SUPPLY AND DELIVERY OF 111 UNITS BRAND NEW TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS BRAND NEW SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

BIDS AND AWARDS COMMITTEE I

June 2019
SUPPLY AND DELIVERY OF 111 UNITS BRAND NEW TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS BRAND NEW SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

TABLE OF CONTENTS

Section I. Invitation to Bid ................................................................. 03-06
Section II. Instructions to Bidders (ITB) ............................................. 07-29
Section III. Bid Data Sheet (BDS) ...................................................... 30-42
Section IV. General Conditions of Contract (GCC) ............................ 43-55
Section V. Special Conditions of Contract (SCC) ............................... 56-60
Section VI. Bidding Forms ............................................................... 61-103
Section VII. Post Qualification Documents ....................................... 104-106
Section VIII. Reference Documents .................................................. 107-109
Section IX. Checklist of Requirements .............................................. 110-117
Section I.
Invitation to Bid
INVITATION TO BID

SUPPLY AND DELIVERY OF 111 UNITS BRAND NEW TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS BRAND NEW SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

1. The Philippine International Trading Corporation (PITC) and the Sugar Regulatory Administration (SRA) intend to apply the following amounts being the Approved Budget for the Contract (ABC) to payments under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening:

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Total ABC (₱) (VAT Inclusive)</th>
<th>Cost/Price of Bidding Documents (cash payment only) (₱)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tractor-driven Wholestalk Harvester</td>
<td>111 units</td>
<td>1,451,238.39</td>
<td>161,087,461.29</td>
</tr>
<tr>
<td>2</td>
<td>Sugarcane Wheeled Grabber with excavator</td>
<td>69 units</td>
<td>2,321,981.42</td>
<td>160,216,717.98</td>
</tr>
</tbody>
</table>


Note: Bidders may bid for one or both lots.

Bid Security:

- Bid Securing Declaration
- Cash or Cashier's/ Manager's Check* equivalent to at least 2% of the ABC
- Bank Guarantee/ Bank draft or Irrevocable Letter of Credit** equivalent to at least 2% of the ABC
- Surety bond *callable upon demand equivalent to at least 5% of the ABC

Notes:

* Only those issued and confirmed by a Local Universal or Local Commercial Bank
** Must be callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such bond
*** SEPARATE BID SECURITY PER LOT

2. PITC and SRA now invite bids from Manufacturers or local First Tier Distributors for the Supply and Delivery 111 units Brand New Tractor-driven Wholestalk Harvester and 69 units Brand New Sugarcane Wheeled Grabber with Excavator (hereafter referred to as GOODS).

“First Tier Distributor” shall mean a Philippine-based company directly appointed by the principal manufacturer.
3. Project Completion Period and Delivery Site:

<table>
<thead>
<tr>
<th>Lot no.</th>
<th>Description</th>
<th>Project Completion Period</th>
<th>Project Delivery Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tractor-driven Sugarcane Harvester/Cutter</td>
<td>Within one hundred twenty (120) calendar days upon receipt of Notice to Proceed (NTP)</td>
<td>Delivery Place/s:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Visayas: Sugar Regulatory Administration, Araneta St., Singcang, Bacolod City Negros Occidental (69 units)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Luzon: Sugar Regulatory Administration, Luzon Agricultural Research Center (LAREC), Floridablanca, Pampanga (42 units)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Deployment Sites:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Refer to Annex V-A2 as per Section VI. Bidding Forms of the Bidding Documents.</td>
</tr>
<tr>
<td>2</td>
<td>Sugarcane Wheeled Grabber with Excavator</td>
<td>Within one hundred twenty (120) calendar days upon receipt of Notice to Proceed (NTP)</td>
<td>Delivery Place/s:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Visayas: Sugar Regulatory Administration, Araneta St., Singcang, Bacolod City Negros Occidental (32 units)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Luzon: Sugar Regulatory Administration, Luzon Agricultural Research Center (LAREC), Floridablanca, Pampanga (37 units)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Deployment Sites:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Refer to Annex V-B2 as per Section VI. Bidding Forms of the Bidding Documents.</td>
</tr>
</tbody>
</table>

4. A prospective bidder should have a Single Largest Completed Contract similar to the contract to be bid within last five (5) years from date of Submission and receipt of bids amounting to at least fifty percent (50%) of the ABC of the item/lot being bid.

“Similar” contract shall refer to contracts pertaining to large farm machineries.

5. Open competitive bidding procedures will be conducted using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, otherwise known as the “Government Procurement Reform Act”. All particulars relative to this bidding including Eligibility Checking, Bid Security, Evaluation and Post-Qualification Procedures and Award of Contract shall be governed by R.A. 9184 and its 2016 Revised IRR.
6. The complete set of Bidding Documents may be acquired/purchased by interested bidders during office hours (8:00am-4:00pm) but not later than 4:00pm upon payment of a nonrefundable fee as indicated above.

Pursuant to the GPPB Guidelines in the Sale of the Bidding Documents, the cost of the Bidding Documents shall correspond to the sum of the ABC of lot/s being bid.

The Bidding Documents shall be received personally by the prospective Bidder or his duly authorized representative upon presentation of proper identification document.

Note: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.

It may be also downloaded free of charge from the website of the PhilGEPS and the PITC website, PROVIDED that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

7. Interested bidders may obtain further information from PITC and inspect the Bidding Documents at the address given below during office hours.

8. The Schedule of Bidding Activities shall be as follows:

<table>
<thead>
<tr>
<th>ACTIVITIES</th>
<th>DATE/TIME</th>
<th>VENUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Sale and Issuance of Bidding</td>
<td>8:00 AM to 4:00 PM only</td>
<td>5/F NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City</td>
</tr>
<tr>
<td>Documents</td>
<td>Mondays to Fridays</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Starting 21 June 2019</td>
<td></td>
</tr>
<tr>
<td>2) Pre-Bid Conference</td>
<td>28 June 2019 (Friday) 9:00 AM</td>
<td>5/F Conference Room, NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City</td>
</tr>
<tr>
<td>3) Submission and Opening of Bidding Documents</td>
<td>22 July 2019 (Monday) 10:00 AM</td>
<td>5/F Conference Room, NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City</td>
</tr>
</tbody>
</table>

9. Interested bidders may obtain further information from the BAC Secretariat c/o Ms. Ana DG. Aspec at the 5/F NDC Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati City, from 8:00 AM to 4:00 PM only, Mondays to Fridays starting 21 June 2019, or call tel. No. 818-98-01 loc. 308. **However, any queries relative to the contents of the Bidding Documents and the project requirements can only be made by suppliers not later than ten (10) calendar days prior to the Submission and Opening of Bids.**

10. PITC reserves the right to accept or reject any bid proposal, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

**PITC, Bids & Awards Committee I**

*Posting of Invitation to Bid and Bidding Documents on 21 June 2019 @ PhilGEPS & PITC Bulletin Board.*
Section II.
Instructions to Bidders (ITB)
INSTRUCTIONS TO BIDDERS (ITB)

TABLE OF CONTENTS

A. General
1. Scope of Bid ................................................................. 09
2. Source of Funds ................................................................. 09
3. Corrupt, Fraudulent, Collusive and Coercive Practices ................. 09
4. Conflict of Interest .............................................................. 10
5. Eligible Bidders ................................................................. 11
6. Bidder’s Responsibilities ......................................................... 12
7. Origin of Goods ................................................................. 14
8. Subcontract ........................................................................ 14

B. Contents of Bidding Documents ................................................. 14
9. Pre-Bid Conference ............................................................... 14
10. Clarification and Amendment of Bidding Documents ................. 15

C. Preparation of Bids ............................................................... 15
11. Language of Bid ................................................................ 15
12. Documents Comprising the Bid: Eligibility and Technical Documents .. 16
13. Documents Comprising the Bid: Financial Proposal ......................... 17
14. Alternative Bids ................................................................ 17
15. Bid Prices ........................................................................ 18
16. Bid Currencies ................................................................ 19
17. Bid Validity ........................................................................ 19
18. Bid Security ....................................................................... 19
19. Format and Signing of Bids ...................................................... 21
20. Sealing and Marking of Bids ....................................................... 21

D. Submission and Opening of Bids .................................................. 22
21. Deadline for Submission of Bids ............................................... 22
22. Late Bids ........................................................................ 22
23. Modification and Withdrawal of Bids .......................................... 22
24. Opening and Preliminary Examination of Bids .............................. 23

E. Evaluation and Comparison of Bids .............................................. 24
25. Process to be Confidential ....................................................... 24
26. Clarification of Bids .............................................................. 24
27. Domestic Preference ............................................................... 24
28. Detailed Evaluation and Comparison of Bids ............................... 25
29. Post Qualification ................................................................ 26
30. Reservation Clause ............................................................... 27

F. Award of Contract ................................................................... 28
31. Contract Award .................................................................. 28
32. Signing of the Contract ......................................................... 28
33. Performance Security ............................................................ 29
34. Notice to Proceed ............................................................... 29
35. Protest Mechanism ............................................................. 29

Section II. Instructions to Bidders (ITB)  Page 8 of 117

Supply and Delivery of 111 Units Brand New Tractor-Driven Wholestalk Sugarcane Harvester and 69 Units Brand New Sugarcane Wheeled Grabber with Excavator for the Sugar Regulatory Administration (SRA)
INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Bid

1.1. The Procuring Entity named in the BDS invite bids for supply and delivery of the Goods as described in Section VII. Technical Specifications.

1.2. The name, identification, and number of items specific to this bidding are provided in the BDS. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has applied for or received funds from the Funding Source named in the BDS, and in the amount indicated in the BDS. It intends to apply part of the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

3.1. Unless otherwise specified in the BDS, 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. In pursuance of this policy, the Procuring Entity:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making
false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests with each other shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;

(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;

(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

(g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation
related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;

4.2. In accordance with Section 47.1 of the 2016 RIRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit or implementing unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

(a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
(b) If the Bidder is a partnership, to all its officers and members;
(c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
(d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
(e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder in consonance with Section 30 of the 2016 RIRR of RA 9184. There will be automatic disqualification of the bidder from participating in the procurement of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process.

5. Eligible Bidders

5.1 Unless otherwise indicated in the BDS, the following persons shall be eligible to participate in this bidding:

(a) Duly licensed Filipino citizens/sole proprietorships;
(b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (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 sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
(d) Cooperatives duly organized under the laws of the Philippines;
(e) Persons/entities forming themselves into a Joint Venture (JV), 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 sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contribution of each of the members of the joint venture as specified in their JVA.

5.2 Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the BDS:

(a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its 2016 RIRR allow foreign bidders to participate;
(b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

(c) When the Goods sought to be procured are not available from local suppliers; or

(d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Government-owned and controlled corporations may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

5.4. Unless otherwise provided in the BDS, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project the value of which, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the BDS.

For this purpose, contracts similar to the Project shall be those described in the BDS, and completed within the relevant period stated in the Invitation to Bid and and ITB Clause 12.1(a) (ii).

5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC to be bid, calculated as follows:

\[
\text{NFCC} = \left(\text{Current assets minus current liabilities} \times 15\right) - \text{outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}
\]

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

For purposes of computing foreign bidders’ NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.

6. Bidder’s Responsibilities

6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VI. Bidding Forms of this Bidding Document as required in ITB Clause 12.1 (a)1.3.1(b)(iii).

6.2. The Bidder is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;

(b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;

(c) Having made an estimate of the facilities available and needed for the contract to be bid, if any; and

(d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 10.4.

(e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign...
government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(f) Ensuring that 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;

(g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;

(h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

(i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and

(j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:

(i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

(ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

(iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

(k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents.

6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic
conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.

6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the BDS, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to ITB Clause 27.1.

8. Subcontracts

8.1. Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2. Subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

9.1. (a) If so specified in the BDS, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders’ questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by the reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the
preparation of bids is necessary, the pre-bid shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the BDS.

9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity’s requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) calendar days upon written request.

9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing as an amendment through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity’s initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

C. Preparation of Bids

11. Language of Bid

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country; and 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. The English translation shall govern, for purposes of interpretation of the bid.
12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents:

(i) PhilGEPS Certification of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR.

(ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, it any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement identifying the Bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the BDS.

The two statements required shall indicate for each contract, the following:

(ii.1) name of the contract;
(ii.2) date of the contract;
(ii.3) contract duration;
(ii.4) owner’s name and address;
(ii.5) kinds of Goods;
(ii.6) For Statement of Ongoing Contracts – amount of contract and value of outstanding contracts;
(ii.7) For Statement of SLCC – amount of competed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement;
(ii.8) date of delivery; and
(ii.9) end-user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

(iii) NFCC in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class “B” Document:

(iv) If applicable, the Joint Venture Agreement in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the 2016 IRR.

(b) Technical Documents –

(i) Bid security in accordance with ITB Clause 18. If the Procuring Entity requires the bidders to submit the bid security in the form of:
(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;

(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of this Bidding Documents; and

(iii) Sworn statement in accordance with Section 25.3 of the 2016 Revised IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the BDS, the financial component of the bid shall contain the following:

(a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with ITB Clauses 15.1 and 15.4;

(b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with ITB Clause 27, unless otherwise provided in the BDS; and

(c) Any other document related to the financial component of the bid as stated in the BDS.

13.2. (a) Unless otherwise stated in the BDS, all bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the BDS, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

(i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.

(ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

(iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.

(iv) The procuring entity has established a system to monitor and report bid process relative to ABC and engineer's/procuring entity's estimate.

(v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total cost of goods and works.

14. Alternative Bids

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate
bid envelopes.

14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder’s participation to be disqualified. This shall be without prejudice to any applicable criminal, civil, and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4. 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 local 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 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, listed in the BDS.

(c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations.

15.5. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 24.
All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

(a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.

(b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency (ies) stated in the BDS. 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.

16.2. If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the BDS, which shall not be less than the percentage of the ABC in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Form of Bid Security</th>
<th>Amount of Bid Security (Not Less than the Percentage of the ABC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td>
<td>Two percent (2%)</td>
</tr>
</tbody>
</table>
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.

(c) Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security

Five Percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

18.2. The bid security should be valid for the period specified in the BDS. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18.2.

18.4. Upon signing and execution of the contract pursuant to ITB Clause 32, and the posting of the performance security pursuant to ITB Clause 33, the successful Bidder’s bid security will be discharged, but in no case later than the bid security validity period as indicated in the ITB Clause 18.2.

18.5 The bid security may be forfeited:

(a) if a Bidder:

(i) withdraws its bid during the period of bid validity specified in ITB Clause 17;
(ii) does not accept the correction of errors pursuant to ITB Clause 28.3(b);
(iii) has a finding against their veracity of any of the documents submitted as stated in ITB Clause 29.2;
(iv) submission of eligibility requirements containing false information or falsified documents;
(v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
(vi) allowing the use of one’s name, or using the name of another for purposes of public bidding;
(vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
(vii) refusal or failure to post the required performance security within the prescribed time;

(ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

(x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;

(xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

(xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

(i) fails to sign the contract in accordance with ITB Clause 32; or

(ii) fails to furnish performance security in accordance with ITB Clause 33.

19. Format and Signing of Bids

19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms VI of this Bidding Document on or before the deadline specified in the ITB Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

19.2 Forms as mentioned in ITB Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.

19.4 Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

20.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 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”.

20.2. Each copy of the first and second envelopes shall be 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.
20.3. The original and the number of copies of the Bid as indicated in the BDS shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

20.4. 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 accordance with ITB Clause 1.1;
(d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
(e) bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids, in accordance with ITB Clause 21.

20.5. 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. If bids are not sealed and unmarked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the BDS.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder’s name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before
the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the BDS. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in ITB Clause 12, using a non-discretionary “pass/fail” criterion. If the Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

24.3. Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

24.4. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.

24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

24.6. In the case of an eligible foreign Bidder as described in ITB Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.

(a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;

(b) Mayor’s/Business Permit issued by the local government where the principal place of business of the bidder is located; and

(c) Audited Financial Statements showing, among others, the prospective bidders total and current assets and liabilities stamped “received” by the Bureau of
24.7. Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clause 12.1 (a)(i) to (a)(iii). Submission of documents required under ITB Clauses 12.1 (a)(iv) to 12.1 (a)(vii) by any of the joint venture partners constitutes compliance.

24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

24.9. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

24.10. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the BDS or in the case of ITB Clause 26.

25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

27.1. Unless otherwise stated in the BDS, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

(a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder

(b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).

(c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
(d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award the contract to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

27.2 A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 24, in order to determine the Lowest Calculated Bid.

28.2. The Lowest Calculated Bid shall be determined in two steps:

(a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

(b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

28.3. 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 following in the evaluation of bids:

(a) Completeness of the bid. Unless the BDS allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

(b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

28.4 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the BDS.

28.5 The Procuring Entity’s evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form, which includes the Schedule of Prices.

28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed...
estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

28.7 If so indicated pursuant to ITB Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each item of a lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification

29.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12, and 13.

29.2 Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, 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.

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, 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 9184.

29.3 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted pursuant to ITB Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days.

29.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

29.5 A negative determination shall result in rejection of the Bidder’s Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

29.6 Within a period not exceeding fifteen (15) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation.

29.7 In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the ITT of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.
30. Reservation Clause

30.1. Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the pre-set eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

30.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

(a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) If the Procuring Entity’s BAC is found to have failed in following the prescribed bidding procedures; or

(c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

(ii) If the project is no longer necessary as determined by the head of the procuring entity; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

(a) No bids are received;

(b) All prospective bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or fail post-qualification; or

(d) The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

31. Contract Award

31.1. Subject to ITB Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

(a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:

(i) Valid JVA, if applicable; or

(ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;

(b) Posting of the performance security in accordance with ITB Clause 33;

(c) Signing of the contract as provided in ITB Clause 32; and

(d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184

31.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

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

32.2 Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.

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

32.4 The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

(d) Performance Security;

(e) Credit line in accordance with ITB Clause 5.5, if applicable;

(f) Notice of Award of Contract; and

(g) Other contract documents that may be required by existing laws and/or specified in the BDS.
33. Performance Security

33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Form of Performance Security</th>
<th>Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td>
<td></td>
</tr>
<tr>
<td>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td>
<td>Five percent (5%)</td>
</tr>
<tr>
<td>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td>
<td>Thirty percent (30%)</td>
</tr>
</tbody>
</table>

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the 2016 Revised IRR of Republic Act 9184.
Section III.
Bid Data Sheet (BDS)
**Bid Data Sheet (BDS)**

<table>
<thead>
<tr>
<th>ITB Clause</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The Procuring Entity is <em>Philippine International Trading Corporation (PITC).</em></td>
</tr>
<tr>
<td>1.2</td>
<td>Bidders may bid for one or both lots provided bidder bids and supplies in full the quantity of the lot/s being bid. Supply per lot must come from one source/one manufacturer only.</td>
</tr>
<tr>
<td>5.1</td>
<td>The bidding is open to Manufacturers or local First Tier Distributors for the Supply and Delivery 111 units Brand New Tractor-driven Wholestalk Harvester and 69 units Brand New Sugarcane Wheeled Grabber with Excavator (hereafter referred to as GOOS). “First Tier Distributor” shall mean a Philippine-based company directly appointed by the principal manufacturer.</td>
</tr>
<tr>
<td>5.2</td>
<td>None of the circumstances mentioned in the ITB Clause exists in this Project.</td>
</tr>
<tr>
<td>5.4</td>
<td>A prospective bidder should have completed a Single Largest Completed Contract similar to the contract to be bid within last five (5) years from date of Submission and receipt of bids amounting to at least fifty percent (50%) of the ABC of the project. “Similar” contract shall refer to contracts pertaining to large farm machineries.</td>
</tr>
<tr>
<td>7</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>8.1</td>
<td>Subcontracting not allowed.</td>
</tr>
<tr>
<td>8.2</td>
<td>Not applicable</td>
</tr>
<tr>
<td>9.1</td>
<td>The Procuring Entity will hold a Pre-bid Conference for this Project on <strong>28 June 2019</strong> (Friday), <strong>9:00 AM</strong> at the <strong>5/F Conference Room</strong>, <strong>NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City</strong></td>
</tr>
</tbody>
</table>
| 10.1 | Prospective Bidders may request for clarifications on any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the following address at least ten (10) calendar days before the deadline for the submission and receipt of bids:  

**CHAIR**  
**Bids and Awards Committee I**  
**Philippine International Trading Corporation (PITC)**  
**5th Flr, NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City**  
**Email: chairbac1@pitc.gov.ph**  
**Telefax: 892-2149**  

**Note:** Maximum size of e-mail with attachment is six (6) MB only.
12.1 (a) ELIGIBILITY DOCUMENTS –

**Class “A” Documents:**

(i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives.

(ii) Valid and Current Business/Mayor’s 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;

In cases of recently expired Mayor's/Business Permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal with the period prescribed by the concerned local government units, provided that the renewed permit shall be submitted as a post-qualification requirement.

(iii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018;

(iv) Copy of each of the following Audited Financial Statements for 2018 and 2017 (in comparative format or separate reports):

   (a) Independent Auditor’s Report;
   (b) Balance Sheet (Statement of Financial Position); and
   (c) Income Statement (Statement of Comprehensive Income)

Each of the above statements must have stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions;

**OR**

Submission of valid and current PHILGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A in lieu of (Items (i), (ii), (iii) and (iv)) Eligibility Documents.

Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PHILGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents together with the Platinum Registration.

In case the bidder opt to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. “GPPB Circular 07-2017 dated 31 July 2017”

(v) Statement of the prospective bidder’s all ongoing government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid. (Annex I);
(vi) Statement of Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty percent (50%) of the total ABC of the lot being bid (Annex I-A):

“Similar” contract shall refer to large farm machineries.

Any of the following documents must be submitted/attached corresponding to the listed completed largest contracts per Annex I-A:

(a) Copy of End User’s Acceptance; or

(b) Copy of Official Receipt/s; or

(c) Copy of Collection Receipt with Sales Invoice

(vii) Duly signed Certificate of Net Financial Contracting Capacity (NFCC) per Annex II, in accordance with ITB Clause 5.5 OR Committed Line of Credit per Annex II-A.

a) Should the bidder opt to submit NFCC, computation must be equal to the ABC of the project. The detailed computation using the required formula must be shown as provided for in Annex II.

\[
NFCC = [(\text{Current assets minus current liabilities}) \times (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}
\]

Notes:

1. The values of the bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

2. The value of all outstanding or uncompleted contracts refers to those listed in Annex I.

3. The detailed computation must be shown using the required formula provided above.

4. The NFCC computation must at least be equal to the ABC of the project or the lot being bid for.

OR

b) Should the bidder opt to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by a Local Universal or Local Commercial Bank. (See sample Bank Form per Annex II-A).

---

Class “B” Document: (For Joint Venture)

The participating entities entering a Joint Venture Agreement (JVA) are to be treated as a single entity and shall be jointly and severally responsible or liable for the obligations and liabilities incurred by any partner to the JV pertinent to the project requirements.

Hence, any Blacklisting Order and/or overdue deliveries intended for end-user or PITC shall apply to the JVA as the JV is deemed as one bidder.

a) For Joint Ventures, Bidder to submit either:

(i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or
(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture signed by 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. (Annex III)

In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i) of the 2016 Revised IRR of RA 9184]

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.

b) Each JV Partner must submit the following:

**Local JV Partner**

(i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;

(ii) Valid and current Business/Mayor’s 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;

In cases of recently expired Mayor’s/Business Permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal with the period prescribed by the concerned local government units, provided that the renewed permit shall be submitted as a post-qualification requirement.

(iii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018;

(iv) Copy of each of the following Audited Financial Statements for 2018 and 2017 (in comparative form or separate reports):

   a) Independent Auditor’s Report;
   b) Balance Sheet (Statement of Financial Position); and
   c) Income Statement (Statement of Comprehensive Income)

Each of the above statements must have stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.

**Foreign JV Partner**

(i) Valid and current certificate/license/authority to conduct/operate business issued by the regulatory authority in the country where the bidder is based. (If not in English, must be translated to English pursuant to Clause 11 of the Instructions to Bidders);

(ii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018;

(iii) Corporate Financial Statements or Annual Report for 2018 or 2017.

**OR**

Submission of valid and current PHILGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A.

*Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including:
In case the JV Partners opt to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. “GPPB Circular 07-2017 dated 31 July 2017”.

The following Eligibility – Technical and Eligibility – Financial Documents may be submitted by only ONE of the parties to the JV:

1. Statement of all on-going government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid (Annex I);

2. Statement of Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty percent (50%) of the total ABC of the lot being bid (Annex I-A):

   “Similar” contract shall refer to contracts pertaining to large farm machineries.

   Any of the following documents must be submitted/attached corresponding to the listed completed largest contracts per Annex I-A:

   a) Copy of End User’s Acceptance; or
   b) Copy of Official Receipt/s; or
   c) Copy of Collection Receipt with Sales Invoice (for local JV Partner)

3. Duly signed Certificate of Net Financial Contracting Capacity (NFCC) per Annex II, in accordance with ITB Clause 5.5 OR Committed Line of Credit per Annex II-A.

   a) Should the bidder opt to submit NFCC, computation must be equal to the ABC of the project. The detailed computation using the required formula must be shown as provided for in Annex II.

   \[
   NFCC = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}
   \]

Notes:

1. The values of the bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex I.
3. The detailed computation must be shown using the required formula provided above.
4. The NFCC computation must at least be equal to the ABC of the project or lot being bid for.

**OR**

   b) Should the bidder opt to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by a Local Universal or Local Commercial Bank. (See sample Bank Form per Annex II-A).

The determination as to (i) whose Audited Financial Statement should be used / submitted; and (ii) who submits the Statement of All-Ongoing Contracts – lies with the Partners Contracting the Joint Venture since the audited Financial Statements and the Ongoing Contracts of that JV partners should be the basis for the Computation of the NFCC.
(b) TECHNICAL DOCUMENTS

(i) **Bid Security** must be issued in favor of the PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC) in any of the following forms:

1) Bid Securing Declaration per Annex IV;
2) Cash or Cashier’s/ Manager’s Check* equivalent to at least 2% of the ABC of the lot being bid for;
3) Bank Guarantee/ Bank draft or Irrevocable LC* equivalent to at least 2% of the ABC of the lot being bid for; OR
4) Surety bond** callable upon demand equivalent to at least 5% of the ABC of the lot being bid for.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total ABC (₱) (VAT Inclusive)</th>
<th>Bid Security 2% of ABC</th>
<th>Bid Security 5% of ABC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot no.1 - Tractor-driven Wholestalk Harvester</td>
<td>161,087,461.29</td>
<td>3,221,749.23</td>
<td>8,054,373.06</td>
</tr>
<tr>
<td>Lot No. 2 - Sugarcane Wheeled Grabber with excavator</td>
<td>160,216,717.98</td>
<td>3,204,334.36</td>
<td>8,010,835.90</td>
</tr>
</tbody>
</table>

* Only those issued and confirmed by a Local Universal or Local Commercial Bank
** Must be callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such bond

Notes:
(a) Separate Bid Security per lot being bid.
(b) The Cashier’s/Manager’s Check shall be issued by a Local Universal or Commercial Bank.
(c) The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Local Commercial Bank.
(d) Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must conform with the following:

1) Issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a copy of a valid Certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.

2) Callable upon demand.

3) **Must specify the grounds for forfeiture of bid security as stated in Section II, ITB Clause 18.5, to wit:**

   ▪ **IF A BIDDER:**
     (i) withdraws its bid during the period of bid validity specified in ITB Clause 17;
     (ii) does not accept the correction of errors pursuant to ITB Clause 28.3(b);
     (iii) has a finding against the veracity of any of the documents submitted as stated in ITB Clause 29.2; or
     (iv) submission of eligibility requirements containing false information or falsified documents;
(v) submits bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

(vi) allowing the use of one’s name, or using the name of another for purposes of public bidding;

(vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;

(viii) refusal or failure to post the required performance security within the prescribed time;

(ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

(x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;

(xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

(xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reason.

**IF THE SUCCESSFUL BIDDER:**

(xiii) fails to sign the contract in accordance with ITB Clause 32; or

(xiv) fails to furnish performance security in accordance with ITB Clause 33

(ii) Duly signed, conformed and completed **Technical Bid Form** and other **Technical Documents**.

| Lot no.1 - One (1) Lot consisting of 111 Units Tractor-driven Wholestalk Harvester |
|---------------------------------|----------------------------------|
| Annex V-A                      | Technical Bid Form               |
| Annex V-A1                     | Terms of Reference               |
| Annex V-A2                     | Delivery Sites                   |
| Annex V-A3                     | Actual Field Performance Test for Tractors |
| Annex V-A4                     | List of Parts Inventory Valued at No Less than One Million Pesos |
| Annex V-A5                     | SRA Logo                         |

| Lot No. 2 - One (1) Lot consisting of 69 Units Sugarcane Wheeled Grabber with excavator |
|---------------------------------|----------------------------------|
| Annex V-B                      | Technical Bid Form               |
| Annex V-B1                     | Terms of Reference               |
| Annex V-B2                     | Delivery Sites                   |
| Annex V-B3                     | List of Parts Inventory Valued at No Less than One Million Pesos |

(iii) **Copy of valid and current ISO Certification** in the name of the manufacturer of the item being offered issued by an independent certifying agency. The ISO Certification must cover the manufacture/design or production of the item being bid for.

Note: If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders.
(iv) **Product brochure and/or Technical Data Sheets** for the brand and model number of item/s being bid for showing compliance to the technical specifications. It must be signed and sealed by a registered Professional Agricultural and Biosystems Engineer.

(v) **For MANUFACTURERS:** Certification that the Bidder is a Manufacturer (Annex VI).

**For FIRST TIER DISTRIBUTORS:** Valid and Current Appointment of the bidder as First Tier Distributor issued by the manufacturer of the item;

(vi) Valid and current **AMTEC Test Results** showing the item/s being bid for are in compliance with the Technical Specifications submitted by SRA per Annex V-A1 (for Lot 1) and Annex V-B1 (for Lot 2)

(vii) **For Lot 1 – Tractor-driven Wholestalk Harvester**

**For Tractor -** 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.

(viii) **For Lot no. 1 – Tractor-driven Wholestalk Harvester**

**For the Tractor** - list of company owned and operated service center for after sales services within Luzon, Visayas and Mindanao, with at least five (5) years of experience in servicing such brand being offered (with available spare parts, indicating address, telephone & fax numbers, email address and contact person).

**For the whole stalk harvester** – list of accredited Service Centers in Luzon, Visayas and Mindanao (with available spare parts, indicating address, telephone & fax numbers, email address and contact person).

**For Lot no. 2 – Sugarcane Wheeled Grabber with excavator**

List of accredited service centers in Luzon, Visayas and Mindanao (with available spare parts, indicating address, telephone & fax numbers, email address and contact person).

(ix) **Certificate of Performance Evaluation (Annex VII)** showing a rating of at least Very Satisfactory, issued by the Bidder’s client for the Single Largest Completed Contract of Similar Nature within the last five (5) years (Annex I-A);

(x) **Proof of Authority of the bidder’s authorized representative/s:**

(a) **FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):** Duly notarized Special Power of Attorney.

(b) **FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:** Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s.

**IN THE CASE OF UNINCORPORATED JOINT VENTURE:** Each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representative/s.

(xi) **Omnibus Sworn Statements** using the form prescribed (Annex VIII).

(a) Authority of the designated representative

(b) Non-inclusion in blacklist or under suspension status

(c) Authenticity of Submitted Documents

(d) Authority to validate Submitted Documents

(e) Disclosure of Relations
(f) Compliance with existing labor laws and standards
(g) Bidders Responsibilities
(h) Did not pay any form of consideration

| 13.1 | Completed and signed Financial Bid Forms. Bidder must use, accomplish and submit Financial Bid Form (For Lot No. 1 Annex IX-A / For Lot No. 2 Annex IX-B).
The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted. |
| 13.1 (b) | No further instruction. |
| 13.1 (c) | No further instruction. |

| 13.2 (a) | The ABC for the project is as follows: |
| Description | Total ABC (₱) (VAT Inclusive) |
| Lot no.1 - Tractor-driven Wholestalk Harvester | 161,087,461.29 |
| Lot No. 2 - Sugarcane Wheeled Grabber with excavator | 160,216,717.98 |

Any bid exceeding the ABC shall not be accepted.

| 13.2 (b) | No further instruction. |
| 15.4(a)(iv) | No further instruction. |
| 15.4(b) (i) | No further instruction. |
| 16.1(b)(ii) | No further instruction. |
| 16.1 (b) | The Bid Prices from outside the Philippines shall be quoted in the Philippine Pesos. |
| 16.3 | No further instruction. |
| 17.1 | The bids will be valid for one hundred twenty (120) calendar days from the date of opening of bids. |
Bid security must be issued in favor of the PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC) in any of the following forms:

1) Bid Securing Declaration per Annex IV;
2) Cash or Cashier’s/ Manager’s Check* equivalent to at least 2% of the ABC;
3) Bank Guarantee/ Bank draft or Irrevocable LC* equivalent to at least 2% of the ABC; OR
4) Surety bond** callable upon demand equivalent to at least 5% of the ABC.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total ABC ($) (VAT Inclusive)</th>
<th>Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot no.1 - Tractor-driven Wholestalk Harvester</td>
<td>161,087,461.29</td>
<td>3,221,749.23</td>
</tr>
<tr>
<td>Lot No. 2 - Sugarcane Wheeled Grabber with excavator</td>
<td>160,216,717.98</td>
<td>3,204,334.36</td>
</tr>
</tbody>
</table>

* Only those issued and confirmed by a Local Universal or Local Commercial Bank
** Must be callable upon demand issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such bond.

18.2 The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids.

19.5 Bidders must sign or initial each and every interlineation, erasure, overwriting and correction made on their bids. Failure to do so shall result in the invalidation and rejection of their bids.

20.1 Each Bidder shall submit the following in one (1) big envelope duly labeled containing two sets of envelopes;

- First envelope must contain three (3) copies of Eligibility and Technical documents duly marked as “Original Copy”, “Duplicate Copy” and “Triplicate Copy”.
- Second envelope must contain three (3) copies of Financial documents duly marked as “Original Copy”, “Duplicate Copy” and “Triplicate Copy”.

**NOTE:** Bidder must submit in separate folders for the Financial Bid Form per Lot in Triplicate.

All envelopes and folders must be labeled as specified below.

20.4 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 accordance with ITB Clause 1.1;
(d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
(e) bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids, in accordance with ITB Clause 21.
TO : THE BIDS AND AWARDS COMMITTEE I
PHILIPPINE INTERNATIONAL TRADING CORPORATION

FROM : ____________________________________________

ADDRESS: _________________________________________

PROJECT : SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN
WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED
GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY
ADMINISTRATION (SRA)

LOT NO. _____

BID REF NO: GPG-B1-2019-205

“DO NOT OPEN BEFORE: 22 July 2019 (Monday), 10:00 AM”

21. The address for submission of bids is Philippine International Trading Corporation,
Ground Floor, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City.
The deadline for submission of bids: 22 July 2019 (Monday), 10:00 AM.

24.1 The place of bid opening is Philippine International Trading Corporation, 5th Floor
Conference Room, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City.
The date and time of bid opening is on 22 July 2019 (Monday), 10:00 AM.

24.2 No further instructions.

27.1 No further instructions.

28.3 No further instructions.

28.3 (b) Bid modification is not allowed.

28.4 No further instructions.

29.2, 29.2(a), 29.2(b), and 29.2(d) Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by
the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification:

1. Present original copy and submit copy of the following:
   a. Latest Income and Business Tax Returns per Revenue Regulations 3-2005; tax
returns filed through the Electronic Filing and Payments System (eFPS). The latest
income and business tax returns are those within the last six months preceding the
date of bid submission.
   b. Valid and current Certificate of PhilGEPS Registration (Platinum Membership);
   c. PO’s or Contracts for all Ongoing Contracts as listed per submitted Annex I
(Statement of All Ongoing Government and Private Contracts).
d. PO’s or Contracts for the Single Largest Completed Contract per submitted Annex I-A.

(In case of Joint Venture, between local companies, both partners must present/submit item a. In case of foreign partner, item a is not applicable.)

2. Submit original copy of the following:
   a. Countertrade Undertaking (Annex X-A)
      Pursuant to the provisions of E.O. 120 s. 1993 on the adoption of countertrade for government procurement of foreign goods and equipment, a winning bidder whose aggregate contract award hereunder amounts to the equivalent (in Philippine Pesos) of at least US$1 Million over a period of one (1) year period from the date award for the 1st project with PITC, shall be bound to undertake countertrade activities (counterpurchase and/or offsets) for the benefit of the Philippines. The countertrade obligation of the said winning bidder shall be equivalent to fifty percent (50%) of the value of the imported component of the contract. To this end, the winning bidder shall sign a Countertrade Agreement with PITC outlining the terms and conditions of performance within 90 days after the signing of the Contract. Failure to sign the Countertrade Agreement with PITC as herein required shall be deemed a violation of the terms and conditions of the bid award and subject to appropriate sanctions as herein provided.

   b. Company Profile (Annex X-B). Company printed brochure may be included.

   c. Vicinity map/location of business office.

3. Present the original copy of the following eligibility documents
   a. Registration certificate from the Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;

   b. Valid and current Business/Mayor’s 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;

   c. Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018;


   (In case of Joint Venture between local companies, partners must present/submit items a and b. In case of foreign partner, a and b are not applicable.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Should there be a finding against the veracity of any of the documents submitted, the Bid Security shall be forfeited in accordance with Sec. 69 of the IRR of RA 9184.

Presentation of Representative/Prototype Sample
For Lot 1 -
To present representative/prototype sample within fifteen (15) calendar days from receipt of Notice to Present Sample for post-qualification/product demonstration purposes.

- Prototype/Sample must be Brand new unit to be used for product demonstration, which at the option of the Supplier may be part of the delivery.

- Prototype shall be subjected to Actual Field Performance Test for Tractors (see Annex V – A3)
• The prototype/sample to be presented during post-qualification must be identical to the unit being bid for. The tractor-mounted sugarcane whole-stalk harvester shall be subject to functional testing as deemed appropriate by PITC/SRA.

The supplier must submit an inventory of parts valued at no less than Pesos: One Million during post-qualification.

**For Lot 2**

To present representative/prototype sample within fifteen (15) calendar days from receipt of Notice to Present Sample for post-qualification/product demonstration purposes:

• Prototype/Sample must be brand new unit to be used for product demonstration, which at the option of the Supplier may be part of the delivery.

• The prototype/sample to be presented during post-qualification must be identical to the unit being bid for. The tractor-mounted sugarcane whole-stalk harvester shall be subject to functional testing as deemed appropriate by PITC/SRA.

The supplier must submit an inventory of parts valued at no less than Pesos: One Million during post-qualification.

32.4 (g)  *No further instructions.*
Section IV. General Conditions of Contract (GCC)
General Conditions of Contract (GCC)

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Definitions</td>
<td>45</td>
</tr>
<tr>
<td>2</td>
<td>Corrupt, Fraudulent, Collusive, and Coercive Practices</td>
<td>45</td>
</tr>
<tr>
<td>3</td>
<td>Inspection and Audit by the Funding Source</td>
<td>46</td>
</tr>
<tr>
<td>4</td>
<td>Governing Law and Language</td>
<td>46</td>
</tr>
<tr>
<td>5</td>
<td>Notices</td>
<td>47</td>
</tr>
<tr>
<td>6</td>
<td>Scope of Contract</td>
<td>47</td>
</tr>
<tr>
<td>7</td>
<td>Subcontracting</td>
<td>47</td>
</tr>
<tr>
<td>8</td>
<td>Procuring Entity’s Responsibilities</td>
<td>47</td>
</tr>
<tr>
<td>9</td>
<td>Prices</td>
<td>48</td>
</tr>
<tr>
<td>10</td>
<td>Payment</td>
<td>48</td>
</tr>
<tr>
<td>11</td>
<td>Advance Payment</td>
<td>48</td>
</tr>
<tr>
<td>12</td>
<td>Taxes and Duties</td>
<td>49</td>
</tr>
<tr>
<td>13</td>
<td>Performance Security</td>
<td>49</td>
</tr>
<tr>
<td>14</td>
<td>Use of Contract Documents and Information</td>
<td>49</td>
</tr>
<tr>
<td>15</td>
<td>Standards</td>
<td>50</td>
</tr>
<tr>
<td>16</td>
<td>Inspection and Tests</td>
<td>50</td>
</tr>
<tr>
<td>17</td>
<td>Warranty</td>
<td>50</td>
</tr>
<tr>
<td>18</td>
<td>Delays in Supplier’s Performance</td>
<td>51</td>
</tr>
<tr>
<td>19</td>
<td>Liquidated Damages</td>
<td>51</td>
</tr>
<tr>
<td>20</td>
<td>Settlement of Disputes</td>
<td>52</td>
</tr>
<tr>
<td>21</td>
<td>Liability of the Supplier</td>
<td>52</td>
</tr>
<tr>
<td>22</td>
<td>Force Majeure</td>
<td>52</td>
</tr>
<tr>
<td>23</td>
<td>Termination for Default</td>
<td>53</td>
</tr>
<tr>
<td>24</td>
<td>Termination for Insolvency</td>
<td>53</td>
</tr>
<tr>
<td>25</td>
<td>Termination for Convenience</td>
<td>53</td>
</tr>
<tr>
<td>26</td>
<td>Termination for Unlawful Acts</td>
<td>54</td>
</tr>
<tr>
<td>27</td>
<td>Procedures for Termination of Contracts</td>
<td>54</td>
</tr>
<tr>
<td>28</td>
<td>Assignment of Rights</td>
<td>55</td>
</tr>
<tr>
<td>29</td>
<td>Contract Amendment</td>
<td>55</td>
</tr>
<tr>
<td>30</td>
<td>Application</td>
<td>55</td>
</tr>
</tbody>
</table>
1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.

(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) “GCC” means the General Conditions of Contract contained in this Section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.

(h) “The Procuring Entity’s country” is the Philippines.

(i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.

(j) The “Funding Source” means the organization named in the SCC.

(k) “The Project Site,” where applicable, means the place or places named in the SCC.

(l) “Day” means calendar day.

(m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

(n) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it
includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation;

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1 (a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice’s effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Bidding Forms of this Bidding Documents.

6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the BDS, does not relieve the Supplier of any liability or obligation under this 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.

7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity’s Responsibilities

8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.
9. Prices

9.1. For given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. One percent (1%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier’s warranty obligations under this Contract as described in GCC Clause 17.

10.2. The Supplier’s request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfilment of other obligations stipulated in this Contract.

10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.

10.4. Unless otherwise specified in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

10.5. Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex “D” of RA 9184.

11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:

(a) On Contract Signature: Fifteen percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
(b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provisions on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity’s authorized representative. In the event that no inspection or acceptance certificate is issued by the procuring Entity’s authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity’s own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

11.4. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1. 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 forms prescribed in the ITB Clause 33.2.

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

(a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

(b) The Supplier has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the SCC.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity’s prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or
information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier’s performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VI. Bidding Forms (Annex VI: Technical Bid Form) and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. 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. The SCC and 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.

16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspection and tests.

16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.

16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier’s option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4. 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier’s Performance

18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, and upon causes provided for under GCC Clause 21.2, the Procuring Entity shall evaluate the situation and may extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance once the amount of liquidated damages reaches ten percent (10%), the
20. Settlement of Disputes

20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.

21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a force majeure.

22.2. For purposes of this Contract the terms “force majeure” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3. If a force majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its
obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

23. Termination for Default

23.1. The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

23.2. The Procuring Entity may terminate the contract when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased;

23.3. The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligations under the Contract.

23.4. In the event the Procuring Entity terminates this Contract in whole or in part for any of the reasons provided under GCC Clause 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.5. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier’s performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier’s receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a quantum meruit basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined prima facie that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

(a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
(b) Drawing up or using forged documents;
(c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
(d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

(c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by
inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;

(e) The Procuring Entity may, at any time before receipt of the Supplier’s verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier’s receipt of the notice;

(f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

(g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and

(h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. **Assignment of Rights**

   The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity’s prior written consent.

29. **Contract Amendment**

   Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. **Application**

   These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.
Section V.

Special Conditions of Contract (SCC)
Special Conditions of Contract (SCC)

<table>
<thead>
<tr>
<th>GCC Clause</th>
<th>Description</th>
<th>Project Completion Period</th>
<th>Project Delivery Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>(g)</td>
<td>The Procuring Entity is <strong>PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 (i)</td>
<td>The bidding is open to local Manufacturers or local First Tier Distributors for the Supply and Delivery of 111 units Brand New Tractor-driven Wholestalk Harvester and 69 units Brand New Sugarcane Wheeled Grabber with Excavator (hereafter referred to as GOODS). “First Tier Distributor” shall mean a Philippine-based company directly appointed by the principal manufacturer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(k)</td>
<td>Project Delivery Completion Period and Delivery Site:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot No.</td>
<td>Description</td>
<td>Project Completion Period</td>
<td>Project Delivery Site</td>
</tr>
<tr>
<td>1</td>
<td>Tractor-driven Sugarcane Harvester/Cutter</td>
<td>Within one hundred twenty (120) calendar days upon receipt of Notice to Proceed (NTP)</td>
<td>Delivery Place/s: Visayas: Sugar Regulatory Administration, Araneta St., Singcang, Bacolod City Negros Occidental (69 units) Luzon: Sugar Regulatory Administration, Luzon Agricultural Research Center (LAREC), Floridablanca, Pampanga (42 units) Deployment Sites: Refer to Annex V-A2 as per Section VI. Bidding Forms of the Bidding Documents.</td>
</tr>
<tr>
<td>2</td>
<td>Sugarcane Wheeled Grabber with Excavator</td>
<td>Within one hundred twenty (120) calendar days upon receipt of Notice to Proceed (NTP)</td>
<td>Delivery Place/s: Visayas: Sugar Regulatory Administration, Araneta St., Singcang, Bacolod City Negros Occidental (32 units) Luzon: Sugar Regulatory Administration, Luzon Agricultural Research Center (LAREC), Floridablanca, Pampanga (37 units) Deployment Sites: Refer to Annex V-B2 as per Section VI. Bidding Forms of the Bidding Documents.</td>
</tr>
</tbody>
</table>
5.1 The Procuring Entity’s addressee, address and contact person for Notices is:

**MS. CHRISTABELLE P. EBRIEGA**  
Vice President, Government Accounts Group  
5th Flr. PHILIPPINE INTERNATIONAL TRADING CORPORATION,  
NDC Building, 116 Tordesillas St., Salcedo Village, Makati City  

**Contact Person:** JINKY C. APOLINAR  
Account Officer  
Tel No. 818-9801 loc. 356

6.2 Please refer to the Technical Bid Form and Terms of Reference. (Additional Terms and Conditions of the Contract, if any.)

10.1 Payment is made through corporate check within fifteen (15) calendar days after complete delivery and acceptance indicated in the Contract, and submission of all required documents. All payments are subject to applicable withholding taxes.

1) Original and duplicate **BIR VAT registered Supplier's Invoice** issued under the name of the Sugar Regulatory Administration (SRA) and indicating PITC Contract number. All entries in the invoice must be typewritten or computer printed;

2) **Original and duplicate BIR Registered Delivery Receipt** issued under the name of the Sugar Regulatory Administration (SRA) duly acknowledged and received by SRA’s authorized representative and countersigned by PITC representative;

3) Certification from SRA that the following documents were submitted and/or complied by the Supplier:

   a. Certificate of Replacement of Defective Units within fifteen (15) calendar days from receipt of Notice of Defects from SRA /PITC;
   
   b. Warranty Certificate minimum of two (2) years from date of final acceptance issued in favor of SRA.

4) Original Certificate of Acceptance duly signed by authorized representatives of SRA and PITC.

5) Certified True copies of pertinent tax receipts and duties on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec.5, 1990/Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.

10.4 No further instructions.

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 the following forms:

<table>
<thead>
<tr>
<th>Form of Performance Security</th>
<th>Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cashier’s/manager’s check issued by a Universal or Commercial Bank.</td>
<td></td>
</tr>
<tr>
<td>(b) Bank draft/guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td>
<td>Five percent (5%)</td>
</tr>
<tr>
<td>(c) Surety bond callable upon demand</td>
<td>Thirty percent (30%)</td>
</tr>
</tbody>
</table>
### Pre-Delivery Inspection and Acceptance

- Inspection and final acceptance of the items shall be conducted by SRA Personnel attested by at least two (2) PITC representatives at the following areas:
  - For Luzon – Sugar Regulatory Administration, Luzon Agricultural Research Center (LAREC), Floridablanca, Pampanga (81 units)
  - For Visayas – Sugar Regulatory Administration, Araneta St. Singcang, Bacolod City, Negros Occidental (30 units)
- Visual and functional inspection thru actual filed testing will be conducted by SRA/PITC representatives.
- All expenses related to the conduct of Testing shall be for the account of the Supplier including accommodations and transportation (as applicable).

#### 17.3
In order to assure that the manufacturing defects shall be corrected by the supplier, the warranty period for this project is at least two (2) years due to hidden defects, defective parts, use of sub-standard materials, bad workmanship, and the likes. Warranty Period shall commence from the date of acceptance by the end user. The warranty shall cover full replacement of defective items, free of charge, including labor, spare parts and materials

The obligation for the warranty for each item being bid shall be covered either of the following:

1. Retention Money equivalent to one percent (1%) of the total contract or
2. Special Bank Guarantee equivalent to one percent (1%) of the total contract

Retention of one percent (1%) of the total contract price will be withheld for the first twelve (12) months of the warranty period. However, retention money can be released provided a Special Guarantee or Standby LC issued by a local commercial bank equivalent to the 1% retention money is submitted and that the supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

The remaining warranty shall be covered by a Paper Warranty.

#### 17.4
Not applicable.

#### 19
The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.

The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.

#### 20.4
In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."

#### 21.1
No additional provision, however, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity."
Section VI.
Bidding Forms
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Annex No.</th>
<th>Particulars</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Eligibility Documents</strong></td>
<td></td>
</tr>
<tr>
<td>Annex I</td>
<td>Statement of all ongoing government and private contracts (including contracts awarded but not yet started)</td>
<td>63</td>
</tr>
<tr>
<td>Annex I-A</td>
<td>Statement of Single Largest Completed Contract of Similar Nature Within the Last Five (5) Years from date of submission and receipt of bids</td>
<td>64</td>
</tr>
<tr>
<td>Annex II</td>
<td>Certificate of Net Financial Contracting Capacity (NFCC)</td>
<td>65</td>
</tr>
<tr>
<td>Annex II-A</td>
<td>Committed Line of Credit (Sample Form)</td>
<td>67</td>
</tr>
<tr>
<td>Annex III</td>
<td>Protocol/Undertaking of Agreement to Enter into Joint Venture</td>
<td>69</td>
</tr>
<tr>
<td>Annex IV</td>
<td>Bid Securing Declaration</td>
<td>71</td>
</tr>
<tr>
<td>Lot No. 1</td>
<td>Lot consisting of 111 units Tractor-driven Wholestalk Harvester</td>
<td></td>
</tr>
<tr>
<td>Annex V</td>
<td>Technical Bid Form</td>
<td>72</td>
</tr>
<tr>
<td>Annex V-A</td>
<td>Terms of Reference</td>
<td>78</td>
</tr>
<tr>
<td>Annex V-A2</td>
<td>Target Deployment Sites of the Tractor-driven Wholestalk Sugarcane Harvesters</td>
<td>80</td>
</tr>
<tr>
<td>Annex V-A3</td>
<td>Actual Field Performance Test for Tractors</td>
<td>82</td>
</tr>
<tr>
<td>Annex V-A4</td>
<td>List of Parts of Inventory Valued at No Less than One Million Pesos</td>
<td>83</td>
</tr>
<tr>
<td>Annex V-A5</td>
<td>Sample Logo</td>
<td>84</td>
</tr>
<tr>
<td>Lot No. 2</td>
<td>Lot consisting of 69 Units Sugarcane Wheeled Graber Excavator</td>
<td></td>
</tr>
<tr>
<td>Annex V-B</td>
<td>Technical Bid Form</td>
<td>85</td>
</tr>
<tr>
<td>Annex V-B1</td>
<td>Terms of Reference</td>
<td>91</td>
</tr>
<tr>
<td>Annex V-B2</td>
<td>Target Deployment Sites of the Sugarcane Grabbers/Loaders</td>
<td>93</td>
</tr>
<tr>
<td>Annex V-B3</td>
<td>List of Parts of Inventory Valued at No Less than One Million Pesos</td>
<td>95</td>
</tr>
<tr>
<td>Annex VI</td>
<td>Certification as a Manufacturer</td>
<td>96</td>
</tr>
<tr>
<td>Annex VII</td>
<td>Certificate of Performance Evaluation</td>
<td>97</td>
</tr>
<tr>
<td>Annex VIII</td>
<td>Omnibus Sworn Statements/Affidavits</td>
<td>98</td>
</tr>
<tr>
<td>Lot No. 1</td>
<td>Lot consisting of 111 units Tractor-driven Wholestalk Harvester</td>
<td></td>
</tr>
<tr>
<td>Annex IX-A</td>
<td>Financial Bid Form</td>
<td>102</td>
</tr>
<tr>
<td>Lot No. 2</td>
<td>Lot consisting of 69 Units Sugarcane Wheeled Graber Excavator</td>
<td></td>
</tr>
<tr>
<td>Annex IX-B</td>
<td>Financial Bid Form</td>
<td>103</td>
</tr>
</tbody>
</table>
Annex I

(Supplier's Company Letterhead)

SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK SUGARCANE HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER AND EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Description</th>
<th>Total Price (Php) (VAT Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tractor-driven Wholestalk Harvester</td>
<td>161,087,461.29</td>
</tr>
<tr>
<td>2</td>
<td>Sugarcane Wheeled Grabber with excavator</td>
<td>160,216,717.98</td>
</tr>
</tbody>
</table>

Statement of All Ongoing Government and Private Contracts, including contracts awarded but not yet started, if any

<table>
<thead>
<tr>
<th>NAME OF CLIENT</th>
<th>NAME OF THE CONTRACT</th>
<th>DATE AND STATUS OF THE CONTRACT</th>
<th>KINDS OF GOODS</th>
<th>AMOUNT OF CONTRACT</th>
<th>VALUE OF OUTSTANDING CONTRACTS</th>
<th>DATE OF DELIVERY</th>
<th>PURCHASE ORDER NUMBER/S OR DATE OF CONTRACT/S</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CERTIFIED CORRECT:

__________________________________________
Name & Signature of Authorized Representative

__________________________________________
Position

__________________________________________
Date
(Bidder’s Company Letterhead)

SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK SUGARCANE HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER AND EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

<table>
<thead>
<tr>
<th>Pls. Check the item being bid</th>
<th>Lot No.</th>
<th>Description</th>
<th>Total Price (Php) (VAT Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Tractor-driven Wholestalk Harvester</td>
<td>161,087,461.29</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>Sugarcane Wheeled Grabber with excavator</td>
<td>160,216,717.98</td>
</tr>
</tbody>
</table>

Statement of Single Largest Completed Contract of Similar Nature within the Last Five (5) Years from date of submission and receipt of bids

A prospective bidder should have completed a Single Largest Completed Contract similar to the contract to be bid within last five (5) years from date of Submission and receipt of bids amounting to at least fifty percent (50%) of the ABC of the project.

“Similar” contract shall refer to contracts pertaining to farm machineries.

<table>
<thead>
<tr>
<th>NAME OF CLIENT</th>
<th>NAME OF THE CONTRACT</th>
<th>DATE OF THE CONTRACT</th>
<th>KINDS OF GOODS</th>
<th>AMOUNT OF CONTRACT</th>
<th>DATE OF DELIVERY</th>
<th>OFFICIAL RECEIPT NO. &amp; DATE, END USER’S ACCEPTANCE DATE OR COLLECTION RECEIPT WITH SALES INVOICE (Please attach)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

________________________
Position

________________________
Date
Annex II

SUPPLY AND DELIVERY 111 UNITS TRACTOR-DRIVEN WHOLESTALK SUGARCANE HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER AND EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

<table>
<thead>
<tr>
<th>Pls. Check the item being bid</th>
<th>Lot No.</th>
<th>Description</th>
<th>Total Price (Php) (VAT Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Tractor-driven Wholestalk Harvester</td>
<td>161,087,461.29</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>Sugarcane Wheeled Grabber with excavator</td>
<td>160,216,717.98</td>
</tr>
</tbody>
</table>

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show figures at how you arrived at the NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is Philippine Pesos (₱________) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows:

\[
CA = \text{Current Assets} \\

\text{Less:} \text{CL} = \text{Current Liabilities} \\

\text{Sub-Total 1} = CA - CL \\

\times 15 \\

\text{Sub-Total 2} = \text{Sub-Total 1} \\

\text{Less:} \text{C} = \text{value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project} \\

\text{NFCC} = CA - CL - \text{C} \\

Issued this ______ day of ________________, 2019.

Name & Signature of Authorized Representative

Position

Date

Note:
1. The values of the bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
2. Value of all outstanding or uncompleted contracts refers to those listed in Annex I.
3. The detailed computation must be shown using the required formula provided above.
4. The NFCC computation must at least be equal to the ABC of the lot being bid for.
Annex II-A
Sample Form

(Name of Bank)

COMMITTED LINE OF CREDIT

Date: _______________

PHILIPPINE INTERNATIONAL TRADING CORPORATION
NDC Building, 116 Tordesillas St.
Salcedo Village, Makati City

CONTRACT/PROJECT: _______________________________
COMPANY/FIRM: _______________________________
ADDRESS: _______________________________
BANK/FINANCING INSTITUTION: _______________________________
ADDRESS: _______________________________
AMOUNT: _______________________________

This is to certify that the above Bank/Financing Institution with business address indicated above, has granted the (Supplier/Distributor/Manufacturer/Contractor), a credit line in the amount specified above which shall be used to finance the performance of the above-mentioned contract.

The credit line shall be available from (date of bid submission) and such line of credit shall be maintained until issuance of Certificate of Acceptance of the goods/services subject of the Contract/project by the joint PITC and _______Representatives.

This Certification is being issued in favor of said (Supplier/Distributor Manufacturer/ Contractor) in connection with the bidding requirement of the Philippine International Trading Corporation for the above-mentioned Contract/Project. We are aware that any false statements issued by us will make us liable for perjury.

This committed line of credit cannot be terminated or cancelled without the prior written approval of Philippine International Trading Corporation.

Name and Signature of Authorized Financing Institution Office ____________________________

Official Designation ____________________________

Concurred by: ____________________________

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor’s) Authorized Representative ____________________________

Official Designation ____________________________

SUBSCRIBED AND SWORN TO BEFORE ME this __________day of __________at _____________________, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules on Notarial Practice) issued _____________________at _____________________, Philippines.

NOTARY PUBLIC ____________________________

Doc. No.: ________
Page No.: ________
Book No.: ________
Series of: ________.
## SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK SUGARCANE HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER AND EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

**Annex III**

**(Page 1 of 2)**

**Bid Reference No. GPG-B1-2019-205**

<table>
<thead>
<tr>
<th>Pls. Check the item being bid</th>
<th>Lot No.</th>
<th>Description</th>
<th>Total Price (Php) (VAT Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>Tractor-driven Wholestalk Harvester</td>
<td>161,087,461.29</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>Sugarcane Wheeled Grabber with excavator</td>
<td>160,216,717.98</td>
</tr>
</tbody>
</table>

### PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

- ……………………………… a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ………………………………, ………………………………, represented herein by its ………………………………, ………………………………, hereinafter referred to as “……………………………”; 
- and-

- ……………………………… a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at ………………………………, ………………………………, represented herein by its ………………………………, ………………………………, hereinafter referred to as “……………………………”; 

For submission to the **Bids and Awards Committee** of the **Philippine International Trading Corporation**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

**WITNESSETH That:**

**WHEREAS,** the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Philippine International Trading Corporation** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

<table>
<thead>
<tr>
<th>Bid Reference No.</th>
<th>Name/Title of Procurement Project</th>
<th>Approved Budget for the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOW THEREFORE,** in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the **PITC BAC** a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).
Annex III
(Page 2 of 2)

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company):

Authorized Representative of the JV Partner: (Per attached Secretary’s Certificate)

Name

Designation

THAT furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by PITC of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by PITC under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of PITC.

This Undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

JV Partner 1’s Representative/Authorized Signatory

JV Partner 2’s Representative/Authorized Signatory

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this ____________ day of ____________ at ______________, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued ________________ at ________________, Philippines.

Doc. No.______
Page No.______
Book No.______
Series of______
ANNEX IV
(Page 1 of 2)

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

BID-SECURING DECLARATION

SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK SUGARCANE HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER AND EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

<table>
<thead>
<tr>
<th>Pls. Check the item being bid</th>
<th>Lot No.</th>
<th>Description</th>
<th>Total Price (Php) (VAT Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>Tractor-driven Wholestalk Harvester</td>
<td>161,087,461.29</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>Sugarcane Wheeled Grabber with excavator</td>
<td>160,216,717.98</td>
</tr>
</tbody>
</table>

To: PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC)

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 Security Declaration¹, 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 security 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 the 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 Single/Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

¹ Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.
ANNEX IV
(Page 2 of 2)

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of ____________, 2019 at ____________________________.

_____________________
Signature over Printed Name
of Bidder’s Authorized
Representative
AFFIANT

SUBSCRIBED AND SWORN to before me this ____ day of ____________, ____ at ____________________, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her ___________________________ [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____________ issued on ________________ at ________________________.

Witness my hand and seal this ___ day of ____________, 2019.

NOTARY PUBLIC

Doc. No. ___
Page No. ___
Book No. ___
Series of ____.
# Supply and Delivery of 111 Units Tractor-Driven Wholestalk Harvester

**TECHNICAL BID FORM**

### Project Requirements

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Description</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Supply and Delivery of 111 Units Tractor-driven Wholestalk Harvester per Sugar Regulatory Administration (SRA) Terms of Reference dated 17 June 2019.</td>
<td></td>
</tr>
<tr>
<td>2)</td>
<td>With reflectorized SRA Logo minimum of 4” diameter in two sides of the Tractor per Annex V – A6.</td>
<td></td>
</tr>
</tbody>
</table>

### Brand and Model Number being Offered:

Tractor-driven Wholestalk Harvester

### BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

__________________________

Name of Company (in print)

__________________________

Signature of Company Authorized Representative

__________________________

Name & Designation (in print)

__________________________

Date
## PROJECT REQUIREMENTS

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Project Requirements</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>5)</td>
<td>The brand of the tractor must be in the Philippine market for the last twenty five (25) years and the brand for the wholestalk harvester for four (4) years.</td>
<td></td>
</tr>
<tr>
<td>6)</td>
<td>The supplier must have on the date of bidding an inventory of parts valued at least One Million Pesos.</td>
<td></td>
</tr>
</tbody>
</table>

### ADDITIONAL REQUIREMENTS TO BE PROVIDED BY THE SUPPLIER IF DECLARED SINGLE/LOWEST CALCULATED BID (SCB/LCB)

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>7)</td>
<td><strong>Presentation of Representative/Prototype Sample</strong></td>
</tr>
<tr>
<td></td>
<td><strong>To present prototype sample within fifteen (15) calendar days from receipt of Notice to Present Sample for post-qualification/product demonstration purposes.</strong></td>
</tr>
<tr>
<td></td>
<td>• Prototype/Sample must be Brand new unit to be used for product demonstration, which at the option of the Supplier may be part of the delivery.</td>
</tr>
<tr>
<td></td>
<td>• Prototype shall be subjected to Actual Field Performance Test for Tractors (see Annex V – A3)</td>
</tr>
</tbody>
</table>

### BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.  
I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.  
Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

__________________________

**Name of Company (in print)**

__________________________

**Signature of Company Authorized Representative**

__________________________

**Name & Designation (in print)**

__________________________

**Date**
### PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex V-A (page 3 of 6)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION**

**SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)**

**Bid Reference No. GPG-B1-2019-205**

Lot No. 1 – 111 units Tractor-driven Wholestalk Harvester

### TECHNICAL BID FORM

INSTRUCTION TO THE SUPPLIER: Indicate “COMPLY” (per line number) under Supplier’s Statement of Compliance if bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “YES OR NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>ADDITIONAL REQUIREMENTS TO BE PROVIDED BY THE SUPPLIER IF DECLARED SINGLE/ LOWEST CALCULATED BID (SCB/LCB)</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>7)</td>
<td><strong>Presentation of Representative/Prototype Sample (continuation)</strong>&lt;br&gt;• The prototype/sample to be presented during post-qualification must be identical to the unit being bid for.&lt;br&gt;• The tractor-mounted sugarcane whole-stalk harvester shall be subject to functional testing as deemed appropriate by PITC/SRA.&lt;br&gt;The supplier must submit an inventory of parts valued at no less than Pesos: One Million during post-qualification.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line No.</th>
<th>REQUIREMENTS IF AWARDED THE CONTRACT</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>8)</td>
<td><strong>Project Completion Period:</strong> Within one hundred twenty (120) calendar days upon receipt of Notice to Proceed (NTP)</td>
<td></td>
</tr>
</tbody>
</table>

### BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

__________________________________________________________
**Name of Company (in print)**

__________________________________________________________
**Signature of Company Authorized Representative**

__________________________________________________________
**Name & Designation (in print)**

__________________________________________________________
**Date**
### Annex V-A (page 4 of 6)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION**

**SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)**

**Lot No. 1 – 111 units Tractor-driven Wholestalk Harvester**

**TECHNICAL BID FORM**

**PHILIPPINE INTERNATIONAL TRADING CORPORATION**

**INSTRUCTION TO THE SUPPLIER:** Indicate “COMPLY” (per line number) under Supplier’s Statement of Compliance if bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “YES OR NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>REQUIREMENTS IF AWARDED THE CONTRACT</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>8)</td>
<td><strong>Delivery Place/s:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Visayas: Sugar Regulatory Administration, Araneta St., Singcang, Bacolod City Negros Occidental (69 units)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Luzon: Sugar Regulatory Administration, Luzon Agricultural Research Center (LAREC), Floridablanca, Pampanga (42 units)</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Deployment Sites:</strong> Refer to Annex V-A2 as per Section VI. Bidding Forms of the Bidding Documents.</td>
<td></td>
</tr>
<tr>
<td>9)</td>
<td><strong>Pre-Delivery Inspection and Acceptance</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Pre-Delivery Inspection and acceptance of the items shall be conducted by SRA Personnel attested by at least two (2) PITC representatives at the delivery place/s.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Items will be subjected to visual and functional inspection thru actual field testing which will be conducted by SRA/PITC representatives.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• All expenses related to the conduct of Testing shall be for the account of the supplier including accommodations and transportation (as applicable).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• After the successful functional test and issuance of Certificate of Inspection issued by SRA from the Delivery site/s, the items will be delivered by the supplier to the Deployment Site/s indicated in Annex V-A2.</td>
<td></td>
</tr>
</tbody>
</table>

**BIDDER’S UNDERTAKING**

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

________________________________________
Name of Company (in print)

________________________________________
Signature of Company Authorized Representative

________________________________________
Name & Designation (in print)

________________________________________
Date
## TECHNICAL BID FORM

### REQUIREMENTS IF AWARDED THE CONTRACT

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Delivery Conditions:</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>10)</td>
<td>Deliveries must be done within the delivery period/completion period at designated delivery site/s</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliveries are subject to inspection at designated deployment site/s consisting of at least two (2) PITC representatives and one (1) SRA representative</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All delivery/ies must be done in the presence of PITC/SRA Representatives. Any incidental expenses incurred in all deliveries shall be for the account of the Supplier</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Supplier must inform PITC Account Officer at least seven (7) days prior to the delivery of goods in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of delivery.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other than the delivery schedule / quantities stated, NO partial deliveries are allowed. Only complete deliveries will be accepted.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliveries made for “safekeeping” purposes are “NOT ALLOWED”.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supplier shall be responsible for providing adequate fuel for the Tractors at the delivery site.</td>
<td></td>
</tr>
</tbody>
</table>

### BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

______________________________
Name of Company (in print)

______________________________
Signature of Company Authorized Representative

______________________________
Name & Designation (in print)

______________________________
Date
ANNEX V-A (page 5 of 6)

PHILIPPINE INTERNATIONAL TRADING CORPORATION

SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205
Lot No. 1 – 111 units Tractor-driven Wholestalk Harvester

TECHNICAL BID FORM

INSTRUCTION TO THE SUPPLIER: Indicate “COMPLY” (per line number) under Supplier’s Statement of Compliance if bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “YES OR NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>REQUIREMENTS IF AWARDED THE CONTRACT</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>11)</td>
<td>Delivery Conditions: (continuation)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>During delivery, the supplier shall be responsible in unloading the items from the container/truck to the designated delivery center. All delivery and assembly, handling and other related expenses shall be done by the supplier. In the absence of materials handling equipment at the site, the supplier shall provide the necessary equipment such as but not limited to forklifts, hand pallet truck etc. All expenses related to delivery, inspection and acceptance shall be for the account of the supplier.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Replacement of Defective Items</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) The Supplier shall replace any newly delivered unit found to be defective.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Replacement shall be made within fifteen (15) calendar days after receipt of Notice from SRA/PITC.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) All expenses shall be for the account of the Supplier.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For defective units and all defective integral parts of the equipment, supplier shall only be allowed up to two (2) replacements. After which, project shall be cancelled and performance security shall be forfeited.</td>
<td></td>
</tr>
</tbody>
</table>

BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items. I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print) __________________________________________

Signature of Company Authorized Representative _______________________

Name & Designation (in print) ________________________________________

Date ___________________________
## Annex V-A (page 6 of 6)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION**

**SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)**

Bid Reference No. GPG-B1-2019-205
Lot No. 1 – 111 units Tractor-driven Wholesalk Harvester

**TECHNICAL BID FORM**

<table>
<thead>
<tr>
<th>Line No.</th>
<th>REQUIREMENTS IF AWARDED THE CONTRACT</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>12)</td>
<td><strong>Operation and Maintenance Manual</strong> Provide Operation and Maintenance Manual in English (in Hard Copy) upon delivery of each units.</td>
<td></td>
</tr>
<tr>
<td>13)</td>
<td><strong>Warranty</strong> Two (2) years warranty period from date of acceptance due to hidden defects, defective parts, use of sub-standard materials, bad workmanship, and the likes.</td>
<td></td>
</tr>
<tr>
<td>14)</td>
<td><strong>Training</strong> Supplier to conduct training on machine operation, maintenance and harvesting in Luzon, Visayas, and Mindanao for a minimum of three (3) days with a maximum of five (5) personnel per recipient.</td>
<td></td>
</tr>
<tr>
<td>15)</td>
<td>As one of documentary requirements for payment (as applicable), submit certified true copies of pertinent tax receipts and duties paid on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec. 5, 1990 / Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.</td>
<td></td>
</tr>
</tbody>
</table>

**BIDDER’S UNDERTAKING**

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

______________________________
Name of Company (in print)

______________________________
Signature of Company Authorized Representative

______________________________
Name & Designation (in print)

______________________________
Date
**Annex V-A1**

**Section VI. Bidding Forms**

**Name of Project:** Supply, and delivery of 111 units Brand New Tractor-Driven Sugarcane Whole-stalk Harvester for the Sugar Regulatory Administration

**Requisition No.:** GPG-B-2019-205

**TERMS OF REFERENCE**

**As of June 17, 2019**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Power Requirement:</td>
<td>55 kw</td>
</tr>
<tr>
<td>2. Working PTO Speed:</td>
<td>540 rpm (hydraulic drive)</td>
</tr>
<tr>
<td>3. Cutter bar length:</td>
<td>At least 1.70 meter, double knife cutter bar</td>
</tr>
<tr>
<td>5. Cutting Speed:</td>
<td>6 to 8 km/hr</td>
</tr>
<tr>
<td>6. Knife driving system:</td>
<td>Heavy duty open pivot cutter drive (PTO shaft drive)</td>
</tr>
<tr>
<td>7. Safety mechanism:</td>
<td>Cutter bar safety breakout, automatic spring released</td>
</tr>
<tr>
<td>8. Approximate weight:</td>
<td>360 kg</td>
</tr>
</tbody>
</table>

For tractor (in tandem with the whole stalk cutter)

| 1. Rate engine | 0-33 hp @ 2,700 RPM |
| 2. Engine displacement | 1600-1800 cc |
| 3. Minimum lifting load | 600 kg |
| 4. Maximum speed | 25-26 kph |
| 5. Gearshift: | 2nd/2nd, reverse |
| 6. Turning radius: | 7.2 x 7 meters |
| 7. Wheel Base: | 1,600-1,800 mm |
| 8. Minimum Ground Clearance | 305 mm |
| 9. Tire Size: | 1.4-16, Rear - 1.4-4 |

**Other requirements:**

1. The brand must be from the Philippine market for the last Twenty-Five (25) years for the tractor while four (4) years for the whole stalk harvester.
2. 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 for the tractor only.

**Requirements during Bid Opening:**

1. Certificate of Distributionship shall be submitted by the bidder together with the bid document.
2. Technical Data Sheets/Brochures/Manuals must be signed and stamped with a dry seal by a Registered Professional Agricultural and Biosystems Engineer.
3. The bidder must have AEC/EC Tests results and/or documents provided by AEC/EC to be submitted together with the bidding documents.
4. For the Tractor, supplier must have owned and operated a service center for after sales services within Luzon, Visayas, and Mindanao, with at least 5 years of experience in servicing such brand being offered. For the whole stalk harvester, the supplier must provide a list of its accredited Service Centers in Luzon, Visayas, and Mindanao. Such list must be submitted together with the bid documents.
5. Supplier must be an authorized importer and/or distributor of the tractor.

**Requirements during Postqualification:**

**Presentation of Prototype/Specimen:**

To present prototype/specimen within fifteen (15) calendar days from receipt of Notice to Present Sample for post-qualification/product demonstration purposes. Prototype specimen must:

- Brand new unit to be used for product demonstration, which at the option of the Supplier may be part of the delivery.
- Prototype shall be subjected to Actual Field Performance Test for Tractors (see attached).
- The prototype specimen to be presented during post-qualification must be identical to the unit being bid for. The tractor-mounted sugarcane whole-stalk harvester shall be subject to functional testing and inspection as deemed appropriate by PITC/SRA.
- Supplier must submit an inventory of parts valued at less than One Million Pesos during the post-qualification.

**Requirements if awarded the contract:**

1. Will be delivered to Sugat Lago minimum of 4 inches in two sides of the Tractor
2. Delivery Period: Within one hundred twenty (125) calendar days upon receipt of Notice to Proceed.
3. Delivery Place: Visayas – Sugar Regulatory Administration, Araneta St. Sugarcane, Bantoc City Negros Occidental (66 units) / Luzon – Sugar Regulatory Administration, Luzon Agricultural Research Center (LAREC), Florida, Fairview (42 units)
4. Deployment Site: see attached
5. Warranty Period: Two (2) years on parts and services
6. The delivered tractor-mounted sugarcane whole-stalk harvester will be subjected to visual and functional inspection thru actual field testing to be conducted by PITC/SRA.
7. Training (no. of days), no. of Employees, and place; Supplier to conduct training on machine operation, maintenance and harvesting in Luzon, Visayas, and Mindanao for a minimum of three (3) days with a maximum of five (5) personnel.
8. Operation and Maintenance Manual in English (color- or Hard Copy) upon delivery of items
9. All cost related to delivery, inspection and acceptance shall be for the account of the supplier.

**Conforme:**

**Bidder’s Company Name**

**Name & Signature of Authorized Representative**

**Designation**

**Date**
Supply and Delivery of 111 Units Brand New Tractor-Driven Wholestalk Sugarcane Harvester and 69 Units Brand New Sugarcane Wheeled Grabber with Excavator for the Sugar Regulatory Administration (SRA)
### Annex V-A2

**Section VI. Bidding Forms**

- **Bidding Reference No.:** GPG-B1-2019-205

#### Target Deployment Sites of the Tractor-driven Wholesalk Sugarcane Harvesters

<table>
<thead>
<tr>
<th>SRA</th>
<th>Deployment Site</th>
<th>No. of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>SRA-LAREC, Pampanga</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>SRA-LGAREC, Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Lakan, Cagayan</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Galayam Mill District - Batangas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Don Pedro Mill District - Batangas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Famyanga Mill District - Pampanga</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Tarlac Mill District - Tarlac</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Penumil Mill District - Camarines Sur</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Nabatau Farmers Multi Purpose Cooperative, Solano, Cagayan</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>San Jacinto Planters Association, Victoria, Tarlac</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Batang Batang Sugar Planters Association, Victoria, Tarlac</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Bamban Batang Sugar Planters Association, Bamban, Tarlac</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Albu Planters Association, Suagu, Pampanga</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Barangay Malansatan Sugarcane Planters Assn, Ulan, Batangas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Barangay Matayawan Sugarcane Planters Assn, Tuy, Batangas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Batangas Association of Toeng Planters, Toeng Tuy, Batangas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Kabalikat sa Kahuhayan ng mga Mansalada ng Tubo, Nasugbu, Batangas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Samahan ng Maytubu sa Pooc flaya, Balayan, Batangas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Tandag Cooperative, Balayan, Batangas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Calan Cooperative, Balayan, Batangas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Isorog Block Farm, Sto. Inno, Camarines Sur</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Viraayas, Tarlac</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>HPCO-Siyal Mill District - Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Bacolod - Muclay, First Farmers Mill District - Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Binalbagan-Biscon Mill District - Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>SCMEDCO-Daroocogon Mill District - Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Sagay-Dumau Mill District - Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>La Carlota Mill District - Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Lopez Mill District - Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Victorias Mill District - Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>San Carlos Mill District - Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Ma-an Mill District - Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Tobang Mill District - Negros Oriental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>La-Lusuno Mill District - Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Capiz Mill District - Caloocan</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Iloilo Mill District - Iloilo</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Bogo-Medelin Mill District - Cebu</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Ormoc-Karangan Mill District - Leyte</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Hads, Bagacay Workers Carper Beneficiaries Association, Higiran, Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Hida, Nalapip Agrarian Reform Beneficiaries Association, Isabel, Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Prosperidad Farmers Beneficiaries Association, Binalbagan, Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Ascasasongang Mamagmongang Nolan, La Castellana, Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Binebuhado Progressive Farmers and Farm Workers Association, Bogo City, Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Nakahang Farm Workers Association, Bogo City, Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Sta. Rosa Small Farmers Association, Mircia, Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Malasaga Himyang Himyang Irrigators Association, Talisay, Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Brgy, Magaysay Farmers Association, Cadiz City, Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Tes Andanitas Small Farmers Association, Cadiz City, Negros Occidental</td>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

**Conforme:**

---

**Bidder's Company Name**

---

**Name & Signature of Authorized Representative**

---

**Designation**

---

**Date**

---

Supply and Delivery of 111 Units Brand New Tractor-Driven Wholesalk Sugarcane Harvester and 69 Units Brand New Sugarcane Wheeled Grabber with Excavator for the Sugar Regulatory Administration (SRA)
### Annex V-A2

#### (Page 2 of 2)

<table>
<thead>
<tr>
<th>No.</th>
<th>Bidder's Company Name</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>48</td>
<td>Jerusalem Integrated Farmers Association, Cebu City, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>49</td>
<td>Gracia Farmers Association, Cebu City, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>50</td>
<td>PIPPC Agrarian Reclom Cooperative, Sagay City, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>51</td>
<td>Pasto Agrarian Reform Cooperative, Toboso, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>52</td>
<td>Prosperidad Agrarian Reform Beneficiaries Association, San Carlos City, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>53</td>
<td>Malangog Rice Farmers Association, Calatrava, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>54</td>
<td>Malangog Merchants Farmers Association, Calatrava, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>55</td>
<td>Argy. Caminitan Agrarian Reform Beneficiaries Association, Sipalay, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>56</td>
<td>GS-Gld Mambugay BF Project Minority Association, Cauayan, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>57</td>
<td>Tagoc Agrarian Reform Cooperative, Kabankalan City, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>58</td>
<td>Asia Small Farmers &amp; Fishers Association, Hinoba-an, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>59</td>
<td>Argy. Tabu Agrarian Reform Beneficiaries Association, Brgy. Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>60</td>
<td>Gaisadao Integrated Farmers Association, Candoni, Negros Occidental</td>
<td>1</td>
</tr>
<tr>
<td>61</td>
<td>Naga Small Farmers Association, Pampanga, Negros Oriental</td>
<td>1</td>
</tr>
<tr>
<td>62</td>
<td>Usog Mag-uri sa Samac, Mabinay, Negros Oriental</td>
<td>1</td>
</tr>
<tr>
<td>63</td>
<td>Brgt. Mambilaoan United Farmers Association, MabinayNegros Oriental</td>
<td>1</td>
</tr>
<tr>
<td>64</td>
<td>Candugay Datag Farmers Association, Saton, Negros Oriental</td>
<td>1</td>
</tr>
<tr>
<td>65</td>
<td>Dalacon Farmers Association, Pasti City, Iloilo</td>
<td>1</td>
</tr>
<tr>
<td>66</td>
<td>Daco Overseas Workers Association Inc., Tobias Forster, Antique</td>
<td>1</td>
</tr>
<tr>
<td>67</td>
<td>Agsitab Farmers Development Cooperative, Dumarao, Cagayan de Oro</td>
<td>1</td>
</tr>
<tr>
<td>68</td>
<td>Dolores Sugarcane Farmers Association, Dolores,Ormoc City</td>
<td>1</td>
</tr>
<tr>
<td>69</td>
<td>Site Sito Sinio Sugarcane Farmers Association, Medellin, Cebu</td>
<td>1</td>
</tr>
<tr>
<td>70</td>
<td>Site Los Sugarcane Farmers Association, Medellin, Cebu</td>
<td>1</td>
</tr>
<tr>
<td>71</td>
<td>Magahanuag Mag-uri ng Maminuto Para sa Repormang Agraryo (NAMMPRA), Medellin, Cebu</td>
<td>1</td>
</tr>
</tbody>
</table>

**Mindanao**

<table>
<thead>
<tr>
<th>No.</th>
<th>Bidder's Company Name</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>73</td>
<td>Bukidnon Mill District-Bukidnon</td>
<td>3</td>
</tr>
<tr>
<td>74</td>
<td>Davao Mill District-Davao</td>
<td>2</td>
</tr>
<tr>
<td>75</td>
<td>Cotabato Mill District-North Cotabato</td>
<td>2</td>
</tr>
<tr>
<td>76</td>
<td>Lumitano Multi Purpose Cooperative, Quezon, Bukidnon</td>
<td>1</td>
</tr>
<tr>
<td>77</td>
<td>Himdangon Multi Purpose Cooperative, Valencia City, Bukidnon</td>
<td>1</td>
</tr>
<tr>
<td>78</td>
<td>Bukidnon Integrated Farmers Comprehensive Agrarian Reform Beneficiaries, Don Carlos, Bukidnon</td>
<td>1</td>
</tr>
<tr>
<td>79</td>
<td>Pambangsa Magasaka, Mananaron, Mag-uri, Magbubal ng Pilipinas, Don Carlos, Bukidnon</td>
<td>1</td>
</tr>
<tr>
<td>80</td>
<td>Tribal Org. of San Jose, Maramag, Bukidnon</td>
<td>1</td>
</tr>
<tr>
<td>81</td>
<td>OCay Actual Farmers Livelihood Assn., Maramag, Bukidnon</td>
<td>1</td>
</tr>
<tr>
<td>82</td>
<td>San Isidro Malagag Block Farm, Malalag, Davao del Sur</td>
<td>1</td>
</tr>
<tr>
<td>83</td>
<td>Planters of Langogan Peoples Organization for Peace and Development, Carmen, North Cotabato</td>
<td>1</td>
</tr>
</tbody>
</table>

**Total**

111

---

**Conforme:**

---

**Bidder's Company Name**

---

**Name & Signature of Authorized Representative**

---

**Designation**

---

**Date**

---

---
### Actual Field Performance Test for Tractors

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Length</th>
<th>Topography</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plowing using Three (3) Bottom Meldboard Plow. Depth of cut minimum of 12&quot; (1ft)</td>
<td>100 meters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harrowing Using Drag Harrow at least 2- Gangs</td>
<td>100 meters</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Conforme:

<table>
<thead>
<tr>
<th>Bidder’s Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Signature of Authorized Representative</td>
</tr>
<tr>
<td>Designation</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

Prepared by:

atty. Ignacio S. Santillana

ORC- Manager III, RD & E- Visayas
Block Farm Focal Person - National
**LIST OF PARTS INVENTORY VALUED AT NO LESS THAN ONE MILLION PESOS**

For Tractor-Driven Sugarcane Whole-stalk Harvester

<table>
<thead>
<tr>
<th>Part Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gauges/Adjusters</td>
<td>1</td>
</tr>
<tr>
<td>Bell joints</td>
<td>2</td>
</tr>
<tr>
<td>Bolts and nuts</td>
<td>3</td>
</tr>
<tr>
<td>Knife sections</td>
<td>4</td>
</tr>
<tr>
<td>Bushings</td>
<td>5</td>
</tr>
<tr>
<td>Bearings</td>
<td>6</td>
</tr>
<tr>
<td>Rivets</td>
<td>7</td>
</tr>
<tr>
<td>Knife assembly</td>
<td>8</td>
</tr>
<tr>
<td>Other parts for the harvester assembly</td>
<td>9</td>
</tr>
</tbody>
</table>

**Conformes:**

- **Bidder’s Company Name**
- **Name & Signature of Authorized Representative**
- **Designation**
- **Date**

Prepared by:

**ATTY. IGNACIO S. SANTILLANA**
SRA-PITC BAC Provisional Member

Website: [http://www.sra.gov.ph](http://www.sra.gov.ph), Email Address: sra@sra.gov.ph, Tel. No.: (632) 465-3376, (632) 465-7432, (032) 405-2125
Note: Reflectorized SRA Logo minimum of 4” diameter in two sides of the Tractor.
## TECHNICAL BID FORM

### Project Requirements

**Line No:**
1) Supply and Delivery of 69 Units Sugarcane Wheeled Grabber with excavator per Sugar Regulatory Administration (SRA) Terms of Reference dated 17 June 2019.

**Description**
Sugarcane Wheeled Grabber with excavator

<table>
<thead>
<tr>
<th>Line No</th>
<th>Project Requirements</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Supply and Delivery of 69 Units Sugarcane Wheeled Grabber with excavator per Sugar Regulatory Administration (SRA) Terms of Reference dated 17 June 2019.</td>
<td></td>
</tr>
</tbody>
</table>

**Line No:**
2) Bidder has no overdue deliveries or unperformed services intended for PITC and SRA.

**Line No:**
3) Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS subject of the bid.

---

### BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

**Name of Company** (in print)

**Signature of Company Authorized Representative**

**Name & Designation** (in print)

**Date**
PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

PHILIPPINE INTERNATIONAL TRADING CORPORATION

SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

Lot No. 2 – 69 Units Sugarcane Wheeled Grabber with excavator

TECHNICAL BID FORM

INSTRUCTION TO THE SUPPLIER: Indicate "COMPLY" (per line number) under Supplier’s Statement of Compliance if bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

<table>
<thead>
<tr>
<th>Line No:</th>
<th>Project Requirements</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4)</td>
<td>The brand must be in the Philippine market for the last Five (5) years.</td>
<td></td>
</tr>
<tr>
<td>5)</td>
<td>The supplier must have on the date of bidding an inventory of parts valued at least One Million Pesos</td>
<td></td>
</tr>
<tr>
<td>Line No:</td>
<td>ADDITIONAL REQUIREMENTS TO BE PROVIDED BY THE SUPPLIER IF DECLARED SINGLE/LOWEST CALCULATED BID (SCB/LCB)</td>
<td>Bidder’s Statement of Compliance</td>
</tr>
<tr>
<td>6)</td>
<td>Presentation of Representative/Prototype Sample</td>
<td></td>
</tr>
<tr>
<td></td>
<td>To present prototype sample within fifteen (15) calendar days from receipt of Notice to Present Sample for post-qualification/product demonstration purposes:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Prototype/Sample must be brand new unit to be used for product demonstration, which at the option of the Supplier may be part of the delivery.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• The prototype/sample to be presented during post-qualification must be identical to the unit being bid for. The sugarcane grabber with excavator shall be subject to functional testing as deemed appropriate by PITC/SRA.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The supplier must submit an inventory of parts valued at no less than Pesos: One Million during post-qualification.</td>
<td></td>
</tr>
</tbody>
</table>

BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date
**Annex V-B (page 3 of 6)**

**PHILIPPINE INTERNATIONAL TRADING CORPORATION**

**SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)**

**Bid Reference No. GPG-B1-2019-205**

Lot No. 2 – 69 Units Sugarcane Wheeled Grabber with excavator

## TECHNICAL BID FORM

INSTRUCTION TO THE SUPPLIER: Indicate “YES” or “NO” under Supplier’s Statement of Compliance if bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “YES OR NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>REQUIREMENTS IF AWARDED THE CONTRACT</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>7)</td>
<td><strong>Project Completion Period:</strong> Within one hundred twenty (120) calendar days upon receipt of Notice to Proceed (NTP)<strong>&lt;br&gt;<strong>Delivery Place/s:</strong>&lt;br&gt;Visayas: Sugar Regulatory Administration, Araneta St., Singcang, Bacolod City Negros Occidental (32 units)&lt;br&gt;Luzon: Sugar Regulatory Administration, Luzon Agricultural Research Center (LAREC), Floridablanca, Pampanga (37 units)</strong></td>
<td></td>
</tr>
<tr>
<td>8)</td>
<td><strong>Pre-Delivery Inspection and Acceptance</strong>&lt;br&gt;• Inspection and final acceptance of the items shall be conducted by SRA Personnel attested by at least two (2) PITC representatives at the delivery places.&lt;br&gt;• Items will be subjected to visual and functional inspection thru actual field testing will be conducted by SRA/PITC representatives.&lt;br&gt;• All expenses related to the conduct of Testing shall be for the account of the supplier including accommodations and transportation (as applicable).</td>
<td></td>
</tr>
</tbody>
</table>

**BIDDER’S UNDERTAKING**

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

______________________________
Name of Company (in print)

______________________________
Signature of Company Authorized Representative

______________________________
Name & Designation (in print)

______________________________
Date
### Requirements if Awarded the Contract

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Pre-Delivery Inspection and Acceptance (continuation)</th>
<th>Bidder's Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• After the successful functional test and issuance of Certificate of Inspection issued by SRA from the Delivery site/s, the items will be delivered by the supplier to the Deployment Site/s indicated in Annex V-B2.</td>
<td></td>
</tr>
</tbody>
</table>

#### Delivery Conditions:

- Deliveries must be done within the delivery period/completion period at designated delivery site/s.
- Deliveries are subject to inspection at designated deployment site/s consisting of at least two (2) PITC representatives and one (1) SRA representative.
- All delivery/ies must be done in the presence of PITC/SRA Representatives. Any incidental expenses incurred in all deliveries shall be for the account of the Supplier.
- The Supplier must inform PITC Account Officer at least seven (7) days prior to the delivery of goods in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of delivery.

---

### BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

---

Name of Company (in print)  

Signature of Company Authorized Representative

Name & Designation (in print)  

Date
## PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex V-B (page 5 of 6)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION**

**SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)**

**Bid Reference No. GPG-B1-2019-205**

Lot No. 2 – 69 Units Sugarcane Wheeled Grabber with excavator

### TECHNICAL BID FORM

**INSTRUCTION TO THE SUPPLIER:** Indicate “**COMPLY**” (per line number) under Supplier’s Statement of Compliance if bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “**YES OR NO**” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “**FAILED**”.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>REQUIREMENTS IF AWARDED THE CONTRACT</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
</table>

#### Delivery Conditions: (continuation)

- Other than the delivery schedule / quantities stated, NO partial deliveries are allowed. Only complete deliveries will be accepted.
- Deliveries made for “safekeeping” purposes are “NOT ALLOWED”.
- Supplier shall be responsible for providing adequate fuel for the Tractors at the delivery site.
- During delivery, the supplier shall be responsible in unloading the items from the container/truck to the designated delivery center. All delivery and assembly, handling and other related expenses shall be done by the supplier. In the absence of materials handling equipment at the site, the supplier shall provide the necessary equipment such as but not limited to forklifts, hand pallet truck etc.

**All expenses related to delivery, inspection and acceptance shall be for the account of the supplier.**

10) **Replacement of Defective Items**

a) The Supplier shall replace any newly delivered unit found to be defective.

### BIDDER’S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

______________________________

Name of Company (in print)

______________________________

Signature of Company Authorized Representative

______________________________

Name & Designation (in print)

______________________________

Date
**PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER**

**Annex V-B (page 6 of 6)**

**PHILIPPINE INTERNATIONAL TRADING CORPORATION**

**SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)**

Bid Reference No. GPG-B1-2019-205
Lot No. 2 – 69 Units Sugarcane Wheeled Grabber with excavator

**TECHNICAL BID FORM**

**INSTRUCTION TO THE BIDDER:** Indicate “COMPLY” (per line no.) under Bidder’s Statement of Compliance if bidder can meet the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “YES OR NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>REQUIREMENTS IF AWARDED THE CONTRACT</th>
<th>Bidder’s Statement of Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>10)</td>
<td>Replacement of Defective Items (continuation)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Replacement shall be made within fifteen (15) calendar days after receipt of Notice from SRA/PITC.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) All expenses shall be for the account of the Supplier.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) For defective units and all defective integral parts of the equipment, supplier shall only be allowed up to two (2) replacements. After which, project shall be cancelled and performance security shall be forfeited.</td>
<td></td>
</tr>
<tr>
<td>11)</td>
<td>Warranty</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Two (2) years warranty period from date of acceptance due to hidden defects, defective parts, use of sub-standard materials, bad workmanship, and the likes.</td>
<td></td>
</tr>
<tr>
<td>12)</td>
<td>Training</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supplier to conduct training on machine operation, maintenance and harvesting in Luzon, Visayas, and Mindanao for a minimum of three (3) days with a minimum of three (3) personnel per recipient.</td>
<td></td>
</tr>
<tr>
<td>13)</td>
<td>As one of documentary requirements for payment (as applicable), submit certified true copies of pertinent tax receipts and duties paid on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec. 5, 1990 / Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.</td>
<td></td>
</tr>
</tbody>
</table>

**BIDDER’S UNDERTAKING**

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.
I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.
Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

__________________________  ____________________________  ____________________________
Name of Company (in print)  Signature of Company Authorized Representative  Name & Designation (in print)

__________________________
Date
### TERMS OF REFERENCE
**As of June 17, 2019**

**Name of Project:** BLOCK FARM PROJECT, MISASAS

**Supply and Delivery of 66 units Brand New Sugarcane Wheeled-Grabber with Excavator for Sugar Regulatory Administration**

<table>
<thead>
<tr>
<th>Technical Specifications</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Brand New, self-propelled; wheel-type: four-wheel drive</td>
<td></td>
</tr>
<tr>
<td>2. Rated Engine Power: 50kW (67.051 hp)</td>
<td></td>
</tr>
<tr>
<td>3. Rated Engine Speed: 2,200-2,400 rpm</td>
<td></td>
</tr>
<tr>
<td>4. Hydraulic System Working Pressure: 19.6MPa (288.23 Ps)</td>
<td></td>
</tr>
<tr>
<td>5. Maximum travel speed: 35 kph</td>
<td></td>
</tr>
<tr>
<td>6. Fuel consumption: 4 liter</td>
<td></td>
</tr>
<tr>
<td>7. Fuel tank capacity: 130 litre</td>
<td></td>
</tr>
<tr>
<td>8. Hydraulic Tank Capacity: 110 kg</td>
<td></td>
</tr>
<tr>
<td>9. Approximate weight: 6,000 kg</td>
<td></td>
</tr>
<tr>
<td>10. Grade climbing ability: 60% / 30 degree</td>
<td></td>
</tr>
<tr>
<td>11. Grab radiation angle: 360 degrees</td>
<td></td>
</tr>
<tr>
<td>12. Grab turning speed: 15-30 rpm</td>
<td></td>
</tr>
<tr>
<td>13. Full swinging time: 5.5 seconds</td>
<td></td>
</tr>
<tr>
<td>14. Boom length: 3,475 mm</td>
<td></td>
</tr>
<tr>
<td>15. Arm length: 1,860 mm</td>
<td></td>
</tr>
<tr>
<td>16. Maximum radius of capture: 6,030 mm</td>
<td></td>
</tr>
<tr>
<td>17. Grab maximum opening: 1,100-1,500 mm</td>
<td></td>
</tr>
</tbody>
</table>

**Other Requirements:**
1. The Brand must be in the Philippine market for the last Five (5) years.

**Requirements During Bid Opening:**
1. The machine must have AMTEC Certificate and Test Result provided by AMTEC to be submitted together with the bidding documents.
2. Technical Data Sheets/Brochures/Manuals must be signed and stamped with a dry seal by a registered Professional Agricultural and Ecotextiles Engineer.
3. Certificate of Distributorship shall be submitted by the bidder together with the bid documents.

**Requirements During Post-Qualification:**
Presentation of Prototype/Sample:
To present prototype/sample within fifteen (15) calendar days from receipt of Notice to Present Sample for post qualification/product demonstration purposes.

Prototype/sample must be Brand new unit to be used for product demonstration, which at the option of the Supplier may be part of the delivery.

The prototype/sample to be presented during post-qualification must be identical to the unit being bid for. The Sugarcane Wheeled-Grabber with Excavator shall be subject to functional testing and inspection as deemed appropriate by FITC/SRA.

The supplier must submit an inventory of parts valued at least One Million Pesos during post-qualification.

**Conforme:**

---

**Bidder’s Company Name**

**Name & Signature of Authorized Representative**

**Designation**

**Date**

---

*Website: [http://www.sugr.org](http://www.sugr.org)*

---

*Annex V-B1*

*Page 1 of 2*
Section V. Bidding Forms

Supply and Delivery of 111 Units Brand New Tractor-Driven Wholestalk Sugarcane Harvester and 69 Units Brand New Sugarcane Wheeled Grabber with Excavator for the Sugar Regulatory Administration (SRA)
## Annex V-B2

### (Page 1 of 2)

<table>
<thead>
<tr>
<th>Target Deployment Sites of the Sugarcane Grabbers/Loaders</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deployment Sites</strong></td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td>SRA</td>
</tr>
<tr>
<td>1 SRA-IAREC, Pampanga</td>
</tr>
<tr>
<td>2 SRA-IGAREC, Negros Occidental</td>
</tr>
<tr>
<td>Larena</td>
</tr>
<tr>
<td>3 Casarumo Mill District - Cagayan</td>
</tr>
<tr>
<td>4 Balayan Mill District - Batangas</td>
</tr>
<tr>
<td>5 Dom Pedro Mill District - Batangas</td>
</tr>
<tr>
<td>6 Pampanga Mill District - Pampanga</td>
</tr>
<tr>
<td>7 Tarlac Mill District - Tarlac</td>
</tr>
<tr>
<td>8 Pesumil Mill District - Camarines Sur</td>
</tr>
<tr>
<td>9 Nabobtuan Farmers Multi Purpose Cooperative, Solana, Cagayan</td>
</tr>
<tr>
<td>10 San Jacinto Planters Association, Victoria, Tarlac</td>
</tr>
<tr>
<td>11 Batang Balang Sugar Planters Association, Victoria, Tarlac</td>
</tr>
<tr>
<td>12 Abua Balang Sugar Planters Association, Abua, Tarlac</td>
</tr>
<tr>
<td>13 Abua Farmers Association, Guagua, Pampanga</td>
</tr>
<tr>
<td>14 Barangay Malaruhut Sugarcane Planters Assn, Lim, Batangas</td>
</tr>
<tr>
<td>15 Barangay Matayvarak Sugarcane Planters Assn, Tuy, Batangas</td>
</tr>
<tr>
<td>16 Batangas Association of Toong Planters, Toong Tuy, Batangas</td>
</tr>
<tr>
<td>17 Kabalakal sa Kabuhayan ng mga Magasaka ng Tubo, Nasugbu, Batangas</td>
</tr>
<tr>
<td>18 Samahan ng Magutubo sa Poc Poc Ilaya, Balayan, Batangas</td>
</tr>
<tr>
<td>19 Tunggay Cooperative, Balayan, Batangas</td>
</tr>
<tr>
<td>20 Balan Cooperative, Balayan, Batangas</td>
</tr>
<tr>
<td>21 Isarong Block Farm, Sib. Nipa, Camarines Sur</td>
</tr>
<tr>
<td><strong>Wisayas</strong></td>
</tr>
<tr>
<td>12 HPPO-Siay Mill District - Negros Occidental</td>
</tr>
<tr>
<td>13 Becodod - Murcia/ First Farmers Mill District - Negros Occidental</td>
</tr>
<tr>
<td>14 Binalagan-Bisok Mill District - Negros Occidental</td>
</tr>
<tr>
<td>15 SORCO-Daoangcon Mill District - Negros Occidental</td>
</tr>
<tr>
<td>16 Saguy-Dinao Mill District - Negros Occidental</td>
</tr>
<tr>
<td>27 La Carlota Mill District - Negros Occidental</td>
</tr>
<tr>
<td>28 Lopez Mill District - Negros Occidental</td>
</tr>
<tr>
<td>29 Victoria Mill District - Negros Occidental</td>
</tr>
<tr>
<td>30 San Carlos Mill District - Negros Occidental</td>
</tr>
<tr>
<td>31 Mo-ao Mill District - Negros Occidental</td>
</tr>
<tr>
<td>32 Olong Mill District - Negros Oriental</td>
</tr>
<tr>
<td>33 Basil-Usumco Mill District - Negros Occidental</td>
</tr>
<tr>
<td>34 Capiz Mill District - Capiz</td>
</tr>
<tr>
<td>35 Iloilo Mill District - Iloio</td>
</tr>
<tr>
<td>36 Bogo-Medellin Mill District - Cebu</td>
</tr>
<tr>
<td>37 Ocmoc-Kamanga Mill District - Leyte</td>
</tr>
<tr>
<td>38 Had. Baguio Workers Carper Beneficiaries Association, Hingaran, Negros Occidental</td>
</tr>
<tr>
<td>39 Asosayon sang Mangumugong sang Nelan, La Castellana, Negros Occidental</td>
</tr>
<tr>
<td>40 Sta. Rosa small Farmers Association, Murcia, Negros Occidental</td>
</tr>
<tr>
<td>41 Brgy. Magagayar Farmers Association, Cidbil City, Negros Occidental</td>
</tr>
<tr>
<td>42 Pasto Agrarian Reform Cooperative, Taboso, Negros Occidental</td>
</tr>
<tr>
<td>43 Malangog Mandaos Dolle Farmers Association, Calatrava, Negros Occidental</td>
</tr>
<tr>
<td>44 Taguig Agrarian Reform Cooperative, Kabasa, Negros Occidental</td>
</tr>
<tr>
<td>45 Brgy. Tawi Agrarian Reform Beneficiaries Association, Iloig Negros Occidental</td>
</tr>
<tr>
<td>46 Utwag Maganga sa Samac, Mabiniy, Negros Oriental</td>
</tr>
</tbody>
</table>

### Conforme:

<table>
<thead>
<tr>
<th>Bidder’s Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Signature of Authorized Representative</td>
</tr>
<tr>
<td>Designation</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Bidder's Company Name</td>
</tr>
<tr>
<td>-----------------------</td>
</tr>
<tr>
<td>Candugpy Datag Farmers Association, Silat, Negros Oriental</td>
</tr>
<tr>
<td>Dallcanan Farmers Association, Pasil City, Iloilo</td>
</tr>
<tr>
<td>Aseran Farmers Development Cooperative, Dumaran, Capiz</td>
</tr>
<tr>
<td>Delores Sugarcane Farmers Association,Ormoc City</td>
</tr>
<tr>
<td>Sito Loz: Sugarcane Farmers Association, Medellin, Cebu</td>
</tr>
<tr>
<td>Mindanao</td>
</tr>
<tr>
<td>Bukidnon Mill District-Bukidnon</td>
</tr>
<tr>
<td>Cotabato Mill District-North Cotabato</td>
</tr>
<tr>
<td>Lumintao Multi Purpose Cooperative, Quezon, Bukidnon</td>
</tr>
<tr>
<td>Mindanao Multi Purpose Cooperative, Valencia City, Bukidnon</td>
</tr>
<tr>
<td>Bukidnon Integrated Farmers Comprehensive Agrarian Reform Beneficiaries, Don Carlos, Bukidnon</td>
</tr>
<tr>
<td>Pambaran Sugasa, Maranan, Mag-iwa, Magbabalu ng Pilipinas, Don Carlos, Bukidnon</td>
</tr>
<tr>
<td>Tribal Org. of San Jose, Maramag, Bukidnon</td>
</tr>
<tr>
<td>Ocsa Actual Farmers Livelihood Assn., Maramag, Bukidnon</td>
</tr>
<tr>
<td>San Isidro Malalag Block Farm, Malalag, Davao del Sur</td>
</tr>
<tr>
<td>Planters of Lumangan Peoples Organization for Peace and Development, Carmen, North Cotabato</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

Noted:

ATTY. IGNAZIO S. SANTILLANA
BAC Provisional Member - SRA/PTC
Legal Officer: D/OIC - Office of the Manager III, RO&E Department
Sugar Regulatory Administration

Conforme:

Bidder’s Company Name

Name & Signature of Authorized Representative

Designation

Date
**LIST OF PARTS INVENTORY VALUED AT NO LESS THAN ONE MILLION PESOS**

For Sugarcane Wheeled-Grabber with Excavator

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bearings</td>
</tr>
<tr>
<td>2</td>
<td>Filters (Fuel/Oil)</td>
</tr>
<tr>
<td>3</td>
<td>Axles</td>
</tr>
<tr>
<td>4</td>
<td>Clutch Assembly and Parts</td>
</tr>
<tr>
<td>5</td>
<td>Oil Seals</td>
</tr>
<tr>
<td>6</td>
<td>Hydraulic Pumps and Hoses</td>
</tr>
<tr>
<td>7</td>
<td>Other parts for the grabber</td>
</tr>
</tbody>
</table>

Prepared by:

ATTY. IGNACIO S. SANTILLANA
SRA-PITC BAC Provisional Member

---

**Conforme:**

Bidder’s Company Name

Name & Signature of Authorized Representative

Designation

Date
Annex VI

(MANUFACTURER’S LETTERHEAD)

SUPPLY AND DELIVERY 111 UNITS TRACTOR-DRIVEN WHOLESTALK SUGAR CANE HARVESTER AND 69 UNITS SUGAR CANE WHEELED GRABBER AND EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

<table>
<thead>
<tr>
<th>Pls. Check the item being bid</th>
<th>Lot No.</th>
<th>Description</th>
<th>Total Price (Php) (VAT Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Tractor-driven Wholestalk Harvester</td>
<td>161,087,461.29</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>Sugarcane Wheeled Grabber with excavator</td>
<td>160,216,717.98</td>
</tr>
</tbody>
</table>

Certification as a Manufacturer

I/We _______ (Name) _______ (Title or Capacity) _______ the duly authorized representative/s of _______ (Name of Company / Bidder) _______ hereby certify that I/We are a legitimate and licensed manufacturer of ________________________, with manufacturing facility located at ________________________________.

This Certification shall form part of the Technical Requirements for the aforesaid procurement project.

Issued this ______ day of ________ 2019 in __________, Philippines

<table>
<thead>
<tr>
<th>Name of Company (Manufacturer/ Principal/ Bidder)</th>
<th>Full Name of Manufacturer’s Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Signature of Manufacturer’s Authorized Representative</td>
</tr>
<tr>
<td>Tel. No./Fax</td>
<td>E-mail Address</td>
</tr>
</tbody>
</table>
Annex VII

(BIDDER’S CLIENT’S COMPANY LETTERHEAD)

CERTIFICATE OF PERFORMANCE EVALUATION
(With a rating of at least Very Satisfactory)

[To be issued by the Bidder’s Client for the Single Largest Completed Contract]

This is to certify that _______ (NAME OF BIDDER) _______ has supplied our company/agency with _______ (Name of Product/s) _______. Based on our evaluation on timely delivery, compliance to specifications and performance, warranty and after sales service, we give _______ (NAME OF BIDDER) _______ a rating of:

☐ EXCELLENT
☐ VERY SATISFACTORY
☐ SATISFACTORY
☐ POOR

This Certification shall form part of the Technical Documentary Requirements in line with _______ (Name of Bidder) _______ participation in the bidding for the SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA).

Issued this _______ day of __________ 2019 in __________, Philippines

Name of Company (Bidder’s Client) ___________________________ Full Name of Authorized Representative ___________________________
Address ______________________________________________________ Signature of Authorized Representative ___________________________
Tel. No./Fax ___________________________ E-mail Address ____________________________________________
Annex VIII (Page 1 of 4)

(Bidder’s Company Letterhead)

SUPPLY AND DELIVERY 111 UNITS TRACTOR-DRIVEN WHOLESTALK SUGARCANE HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER AND EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

Omnibus Sworn Statement

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

AFFIDAVIT
I/We, __________________________, of legal age, with residence at __________________________, after having been duly sworn to in accordance with law and in compliance with the bidding requirements as contained in the Instructions to Bidders / Bid Data Sheet for the bidding of the Supply and Delivery of 111 Units Tractor-driven Wholestalk Harvester and 69 Units Sugarcane Wheeled Grabber with Excavator for the Sugar Regulatory Administration per Bid Ref No. GPG-B1-2019-205 do hereby certify under oath as follows:

(a) AUTHORITY OF THE DESIGNATED REPRESENTATIVE
(Please check appropriate box and fill up blanks)

☐ Sole Proprietor

That I am the sole proprietor of <company name/name of supplier> with business address at __________________________; Telephone No. __________________________, with Fax No. __________________________ and e-mail address __________________________, and as such, I have the full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding.

Name: __________________________
Title: __________________________
Specimen Signature: __________________________

- OR -

That I am the duly authorized representative of the owner/sole proprietor of <company name/name of supplier> with business address at __________________________; Telephone No. __________________________, with Fax No. __________________________ and e-mail address __________________________ as shown in the attached Special Power of Attorney, and granted full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding.

Name: __________________________
Title: __________________________
Specimen Signature: __________________________

Note: Please attach a Special Power of Attorney, if not the Sole Proprietor/Owner.
Annex VIII (Page 2 of 4)

☐ Corporation, Partnership, Cooperative

That I/we am/are the duly authorized representative/s of <company name>, located at __________________________, with Telephone No. __________________; Fax No. ____________________ and e-mail address. ____________________, as shown in the attached Secretary’s Certificate issued by the corporation or the members of the joint venture, and granted full power and authority to execute and perform any and all acts necessary and/or to represent our company in the abovementioned bidding, including signing all bidding documents and other related documents such as the contracts:

1) Name: __________________________ 2) Name: __________________________
Title: ____________________________ Title: ____________________________
Specimen Signature: __________________ Specimen Signature: __________________

Note: Please attach duly executed Secretary’s Certificate.

(b) NON-INCLUSION IN THE BLACKLIST NOR UNDER SUSPENSION STATUS BY ANY AGENCY OR GOVERNMENT INSTRUMENTALITY

That the firm I/We represent 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 been recognized by the Government Procurement Policy Board;

(c) AUTHENTICITY OF SUBMITTED DOCUMENTS

That each of the documents submitted by our company 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.

(d) AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS

The undersigned duly authorized representative of the Applicant, for and in behalf of the Applicant, hereby submits this Letter of Authorization in relation with Application to apply for Eligibility and to Bid for the subject contract to be bid.

In connection thereat, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairman, PITC Bids & Awards Committee I or her duly authorized representative/s any information necessary to verify the correctness and authenticity of any item stated in the said documents and statements or regarding our competence and general reputation.

I/We hereby give consent and give authority to the Chairman of PITC Bids and Awards Committee I or her duly authorized representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein; and that I/we hereby hold myself liable, criminally or civilly, for any misrepresentation or false statements made therein which shall be ground for outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future biddings of Philippine International Trading Corporation.
(e) DISCLOSURE OF RELATIONS

That for and in behalf of the Bidder, I/We hereby declare that the sole proprietor or proprietress/ all officers and members of the partnership or cooperative/ all officers, directors, and controlling stockholders of the corporation/ all partners and members of the Joint Venture are not related by consanguinity or affinity up to the third civil degree with the Head of the Procuring Entity, members of the Board of Directors, the President, Officers or Employees having direct access to information that may substantially affect the result of the bidding such as, but not limited to, the members of the PITC BAC, the members of the TWG of PITC, the PITC BAC Secretariat, the head of the end-user unit, and the project consultants. It is fully understood that the existence of the aforesaid relation by consanguinity or affinity of the Bidder with the aforementioned Officers of the Corporation shall automatically disqualify the Bid.

(f) COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS

That our company diligently abides and complies with existing labor laws and standards.

(g) BIDDER’S RESPONSIBILITIES

1. That I/we have taken steps to carefully examine all of the bidding documents;
2. That I/we acknowledge all conditions, local or otherwise affecting the implementation of the contract;
3. That I/we made an estimate of the facilities available and needed for the contract to be bid, if any;
4. That I/we will inquire or secure Supplemental /Bid Bulletins issued for this project;
5. That the submission of all bidding requirements shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
6. That I have complied with our responsibility as provided for in the bidding documents and all Supplemental /Bid Bulletins;
7. That failure to observe any of the above responsibilities shall be at my own risk and
8. That I agree to be bound by the terms and conditions stated in the Conditions of the Contract for this project.

(h) DID NOT PAY ANY FORM OF CONSIDERATION

That our company 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.
IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ____________, 2019 at ________________, Philippines.

Bidder’s Representative/Authorized Signatory
Signature over Printed Name

SUBSCRIBED AND SWORN TO BEFORE ME this _______day of ________, 2019 at ________________, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules on Notarial Practice) issued ______________________ at ____________________, Philippines.

Doc. No. ______
Page No. ______
Book No. ______
Series of ______
PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER

Annex IX-A

PHILIPPINE INTERNATIONAL TRADING CORPORATION

SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOELSTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

Lot No. 1- 111 Units Tractor-driven Wholesstalk Harvester

Financial Bid Form
(PRICES MUST BE INCLUSIVE OF VAT)

<table>
<thead>
<tr>
<th>Description</th>
<th>ABC (P)</th>
<th>Financial Bid (P)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>One (1) Lot consisting 111 Tractor-driven Wholesstalk Harvester</td>
<td>1,451,238.39</td>
<td>161,087,461.29</td>
</tr>
</tbody>
</table>

TOTAL BID PRICE (Amount in Words):

Notes:
- The Total ABC of this project is inclusive of ALL REQUIREMENTS for the Project.
- The financial bid is inclusive of all taxes, duties, transportation costs, delivery charges and all costs relative to the supply, delivery, testing and commissioning requirements for this project.
- The bidder shall assume all risks until the goods have been delivered at the site and accepted by SRA /PITC.

BIDDER’S UNDERTAKING

I/We, the undersigned bidder having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)
### Annex IX-B

**SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)**

**Lot No. 2 – 69 Units Sugarcane Wheeled Grabber with Excavator**

#### Financial Bid Form

(Prices must be inclusive of VAT)

<table>
<thead>
<tr>
<th>Description</th>
<th>ABC (P)</th>
<th>Financial Bid (P)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>One (1) Lot consisting 69 units Sugarcane Wheeled Grabber with excavator</td>
<td>2,321,981.42</td>
<td>160,216,717.98</td>
</tr>
</tbody>
</table>

**TOTAL BID PRICE (Amount in Words):**

**Notes:**
- The Total ABC of this project is inclusive of ALL REQUIREMENTS for the Project
- The financial bid is inclusive of all taxes, duties, transportation costs, delivery charges and all costs relative to the supply, delivery, testing and commissioning requirements for this project.
- The bidder shall assume all risks until the goods have been delivered at the site and accepted by SRA / PITC.

**BIDDER’S UNDERTAKING**

I/We, the undersigned bidder having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

___________________________
Name of Company (in print)

___________________________
Signature of Company Authorized Representative

___________________________
Name & Designation (in print)
Section VII.
Post Qualification Documents
UNDERTAKING TO PURSUE COUNTERTRADE

SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

Pursuant to E.O. 120 s. 1993 relative to the adoption of COUNTERTRADE in foreign procurements or importations of the government valued at US$1 Million and above (or its equivalent in Philippine or other convertible currency), and as part of the bid requirements for the above project, the undersigned supplier hereby commits that should it be awarded Contract(s) by the Philippine International Trading Corporation (“PITC”), the aggregate value of which amounts to at least US$1 Million and above (or its equivalent in Pesos) over a period of one (1) year from date of award for the 1st project with PITC, it shall, directly or through a nominated third party, undertake countertrade/offset arrangements equivalent to at least fifty percent (50%) of the total aggregate value of the Contract(s) awarded, such as, but not limited to:

Offsets (investments, technology transfer arrangements, training and skills upgrade and related activities) that will benefit the Sugar Regulatory Administration (SRA) as may be agreed upon by the PITC and the Supplier.

The undersigned hereby further commits to sign a Countertrade Agreement with the PITC outlining the terms and conditions of this countertrade program within ninety (90) days from signing of the pertinent project contract(s)/purchase orders.

This Undertaking shall form part of the Post Qualification Requirement for the aforesaid procurement project.

Issued this _____ day of _______ 20____ in __________________, Philippines.

Name of Company (Supplier) ______________________ Full Name of Authorized Representative ______________________

Address ______________________ Signature of Authorized Representative ______________________

Tel. No./Fax ______________________ E-mail Address ______________________
Annex X-B

SUPPLY AND DELIVERY OF 111 UNITS TRACTOR-DRIVEN WHOLESTALK HARVESTER AND 69 UNITS SUGARCANE WHEELED GRABBER WITH EXCAVATOR FOR THE SUGAR REGULATORY ADMINISTRATION (SRA)

Bid Reference No. GPG-B1-2019-205

COMPANY PROFILE

COMPANY NAME: ______________________________

ADDRESS:

HEAD OFFICE: ______________________________
BRANCH: ______________________________

TELEPHONE NUMBER/S:

HEAD OFFICE: ______________________________
BRANCH: ______________________________

FAX NUMBER/S:

HEAD OFFICE: ______________________________
BRANCH: ______________________________

E-mail Address/es: ______________________________

NUMBER OF YEARS IN BUSINESS: ______________________________

NUMBER OF EMPLOYEES: ______________________________

LIST OF MAJOR STOCKHOLDERS: ______________________________

LIST OF BOARD OF DIRECTORS: ______________________________

LIST OF KEY PERSONNEL (NAME & DESIGNATION WITH SIGNATURE) AS AUTHORIZED CONTACT PERSONS FOR THIS PROJECT [at least THREE (3)]

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Section VII. Post Qualification Documents

Supply and Delivery of 111 Units Brand New Tractor-Driven Wholestalk Sugarcane Harvester and 69 Units Brand New Sugarcane Wheeled Grabber with Excavator for the Sugar Regulatory Administration (SRA)
Section VIII.
Reference Documents
Special Bank Guarantee or Irrevocable Standby Letter of Credit  
(For Retention Money, As Applicable)

To : __________________________

Date : __________________________

WHEREAS, ____________________________ (hereinafter called "the Contractor/Supplier") has undertaken, in pursuance of ____________________________ dated ____________________________ to execute supply of ____________________________ at ____________________________.

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor/Supplier shall furnish you with a Special Bank Guarantee / Irrevocable Standby Letter of Credit (as applicable) by an authorized bank for the sum specified therein as security for compliance with their obligations in accordance to with the contract, including a warranty that the GOODS supplied are free from patent and latent defects and performance of corrective work for any manufacturing defects will be undertaken as required and that all the conditions imposed under the contract shall been fully met;

AND WHEREAS, we have agreed to give the Contractor/Supplier such a Special Bank Guarantee/ Irrevocable Letter of Credit (as applicable);

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of PhP ____________ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon you first written demand and without cavil or argument, any sum or sums within the limits of PhP ____________ as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby further affirm that this bank guarantee/standby letter of credit (as applicable) is irrevocable and intended to answer for the performance of corrective work for any manufacturing defects, to warrant that the goods supplied are free from patent and latent defects and to warrant that all conditions imposed under the contract have been fully met by the Contractor/Supplier.

We hereby waive the necessity of your demanding the said debt from the Contractor/Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under of or any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until ____________________________ or a minimum of one (1) year, whichever comes later.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK
__________________________

ADDRESS
__________________________
Form of Performance Security (Bank Guarantee)

To : PHILIPPINE INTERNATIONAL TRADING CORPORATION
National Development Company (NDC) Building
116 Tordesillas Street, Salcedo Village, 1227 Makati City

WHEREAS, [insert name and address of Supplier] (hereinafter called the “Supplier”) has undertaken, in pursuance of Contract No. [insert number] dated [insert date] to execute [insert name of contract and brief description] (hereinafter called the “Contract”);

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [insert amount of guarantee] as proportion of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand without any cavil or argument, any sum or sums within the limits of [insert amount of guarantee] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR ________________________________

NAME OF BANK ______________________________________________________

ADDRESS ____________________________________________________________

_____________________________________________________________________

DATE ___________________________________________________________________

_____________________________________________________________________

1 An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.
Section IX.
Checklist of Requirements
**PITC BIDS AND AWARDS COMMITTEE I**

**CHECKLIST OF REQUIREMENTS FOR BIDDERS**

<table>
<thead>
<tr>
<th>Name of Company:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project:</strong></td>
<td>Supply and Delivery of 111 Units Brand New Tractor-Driven Wholestalk Sugarcane Harvester and 69 Units Brand New Sugarcane Wheeled Grabber with Excavator for the Sugar Regulatory Administration (SRA)</td>
</tr>
<tr>
<td><strong>Bid Ref. No.</strong></td>
<td>Bid Reference No. GPG-B1-2019-205</td>
</tr>
<tr>
<td><strong>Ref. No.</strong></td>
<td>Particulars</td>
</tr>
</tbody>
</table>

**ENVELOPE 1: ELIGIBILITY AND TECHNICAL DOCUMENTS**

### 12.1 (a) ELIGIBILITY DOCUMENTS

#### CLASS "A" DOCUMENTS

| (i) | Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives. |
| (ii) | Valid and Current Business/Mayor’s 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; In cases of recently expired Mayor’s / Business Permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal with the period prescribed by the concerned local government units, provided that the renewed permit shall be submitted as a post-qualification requirement. |
| (iii) | Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018; |
| (iv) | Copy of each of the following Audited Financial Statements for 2018 and 2017 (in comparative format or separate reports):  
(a) Independent Auditor’s Report;  
(b) Balance Sheet (Statement of Financial Position); and  
(c) Income Statement (Statement of Comprehensive Income)  
Each of the above statements must have stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions; |
| (v) | OR Submission of valid and current PHILGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A in lieu of (Items (i), (ii), (iii) and (iv)) Eligibility Documents.  
Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PHILGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents together with the Platinum Registration.  
Statement of the prospective bidder’s all ongoing government and private |
contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid. *(Annex I)*;

| (vi) | Statement of Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty percent (50%) of the total ABC of the lot being bid *(Annex I-A)*:
|      | **“Similar”** contract shall refer to large farm machineries.
|      | Any of the following documents must be submitted/attached corresponding to the listed completed largest contracts per Annex I-A:
|      | Any of the following documents must be submitted/attached corresponding to the listed completed largest contracts per Annex I-A:
|      | (a) Copy of End User’s Acceptance; or
|      | (b) Copy of Official Receipt/s; or
|      | (c) Copy of Collection Receipt with Sales Invoice

| (vii) | Duly signed Net Financial Contracting Capacity (NFCC) per *Annex II*, in accordance with ITB Clause 5.5 OR Committed Line of Credit per *Annex II-A*.
|       | a) Should the bidder opts to submit NFCC, computation must be equal to the ABC of the project. The detailed computation using the required formula must be shown as provided for in Annex II.
|       | **NFCC** = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.
|       | Notes:
|       | 1. The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
|       | 2. The value of all outstanding or uncompleted contracts refers to those listed in Annex I.
|       | 3. The detailed computation must be shown using the required formula provided above.
|       | 4. The NFCC computation must at least be equal to the ABC of the project.
|       | **OR**
|       | b) Should the bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by a Local Universal or Local Commercial Bank. *(See sample Bank Form per *Annex II-A*)."

### Class “B” Document: (For Joint Venture)

*The participating entities entering a Joint Venture Agreement (JVA) are to be treated as a single entity and shall be jointly and severally responsible or liable for the obligations and liabilities incurred by any partner to the JV pertinent to the project requirements.*

*Hence, any Blacklisting Order and/or overdue deliveries intended for end-user or PITC shall apply to the JVA as the JV is deemed as one bidder.*

a) **For Joint Ventures, Bidder to submit either:**

| (i) | Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or
(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture signed by 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. **(Annex III)**

In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i) of the 2016 Revised IRR of RA 9184]

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture **(Annex III)** must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.

<table>
<thead>
<tr>
<th>b) Each JV Partner must submit the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Local JV Partner</strong></td>
</tr>
<tr>
<td>(i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;</td>
</tr>
</tbody>
</table>
| (ii) Valid and Current Business/ Mayor’s 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;  
  In cases of recently expired Mayor’s/Business Permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal with the period prescribed by the concerned local government units, provided that the renewed permit shall be submitted as a post-qualification requirement. |
| (iii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018; |
| (iv) Copy of each of the following Audited Financial Statements for 2018 and 2017 (in comparative form or separate reports):  
  a) Independent Auditor’s Report;  
  b) Balance Sheet (Statement of Financial Position); and  
  a) Income Statement (Statement of Comprehensive Income)  
  Each of the above statements **must have stamped “received”** by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions. |
| **Foreign JV Partner** |
| (i) Valid and current certificate/license/authority to conduct/operate business issued by the regulatory authority in the country where the bidder is based; |
| (ii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018; |
| **OR** |
Submission of valid and current PHILGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A in lieu of the eligibility documents.

**Note:** Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents.

In case the JV Partners opt to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. “GPPB Circular 07-2017 dated 31 July 2017”

The following Eligibility – Technical and Eligibility – Financial Documents may be submitted by only ONE of the parties to the JV:

1. Statement of all on-going government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid (Annex I);

2. Statement of Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty percent (50%) of the total ABC of the lot being bid (Annex I-A):

   “Similar” contract shall refer to contracts pertaining to large machineries.

   Any of the following documents must be submitted/attached corresponding to the listed completed largest contracts per Annex I-A:
   a) Copy of End User’s Acceptance; or
   b) Copy of Official Receipt/s; or
   c) Copy of Collection Receipt with Sales Invoice (for local JV Partner)

3. Duly signed Certificate of Net Financial Contracting Capacity (NFCC) per Annex II, in accordance with ITB Clause 5.5 OR Committed Line of Credit per Annex II-A.
   a) Should the bidder opt to submit NFCC, computation must be equal to the ABC of the project. The detailed computation using the required formula must be shown as provided for in Annex II.

   
   \[
   \text{NFCC} = ([\text{Current assets minus current liabilities} \times (15)]) - \text{Value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.}
   \]

   **Notes:**

   1. The values of the bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
   2. The value of all outstanding or uncompleted contracts refers to those listed in Annex I.
   3. The detailed computation must be shown using the required
4. The NFCC computation must at least be equal to the ABC of the project.

**OR**

b) Should the bidder opt to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by a Local Universal or Local Commercial Bank. (See sample Bank Form per Annex II-A).

The determination as to (i) whose Audited Financial Statement should be used / submitted; and (ii) who submits the Statement of All-Ongoing Contracts – lies with the Partners Contracting the Joint Venture since the audited Financial Statements and the Ongoing Contracts of that JV partners should be the basis for the Computation of the NFCC.

### b) TECHNICAL DOCUMENTS

Bid security must be issued in favor of the PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC) in any of the following forms:

1. Bid Securing Declaration per Annex IV;
2. Cash or Cashier’s/ Manager’s Check equivalent to at least 2% of the ABC of the lot being bid for;
3. Bank Guarantee/ Bank draft or Irrevocable LC equivalent to at least 2% of the ABC of the lot being bid for; **OR**
4. Surety bond callable upon demand equivalent to at least 5% of the ABC of the lot being bid for.

Duly signed, conformed and completed Technical Bid Form and other Technical Documents.

<table>
<thead>
<tr>
<th>Lot no. 1 - One (1) Lot consisting of 111 Units Tractor-driven Wholestalk Harvester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annex V-A</td>
</tr>
<tr>
<td>Annex V-A1</td>
</tr>
<tr>
<td>Annex V-A2</td>
</tr>
<tr>
<td>Annex V-A3</td>
</tr>
<tr>
<td>Annex V-A4</td>
</tr>
<tr>
<td>Annex V-A5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lot No. 2 - One (1) Lot consisting of 69 Units Sugarcane Wheeled Grabber with excavator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annex V-B</td>
</tr>
<tr>
<td>Annex V-B1</td>
</tr>
<tr>
<td>Annex V-B2</td>
</tr>
<tr>
<td>Annex V-B3</td>
</tr>
</tbody>
</table>

(iii) [Copy of valid and current ISO Certification](#) in the name of the manufacturer of the item being offered issued by an independent certifying agency. The ISO Certification must cover the manufacture/design or production of the item being bid for.
<table>
<thead>
<tr>
<th>Section IX. Checklist of Requirements</th>
<th>Page 116 of 117</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply and Delivery of 111 Units Brand New Tractor-Driven Wholestalk Sugarcane Harvester and 69 Units Brand New Sugarcane Wheeled Grabber with Excavator for the Sugar Regulatory Administration (SRA)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Note:</th>
<th>If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(iv)</td>
<td><strong>Product brochure and/or Technical Data Sheets</strong> for the brand and model number of item being bid for showing compliance to the technical specifications. It must be signed and sealed by a registered Professional Agricultural and Biosystems Engineer.</td>
</tr>
</tbody>
</table>
| (v)   | For **MANUFACTURERS:** Certification that the Bidder is a Manufacturer (Annex V-C)  
For **FIRST TIER DISTRIBUTORS:** Valid Appointment of the bidder as First Tier Distributor issued by the manufacturer of the item; |
| (vi)  | Valid and current **AMTEC Test Results AND Certificates** (based on SRA Technical Specifications) for the item being bid for. |
| (vii) | **For Lot 1 – Tractor-driven Wholestalk Harvester**  
**For Tractor - 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. |
| (viii)| **For Lot no. 1 – Tractor-driven Wholestalk Harvester**  
For the Tractor - list of company owned and operated service center for after sales services within Luzon, Visayas and Mindanao, with at least five (5) years of experience in servicing such brand being offered (with available spare parts, indicating address, telephone & fax numbers, email address and contact person).  
**For the whole stalk harvester** – list of accredited Service Centers in Luzon, Visayas and Mindanao (with available spare parts, indicating address, telephone & fax numbers, email address and contact person).  
**For Lot no. 2 – Sugarcane Wheeled Grabber with excavator**  
List of accredited service centers in Luzon, Visayas and Mindanao (with available spare parts, indicating address, telephone & fax numbers, email address and contact person). |
| (ix)  | **Certificate of Performance Evaluation (Annex VII)** showing a rating of at least Very Satisfactory, issued by the Bidder’s client for the Single Largest Completed Contract of Similar Nature within the last five (5) years (Annex I-A); |
| (x)   | **Proof of Authority of the bidder’s authorized representative/s:**  
(a) FOR **SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):** Duly notarized Special Power of Attorney  
(b) FOR **CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:** Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s.  
IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representative/s. |
| (xi)  | Omnibus Sworn Statements using the form prescribed. **(Annex VIII)**  
(a) Authority of the designated representative  
(b) Non-inclusion in blacklist or under suspension status  
(c) Authenticity of Submitted Documents  
(d) Authority to validate Submitted Documents |
| (e) Disclosure of Relations |  
| (f) Compliance with existing labor laws and standards |  
| (g) Bidders Responsibilities |  
| (h) Did not pay any form of consideration |  

**ENVELOPE 2: FINANCIAL DOCUMENTS**

13.1 Completed and signed Financial Bid Forms. Bidder must use, accomplish and submit Financial Bid Form *(For Lot No. 1 Annex IX-A / For Lot No. 2 Annex IX-B)*.

The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.

**Note:** In case of inconsistency between the Checklist of Requirements for Bidders and the provisions in the Instruction to Bidders/Bid Data Sheet, the Instruction to Bidders/Bid Data Sheet shall prevail.