor / dealer shall be capable of:</p> <ul style="list-style-type: none"> <li>'• Supplier's technicians should be available on the scheduled inspection within two weeks after delivery</li> <li>'• Supplying the services of mechanic/ technical personnel free of charge for replacing parts under</li> <li>'Warranty to put the unit in running condition during the warranty period.</li> <li>'• Providing services on repairs after warranty period at reasonable cost;</li> <li>'• Providing illustrated parts catalogue and repair or workshop manual</li> <li>'• Maintaining spare parts of at least 10% of their average past three-year sales per product to ensure adequate inventory of fast-moving spare parts; and</li> <li>'• Repair of defective units and provision of other after sales services shall be undertaken within 5 working days upon the receipt of complaints</li> </ul> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>(George B. Sayre, Edwin B. Pelosas,))</i>.</p>

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## **Incidental Services –**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

*Select appropriate requirements and delete the rest.*

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

## **Spare Parts –**

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

*Select appropriate requirements and delete the rest.*

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

## COOPERATIVE DEVELOPMENT AUTHORITY

	<p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> <li>Name of the Procuring Entity</li> <li>Name of the Supplier</li> <li>Contract Description</li> <li>Final Destination</li> <li>Gross weight</li> <li>Any special lifting instructions</li> <li>Any special handling instructions</li> <li>Any relevant HAZCHEM classifications</li> </ul>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>



## COOPERATIVE DEVELOPMENT AUTHORITY

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: <b><u>Within one (1) month</u></b> after the winning bidder had provided training on the operation, repairs and maintenance of the agricultural and fisheries machinery upon the complete delivery and actual demonstration of the unit by the supplier.</p>
4	<p>The inspections and tests that will be conducted are: <i>[to be determine by both Procuring Entity and Winning Bidder to ensure manpower availability.</i></p>



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[Use this form for Framework Agreement:]

## *Framework Agreement List*

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.

<b>FRAMEWORK AGREEMENT LIST</b>			
<b>COOPERATIVE DEVELOPMENT AUTHORITY – Region 10</b>			
	<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>
<b>1</b>	<b>Digital 2in1 Corn Mill Combined Rice Mill with 12KVA Diesel Generator Set</b>	<b>1,200,000.00</b>	<b>13 sets</b>
	<b>TOTAL (Approved Budget for the Contract)</b>		<b>15,600,000.00</b>
	<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within Forty-five (45) calendar days after completion of the contract signing.</i>	
	<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>	
	<b>SIGNATURE OVER PRINTED NAME</b>	<b>POSITION</b>	<b>DEPARTMENT/DIVISION</b>

## *Section VII. Technical Specifications*

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

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Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent.*" References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

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## Technical Specifications

Item	Specification	Statement of Compliance
1	<p><b>TECHNICAL DETAILS</b>  <b><u>DIGITAL 2 in 1 CORN MILL COMBINED RICE MILL</u></b></p> <p>MAIN STRUCTURE  Overall Dimensions, mm  Length : 915  Width : 910  Height : 1290</p> <p>Electric Motor  Brand :  Model :  Type : Capacitor start Induction  Rated power, kW : 2  Phase : Single Phase  Voltage : 220V  Frequency : 60Hz  Current A : 3.6  Weight, kg : 22</p> <p>Power Transmission system  Engine to milling assembly : V-belt and Pulley  Electric Motor<sup>b</sup> : 127 x 1 x 38.1  Milling assembly<sup>b</sup> : 76.2 x 1 25.4  Belt size : ND  Motor<sup>b</sup> : 76.2x 1 38.1  Milling assembly. : 127 x 1 x 38.1  Input Hopper  Holding Capacity : ND  Height from the ground : 1290  Degermed assembly  Type : Hammer mill  Size L x D, mm : 210 x 60  Material of construction : Stainless steel  Outlet  Main production outlet : NM  Degermer outlet : NM  Flour and bran outlet. : NM  Grinding assembly  Type : Steel huller  Dimension, L x W, mm : 245 x 100  Number of units : 1  Material of construction : Cast iron  Type of cleaning device : Aspirator  Safety device : On/Off switch  Special Features  Hopper shot off  Four wheels with lock  Anti-skip bolt and nut lock  Digital Amp  Performance Test</p>	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

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Weight input kg	: 76.99	
Weight of main product	: 38.33	
Weight of by-products kg	: 952.45	
Output capacity/hour	: 95.00	
Milling capacity, kg/hr	: 159.20	
Main product recovery %	: 49.78	
By-product recovery%	: 50.22	
Losses	: 0	
Degermer efficiency	: 63.59	
Speed component, rpm.	With Load	Without Load
Motor	: 3552	: 3436
Degermer	: NM	: NM
Grinder shaft	: NM	: NM
Aspirator blower	: NM	: NM
Noise level dB(A)	With Load	Without Load
Feeding operators ear level	: 80.8	: 83.5
Baggers Ear level	: 77.7	: 85.4
Power consumption	With load	Without load
Input power kW	: 0.916	: 2.48
Line Voltage, V <sub>L</sub>	: 223.4	: 209.1
Load current, A	: 4.1	: 11.9
<b>Micromill Rice Data</b>		
Crop	: rice paddy	
Source	: ND	
Variety	: ND	
Grain moisture content, $\theta_{owb}$	: 10.36	
Length	: 7.78	
Width	: 2.14	
Thickness	: 1.63	
Grain type	: Long and Slender	
Paddy bulk density kg/m <sup>3</sup>	: 535.29	
Purity %	: 99.04	
Cracked grains, %	: 6.67	
Immature grains, %	: 3.12	
Chalky grains %	: 3.72	
Yellow and fermented grains %	: 0.120	
<b>Performance test</b>		
Weight input	: 36.91	
Input capacity	: 136.50	
Weight of milled rice kg	: 21.94	
Output capacity kg/h	: 79.67	
Milling capacity	: 59.44	
Based on input paddy	: 46.70	
Based on milled rice	: 78.56	
Broken rice %		
Based on milled rice	: 0.303	
Based on rough rice	: 0.180	
Brewers rice %		
Based on milled rice	: 0.303	
Based on rough rice	: 0.180	

# COOPERATIVE DEVELOPMENT AUTHORITY

	<p>Milling degree : well-milled  Whiteness index : 37.1  Analysis of sample head rice outlet  Head rice,% : 78.564  Broken rice,% : 21.133  Brewer rice, % : 0.303  Speed of component Without Load With load  Motor shaft : 3548 : 3350  Milling shaft : NA : NM<sup>b</sup>  Aspirating fan shaft : NA : NM<sup>b</sup>  Noise level dB(A) Without load With load  Feeding operator's ear level : 81.3 : 83.8  Bagger ear level : 80.3 : 80.8  Power consumption Without load With load  Line voltage : 224.0 : 205.4  Load Current ,A : 4.8 : 11.6  Input power,kW : 1.53 : 3.45</p> <p>12kva Generator set  - DIESEL FED  - With accessories  - Wheel</p>	
2	<p>'Warranty: Minimum of one (1) year.</p> <p>'The manufacturer / distributor / dealer shall issue a warranty certificate to the buyer. Warranty against defective materials and workmanship shall be provided for parts and</p> <p>'The manufacturer / distributor / dealer shall be capable of:</p> <ul style="list-style-type: none"> <li>'• Supplier's technicians should be available on the scheduled inspection within two weeks after delivery</li> <li>'• Supplying the services of mechanic/ technical personnel free of charge for replacing parts under</li> </ul> <p>'Warranty to put the unit in running condition during the warranty period.</p> <ul style="list-style-type: none"> <li>'• Providing services on repairs after warranty period at reasonable cost;</li> <li>'• Providing illustrated parts catalogue and repair or workshop manual</li> </ul>	



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	<p>'• Maintaining spare parts of at least 10% of their average past three-year sales per product to ensure adequate inventory of fast-moving spare parts; and</p> <p>'• Repair of defective units and provision of other after sales services shall be undertaken within 5 working days upon the receipt of complaints</p> <p>'Delivery Period: 45 calendar days</p> <p>'Payment: Payment shall be made after the manufacturers/ distributors/ dealers had provided training on the operation, repairs and maintenance of the agricultural and fisheries machinery upon the complete delivery and actual demonstration of the unit by the supplier.</p>	

*[Use this form for Framework Agreement:]*

## ***Technical Specifications***

<b><i>TECHNICAL SPECIFICATIONS</i></b>			
<b><i>Item / Service</i></b>	<b><i>Maximum Quantity</i></b>	<b><i>Technical Specifications / Scope of Work</i></b>	<b><i>Statement of Compliance</i></b>
			<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not</i></p>

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			<p><i>Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</i></p>

## ***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.

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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

### (a) Eligibility Documents –

#### Class “A” Document:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR, **AMTECH Test Certification: with Test Result for Corn Milling and Rice Milling, BIR Registration Form, Certificate of Registration (TIN), Mayor’s Permit, Business Permit, SEC/CDA Registration.**
- (ii) (ii) Statement of the prospective bidder of all its ongoing government and private contracts (please refer to Annex A), including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
- (iii) (iii) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid (please refer to Annex B) within the last One( 1) year;
- (iv) (iv) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) (please refer to Annex C) or Committed Line of Credit from a Universal or Commercial Bank which must be at least equal to ten percent (10%) of the ABC = **PhP15,600,000.00**

#### Class “B” Document:

- (v) (v) Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration

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in accordance with Section 8.5.2 of the IRR of RA9184. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and Audited Financial Statements.

## (b) Technical Documents –

- (i) The bid security in any of the form below:
  - (i.1) Cash or cashier's/manager's check issued by a Universal or Commercial Bank;  
Two Percent (2%) of the ABC = **PhP312,000.00.**
  - (i.2) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; Two Percent (2%) of the ABC = **PhP312,000.00.**
  - (i.3) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security – Five Percent (5%) of the ABC = **PhP780,000.00.**
  - (i.4) Duly Notarized Bid-Securing Declaration.
- (ii) Conformity with the Technical specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales service/parts, if applicable (please refer to Annex E); and
- (iii) (iii) Duly Notarized Omnibus Sworn Statement by the prospective bidder or its duly authorized representative.

## 2. Documents Comprising the Bid: Financial Component

- (a) Financial Bid Form.

'3. Delivery Period must be within Forty-five (45) days after the signing of the contract to be delivered at Marawi City.

'4. There should be contract between the winning bidder and institution or a cooperative for the dealership/consignment of replaceable parts of the items to ensure availability in Marawi City or nearby Municipality in Lanao del Norte.

### NOTE:

All documents shall be current and updated and any missing document in the above mentioned checklist is a ground for outright rejection of the bid. Bidder shall submit one (1) original and six (6) photocopies of the first and second components of its bid in sealed envelope.

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To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the abovementioned checklist when placed in an Envelope, with documents bounded, tabbed and labeled accordingly