

**Supply and Delivery of 25 units 90hp  
Tractor (Short of Award)**  
(2021-SIDA-04)

for

Sugar Regulatory Administration

September 22, 2021

## Glossary of 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.

**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.

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**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.

**INCOTERMS** - International Commercial Terms.

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

**LGUs** - Local Government Units.

**NFCC** - Net Financial Contracting Capacity.

**NGA** - National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## Section I. Invitation to Bid

### INVITATION TO BID FOR *Supply and Delivery of 25 units 90hp Tractor (Short of Award)*

1. The *Sugar Regulatory Administration*, through the funding year 2021 intends to apply the sum of PhP50,000,000.00 being the ABC to payments under the contract for Supply and Delivery of 25 units 90hp Tractor (Short of Award). Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The Sugar Regulatory Administration now invites bids for Supply and Delivery of 25 units 90hp Tractor (Short of Award). Delivery of the Goods is required by December 29, 2021. Bidders should have completed, within Five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 IRR of RA No. 9184, otherwise known as the “*Government Procurement Reform Act*”.

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

4. Interested Bidders may obtain further information from Sugar Regulatory Administration and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m..
5. A complete set of Bidding Documents may be acquired by interested Bidders on September 22, 2021 from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP 25,000. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The Sugar Regulatory Administration will hold a Pre-Bid Conference on September 30, 2021 9:30 AM at SRA Bacolod Conference Room and/or through videoconferencing/web-casting via Microsoft Teams. Link will be provided,, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below. on or before October 12, 2021 9:00 AM. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on October 12, 2021 9:30 AM at the given address below and/or via Microsoft Teams. Link will be provided. 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.

10. The Sugar Regulatory Administration reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised IRR RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

MARIA LUCIA C. SANCHEZ  
Sugar Regulatory Administration  
Araneta St., Singang, Bacolod City Negros Occidental, 6100  
Email: [sra.rbac@sra.gov.ph](mailto:sra.rbac@sra.gov.ph)  
Telephone: 034 460 8530  
Fax No: None  
[www.sra.gov.ph](http://www.sra.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: [www.gppbgovph.com](http://www.gppbgovph.com)

For online bid submission: [www.gppbgovph.com](http://www.gppbgovph.com)

A handwritten signature in blue ink, consisting of a large, stylized initial 'I' followed by a series of connected loops and a long horizontal stroke extending to the right.

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ATTY. IGNACIO S. SANTILLANA

## **Section II. Instruction to Bidders**

### **1. Scope of Bid**

The Procuring Entity, Sugar Regulatory Administration wishes to receive Bids for the Supply and Delivery of 25 units 90hp Tractor (Short of Award), with identification number 2021-SIDA-04.

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

### **2. Source of Funds**

2.1 The GOP through the source of funding as indicated below for 2021 in the amount of PhP50,000,000.00.

2.2 The source of funding is: GOCC and GFIs, the proposed Corporate Operating Budget

### **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual 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 invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

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

### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

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

### **5. Eligible Bidders**

5.1 Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2 Foreign ownership limited to those allowed under the rules may participate in this Project.

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

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 Sections 23.4.1 and 23.4.2 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:

Subcontracting is not allowed.

7.2 In the event that any subcontractor is found by any Procuring Entity to be ineligible, the subcontracting of such portion of the Project shall be disallowed.

7.3 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 and/or through video-conferencing/webcasting as indicated in paragraph 6 of the **Invitation to Bid**.

## **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 the address or through electronic mail indicated in the BDS, 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 from the DTI, SEC, or CDA issued in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

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

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

## **12. Bid Prices**

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

a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in the BDS.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII. Technical Specifications.**

## **13. Bid and Payment Currencies**

13.1 For Goods that the Bidder will supply from outside the Philippines, the 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, whole or in part, 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<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 February 9, 2022. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### **15. Sealing and Marking of Bids**

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

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

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

#### **16. Deadline for Submission of Bids**

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

#### **17. Opening and Preliminary Examination of Bids**

17.1 The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **Invitation to Bid**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

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

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

#### **18. Domestic Preference**

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

#### **19. Detailed Evaluation and Comparison of Bids**

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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.

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

19.2 If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

19.4 The Project may be awarded as follows:

Option 1 - One Project having several items that shall be awarded as one contract.

Option 2 - One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the Bids and Awards Committee 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 documents are indicated in the **BDS**.

### Section III. 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. Agricultural and Fisheries Machinery and Equipment</li> <li>b. completed within Five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
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 PhP 1,000,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than PhP 2,500,000.00, if bid security is in Surety Bond.</li> </ul>
20	<p>1.) AMTEC Test Result provided by AMTEC-RA 10601; 2.) National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers and Dealers Accreditation and Classification (NAMDAC) Certificate of Accreditation- DA AO No. 11 series of 2020; 3.) Permit to Operate for Manufacturers, Fabricators, Assemblers, Distributors, Dealers, Importers, and Exporters issued by Bureau of Agricultural and Fisheries Engineering-Department of Agriculture's Department Circular 4, Series of 2019</p>
21	<p>1.) List of Manufacturer's Branch Office/ Sales Office in the following: a) any country in Western Europe; b) United States of America/Canada; AND c) Japan; 2.) Valid and current certificate of distributorship/dealership/resellership of the product being offered, issued by the principal or the manufacturer of the product (if bidder is not the manufacturer). If not issued by manufacturer, must submit certification/document linking bidder to the manufacturer or authorization letter from the manufacturer or authorized distributor indicating that the bidder is authorized to submit a bid and subsequently negotiate and sign contract and extend full guarantee and warranty for the goods being offered; 3.) Certification from the manufacturer/importer that the bidder has been a distributor or dealer of the product being offered for the last eight (8) years; 4.) A Notarized Affidavit from the Manufacturer that the particular brand of tractor or its original brand that they are offering has been in the Philippine market for the last ten (10) years prior to the bidding. 5.) Supplier must have an accredited service center for after sales services within Visayas, with at least 5 years of experience in servicing such brand being offered. Such list of the service centers must be submitted together with the bid documents; 6.) The bidder must submit a statement from the manufacturer that the machinery is gender-friendly for farm operations; 7.) Certificate issued by the manufacturer that the tractor brand is tier-one exclusive distributor/dealer/reseller in the Philippines. Said Certificate must be notarized in the country of origin; 8.) Duly notarized certificate that the required number of units (25 units) is present in the Philippines at the time of the opening of bids with a list of the serial numbers of the said units indicated.</p>

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

### **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. This is in consonance with 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. 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 **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 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 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 Contract 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 Bidder to the authorized inspectors at no charge to the Procuring Entity.

### **5. Warranty**

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.2 of the 2016 revised IRR of RA No. 9184.

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

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

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

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

## Section V. Special Conditions of Contract

GCC Clause	
1.1	The Procuring Entity's address for Notices is: Sugar Regulatory Administration Araneta St., Singang, Bacolod City Negros Occidental, 6100 Email: sra.rbac@sra.gov.ph Telephone: 034 460 8530 Fax No: None
2	Additional requirements for the completion of this Contract shall be provided below.
	<b>Delivery and Documents</b>
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to the Contract are DDP delivered . In accordance with INCOTERMS.
	The delivery terms applicable to this Contract are delivered 2018 SRA Visayas Blockfarms (Please see attached). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Helen B. Lobaton, OIC-Chief Agriculturist/ SRA Visayas Block Farm Focal Person.
	<b>Incidental Services</b>
	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.
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <ul style="list-style-type: none"> <li>a. furnishing of tools required for assembly and/or maintenance of the supplied Goods</li> <li>b. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods</li> <li>c. 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</li> <li>d. 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</li> <li>e. 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.</li> </ul>



	<b>Spare Parts</b>
	<p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
	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.
	The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 3 years.
	Other spare parts or components shall be supplied as promptly as possible, but in any case, within 2 months of placing the order.
	<b>Packaging</b>
	<b>Transportation</b>
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods

	supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	<b>Intellectual Property Rights</b>
	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.
4	The inspections and tests that will be conducted are: The SRA-BAC TWG Member and End-user shall conduct visual inspection and recording of serial numbers of the tractors at the supplier's warehouse before delivery to the deployment sites. Two (2) units randomly selected from the supplier's warehouse will be delivered by the supplier to the Sugar Regulatory Administration, Araneta St. Singcang, Bacolod City, Negros Occidental and will be subjected to visual inspection, functional testing and actual field testing. Once the items pass the testing, a notice of deployment will be issued by SRA to the supplier for delivery to the deployment site.

## Section VI. Schedule of Requirements

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Tractors, 90 hp	25		30 days

## **Section VII. Technical Specifications**

Item	Specification	Statement of Compliance
A	Brand New, 4WD or MFWD, heavy duty	<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>
A.1	Rated Engine Power (HP): 85-95 inclusive of Turbo	
A.2	Rated Engine Speed (RPM): 2000-2600	
A.3	Number of Cylinders: 4-cylinder liquid cooled diesel engine	
A.4	Steering Type: Power steering/Hydrostatic	
A.5	Aspiration: Turbo-charged	
A.6	Fuel tank capacity: Not less than 85 li	
A.7	Transmission: Not less than 8 FWD and Not less than 3 REV	
A.8	Linkage: Three-point hitch CAT II	
A.9	Lifting capacity @ 610 mm from hitch: Manufacturer’s Standard	
A.10	PTO Speed (rpm): 540 minimum	
A.11	PTO Power (hp): 70 minimum	
A.12	Wheelbase: 2180 - 2500 mm	
A.13	ROPS with canopy: 2-post tiltable or foldable ROPS	
A.14	With Wheel weights and front end weights	
A.15	<b>Other Requirements:</b>	
A.16	Tractor brand must be available in the local market for the last ten (10) years prior to the bidding.	
A.17	Tractor brand includes renamed brands, provided both the former and the new brand name are fully owned and manufactured by the same company. In case of joint venture agreements in manufacturing or production, the principal should be considered as the owner of the brand.	
A.18	List of Manufacturer’s Branch Office/ Sales Office in the following: a) any country in Western Europe; b) United States of America/Canada; AND c) Japan.	
A.19	<b>Requirements during Bid-Opening</b>	
A.20	Valid and current certificate of distributorship/dealership/resellership of the product being offered, issued by the principal or the manufacturer of the product (if bidder is not the manufacturer). If not issued by manufacturer, must submit certification/document linking bidder to the manufacturer or authorization letter from the manufacturer or authorized distributor indicating that the bidder is authorized to submit a bid and subsequently negotiate and sign contract and extend full guarantee and warranty for the goods being offered.	
A.21	Certification from the manufacturer/importer that the bidder has been a distributor or dealer of the product being offered for the last eight (8) years.	

A.22	A Notarized Affidavit from the Manufacturer that the particular brand of tractor or its original brand that they are offering has been in the Philippine market for the last ten (10) years prior to the bidding.	
A.23	Technical Data Sheets/Brochures/Manuals must be signed with dry seal by a Registered Agricultural and Biosystem Engineer or Agricultural Engineer	
A.24	Tractor must have AMTEC Test Result provided by AMTEC to be submitted together with the bidding documents. If specifications stated in the brochure are different from the AMTEC Test Result, the AMTEC Test shall prevail.	
A.25	Supplier must have an accredited service center for after sales services within Visayas, with at least 5 years of experience in servicing such brand being offered. Such list of the service centers must be submitted together with the bid documents.	
A.26	The bidder must submit a statement from the manufacturer that the machinery is gender friendly for farm operations	
A.27	Certificate issued by the manufacturer that the tractor brand is tier one exclusive distributor/dealer/reseller in the Philippines. Said Certificate must be notarized in the country of origin.	
A.28	Duly notarized certificate that the required number of units (25 units) is present in the Philippines at the time of the opening of bids with a list of the serial numbers of the said units indicated.	
A.29	Valid and current National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers and Dealers Accreditation and Classification (NAMDAC) Certificate of Accreditation ( <i>per DA AO No. 11 series of 2020</i> ) as importer, distributor, reseller or manufacturer of the item being offered.	
A.30	Valid and current Permit to Operate for Manufacturers, Fabricators, Assemblers, Distributors, Dealers, Importers, and Exporters issued by Bureau of Agricultural and Fisheries Engineering per Department of Agriculture's Department Circular 4, Series of 2019	
A.31	<b>Requirements during Post Qualification</b>	
A.32	Presentation of Prototype/Sample  To present representative/prototype sample within ten (10) calendar days from receipt of Notice to Present Sample for post qualification/product demonstration purposes:	

	<p>Prototype/sample shall be brand new which at the option of the Supplier may be part of the delivery.</p> <p>Prototype shall be subjected to Actual Field Performance Test for Tractors (please see attached). The prototype/sample to be submitted during post-qualification must be identical to the unit being bid for. The Tractor shall be subject to functional testing and inspection as deemed appropriate by SRA.</p>	
A.33	<b>Requirements if Awarded the Contract</b>	
A.34	With reflectorized SRA logo minimum of 4" diameter – two sides of the Tractor	
A.35	Delivery Period: Within thirty (30) calendar days upon receipt of Notice to Proceed	
A.36	The SRA-BAC TWG Member and End-user shall conduct visual inspection and recording of serial numbers of the tractors at the supplier's warehouse before delivery to the deployment sites. Two (2) units randomly selected from the supplier's warehouse will be delivered by the supplier to the Sugar Regulatory Administration, Araneta St. Singang, Bacolod City, Negros Occidental and will be subjected to visual inspection, functional testing and actual field testing. Once the items pass the testing, a notice of deployment will be issued by SRA to the supplier for delivery to the deployment site.	
A.37	Deployment Sites: see attached.	
A.38	Warranty Period/ Coverage of Warranty: Three (3) years on parts and services	
A.39	Training: Supplier must provide Tractor operation with implements attached as well as maintenance training to the recipients in Visayas, maximum 5 days, and a maximum of 2 personnel per recipient.	
A.40	Operation and Maintenance Manual in English (Hard Copy) upon delivery of item/s	
A.41	All cost related to delivery, inspection, and acceptance shall be for the account of the supplier.	
<b>B</b>	<b><i>Additional Requirements:</i></b>	
B.1	Bidders are required to submit three (3) additional hard copies of the first and second components of their Bid/s.	
B.2	Bidders are required to put tabs in all documents to be submitted with the same number as indicated in the Checklist of Technical and Financial Document, in order to facilitate efficiency in evaluating all the documents.	



Republic of the Philippines  
 Department of Agriculture  
**SUGAR REGULATORY ADMINISTRATION**  
 Sugar Center Bldg., North Avenue, Diliman, Quezon City, Philippines 1101  
 TIN 000-784-336  
 Website: <http://www.sra.gov.ph>  
 Email Address: [srahead@sra.gov.ph](mailto:srahead@sra.gov.ph)  
 Tel. No.: (632)8929-3633, (632)3455-2135, (632)3455-3376

**TERMS OF REFERENCE  
 As of September 15, 2021**

<b>Name of Project: BLOCK FARM PROJECT-VISAYAS</b>
<b>Supply and Delivery of 25 units Brand New Tractor 90 Hp</b>
<b>Technical Specifications</b>
1. Brand New, 4WD or MFWD, heavy duty
2. Rated Engine Power (HP): 85-95 inclusive of Turbo
3. Rated Engine Speed (RPM): 2000-2600
4. Number of Cylinders: 4-cylinder liquid cooled diesel engine
5. Steering Type: Power steering/Hydrostatic
6. Aspiration: Turbo-charged
7. Fuel tank capacity: Not less than 85 li
8. Transmission: Not less than 8 FWD and Not less than 3 REV Linkage: Three-point hitch CAT II
9. Lifting capacity @ 610 mm from hitch: Manufacturer's Standard
10. PTO Speed (rpm): 540 minimum
11. PTO Power (hp): 70 minimum
12. Wheelbase: 2180 - 2500 mm
13. ROPS with canopy: 2-post tiltable or foldable ROPS
14. With Wheel weights and front end weights
<b>Other Requirements:</b>
1. Tractor brand must be available in the local market for the last ten (10) years prior to the bidding.
2. Tractor brand includes renamed brands, provided both the former and the new brand name are fully owned and manufactured by the same company. In case of joint venture agreements in manufacturing or production, the principal should be considered as the owner of the brand.
3. List of Manufacturer's Branch Office/ Sales Office in the following: a) any country in Western Europe; b) United States of America/Canada; AND c) Japan.
<b>Requirements during Bid-Opening</b>
1. Valid and current certificate of distributorship/dealership/resellership of the product being offered, issued by the principal or the manufacturer of the product (if bidder is not the manufacturer). If not issued by manufacturer, must submit certification/document linking bidder to the manufacturer or authorization letter from the manufacturer or authorized distributor indicating that the bidder is authorized to submit a bid and subsequently negotiate and sign contract and extend full guarantee and warranty for the goods being offered.
2. Certification from the manufacturer/importer that the bidder has been a distributor or dealer of the product being offered for the last eight (8) years.
3. A Notarized Affidavit from the Manufacturer that the particular brand of tractor or its original brand that they are offering has been in the Philippine market for the last ten (10) years prior to the bidding.
4. Technical Data Sheets/Brochures/Manuals must be signed with dry seal by a Registered Agricultural and Biosystem Engineer or Agricultural Engineer
5. Tractor must have AMTEC Test Result provided by AMTEC to be submitted together with the bidding documents. If specifications stated in the brochure are different from the AMTEC Test Result, the AMTEC Test shall prevail.



Management System  
 ISO 9001:2015



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 with empowered and prosperous farmers and fisherfolk*





6. Supplier must have an accredited service center for after sales services within Visayas, with at least 5 years of experience in servicing such brand being offered. Such list of the service centers must be submitted together with the bid documents.
7. The bidder must submit a statement from the manufacturer that the machinery is gender friendly for farm operations
8. Certificate issued by the manufacturer that the tractor brand is tier one exclusive distributor/dealer/reseller in the Philippines. Said Certificate must be notarized in the country of origin.
9. Duly notarized certificate that the required number of units (25 units) is present in the Philippines at the time of the opening of bids with a list of the serial numbers of the said units indicated.
10. Valid and current National Agricultural and Fisheries Machinery Assemblers, Manufacturers, Importers and Dealers Accreditation and Classification (NAMDAC) Certificate of Accreditation ( <i>per DA AO No. 11 series of 2020</i> ) as importer, distributor, reseller or manufacturer of the item being offered.
11. Valid and current Permit to Operate for Manufacturers, Fabricators, Assemblers, Distributors, Dealers, Importers, and Exporters issued by Bureau of Agricultural and Fisheries Engineering per Department of Agriculture's Department Circular 4, Series of 2019
<b>Requirements during Post Qualification</b>
<p>Presentation of Prototype/Sample</p> <p>To present representative/prototype sample within ten (10) calendar days from receipt of Notice to Present Sample for post qualification/product demonstration purposes:</p> <p>Prototype/sample shall be brand new which at the option of the Supplier may be part of the delivery.</p> <p>Prototype shall be subjected to Actual Field Performance Test for Tractors (please see attached). The prototype/sample to be submitted during post-qualification must be identical to the unit being bid for. The Tractor shall be subject to functional testing and inspection as deemed appropriate by SRA.</p>
<b>Requirements if Awarded the Contract</b>
1. With reflectorized SRA logo minimum of 4" diameter – two sides of the Tractor
2. Delivery Period: Within thirty (30) calendar days upon receipt of Notice to Proceed
3. The SRA-BAC TWG Member and End-user shall conduct visual inspection and recording of serial numbers of the tractors at the supplier's warehouse before delivery to the deployment sites. Two (2) units randomly selected from the supplier's warehouse will be delivered by the supplier to the Sugar Regulatory Administration, Araneta St. Singcang, Bacolod City, Negros Occidental and will be subjected to visual inspection, functional testing and actual field testing. Once the items pass the testing, a notice of deployment will be issued by SRA to the supplier for delivery to the deployment site.
4. Deployment Sites: see attached.
5. Warranty Period/ Coverage of Warranty: Three (3) years on parts and services
6. Training: Supplier must provide Tractor operation and maintenance training to the recipients in Visayas, maximum 5 days, and a maximum of 2 personnel per recipient.
7. Operation and Maintenance Manual in English (Hard Copy) upon delivery of item/s
8. All cost related to delivery, inspection, and acceptance shall be for the account of the supplier.

Prepared by:

  
**PATRICIO M. MACAMOS JR.**  
 TWG

Requested by:

  
**HELEN B. LOBATON**  
 SRA Visayas Block Farm Focal Person/  
 End-user

Approved by:

  
**HERMENEGILDO R. SERAFICA**  
 Administrator

**ACTUAL FIELD PERFORMANCE TEST FOR TRACTORS**

PARAMETERS	LENGTH	TOPOGRAPHY		REMARKS
		PLAIN	INCLINED/ ROLLING	
Plowing using three-bottomed Moldboard Plow Depth of cut is minimum of 12" (1ft)	100 meters			
Harrowing using drag harrow at least two (2) gangs	100 meters			

Prepared by:



**PATRICIO M. MACAMOS JR.**  
TWG

## TRAINING PLAN

Name of Project: **Supply and Delivery of 25 units Brand New 90 Hp Tractor**

The training shall cover but not limited to the following:

**A. Tractor Operation**

- Safety Precautions
- Demonstration of the functions of every mechanism
- Periodic maintenance
  - Fox filters
  - Oil Change
  - Battery

**B. Basic Repair and Maintenance**

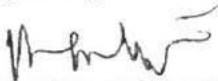
- Electrical System
- Hydraulic System
- Engine
- Cooling System
- Other systems of the tractor

**C. Actual hitching of farm implements including proper adjustments**

- Disc Plow
- Trailing Harrow
- Fertilizer Applicator
- Furrower

**D. Actual/Hands-on Field Operation**

Prepared by:



**HELEN B. LOBATON**

SRA Visayas Block Farm Focal Person/  
End-user

Noted by:



**ATTY. IGNACIO S. SANTILLANA**  
Deputy Administrator II, RDE

**SUGAR REGULATORY ADMINISTRATION**  
Extension Services Division  
La Granja, La Carlota City, Negros Occidental  
**DEPLOYMENT SITES OF FARM TRACTORS**

GAA 2018

MILL DISTRICT	NAME OF BLOCK FARM	LOCATION	BLOCK FARM REPRESENTATIVE	CONTACT NUMBER	PROJECT DEVELOPMENT OFFICER	CONTACT NUMBER	MILL DISTRICT OFFICER	CONTACT NUMBER
1	BISCOM	Bato Farmers Association	Sitio Bato, Brgy. Odiong, Moises Padilla, Negros Occidental	Benjamin Morton	9302084667	Alex Naragdao	0948-423-7832	
2	La Carlota	Sitio Nolan Farmers and Farmworkers Association	Sitio Nolan, Brgy. Mansalanao, La Castellana, Negros Occidental	Lorenzo Recumba	9386394389	Jovel Camacho	0907-848-0668	
3	Ma-ao	Najaba-Felicidad Farmers Association	Brgy. Bacong, Bago City, Negros Occidental	Tomas Cervera	9668655432	Ramon Lavides	0951-588-8806	DEE ARR D. PAGLUMOTAN
4	Ma-ao	Sitio Mambahao Farmworkers Association	Sitio Mambajao, Brgy. Bacong, Bago City	Jose Theoly Siases	9484848292	Ramon Lavides	0951-588-8806	
5	Ma-ao	Amicus Agrarian Reform Association	SRA- Bacolod Office, Bacolod City, Negros Occidental	Helen B. Lobaton	0998-845-3135			
6	BAIS- URSUMCO	Brgy. Inapoy Farm Family Association	Brgy. Inapoy, Mabinay, Neg. Or	Christopher Pisuena	9153578884	Crister Rubiato	0995-908-4953	
7	BAIS- URSUMCO	Brgy. Tara Farm Family Association	Brgy. Tara, Mabinay	Nelson Ignacio	9552144026	Sergio Martin	0936-513-0289	
8	BAIS- URSUMCO	Sab-ahan Tribu Bukidnon Association	Brgy. Sab-ahan, Bais City, Negros Or.	Marilou Repato	9186601732	Rene Bancolo	0933-556-7920	
9	BAIS- URSUMCO	Cambagahan Community Farmers Association	Brgy. Cambagahan, Bais City, Negros Oriental	Nelger Ejercito	09269188966/0 9974532272	Rei Francis Alemorin	0926-435-4093	FERNANDO C. SAURO JR. 0998-845-3164
10	BAIS- URSUMCO	Common Small Farmers Agrarian Reform Beneficiaries Association	Sitio Common, Basak, Bais City, Negros Oriental	Allan Ardenete	9950758894	Rowelo Doremom	0927-676-2535	
11	SONEDCO/ Dacongogon	Tan-Awan Farmers for Sustainable Agriculture Association	Brgy. Tan-awan, Kabankalan City, Negros Occidental	Leonardo Gustilo	9075324871	Raphy Alegre	0963-756-4499	
12	SONEDCO/ Dacongogon	Farmers Association of Tablonan	Brgy. Tabu, Ilog	Arthur Hudlercz	9495036994	Wilson Villacarlos	0912-956-5650	
13	SONEDCO/ Dacongogon	Brgy. Alim Farmers Poultry and Livestock Raisers	Brgy. Alim, Hinoba-an, Negros Occidental	Porferio Sararaña	9125550293	Jaime Balbon	0953-167-5744	
14	Sagay-Danao	First District Upper Ministerial Association for Spiritual and Economic Endeavor	Brgy. Marcelo, Calatrava, Negros Occidental	Jovanie Armenteros	950726365	Edwin Gelogo	0923-275-8632	JULIAN G. GEOLINGO 0949-883-2302
15	San Carlos	Paghumayan Small Farmers Association	SRA- Bacolod Office, Bacolod City, Negros Occidental	Helen B. Lobaton	0998-845-3135			



16	San Carlos	Natural Park Farmers Association	Sitio Itranan, Brgy. Codcod, San Carlos City, Neg. Occ.	Geronimo Gabutero	9385733844	Jezeel Regacho	0963-172-4641	JULIAN G. GEOLINGO	(0949-883-2302
17	Victorias	Minuro Agrarian Reform Beneficiaries Cooperative	Brgy. 10, Victorias City, Negros Occidental	Rodrigo Sumugat Sr.	9107936574	Janine Dato	0956-591-6865		
18	Victorias	Had. Ogie Sugar Farm Workers Multi-purpose Cooperative	Brgy. Cabahug, Cadiz City, Negros Occ.	Alfredo Masculino	9473366612	Liza May Bugas	0915-357-9842		
19	HPCo	Hda. Paho Farmers Association	Had. Paho, Brgy. Guimbalaon, Slay City, Negros Occ.	Randy Sombria	9495812693	Lauro Ramos	0912-054-5000	ROBERTO C. VELASCO JR.	0998-845-3166
20	First Farmers/ Bac-Mur	Balogo Farmers Association	Brgy. Concepcion, Talisay City, Neg. Occ.	Nancianceno Herdon	9128678083	Marciano Tison III	0947-320-1084		
21	First Farmers/ Bac-Mur	Hda. Sto. Niño Farmers Association	Brgy. Dos Hermanas, Talisay City, Neg. Occ.	Edgardo Sabanal	9213402465	Johnriel Moreño	0910-440-6177		
22	Ormoc	Quezon Jr. United Farmers Association	Brgy. Quezon Jr., Ormoc City	Julieto Yahot	9194865402	Ken Buayaban	0946-718-4677	PAULINO A. OÑAL JR. Ph.D	0998-845-3163
23	Ormoc	Sumangga Sugarcane Farmers Association	Brgy. Sumangga, Ormoc	Gilberto Pilapil	9087802843	Ken Buayaban	0946-718-4677		
24	Capiz	Progressive Women and Agrarian Reform Cooperative	Brgy. Gibato, Dumarao, Capiz	Ma. Cecilia Ibabao	9171422284	Rollie Diala	0907-800-5564	REX J. JINON	0949-883-2307
25	Iloilo	Aglabo Farmers Association	Brgy. Aglabo, Passi	Myrna Reyes	9204664157/ 09778830630	Raymart Lasara	0910-053-4940		

Prepared by:



**HELEN B. LOBATON**

OIC, Chief Agriculturist Visayas  
Block Farm Focal Person - Visayas

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

### **I. TECHNICAL COMPONENT ENVELOPE**

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

##### *Legal Documents*

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) 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,  
**and**
- (c) 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;  
**and**
- (d) Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

##### *Technical Documents*

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;  
**and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;  
**and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration;  
**and**
- (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;  
**and**

##### *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);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation;

**and**

**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.

**and**

**II. FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form;

**and**

- (b) Original of duly signed and accomplished Price Schedule(s).

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

- (c) *[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.
- (d) Certification from the DTI, SEC, or CDA if the Bidder claims preference as a Domestic Bidder or Domestic Entity.