



**INVITATION FOR
NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS**

Supply and Delivery of (1 unit) Multi-Function Tiller Cultivator (2FB-24-54)

- The Visayas State University-Main Campus intends to apply the sum of amount for each item to be bid out for the Supply and Delivery of (1 unit) Multi-Function Tiller Cultivator (2FB-24-39-R), being the ABC to payments under the contract for each item, to wit:

Item #	Description	Total ABC
1	(1 unit) Multi-Function Tiller Cultivator (10HP)	250,000.00
	<i>Technical Specification Agricultural Machinery and Equipment & Multi-Function Tiller/Cultivator, Gross Weight: approx. 165 kg. Engine Dimension: approx. 1650 mm L X 670 mm W X 870 mm H; 5 Step Handle Height Level Adjustment Stainless Steel Blade Cover; Air cooled gasoline engine.;</i>	

- The VSU Bids and Award Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
- The Procurement procedure for this requirement is Negotiated Procurement for Two-Failed Biddings pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.

- The interested bidders may obtain further information from the BAC Secretariat at the address given below from **14-20 November 2024, Monday to Friday, at 8:00 AM to 5:00 PM.**
- Proposals shall be submitted in two (2) copies (one original and one copy) to the BAC which must be duly received by the BAC Secretariat through manual submission or electronic submission at the office address or email address indicated below on or before **9:00 AM of 20 November 2024.** Late submission shall not be accepted.
- For manual submission, interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Procurement for Two-Failed Biddings”, with the title of the procurement project, name of the bidder, address, and the contact details of the bidder, addressed to the BAC.

For bidders who opt electronic submission, the following documents shall be scanned



and saved per file and shall be properly labeled for prompt identification. These scanned documents shall be saved in two-password protected compressed envelope named as “Technical Component” and “Financial Component”. The files shall then be enclosed in their proper envelope as grouped and listed below and shall be emailed to the email address indicated below (item 10).

(1st Envelope) TECHNICAL COMPONENT ENVELOPE	
<i>Legal Documents</i>	
1	PhilGEPS Certificate of Registration (Platinum)
<i>Technical Documents</i>	
2	Statement of All On-Going Government & Private Contracts
3	Statement of Bidder's Single Largest Completed Contract (at least 50% of the ABC or Php 125,000.00)
	Or
	Statement of at least two (2) similar completed contracts w/ total amount of at least Php 125,000.00 and the largest of which should be at least PhP 67,500.00
4	Bid Security
5	Technical Specifications (Annex “B”)
6	SCHEDULE of Requirements (Annex “A”)
7	Manpower Requirements
8	After Sales service/parts from acceptance of delivered goods (at least 1 year for equipment and 3 months for supplies)
9	Original Duly Signed Omnibus Sworn Statement
<i>Financial Documents</i>	
10	The Supplier’s Audited Financial Statements
11	Net Financial Contracting Capacity (at least Php 250,000.00)
(2nd Envelope) FINANCIAL COMPONENT ENVELOPE	
12	Original of duly signed and accomplished Financial Bid Form
13	Original of duly signed and accomplished Price Schedule(s)

7. For bidders who opt to submit their bids electronically, a hardcopy (original) of the bid must be sent to the BAC through preferred couriers. A proof (e.g. courier receipt/waybill, etc.) that a hardcopy of the bid is on transit must be presented upon submission of the electronic bid.
8. The Special Conditions of the Contract (Annex “C”) shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
9. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accordance with Section 41 of the 2016 revised Implementing Rules and Regulations.
10. For further information, please refer to:

Mr. Leopoldo S. Escala, Jr. (BAC Secretariat)
Procurement Office,



VISAYAS
STATE UNIVERSITY

VSU-Main, Visca, Baybay City, Leyte
Mobile: 053 565 0600 local 1093 or 0963 962 9709
Email: leopoldo.escala@vsu.edu.ph

Issued this 11th day of November 2024.

Sgd.
RYSAN C. GUINOCOR
Chairperson, Bids and Awards Committee III



Schedule of Requirements

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

Item #	Description	Delivered, Weeks/Months
1	(1 unit) Multi-Function Tiller Cultivator (10HP)	
	<i>Technical Specification</i> <i>Agricultural Machinery and Equipment &</i> <i>Multi-Function Tiller/Cultivator,</i> <i>Gross Weight: approx. 165 kg.</i> <i>Engine Dimension: approx. 1650 mm L X 670 mm W X 870 mm H;</i> <i>5 Step Handle Height Level Adjustment Stainless Steel Blade Cover;</i> <i>Air cooled gasoline engine.;</i>	All Items Should Be Delivered to VSU Main Campus, Visca, Baybay City, Leyte within 30 calendar days from receipt of Purchase Order (PO)

I hereby verify to comply with all the above requirements.

Signature of printed name of the authorized representative

Company name

Date



Technical Specifications

Item #	Description	Statement of Compliance
1	(1 unit) Multi-Function Tiller Cultivator (10HP)	[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data, pictures etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
	<p><i>Technical Specification Agricultural Machinery and Equipment & Multi-Function Tiller/Cultivator, Gross Weight: approx. 165 kg. Engine Dimension: approx. 1650 mm L X 670 mm W X 870 mm H; 5 Step Handle Height Level Adjustment Stainless Steel Blade Cover; Air cooled gasoline engine.;</i></p>	

I hereby verify to comply with all the above requirements.

Signature of printed name of the authorized representative

Company name

Date



Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery term applicable to this Contract is delivered <i>VSU Main Campus, Visca, Baybay City, Leyte</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p style="text-align: center;"><u>Ms. Vivian V. Balbarino</u> <i>Head, Supply and Property Office</i> <i>VSU-Main, Visca, Baybay City, Leyte</i> <i>Contact #: 053 565 0600 local 1082/ 09175518871</i> sppmo@vsu.edu.ph</p> <ul style="list-style-type: none"> • <i>Additional Instruction: The Supplier should notify the Head of Supply and Property Office at least 1 week before the scheduled delivery.</i> <p>Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance r supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.



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

Spare Parts –

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 3 years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within 1 month of placing the order.

Packaging –

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

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

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

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions



	<p>Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Payment of staggered deliveries shall be allowed. Payment shall be on “as per cost of the items delivered” subject to inspection and acceptance.
4	The inspections and tests that will be conducted will be specified by the appropriate technical team of VSU to confirm conformity to the contract specifications at no extra cost to VSU.