



COOPERATIVE DEVELOPMENT AUTHORITY

827 Aurora Blvd., Service Road, Brgy. Immaculate Conception Cubao, 1111 Quezon City, Philippines
http://www.cda.gov.ph helpdesk@cda.gov.ph CDA Philippines



BIDS AND AWARDS COMMITTEE

BIDDING DOCUMENTS

FOR THE

PROCUREMENT OF 1 LOT SUPPLY AND DELIVERY OF BRAND-NEW DIGITAL 2-IN-1 CORN MILL COMBINED RICE MILL WITH 10 KVA GENERATOR SET FOR MICRO AGRICULTURE COOPERATIVES NATIONWIDE

CONTRACT NO. CDA-GOODS-2024-03

Sixth Edition

COOPERATIVE DEVELOPMENT AUTHORITY

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations.....	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid	11
2. Funding Information	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders	12
6. Origin of Goods	12
7. Subcontracts.....	12
8. Pre-Bid Conference.....	12
9. Clarification and Amendment of Bidding Documents	13
10. Documents comprising the Bid: Eligibility and Technical Components.....	13
11. Documents comprising the Bid: Financial Component.....	13
12. Bid Prices	14
13. Bid and Payment Currencies.....	14
14. Bid Security.....	14
15. Sealing and Marking of Bids	15
16. Deadline for Submission of Bids	15
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference.....	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification.....	16
21. Signing of the Contract.....	16
Section III. Bid Data Sheet.....	17
Section IV. General Conditions of Contract.....	23
1. Scope of Contract.....	24
2. Advance Payment and Terms of Payment.....	24
3. Performance Security.....	24
4. Inspection and Tests.....	24
5. Warranty	25
6. Liability of the Supplier	25
Section V. Special Conditions of Contract.....	26
Section VI. Schedule of Requirements	31

COOPERATIVE DEVELOPMENT AUTHORITY

Section VII. Technical Specifications	33
Section VIII. Checklist of Technical and Financial Documents	43
Section IX. Bidding Forms	46
Statement of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started.....	47
Statement of Single Largest Completed Contract which is Similar in Nature.....	48
Bid Securing Declaration.....	49
Omnibus Sworn Statement (Revised).....	50
Bid Form for the Procurement of Goods	53
Price Schedule for Goods Offered from Within the Philippines	54
Contract Agreement Form for the Procurement of Goods (Revised).....	55
Performance Securing Declaration (Revised).....	57

COOPERATIVE DEVELOPMENT AUTHORITY

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

COOPERATIVE DEVELOPMENT AUTHORITY

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste

COOPERATIVE DEVELOPMENT AUTHORITY

management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

COOPERATIVE DEVELOPMENT AUTHORITY

Section I. Invitation to Bid



COOPERATIVE DEVELOPMENT AUTHORITY

827 Aurora Blvd., Service Road, Brgy. Immaculate Conception Cubao, 1111 Quezon City, Philippines
http://www.cda.gov.ph helpdesk@cda.gov.ph CDA Philippines



INVITATION TO BID

For the

PROCUREMENT OF 1 LOT SUPPLY AND DELIVERY OF BRAND-NEW DIGITAL 2-IN-1 CORN MILL COMBINED RICE MILL WITH 10 KVA GENERATOR SET FOR MICRO AGRICULTURE COOPERATIVES NATIONWIDE WITH CONTRACT NO. CDA-GOODS-2024-03

1. The **COOPERATIVE DEVELOPMENT AUTHORITY (CDA) Head Office**, through the **General Appropriations Act FY 2024**, intends to apply the sum of **TWO HUNDRED FOUR MILLION PESOS ONLY (P204,000,000.00)** being the **Approved Budget for the Contract (ABC)** to payments under contract for the **PROCUREMENT OF 1 LOT SUPPLY AND DELIVERY OF BRAND-NEW DIGITAL 2-IN-1 CORN MILL COMBINED RICE MILL WITH 10 KVA GENERATOR SET FOR MICRO AGRICULTURE COOPERATIVES NATIONWIDE**. 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 above Procurement Project. Delivery of Services is required as specified in Section VI (Schedule of Requirements) of the Bidding documents**. Bidders should have completed a contract similar to the Project, within the last five (5) years from the date of submission and receipt of bids. The description of the eligible bidder is contained in Section II of the Bidding Documents, Instruction to Bidders (IB).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary 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.

4. Prospective Bidders may obtain further information from CDA Bids and Awards Committee Secretariat and inspect the Bidding Documents at the address given below during office hours and as posted on the website of the CDA and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be purchased by interested Bidders starting **March 15, 2024** from the address given below and upon payment of a non-refundable fee for the Bidding Documents in the amount of **FIFTY THOUSAND PESOS (P50,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means.

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 (in person) on March 25, 2024 (Monday), 10:00 AM** at the **7th Floor Conference Room, CDA Building, No. 827 Aurora Blvd., Service Road, Brgy. Immaculate Conception, Cubao, Quezon City** which shall be open to all prospective bidders.

COOPERATIVE DEVELOPMENT AUTHORITY

7. Bids must be duly received by the Bids and Awards Committee (BAC) - Secretariat through manual submission at the office address indicated below **on or before April 11, 2024 or at the latest one (1) hour before the deadline of the opening of bids (or at 9:00 AM of April 11, 2024)**. Printed copies of the Bid must be submitted *simultaneously* with the electronic copies sent to the Official email address of CDA BAC Secretariat. Late bids shall not be accepted and CDA - Office Clock following the Philippine Standard Time, located at the Ground Floor shall be used as reference.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. **BID OPENING shall be on April 11, 2024 (in person), Thursday at 10:00 AM at 7th Floor Conference Room, CDA Building, No. 827 Aurora Blvd., Service Road, Brgy. Immaculate Conception, Cubao, Quezon City.** The bids shall be opened in the presence of the bidders or their duly authorized representatives who choose to attend the meeting.
10. The CDA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. The Cooperative Development Authority does not condone any form of solicitation on any prospective winning and losing bidders by any of our staff/employees or any other party. Any sort of this kind shall be reported immediately to the Office of the Administrator or the National Bureau of Investigation for entrapment and proper investigation.
12. For further information, please refer to:
THE CDA BAC SECRETARIAT
Ground Floor, CDA Building, No. 827 Aurora Blvd., Service Road, Brgy. Immaculate Conception, Cubao, Quezon City
Telephone/FAX No. (02) 8723-8306
Email address: bacsecretariat@cda.gov.ph
13. You may visit the following website to download the bidding documents:
<https://cda.gov.ph/bids-and-awards>



RAY R. ELEVAZO, CESE, MNSA
Chairman, Bids & Awards Committee

Date of Publication: March 15, 2024



COOPERATIVE DEVELOPMENT AUTHORITY

Section II. Instructions to Bidders

COOPERATIVE DEVELOPMENT AUTHORITY

1. Scope of Bid

The Procuring Entity, **Cooperative Development Authority** wishes to receive Bids for the **PROCUREMENT OF 1 LOT SUPPLY AND DELIVERY OF BRAND-NEW DIGITAL 2-IN-1 CORN MILL COMBINED RICE MILL WITH 10 KVA GENERATOR SET FOR MICRO AGRICULTURE COOPERATIVES NATIONWIDE**, with Project Identification Number **CDA-GOODS-2024-03**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2024 in the amount of TWO HUNDRED FOUR MILLION PESOS ONLY (P204,000,000.00)**.

2.2. The source of funding is **General Appropriations Act FY 2024**. For the purpose of early procurement authorized under Section 7.6 of the 2016 Revised IRR of RA No. 9184, the proposed budget under the FY 2024 General Appropriations Act shall be used as basis.

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.

COOPERATIVE DEVELOPMENT AUTHORITY

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. 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;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade
- 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: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the total ABC per lot in the amount **₱ 102,000,000.00**.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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 **IB**.

COOPERATIVE DEVELOPMENT AUTHORITY

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.

COOPERATIVE DEVELOPMENT AUTHORITY

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 **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in 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 **one hundred twenty (120) calendar days from the date of the opening of bids**. Any Bid not accompanied by an

COOPERATIVE DEVELOPMENT AUTHORITY

acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one (1) Original and two (2) copies of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time through manual submission as indicated in instruction 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in instruction 9 of the **IB**. The Bidders' representative/s 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.

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

COOPERATIVE DEVELOPMENT AUTHORITY

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 that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. 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**.

COOPERATIVE DEVELOPMENT AUTHORITY

Section III. Bid Data Sheet

COOPERATIVE DEVELOPMENT AUTHORITY

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall:</p> <ul style="list-style-type: none"> a. Refer to the SUPPLY AND DELIVERY OF BRAND NEW DIGITAL 2-IN-1 CORN MILL COMBINED RICE MILL WITH GENERATOR; b. have been completed within five (5) years prior to the deadline of the submission and receipt of bids. <p>The Bidder should have completed a Single Largest Completed Contract (SLCC) that is similar to the Project; has been completed within the last five (5) years prior to the deadline for the submission and receipt of bids; and whose value, adjusted to current prices using the Philippine Statistics Authority's Consumer Price Index (CPI), must be equivalent to at least 50% of the ABC</p>
5.4	<p>Eligibility Criteria under the 2016 IRR of RA No. 9184.</p> <p>23.4.1 For the procurement of Goods:</p> <p>23.4.1.1 The following shall be eligible to participate in the bidding for the supply of goods:</p> <ul style="list-style-type: none"> a) Duly licensed Filipino citizens/sole proprietorships; b) Partnerships duly organized under the laws of the Philippines and of which at least 60% of the interest belongs to citizens of the Philippines; c) Corporations duly organized under the laws of the Philippines, and of which at least 60% of the outstanding capital stock belongs to citizens of the Philippines; d) Cooperatives duly organized under the laws of the Philippines; or e) Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest of the joint venture concerned shall be at least 60%. For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA. (23.5.1.1a)
7.1	Subcontracting is not allowed.
8	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 IB.
9	Prospective bidders may request clarification and/or interpretation of any part of the Bidding documents at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
10.1	Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:

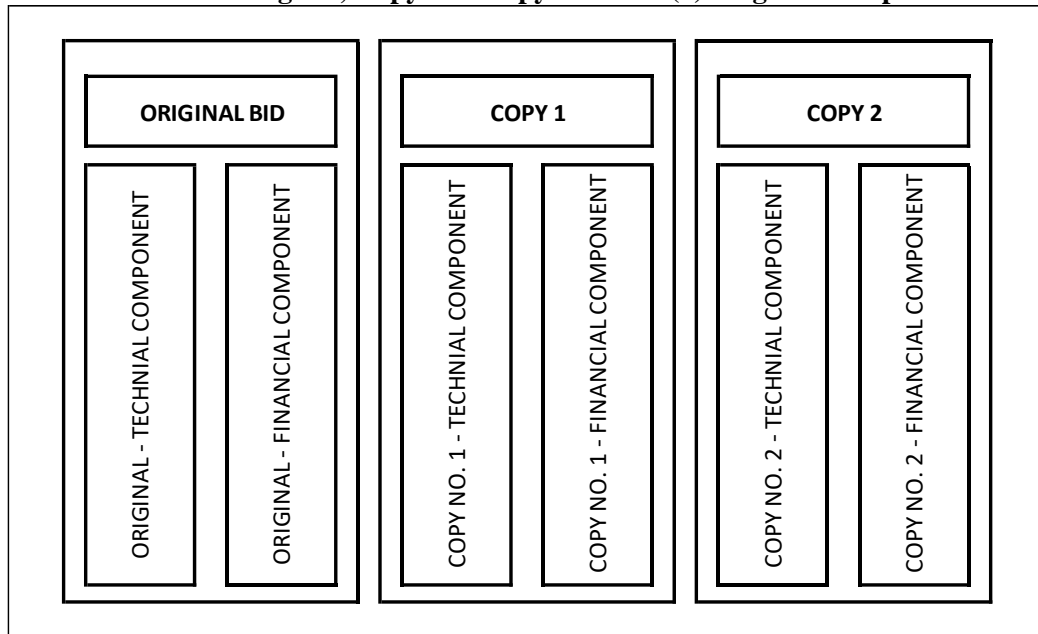
COOPERATIVE DEVELOPMENT AUTHORITY

	<p>(i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver’s license, SSS ID, GSIS e-card, etc.); and</p> <p>(ii) the oath of affirmation of one credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification.</p> <p>In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.</p>
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
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> <p>a. The amount of not less than P4,080,000.00 <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; or</p> <p>b. The amount of not less than P10,200,000.00 <i>[equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>
15	<p>The Bidders shall submit one (1) original eligibility and technical documents in one sealed envelope marked “ORIGINAL – TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”. Further, the bidder shall submit 2 set of copies of the first and second envelopes similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>Printed copies of the Bid must be submitted simultaneously with the electronic copies sent to the Official email address of CDA BAC Secretariat.</p>

COOPERATIVE DEVELOPMENT AUTHORITY

Below is the labeling and marking instructions:

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



Important: The printed copy will prevail over the electronic copies should there be any discrepancy between the two.

1. All documents should be properly tabbed and bound;
2. All pages should be signed by the bidder's authorized representative.
3. Bear the warning "Do not open before (the date and time of opening of Bids).
4. Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
5. First component must be the Eligibility and Technical Documents while second component must be the Financial component.
6. The duplicate i.e. copies 1-2 must include the same documents as that of the original set of documents. In case, however, a bidder opts to submit cash as its bid security, copies 1-2 need not contain photocopies of the same.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC,

In case there is discrepancy in the amount in words and amount in figures in the bid proposal, the amount in words shall prevail. In the event of incorrect computation, the BAC and TWG will review the arithmetical computation and reflect the correct amount.

Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted.

COOPERATIVE DEVELOPMENT AUTHORITY

	<p>Documents must be arranged according to the checklist and must be fastened or bound properly. Bidders are instructed to place a marker tab at the right side of each document for faster and easier location.</p> <p>All bids received on the deadline of submission shall be considered as final bid and therefore cannot be modified during and after the opening.</p>
17.1	The Opening of Bids shall be held on April 11, 2024, Thursday at 10:00 AM as indicated in paragraph 9 of the IB.
19.3	The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
20	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Photocopy of Contract or Purchase Order of a single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid. 2. The corresponding proof of completion, which could either be: <ol style="list-style-type: none"> i. Certificate of Final Acceptance/Completion from the bidder's client; or ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract. 3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> i. 2023 Income Tax Return with proof of payment; and ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from September 2023 to February 2024. <p>* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.</p> <p>** In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose.</p> <p>*** In case of a tie and two (2) or more bidders have been post-qualified as Lowest Calculated Responsive Bidders (LCRBs), the tie-breaking measure determined by the procuring entity shall be non-discretionary and nondiscriminatory such that the same is based on sheer luck or chance.</p> <p>As a matter of information to the prospective bidders, the CDA-BAC has determined to use the method of a "raffle," wherein the names of the bidders involved in the tie and declared as LCRBs will be written in separate similar unmarked papers, and will be folded and placed in a container.</p>

COOPERATIVE DEVELOPMENT AUTHORITY

<p>Thereafter, a CDA-BAC representative will draw the raffle in an order wherein the first drawn bidder shall be considered as the winning LCRB and awarded the contract. The second drawn bidder shall be the second ranked LCRB, and so on until all LCRBs are drawn and ranked. In case of the failure, refusal or inability of the winning LCRB to submit the documents required under Section 37.1 of the 2016 Revised IRR of RA No. 9184 or to enter into contract and post the required Performance Security, as provided in Section 40 of the same IRR, the BAC shall disqualify the said LCRB, and shall proceed to award the contract to the second ranked LCRB. This procedure shall be repeated until a Notice to Proceed has been issued.</p>
--

COOPERATIVE DEVELOPMENT AUTHORITY

Section IV. General Conditions of Contract

COOPERATIVE DEVELOPMENT AUTHORITY

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.

COOPERATIVE DEVELOPMENT AUTHORITY

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.

COOPERATIVE DEVELOPMENT AUTHORITY

Section V. Special Conditions of Contract

COOPERATIVE DEVELOPMENT AUTHORITY

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered in Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <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 ASec. Virgilio R. Lazaga.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 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; and 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.
	<p>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.</p>

COOPERATIVE DEVELOPMENT AUTHORITY

Spare Parts –

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of five (5) years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 72 hours of placing the order.

Packaging –

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

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

COOPERATIVE DEVELOPMENT AUTHORITY

	<p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<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>Transportation –</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> <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>

COOPERATIVE DEVELOPMENT AUTHORITY

	<p>Intellectual Property Rights –</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>Payment schedule shall be in accordance with the Detailed Technical Specifications.</p> <p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> a. Renewed Mayor’s/Business Permit in lieu of the submitted expired permit; b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Section 39 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, in lieu of the unnotarized PSD.
3	<p>In accordance with item 6.4 of GPPB Resolution No. 09-2020, a Performance Securing Declaration (PSD) shall be accepted in lieu of a performance security to guarantee the winning bidder’s faithful performance of obligations under the contract, subject to the following:</p> <ul style="list-style-type: none"> a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract; b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form.

COOPERATIVE DEVELOPMENT AUTHORITY

Section VI. Schedule of Requirements

COOPERATIVE DEVELOPMENT AUTHORITY

Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	PROCUREMENT OF 1 LOT SUPPLY AND DELIVERY OF BRAND-NEW DIGITAL 2-IN-1 CORN MILL COMBINED RICE MILL WITH 10 KVA GENERATOR SET FOR MICRO AGRICULTURE COOPERATIVES NATIONWIDE Please refer to Annex A - Detailed Technical Specifications / Requirements for the detailed Project Description	Lot	1	THIRTY (30) WORKING DAYS UPON RECEIPT OF THE NOTICE TO PROCEED

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder Signature Over Printed Name of Representative Date

Section VII. Technical Specifications

COOPERATIVE DEVELOPMENT AUTHORITY

Technical Specifications

Bidders must state here either “**Comply**” or “**Not Comply**” in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

Specifications	Statement of Compliance
PROCUREMENT OF 1 LOT SUPPLY AND DELIVERY OF BRAND-NEW DIGITAL 2-IN-1 CORN MILL COMBINED RICE MILL WITH 10 KVA GENERATOR SET FOR MICRO AGRICULTURE COOPERATIVES NATIONWIDE	
1. SPECIFICATIONS (See Annex A “Detailed Technical Specifications / Requirements”)	
2. DELIVERY TERMS (See Annex A “Detailed Technical Specifications / Requirements”)	
3. DELIVERY AREA (See Annex A “Detailed Technical Specifications / Requirements”)	
4. MODE OF PAYMENT (See Annex A “Detailed Technical Specifications / Requirements”)	
5. WARRANTY (See Annex A “Detailed Technical Specifications / Requirements”)	
6. AFTER-SALES SERVICE (See Annex A “Detailed Technical Specifications / Requirements”)	
7. TRACK RECORD OF SUPPLIER (See Annex A “Detailed Technical Specifications / Requirements”)	
8. AVAILABILITY OF PRODUCTS (See Annex A “Detailed Technical Specifications / Requirements”)	
9. PENALTIES (See Annex A “Detailed Technical Specifications / Requirements”)	

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder Signature Over Printed Name of Representative Date

Detailed Technical Specifications / Requirements

PROJECT TITLE: “Capability Enhancement of Micro Agriculture Cooperatives Through Cooperative Development Project 2024”
(Provision of Digital 2-in-1 Corn Mill Combined Rice Mill with 10KVA Generator Set to Micro Agriculture Cooperatives Nationwide)

OBJECTIVE: To distribute Digital 2-in-1 Corn Mill Combined Rice Mill with 10KVA Generator Set to 170 micro agriculture cooperative beneficiaries from all regions nationwide, except the National Capital Region (NCR).

1. SPECIFICATION: Digital 2-in-1 Corn Mill Combined Rice Mill

A. PORTABLE

B. MAIN STRUCTURE

- **Overall Dimensions, mm**

Length	: 915
Width	: 610
Height	: 1140

- **Electric Motor**

Type	: Capacitor start, Induction
Rated power, kW.	: 2
Rated Speed, rpm	: 3420
Phase	: Single Phase
Voltage	: 220V
Frequency	: 60Hz
Current A	: 3.6
Weight, kg	: 22

- **Power Transmission system**

Engine to milling assembly	: V-belt and Pulley
Electric Motor	: 127 x 1 x 38.1
Milling assembly	: 76.2 x I 25.4
Motor to milling assembly	: V-belt and Pulley
Motor	: 76.2x 1 x 38.1
Milling assembly	: 127 x 1 x 38.1

COOPERATIVE DEVELOPMENT AUTHORITY

- **Input Hopper**
 - Height from the ground : 1290

- **Degermed assembly**
 - Type : Hammer mill
 - Size L x D,mm : 210 x 60
 - Material of construction : Stainless steel

- **Grinding assembly**
 - Type : Steel huller
 - Dimension, L xW,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**
 - a. Hopper shot off
 - b. Four wheels with lock
 - c. Anti-skip bolt and nut lock

- **Condition Test Sample**
 - Crop : Yellow Corn
 - Kernel Dimension, LxWxt, mm : 11.74x9.03x4.22
 - Corn Bulk density, kg/m³ : 793.26
 - Moisture content% : 16.3
 - Purity : 99.57

- **Performance Test**
 - Weight input kg. : 76.99
 - Weight of main product : 38.33
 - Input Capacity, kg/h. : 952.45
 - Output capacity/hour : 93.99
 - Milling capacity, kg/hr : 159.20
 - Main product recovery : 49.78
 - % By-product : 50.22
 - recovery% Losses : 0
 - Degenner efficiency : 63.59

COOPERATIVE DEVELOPMENT AUTHORITY

- **Speed component, rpm. With Load**

Motor	: 3436
Feeding operators ear level	: 83.5
Baggers Ear level	: 85.4
Power consumption with load	
Input power, kW	: 2.48
Line Voltage, Vv	: 209.1
Load current, A	: 11.9

- **Micro mill Rice Data**

Crop	: rice paddy
Source	: ND
Variety	: ND
Grain moisture content, °low	: 10.36
Length	: 7.78
Width	: 2.14
Thickness	: 1.63
Grain type	: Long and Slender
Paddy bulk density, kg/m ³	: 535.29
Purity %	: 99.04
Cracked grains%	: 6.67
Immature grains, %	: 3.12
Chalky grains%	: 3.72
Yellow and fermented grains, %	: 0.120

- **Performance test**

Weight input	: 36.91
Input capacity	: 136.50
Weight of milled rice, kg	: 21.94
Output capacity kg/h	: 79.67
Milling capacity	: 138.28
Total Milling Capacity	: 59.44
Based on input paddy	: 46.70
Based on milled rice	: 78.56

COOPERATIVE DEVELOPMENT AUTHORITY

- **Broken rice %**
 - Based on milled rice : 21.13
 - Based on rough rice : 12.56

- **Brewers rice %**
 - Based on milled rice : 0.303
 - Based on rough rice : 0.180
 - 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 with load**
 - Motor shaft : 3350

- **Noise level, dB(A) With load**
 - Feeding operator's ear level : 83.8
 - Bagger ear level : 80.8

- **Power consumption. With load**
 - Line voltage : 205.4
 - Load Current, A : 11.6
 - Input power, kW : 3.45

- **10KVA Generator set**
 - DIESEL FED
 - With accessories
 - Wheel
 - Special features: key and power remote control

C. TECHNICAL DOCUMENTS

The bidder shall provide the following:

Agricultural Machinery Testing and Evaluation Center (AMTEC)
Certification

COOPERATIVE DEVELOPMENT AUTHORITY

Certificate of Accreditation from National Agricultural and Fisheries Machinery Assemblers Manufacturers Importers, Distributors and Dealers Accreditation and Classification (NAMDAC)

Certification of guaranteed availability of spare parts within 5 years upon acceptance of the machines

Certificate of After-sales Service

Permit to Operate issued by the Bureau of Agricultural and Fisheries Engineering (BAFE)

2. DELIVERY TERMS: Units shall be delivered to the designated delivery areas within 30 working days upon receipt of the Notice to Proceed.

3. DELIVERY AREA: Delivery Area shall consist of all the Cooperative Development Authority (CDA) Extension Offices (EO), except the CDA NCR Extension Office. Table below shows the distribution of the 170 units of the Digital 2-in-1 Corn Mill Combined Rice Mill with 10KVA Generator Set.

CDA Regional Extension Office as Place of Delivery	Quantity
CAR EO - Baguio City, Benguet	10
Region I EO - Dagupan City, Pangasinan	10
Region II EO - Tuguegarao City, Cagayan	10
Region III EO - San Fernando City, Pampanga	20
Region IV-A EO - Calamba City, Laguna	10
Region IV-B EO - Calapan City, Oriental Mindoro	10
Region V EO - Naga City, Camarines Sur	10
Region VI EO - Municipality of Leganes, Iloilo	10
Region VII EO - Cebu City, Cebu	10
Region VIII EO - Tacloban City, Leyte	10
Region IX EO - Pagadian City, Zamboanga del Sur	10
Region X EO - Cagayan de Oro City, Misamis Oriental	10
Region XI EO - Davao City, Davao del Sur	10

COOPERATIVE DEVELOPMENT AUTHORITY

Region XII EO - Kidapawan City, Cotabato	10
CARAGA EO - Butuan City, Agusan del Sur	10
CDA Marawi Satellite Office - Marawi City, Lanao del Sur	10
TOTAL	170 units

The cooperative-beneficiaries are responsible to transport the awarded farm machine in coordination with the supplier.

4. MODE OF PAYMENT

Payment shall be disbursed by the respective CDA Regional Extension Offices where the budget for the purchase of the machineries are being sub-allotted from the CDA Head Office Finance Division.

5. WARRANTY

In consonance with Section 62 of RA 9184, a three (3)-month warranty shall be imposed for Expendable Supplies/Parts, while a period of one (1) year shall be imposed for Non-Expendable Supplies/Parts, after acceptance by the Authority of the delivered supplies. This is to ensure that manufacturing defects shall be corrected by the supplier.

The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

After the aforementioned warranty period, the supplier should ensure that parts and services are made available to the end-users within five (5) years.

Moreover, this shall adopt the stipulations as stated in the item 4.1.2 of the Agricultural and Fisheries Machinery Guidelines on After-Sales Service that include the following:

“4.1.2 Warranty shall cover only failure or damages from normal use and maintenance conditions. It shall not cover any damage due to the following conditions:

- a. Accident, acts of violence or natural disaster;*
- b. Improper operation and maintenance of the machine;*
- c. Negligent handling and excessive load*
- d. Use of unsuitable operating materials; and*
- e. Unauthorized repair and/or use of non-genuine parts.”*

COOPERATIVE DEVELOPMENT AUTHORITY

6. AFTER-SALES SERVICE

This consists of parts and services provided by the manufacturers / distributors / dealers to the procuring entities to ensure continuous serviceability of agricultural and fisheries machinery (PNS/BAFS/PAES 192:2016).

After-sales service and/or support shall be provided by the supplier that would include the following:

1. Stipulations as provided in the warranty period/clause are religiously observed and adhered upon;
2. Conduct of orientation and product demonstration to the operators of the cooperative-beneficiaries;
3. Provide a manual to operate the equipment to serve as the operators' guide in the operation of the equipment;
4. Provide a list of service provider of parts and services accredited by the supplier with corresponding contact persons and working contact numbers in regions with beneficiaries of the farm equipment;
5. Ensure that response time for services beyond the warranty period is within 72 hours from receipt of request of assistance from the cooperatives, except on force majeure instances.

Moreover, items 4.2 and 4.4 of the Agricultural and Fisheries Machinery Guidelines on After-Sales Service shall likewise be observed, as quoted:

4.2 Services and parts availability

The manufacturer / distributor / dealer shall be capable of:

4.2.1 supplying the services of mechanic/ technical personnel free of charge for replacing parts under warranty to put the unit in running condition during the warranty period.

4.2.2 providing services on repairs after warranty period at reasonable cost;

4.2.3 providing illustrated parts catalogue and repair or workshop manual

4.2.4 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

4.2.5 repair of defective units and provision of other after sales services shall be undertaken within 72 hours upon the receipt of complaints.

4.4 Maintenance and operation

The manufacturers/ distributors/ dealers shall provide a set of standard tools required for maintenance. Operator's Manual shall be provided containing full information on method of installation and operation (PAES 102:2000).

7. TRACK RECORD OF SUPPLIER

The bidder should have completed a similar project within five (5) years and have supplied at least 50% of the total number of units required by the Authority prior to the deadline of the submission and receipt of bids.

COOPERATIVE DEVELOPMENT AUTHORITY

8. AVAILABILITY OF PRODUCTS

During the post qualification activity, the supplier shall provide a certificate of availability of the required total number of the farm machinery (100% or 170 units) in accordance with the specifications of the machinery. However, there should be at least 34 units available for inspection and testing to ensure that farm machineries are within the required specification.

9. PENALTIES

All contracts executed in accordance with the R.A. 9184 and its IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

Reference: Approved by the Board per CDA Board Resolution No. 011, S-2024.

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

COOPERATIVE DEVELOPMENT AUTHORITY

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); which includes the following:
 - i. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
 - ii. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 - iii. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Schedule of Requirements, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- (j) 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.

COOPERATIVE DEVELOPMENT AUTHORITY

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); P _____
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

- (n) Original of duly signed and accomplished Financial Bid Form; **and**
- (o) Original of duly signed and accomplished Price Schedule form, which can be downloaded from GPPB.

TOTAL AMOUNT OF BID: P _____

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

- (p) *[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.
- (q) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

COOPERATIVE DEVELOPMENT AUTHORITY

Section IX. Bidding Forms

COOPERATIVE DEVELOPMENT AUTHORITY

Statement of all Ongoing Government and Private Contracts Including Contracts Awarded but not yet Started

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract/Name of the Project	Kinds of Goods	Total Amount of Contract	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>						
<u>Private</u>						
Total						

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid) prior to **April 11, 2024**.
- ii. If there is no ongoing contract
- iii. including those awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iv. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

COOPERATIVE DEVELOPMENT AUTHORITY

Statement of Single Largest Completed Contract which is Similar in Nature

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/Contact Email Address	Date of the Contract	Title of the Contract/Name of the Project	Kinds of Goods	Amount of Contract	Date of Delivery/Acceptance	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

- a. Instructions:
- b. The SLCC should have been completed within five (5) years prior to the deadline of the submission and receipt of bids.
- c. Similar contract shall refer to **SUPPLY AND DELIVERY OF BRAND NEW DIGITAL 2-IN-1 CORN MILL COMBINED RICE MILL WITH GENERATOR**
- d. Pursuant to Section 23.4.1.3 of the 2016 Revised IRR of RA No. 9184, the Bidder shall have an SLCC that is similar to the Project, and whose value, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC to be bid.
- e. Date of Acceptance shall mean the date when the items delivered have satisfactorily met the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during Post-qualification).

COOPERATIVE DEVELOPMENT AUTHORITY

Bid Securing Declaration

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
X-----X

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No.¹: *[Insert reference number]*

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

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We Accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid⁴, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

COOPERATIVE DEVELOPMENT AUTHORITY

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

COOPERATIVE DEVELOPMENT AUTHORITY

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. 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.

COOPERATIVE DEVELOPMENT AUTHORITY

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

COOPERATIVE DEVELOPMENT AUTHORITY

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

COOPERATIVE DEVELOPMENT AUTHORITY

Price Schedule for Goods Offered from Within the Philippines

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

COOPERATIVE DEVELOPMENT AUTHORITY

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

COOPERATIVE DEVELOPMENT AUTHORITY

Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

COOPERATIVE DEVELOPMENT AUTHORITY

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

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

Republic of the Philippines



Government Procurement Policy Board