

COCONUT INDUSTRY INVESTMENT FUND OIL MILLS GROUP BIDS AND AWARDS COMMITTEE

Invitation to Bid No.: **GMC 2022-001A**Date: **20 January 2022**

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INVITATION TO BID

1. The GRANEXPORT MANUFACTURING CORPORATION hereby invites all interested parties to participate in the public bidding of its unserviceable properties on an "As-is Where-Is and Clean-up" basis as indicated below:

Quantity	Unserviceable Property/ies	Floor Price
One (1) lot	CARGO SHIP VESSEL- MV ILIGAN MERCHANT	Php 11,106,000.00

General Particulars:

MV "ILIGAN MERCHANT"						
Official Number	10-0000076	Gross Tonnage	980.91			
Call Sign	DUMA- 8	Net Tonnage	629.45			
Type of Ship	Cargo Ship	Length (meter)	63.09			
Homeport	Cagayan De Oro City	Breadth (meter)	10.40			
Date Built	November 1959	Depth (meter)	4.80			

- 3. A complete set of Bidding Documents will be available to interested Bidders from January 21, 2022 (except on Saturdays, Sundays, and Holidays), from 9:00 A.M. to 4:00 P.M upon payment of a non- refundable bid fee amounting to TWENTY-FIVE THOUSAND PESOS (PHP25,000) in a form of cash or cashier's or manager's check issued by a reputable domestic universal bank and made payable to "GRANEXPORT MANUFACTURING CORPORATION".
- 4. No bid shall be allowed lower than the said floor price. The item is open for inspection during business hours from January 21, 2022 up to February 2, 2022 subject to prior written notice.
- 5. To clarify and/or explain any of the requirements, terms and conditions stipulated in the bid documents, Granexport will hold the Pre-Bid Conference on <u>January 28, 2022, 10:00AM</u> at Rizal Conference Room, 16th Floor, UCPB Building, Makati Avenue, Makati City and/or through video conferencing or webcasting via Zoom Application (Meeting ID: 833 1969 3845; Passcode: 992152) which shall be open to prospective bidders.
- Sealed bids addressed to Ms. Angelita G. Rapada, Head of BAC Secretariat, shall be submitted not later than
 12:00NN of February 3, 2022
 at 16th Floor UCPB Building, Makati Avenue, Makati City. The sealed envelope must contain the Bid Tender and Bid Bond.

ALL BIDS MUST BE SUBMITTED WITH THE FOLLOWING:

- a. Bid bond in the form of Cash or Manager's Check amounting to not less than ten percent (10%) of the bid offer in the form of cash or manager's check payable to the "GRANEXPORT MANUFACTURING CORPORATION", and/or combination thereof.
- b. Duly signed Instruction to Bidders and Terms & Conditions of Sale; and
- c. Bidder's Inspection Certificate.
- 7. Winning bidder shall, within three (3) months from receipt of the Release Order, withdraw the goods/property from Granexport's premises.
- 8. Bid opening is scheduled on **February 3, 2022, Thursday, at 1:00 P.M.** and shall be done through a hybrid set-up, i.e., bidders may wish to participate through video conferencing via Zoom Application (Meeting ID: **825 8266 7257**) or be physically present at CIIF-OMG, Rizal Conference Room 16th Floor UCPB Building, Makati Avenue, Makati City. Late bids shall not be accepted.
- 9. Granexport reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
- 10. For further information, interested parties may contact Ms. Angelita G. Rapada, Secretariat for Bids and Awards Committee at (632) 8891-1925.

Instruction to Bidders and Terms & Conditions of Sale

For the **SALE OF MV ILIGAN MERCHANT**

Located at Granexport Manufacturing Corporation – Iligan Plant, CAIP, Brgy. Kiwalan, Iligan City

3 February 2022 / 1:00 PM Rizal Conference Room 16th Floor, UCPB Building Makati Avenue, Makati City

INSTRUCTION TO BIDDERS AND TERMS & CONDITIONS OF SALE

1. INTRODUCTION

1.1 Pursuant to Coconut Industry Investment Fund Oil Mills Group's (CIIF-OMG) Policy on Disposal of Non- Performing Assets and Commission on Audit (COA) Circular No. 89-296, CIIF-OMG is inviting all prospective bidders in the sale of the unserviceable properties to be disposed of by CIIF-OMG's constituent Company, Granexport Manufacturing Corporation (GRANEXPORT).

2. COST OF BID

2.1 The Interested Bidders shall bear all costs in the preparation and delivery of their bids and GRANEXPORT shall in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.

3. BID DOCUMENTS

- 3.1 Complete set of Bid Documents shall include:
 - 3.1.1 The Invitation to Bid (ITB) which includes the date, time and place of the submission and opening of bids.
 - 3.1.2 Instruction to Bidders (IB), which includes the Terms and Conditions of Sale.
 - 3.1.3 The Price Quotation Form, which includes the bid offers.
 - 3.1.4 The Bid Security in the prescribed form.
 - 3.1.5 Amendment and/or Addendum on the original bid documents, if any.
 - 3.1.6 Special Instructions, if any.

4. TIME AND PLACE FOR RECEIPT OF THE BIDS

4.1 Sealed bids addressed to Ms. Angelita G. Rapada, Head of BAC Secretariat, shall be submitted not later than **12:00NN of 3 February 2022** at the Rizal Conference Room, 16th Floor UCPB Building, Makati Avenue, Makati City. The sealed envelope must contain the Bid Tender and Bid Bond.

Submission of bids after the designated time and date shall no longer be accepted.

5. ELIGIBILITY CRITERIA

Any person, partnership or corporation complying with the prescribed rules and regulations may participate in the sale by public bidding.

6. BIDS TO CONSIDERED

- Only bids from parties and their authorized representatives who have been duly issued the Bid Documents in accordance with Section 5 hereof shall be opened. Bids from parties who have not been issued the Bid Documents will be rejected outright.
- No bids shall be accepted from parties who are disqualified from participating in public bidding or in any kind of contract with the Government of the Republic of the Philippines.

- Parties/companies with pending cases and outstanding obligations with CIIF OMG/GRANEXPORT shall be excluded from the bidding.
- 6.4 Bids submitted without a Bid Security, or bids submitted with materially defective or otherwise unaccepted Bid Security will be rejected outright and returned to the bidder.

7. SUBJECT OF BID

7.1 Bids shall be for the sale of the following property as specified below:

Quantity	Unserviceable Property/ies	Floor Price
One (1) lot	CARGO SHIP VESSEL- MV ILIGAN MERCHANT	Php 11,106,000.00

- 7.2 The above properties shall be sold on an "AS IS, WHERE IS and CLEAN- UP" basis.
- 7.3 General particulars:

MV "ILIGAN MERCHANT"						
Official Number	10-0000076	Gross Tonnage	980.91			
Call Sign	DUMA- 8	Net Tonnage	629.45			
Type of Ship	Cargo Ship	Length (meter)	63.09			
Homeport	Cagayan De Oro City	Breadth (meter)	10.40			
Date Built	November 1959	Depth (meter)	4.80			

8. BIDDING INFORMATION

8.1 No government official and employee shall directly or indirectly give, nor shall any prospective or intending bidders be entitled to, any information regarding the bidding or on the prospective bidders, other than what is contained in the Bid Documents, or disclosed in the official announcement of bid results.

9. PREPARATION OF BIDS

- 9.1 Each bidder shall prepare his bid in the prescribed Price Quotation Form including data in support thereof in duplicate copies marked as "Original" and "Second Copy". In case of discrepancy among the copies, the original shall govern.
- 9.2 The bids shall be contained in two envelopes:
 - A. First (1st) Envelope:
 - i) Duly signed Instruction to Bidders and Terms & Conditions of Sale
 - ii) Bidder's Inspection Certificate
 - B. Second (2nd) Envelope:
 - i) Corresponding Bid Security
 - ii) Bidder's proposal in the prescribed Price Quotation Form
- 9.3 Each envelope should be securely sealed, marked, and addressed to as follows:

THE CHAIRMAN

Bids and Awards Committee Granexport Manufacturing Corporation 16th Floor, UCPB Building Makati Avenue, Makati City

10. BID CURRENCY

10.1 In all bids, prices shall be expressed in written words and figures in Philippine Currency. In case of discrepancies between prices in words and in figures, the prices in words shall be considered as the bid price.

11. VALIDITY OF THE PROPOSAL

- 11.1 A bid will be deemed valid for a period of sixty (60) days as stated in the Price Quotation Form. A Bid with a shorter validity shall not be considered.
- 11.2 GRANEXPORT may, after the expiration of the validity period of a bid, solicit the bidder's consent for an extension of said validity. The response shall be made in writing or fax or e-mail.

12. ADDENDA TO SPECIFICATIONS

- 12.1 GRANEXPORT shall reserve the right to amend, revise or modify the Bid Documents prior to the date of opening of bids. Such amendments, revisions, modifications, or clarifications, if any, will be made through addendum/addenda, and copies will be furnished to all prospective bidders.
- 12.2 In consideration of its best interest, GRANEXPORT may postpone the opening of bids to a later date. In any such case, the addendum/bid bulletin to be issued will include an announcement of the new date for opening of bids.
- 12.3 Bidders are required to acknowledge receipt of all addenda to the Bid Documents in the space provided on the Letter of Transmittal or by e- mail prior to the opening of bids.
- 12.4 Failure to acknowledge all addenda may cause the bid to be considered as not responsive to the Invitation to Bid, which could result in the rejection of the Bid.

13. BIDDER'S EXCEPTIONS

- 13.1 It is the desire of GRANEXPORT to eliminate or minimize as much as possible post bidding discussions of bidder's clarifications, deviations, or exceptions. Thus, any bidder who desires to make any clarifications, deviations, or exceptions on some provisions of the Bid Documents should not be later than the scheduled Pre- Bid Conference, communicate such clarifications, deviations, or exceptions in writing to GRANEXPORT, giving the reasons, therefore.
- 13.2 If the clarifications, deviations, or exceptions are acceptable to GRANEXPORT, an Amendment/Addendum will be issued for the general information of all prospective bidders. It shall be the responsibility of all those who have properly secured the Bid Documents to inquire and secure the said addendum that may be issued by GRANEXPORT.

14. BID SECURITY

- 14.1 Each bidder shall submit with his bid a Bid Security in the amount of not less than ten percent (10%) of the bid offer in the form of cash or manager's check payable to the "GRANEXPORT MANUFACTURING CORPORATION", and/or combination thereof.
- 14.2 A bid submitted without the required Bid Security or with a Bid Security in an amount less than the required amount shall be rejected and will be returned to the bidder.
- 14.3 Upon determination of the highest calculated responsive bidder, the BAC shall return

- outright the bid security of the other bidders without interest.
- 14.4 The Bid Security of the winning bidder shall be subjected for forfeiture if the winning bidder fails or refuses to secure, sign or acknowledge the Letter of Award/Contract, within seven (7) calendar days after receipt of written advice.
- 14.5 The Bid Security of the winning bidder shall be converted into a Performance Bond and shall only be refunded after all the awarded items have been completely withdrawn and all provisions of the Letter of Award/Release Order/Contract have been met by the awardee.

15. SUBMISSION AND OPENING OF BIDS

- 15.1 Bidders or their authorized representatives shall deliver by hand their bid at the date, time and place as set out in Section 4. After the time set for bid opening, the BAC Chairman will open and read the bids at the presence of the bidders or their authorized representatives.
- 15.2 Bid offers received after the time set in the Invitation to Bid shall not be accepted.

16. DEFECTIVE BIDS

- 16.1 At the time opening of bids, a bid shall be considered defective in any of the following cases:
 - a) Not in the prescribed form (e.g. unsigned bids);
 - b) Not accompanied or guaranteed by a bid security;
 - c) With insufficient bid security;
 - d) Not accompanied by a duly accomplished Bidder's Inspection Certificate;
 - e) With a validity period less than that required

17. WITHDRAWAL OF BIDS

- 17.1 A bidder may be allowed to withdraw his Bid before the time set for the submission of bids. His bid shall be returned unopened.
- 17.2 After the time for submission of bids has passed, no bidder shall be allowed to withdraw his offer.

18. RESERVATION CLAUSE

18.1 GRANEXPORT reserves the right to reject any or all bids and to waive any formality found therein and to accept such bids as maybe considered most advantageous to its interest, without any obligation on the part of GRANEXPORT to explain the reasons thereof.

19. ACCEPTANCE OF THE BID

- 19.1 The bidder whose bid is the highest, responsive, or complying bid on each of the individual items/lots and which is most advantageous to the GRANEXPORT shall be declared the Successful Bidder for that particular item/lot.
- 19.2 The Successful Bidder/Bidders must signify its consent to enter into the Award/Contract within five (5) days receipt of the written notice from GRANEXPORT.

20. FAILURE OF BIDDING

- 20.1 BAC shall declare the bidding a failure in any of the following cases:
 - a) There is no bidding participant;
 - b) All bidders failed to comply with the terms and conditions prescribed in the ITB;
 - c) Complying bidders failed to meet the minimum floor price.

21. AWARD OF CONTRACT

- 21.1 Award shall be made to the highest complying bidder.
- 21.2 Contract/Letter of Award shall be issued to the successful bidder after approval of the concerned approving authority of GRANEXPORT.
- 21.3 No transfer and/or assignment of award/contract shall be allowed.
- 21.4 The award shall be cancelled, rendered ineffective and the Bid Security forfeited in favor of GRANEXPORT if the winning bidder fails or refuses to secure, sign or acknowledge the Letter of Award/Contract, within seven (7) days after receipt of written advice.

22. PAYMENT

- The full amount covering the awarded items shall be paid in full by the awardee in the form of cash or manager's check payable to GRANEXPORT MANUFACTURING CORPORATION, and/or combination thereof, within seven (7) days upon receipt/acknowledgement of the Letter of Award/Contract.
- 22.2 No other form of payment shall be accepted.
- 22.3 In case of failure of full payment within the prescribed period, the awardee shall be penalized through cancellation of the award and forfeiture of the bond in favor of GRANEXPORT.

23. RELEASE/WITHDRAWAL OF AWARDED ITEMS

- After payment of the awarded items, the awardee shall withdraw the properties and equipment within the required period as stipulated in the Release Order. Otherwise, the awardee shall pay the Authority the corresponding storage fee equivalent to one-tenth of one percent (1%) of the price of the unwithdrawn items or Php12,000.00 per day of delay, whichever is higher but not to exceed the percent (10%) of the total amount of the Award.
- Once the cumulative amount of storage fee reaches ten percent (10%) of the total amount of the Award, BAC may rescind/cancel the Award, forfeit the Bid Security, and impose other appropriate sanctions as penalty.
- 23.3 The actual release/withdrawal of awarded items shall only be made during regular office hours and shall be witnessed by the Property Custodian, representatives of BAC, Commission on Audit (COA) and the Chief Security Officer who shall affix their signatures of the "Release Order" (RO).
- 23.4 Selective withdrawal is not allowed. The awardee shall withdraw all the items within the awarded lot.

24. TAXES, CUSTOMS DUTIES, COSTS OR CHARGES

- 24.1 The awardee shall pay, in addition to the purchases price, any taxes, customs duties, costs or charges of any kind or nature whatsoever levied, or to be levied by law, arising from the sale of the items.
- 24.2 All expenses incidental to the withdrawal of the items shall be borne by the awardee.

25. ACCEPTANCE OF BID TERMS AND WAIVER OF RIGHTS TO ENJOIN PROTEST

25.1 The bidder after having been issued the Bid Documents, has deemed accepted the terms

and specifications established by GRANEXPORT and therefore waive any right it may have to seek and obtain a writ of injunction or prohibition or restraining order against GRANEXPORT, to prevent or restrain the bidding process or any proceedings related thereto, the negotiation or award of the contract to the successful bidder and the implementation of the awarded contract.

CONFORME:		
Printed Name of Bidder/Business Name		
Printed Name & Signature of the Authorized Representative/I	Date Signed	
Complete Business Address		
(Tax Identification No.)		
Contact Nos. (Mobile and/or Landline)		
	Date	

PRICE QUOTATION FORM

THE CHAIRMAN

Bids and Awards Committee Granexport Manufacturing Corporation 16th Floor, UCPB Building, Makati Avenue, Makati City

Sir:

In response to your notice of sale and in accordance with the stipulations of the Instruction to Bidders and Terms & Conditions for the sale of MV Iligan Merchant as described in Section 7 thereof, to be bid at 1:00 PM on 3 February 2022 at Rizal Conference Room, 16th Floor, UCPB Building, Makati Avenue, Makati City hereunder is/are my bid offer(s):

Quantity	Unserviceable Property/ies	Minimum Bid	BID OFFER (in words and in figures)
One (1) lot	CARGO SHIP VESSEL- MV ILIGAN MERCHANT	Php 11,106,000.00	

I have actually seen and inspected the above items and my bid(s) is/are based on my own estimate. The above offer(s) shall be valid for sixty (60) days. Enclosed is the required Bid Security in the amount not less than ten percent (10%) of my bid offer.

Very truly yours,
Name of Bidder/Business Name
Complete Business Address
Name & Signature of the Authorized Representative
Tax Identification No.
Contact Nos. (Mobile and/or landline)

BIDS AND AWARDS COMMITTEE

Granexport Manufacturing Corporation 16th Floor, UCPB Building, Makati Avenue, Makati City

BIDDER'S INSPECTION CERTIFICATE

This is to certify that I have personally inspected the following items/unserviceable properties which are subject for public bidding to be conducted on 3 February 2022 at 1:00PM at Rizal Conference Room, 16th Floor, UCPB Building, Makati Avenue, Makati City, to wit:

Quantity	Unserviceable Property/ies	Floor Price
One (1) lot	CARGO SHIP VESSEL- MV ILIGAN MERCHANT	Php 11,106,000.00

Inspect						properties representativ		conducted
	·	•				•		
					(Signa	ture over Printed l	Name of l	Bidder)
			INSPE	CTION A	TTESTED	BY:		

(Signature over Printed Name)
Authorized End-user Representative

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NOTICE OF AWARD

e sale of MV ILIGAN MERCHANT owned varded to you as the Bidder with the highest Pesos.
e receipt of this Notice of Award, to formally mit the following documents, which will form
the prescribed period of seven (7) days or cause shall compel Committee to impose the of the bond in favor of GRANEXPORT.
RD by formally signing on the space provided Chairman of BAC within the specified period
PRME:
Name of Bidder/Business Name
Complete Business Address
Name & Signature of the Authorized Representative
Tax Identification No.

Contact Nos. (Mobile and/or landline)

RELEASE ORDER

Name of Bidder/Business Name
Complete Business Address
Dear Mr./Ms:
The full payment of the awarded items having been paid, Order hereby given to you to withdraw the unserviceable properties and equipment as described in attached "ANNEX A", until
Upon receipt of this Order, you are responsible for withdrawal of the awarded items as described in the attached "ANNEX A" and as set out in Section 23 of the Instructions to Bidders and Terms and Conditions for the sale of various scrap/junk items.
Please acknowledge receipt and acceptance of this Order by signing both copies in the space provided below.
Very truly yours,
ALEXANDER MARTOS President and CEO
I acknowledge receipt of this ORDER on
Signature over Printed Name of Bidder
WINTNESSED: