

PHILIPPINE BIDDING DOCUMENTS

PUBLIC BIDDING FOR THE PROCUREMENT OF Transport of Crude Coconut Oil from Legaspi Oil Arimbay Plant to SPMC Plant, San Pascual Batangas (LEG-2022-001)

Sixth Edition

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract.

For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



COCONUT INDUSTRY INVESTMENT FUND OIL MILLS GROUP
LEGASPI OIL COMPANY, INC.

Invitation to Bid No.: **LEG-2022-001**

Date of Posting: 11 October 2022

INVITATION TO BID

Transport of Crude Coconut Oil from Legaspi Oil Arimbay Plant to SPMC Plant, San Pascual Batangas

1. The Coconut Industry Investment Fund – Legaspi Oil Company, Inc. (LEGOIL), through the approved Corporate Budget for Year 2022 intends to apply the sum of **Seven Million Nine Hundred Fifty-Seven Thousand Nine Hundred Eight Pesos Only (Php 7,957,908.00) inclusive of VAT**, being the Approved Budget for the Contract (ABC) to payments under the contract for **Transport of Crude Coconut Oil from Legaspi Oil Arimbay Plant to SPMC Plant, San Pascual Batangas**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Coconut Industry Investment Fund – Legaspi Oil Company, Inc. (LEGOIL) now invites bids for the above Procurement Project. Delivery of the Goods as specified in the schedule of requirements. Bidders should have completed, within 5 years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instruction to Bidders)
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizen/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from Coconut Industry Investment Fund – Legaspi Oil Company, Inc. and inspect the Bidding Documents at the address given below during 9:00 A.M. to 4:00 P.M. *(except on Saturdays, Sundays and Holidays)*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on October 11, 2022 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of TEN THOUSAND PESOS (PHP 10,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. The LEGOIL will hold the Pre-Bid Conference on **October 19, 2022, 3:00 P.M.** at CIIF-OMG, Rizal Conference, 16th Floor, UCPB Building, Makati Avenue, Makati City and/or through video conferencing or webcasting via Zoom Application (**Meeting ID: 865 1659 7844; Passcode: 070096**) which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **October 31, 2022, 12:00 P.M.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **October 31, 2022, 2:00 P.M.** through a hybrid set-up, i.e., bidders may wish to participate through video conferencing via Zoom Application (**Meeting ID: 872 4654 4249**) or be physically present at CIIF-OMG, Rizal Conference Room 16th Floor UCPB Building, Makati Avenue, Makati City.
10. The LEGOIL reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Ms. Angelita G. Rapada
Head, BAC Secretariat
Coconut Industry Investment Fund – Legaspi Oil Company, Inc.
16th Floor UCPB Building Makati Avenue, Makati City
Telephone Number: (632) 8892-2927
Email Address: arapada@ciif.ph

Signed on October 10, 2022



Al Matthew P. Umali
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. **Scope of Bid**

The Procuring Entity, Coconut Industry Investment Fund – Legaspi Oil Company, Inc. wishes to receive Bids for the **Transport of Crude Coconut Oil from Legaspi Oil Arimbay Plant to SPMC Plant, San Pascual Batangas** with identification number **LEG-2022-001**.

The Procurement Project (referred to herein as “Project”) is composed of **Transport of Crude Coconut Oil from Legaspi Oil Arimbay Plant to SPMC Plant, San Pascual Batangas** for Legaspi Oil Company, Inc. the details of which are described in Section VII (Technical Specifications).

2. **Funding Information**

2.1 The GOP through the source of funding as indicated below for CY 2022 in the amount of **Seven Million Nine Hundred Fifty-Seven Thousand Nine Hundred Eight Pesos Only (Php 7,957,908.00) inclusive of VAT**

The source of funding is the Approved Corporate Operating Budget

3. **Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or IB by the BAC through the issuance of a supplemental or bid bulletin.

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

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

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

5. Eligible Bidders

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

5.2.

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.

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

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

For this purpose, contracts similar to the project shall be those described in the BDS, and completed within the relevant period stated in the ITB Clause 2

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1 The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the

Project.

The Procuring Entity has prescribed that:

- b. Subcontracting is not allowed.

7.2 [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3 [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.

7.4 Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **CIIF-OMG, Rizal Conference Room, 16th Floor UCPB Building, Makati Avenue, Makati City** and/or through **video conferencing** as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.

10.3 If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied

by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the BDS.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as

specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

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

14.2. The Bid and bid security shall be valid until 120days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

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

- 19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

20.1. *Not applicable*

- 20.2. 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 Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. For this purpose, Similar Contracts should only pertain to those related to shipping and delivery of Vegetable Oil or any similar commodity b. The bidder's SLCC similar to the contract to be bid should have been completed within five (5) years prior to the deadline for the submission and receipt of bids. (<i>Use attached Annex "A-1"</i>)
5.4	The Bidder should have completed a single contract that is similar to this project, equivalent to at least 50% of the ABC or in the amount of Php 3,978,954.00.
7.1	Sub-contracting is not allowed
12	No further Instructions
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <u>PHP 159,158.16</u> [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>PHP 397,895.40</u> [5% of ABC] if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) original, one (1) duplicate and one (1) PDF file in USB copies of the first (technical) and second (financial) components of its bid. Documents to be submitted shall be properly tabbed and labeled.</p> <p>"Do not open before 2:00 P.M. October 31, 2022"</p>
19.3	The Approved Budget for the Contract for the Transport of Crude Coconut Oil from Legaspi Oil Arimbay Plant to SPMC Plant, San Pascual Batangas is Seven Million Nine Hundred Fifty-Seven Thousand Nine Hundred Eight Pesos Only (Php 7,957,908.00) inclusive of VAT.
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.</p> <p>The bidder shall be required to submit the following eligibility documents during post-qualification:</p> <ol style="list-style-type: none"> (a) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; (b) Mayor's or Business permit issued by the city or municipality where the

	<p>principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and</p> <p>(c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</p> <p>(d) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;</p> <p>(e) List of Owned and List of Chartered/Leased Vessels supported by current and updated licenses/documents enumerated as follows:</p> <ol style="list-style-type: none"> 1. Certificate of Registration or Certificate of Vessel Registry; 2. Certificate of Ownership; 3. Coastwise License; 4. Certificate of Public Convenience; 5. Cargo Ship Safety Certificate or Certificate of Inspection and Seaworthiness; 6. Minimum Safe Manning Certificate; 7. Load Line Certificate / Vessel's Safe Capacities; 8. Ship Sanitation Control Exemption Certificate; 9. Ship Station License / National Telecommunication Commission (NTC) License to Operate SSB and VHF Radio. 10. Pictures of owned, managed, operated and chartered / leased vessels / barges which will be committed to serve the purpose of this bidding, with labels indicating the name of vessels, date built, deadweight capacity (DWT), draft, Registered Tonnage (RT), 11. For Leased Vessel – Copy of Lease Agreement (if applicable); 12. For Chartered Vessels (if applicable): <ol style="list-style-type: none"> 1. Bareboat / Time Charter Agreement, which states that the liability of the vessel owner does not diminish on any shortage / damage that may be incurred while the cargoes of LEGOIL are under the vessel's custody; and 2. Certification from the vessel's owner that the vessel is not mortgaged.
21.1	No further Instructions
21.2	No further instructions
21.3	The contract shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of the contract.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods,

including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>The Scope of Services are as follows:</p> <p>From Port of Legaspi Oil Plant to SPMC Plant at CAIP SEZ Barangay San Antonio, San Pascual Batangas</p> <ol style="list-style-type: none"> 1. Secure berthing space for the nominated vessels; 2. Provide vessels for shipping of Crude Coconut Oil from designated loading port at Legaspi Oil Plant to designated unloading port at CAIP SEZ Barangay San Antonio, San Pascual Batangas; 3. Provide port services such as but not limited to supervision of discharging operations, arrastre, stevedoring, wharfage, and other port-related services required in the vessel loading and discharging operations both at the loading and unloading ports. Expenses for the said services and other charges such as standby charges shall be for the account of the SERVICE PROVIDER. 4. Service Provider shall give prior notice of the estimated and actual time of the arrival of the vessel to the Port of Loading and Port of Unloading. Accordingly, the Service Provider is duty bound to notify the procuring entity's representative of the its actual location upon inquiry. 5. The SERVICE PROVIDER shall submit pertinent shipping documents (e.g. Bill of Lading, Packing List, etc.) to the Procuring Entity including a certified true copy of the original Clearances issued by appropriate government offices (e.g. Coastguard, MARINA, etc.) before docking and leaving the port. <p>OBLIGATIONS OF THE SERVICE PROVIDER</p> <p>A. VESSEL PROVISION / OPERATION</p> <ol style="list-style-type: none"> 1. The SERVICE PROVIDER shall provide the nominated vessels at the load port within the required date of vessel availability as stated in the Notice from LEGOIL. The vessels to be provided must be seaworthy, clean and dry, free from live insects, objectionable odors, droppings, contaminants, spillages and residues of previous cargo and must be in accordance with LEGOIL standards and shall conform to the operating requirements of LEGOIL, to carry out the provisions of the Contract.

	<p>2. The following documents must be available for inspection upon arrival to port of loading at LegOil Arimbay and port of unloading at Cocochem Agro Industrial Park Special Economic Zone (CAIP SEZ):</p> <ul style="list-style-type: none"> a. Certificate of Registration or Certificate of Vessel Registry; b. Certificate of Ownership; c. Coastwise License; d. Certificate of Public Convenience; e. Cargo Ship Safety Certificate or Certificate of Inspection and Seaworthiness; f. Minimum Safe Manning Certificate; g. Load Line Certificate / Vessel's Safe Capacities; h. Ship Sanitation Control Exemption Certificate; i. Ship Station License / National Telecommunication Commission (NTC) License to Operate SSB and VHF Radio; <p>3. The SERVICE PROVIDER shall provide its own vessel checker(s) to conduct cargo tally on board / shore during the loading of Crude Coconut Oil and the master or any officer of the vessel shall be required to submit a signed Loading Report visà-vis Bill of Lading to be acknowledged by the LEGOIL representative. The Master or any officer of the vessel shall sign all pertinent documents such as Bill of Lading and Statement of Facts. Otherwise, the SERVICE PROVIDER shall be deemed to have waived the right to raise any issue as to receipt, quantity and condition of the cargo.</p> <p>SPECIAL PROVISIONS</p> <ul style="list-style-type: none"> 1. Each nominated vessel shall be loaded a full cargo. However, a two percent (2%) short and/or over load shall be considered and deemed as full loading and no dead freight or additional freight shall be charged. 2. It is assumed that the accountability of the service provider starts from receipts of Crude Coconut Oil at loading port. It may opt to provide witnesses at LEGOIL's Port to account for the commodity to be loaded. 3. The SERVICE PROVIDER shall be liable to any damages / losses / shortages as to the weight in net kilograms declared in the Bill of Lading (BL) versus the actual weight received. 4. It is to be understood and mutually agreed that there shall be no employer-employee relationship between LEGOIL and the SERVICE PROVIDER's employees. Hence, LEGOIL shall not be liable for claims that may arise under the ECC, SSS, PhilHealth, Minimum 33 Wage Law, and other related laws. Likewise, LEGOIL shall not be held responsible for any claims of third persons arising from maritime
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	<p>collision and allision and/or negligence of SERVICE PROVIDER's employees or for any contraband goods found inside the SERVICE PROVIDER's vessels.</p> <p>5. In case of any litigation arising from this contract, the SERVICE PROVIDER agrees to pay corresponding liquidated damages and costs of suit. Liability of the SERVICE PROVIDER for Losses and Damages. The SERVICE PROVIDER shall be liable for any loss in kilograms including pilferage or damage to the cargoes under its custody, from source to final receiving end, except for loss or damage caused by force majeure or fortuitous events and upon proof that SERVICE PROVIDER has exercised extraordinary diligence to preserve and protect said cargo from damage or loss before, during and after the occurrence of force majeure / fortuitous events; provided further, that the liability fixed shall not exceed the value of the cargo.</p> <p>Losses in WEIGHT shall be determined by the difference between the weight as documented in Mates Cargo Receipt by the Warehouse Shipping Supervisor at LEGOIL Plant as reflected in th Bill of Lading (BL) and the weight as documented in shore tank gauging report by the Third Party Marine Surveyor acknowledged by SPMC representative at SPMC Plant;</p> <p>6. This Contract shall be valid and binding upon the Parties, their heirs, assigns, executors, and successors-in-interest. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Contract of Lease, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Any and all disputes arising from the implementation of this Contract of Lease shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". The parties may also resort to other alternative modes of dispute resolution.</p> <p>7. Losses and damages arising from any cause or negligence of the SERVICE PROVIDER shall be for the account of the SERVICE PROVIDER. This is without prejudice to the filing of whatever claims due to LEGOIL.</p> <p>8. The SERVICE PROVIDER shall settle his liability through deduction from claim, payment in cash or by restitution. Restitution shall be of the same quality of the cargo delivered and in such quantity that will be equivalent to the exact amount of the value of the computed replacement cost.</p> <p>9. Losses, damages, and accidents arising from any misconduct,</p>
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	<p>misdemeanor, reckless imprudence or any untoward incident caused by vessel crew shall be the responsibility and liability of the SERVICE PROVIDER. It is understood that the vessel crew of the SERVICE PROVIDER shall exercise proper conduct and discipline being an extension of the SERVICE PROVIDER. LEGOIL may demand from the SERVICE PROVIDER the banning / replacement of unruly vessel crew.</p> <p>10. The aforementioned provisions shall be without prejudice to other damages / expenses for which the SERVICE PROVIDER as one may be liable that LEGOIL have suffered / incurred as a result of the breach of obligations by the SERVICE PROVIDER under the terms and conditions of the Contract, as well as other sanctions provided for by existing laws, Presidential decrees, Executive Orders, Letter of Instructions and other applicable rules and regulations.</p> <p>11. In the event that the SERVICE PROVIDER's representative(s) are prevented by any LEGOIL employee from witnessing the sounding of Crude Coconut Oil at the point of loading to verify the correctness of the entries made by LEGOIL employee, the SERVICE PROVIDER's representative(s) shall sign the documents under protest and shall, within forty-eight (48) hours, notify the LEGOIL office concerned. Failure to notify LEGOIL Office concerned shall render the protest of the SERVICE PROVIDER's representative(s) without force and effect and thereafter, the entries made shall be conclusive upon the SERVICE PROVIDER.</p> <p>12. LEGOIL should not be held liable for the SERVICE PROVIDER's failure for whatever reason to transport LEGOIL CNO under the contract and LEGOIL shall be free from any liabilities and claims pertaining thereto.</p>
2	<p>Advance Payment of 15% of the total contract amount is allowed provided all the conditions under OP Memorandum Order Number 15 dated May 9, 2011 are complied with.</p>
2.2	<p>PAYMENT PROCEDURE</p> <p>The payments of the Chartered Vessel shall be made at the Head Office in Makati upon presentation of the duly accomplished voucher(s) supported by all pertinent documents issued by LEGOIL, covering the particular cargoes / goods / stocks under the following conditions:</p> <ol style="list-style-type: none"> 1. Payments shall be based on the load weight based on the Mates Receipt issued by the warehouse shipping supervisor inclusive of VAT at loading port at LEGOIL ARIMBAY.

	<p>2. LEGOIL shall pay the SERVICE PROVIDER based on the rate as indicated in the Notice of Award inclusive of VAT.</p> <p>3. The volume and amount of bid and award may not be the same volume to be paid and the amount will be dependent on the actual weight as documented on the Mates receipt by the Warehouse Shipping Supervisor of LegOil.</p> <p>4. All payments shall be made at the Head Office of LEGOIL, subject to the usual accounting and auditing rules and regulations. LEGOIL undertakes to pay the SERVICE PROVIDER the amount, inclusive of 12% VAT, and guarantees to pay on time for the actual services rendered upon submission of the Billing Statement which includes the breakdown of rendered services (submitted prior to claiming of payment) with the following supporting documents:</p> <ul style="list-style-type: none"> a. Mates Receipt from loading Port; b. Certification from the unloading port / destination as to the date / time the vessel completed the unloading of the cargo; c. Vessel Inspection Report; and d. Duly acknowledged copy of Bill of Lading (original copy);
4	<p>The inspection/s and test/s that will be conducted is/are:</p> <p style="text-align: center;">Vessel Inspection at the loading and unloading ports</p>
6	<p>When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid. (Please refer to 3.1 of IRR 2016 of RA 9184)</p>

Section VI. Schedule of Requirements

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 at San Pablo Manufacturing Corporation Plant located at Cocomchem Agro Industrial Park Special Economic Zone (CAIP SEZ) Barangay San Antonio, San Pascual Batangas.

Delivery Period: December 2022 to January 2023

Delivery Lead time: Within 2weeks from winning bidder's receipt of Notice to Deliver / Booking Advise

Item No.	DESCRIPTION	QUANTITY	SCHEDULE
1	Transport of Crude Coconut Oil from Legaspi Oil Arimbay Plant to SPMC Plant, San Pascual Batangas (more or less 2,800 MT) Maximum of two (2) trips	At least 1,400 MT per trip	Within 2weeks from winning bidder's receipt of Notice to Deliver / Booking Advise

The Contract to be awarded shall be subject to existing DBM Guidelines on Cash-Based Budgeting (NBC No.583 dated 4 January 2021) and other relevant regulations. In case that the amount of the performance bond falls below the limit set forth, the winning bidder shall ensure to replenish the difference or issue a new performance bond equivalent to the amount set forth.

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

Company Name

Name and Signature of Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

Item	Specification	Statement of Compliance
Vessel	<ol style="list-style-type: none"> 1. The Vessel Oil Tanker must be made of steel with at least 1,400 MT capacity for storing Crude Coconut Oil. 2. The vessel to be provided must be seaworthy and cargo worthy. 3. The Vessel Oil Tanker should be free from live insects, objectionable odors, droppings, spillages, or residues of the previously transported cargoes, water, and oil leakages. 4. Vessels must have the following: <ol style="list-style-type: none"> a. Certificate of Registration or Certificate of Vessel Registry; b. Certificate of Ownership; c. Coastwise License; d. Certificate of Public Convenience; e. Cargo Ship Safety Certificate or Certificate of Inspection and Seaworthiness; f. Minimum Safe Manning Certificate; g. Load Line Certificate / Vessel’s Safe Capacities; h. Ship Sanitation Control Exemption Certificate; i. Ship Station License / National Telecommunication Commission (NTC) License to Operate SSB and VHF Radio; 	
Service Provider	<ol style="list-style-type: none"> 1. Bidder’s Affidavit of Conformity to the Limitations/Specifications of Port of Origin and Port of Destination, as follows: 	

	<table border="1" data-bbox="493 247 1240 659"> <tr> <th data-bbox="493 247 893 432">Port Limitations/Specifications</th><th data-bbox="893 247 1049 432">Origin (Legaspi Arimbay)</th><th data-bbox="1049 247 1240 432">Destination (Cocochem Agro Industrial Park SEZ)</th></tr> <tr> <td data-bbox="493 432 893 541">a) Maximum Permissible Manifold height at berth</td><td data-bbox="893 432 1049 541">6-8m max</td><td data-bbox="1049 432 1240 541">3-4meters</td></tr> <tr> <td data-bbox="493 541 893 583">b) Pier Length LOA</td><td data-bbox="893 541 1049 583">144.55m</td><td data-bbox="1049 541 1240 583">120 feet</td></tr> <tr> <td data-bbox="493 583 893 659">c) Dead Weight (DWT)</td><td data-bbox="893 583 1049 659">70,000 MT</td><td data-bbox="1049 583 1240 659">35,000 MT</td></tr> </table> <p data-bbox="493 659 1240 730">(See attached limitations/specifications of Port of Origin and Port of Destination)</p> <ol style="list-style-type: none"> <li data-bbox="444 772 1240 987">2. The Bidder must own, chartered or leasing at least two (2) vessel capable of docking at Port of Origin and Port of Destination. For leased/chartered vessel, bidder shall provide a copy of the lease agreement or charter agreement provided that the which was remain valid and binding until December 31, 2022. <li data-bbox="444 1029 1240 1138">3. During delivery, vessel must be cleaned prior to the loading and must be accompanied by a corresponding certificate issued by the master and chief mate. <li data-bbox="444 1180 1240 1318">4. During delivery, bidder must submit Certificate of last 3 cargoes showing that the previous commodity must be of the nature that will not cause contamination to Crude Coconut Oil. <li data-bbox="444 1360 1240 1465">5. Loading Time: maximum of 12hrs for one thousand four hundred (1,400MT) of Crude Coconut Oil at Port of Loading. <li data-bbox="444 1507 1240 1612">6. Unloading Time: maximum of 17hrs for one thousand four hundred (1,400MT) of Crude Coconut Oil at Port of Unloading. <li data-bbox="444 1654 1240 1759">7. Vessel Type: Oil Tanker, capable of carrying at least one thousand to one thousand four hundred (1,000 to 1,400) Metric Tons of Crude Coconut Oil. 	Port Limitations/Specifications	Origin (Legaspi Arimbay)	Destination (Cocochem Agro Industrial Park SEZ)	a) Maximum Permissible Manifold height at berth	6-8m max	3-4meters	b) Pier Length LOA	144.55m	120 feet	c) Dead Weight (DWT)	70,000 MT	35,000 MT	
Port Limitations/Specifications	Origin (Legaspi Arimbay)	Destination (Cocochem Agro Industrial Park SEZ)												
a) Maximum Permissible Manifold height at berth	6-8m max	3-4meters												
b) Pier Length LOA	144.55m	120 feet												
c) Dead Weight (DWT)	70,000 MT	35,000 MT												
Port Services	Provide port services such as but not limited to supervision of discharging operations, arrastre, stevedoring, wharfage, mooring and unmooring, and other port-related services required in the vessel loading and discharging operations both at the loading and unloading ports. Expenses for the said services and other charges													

	such as standby charges shall be for the account of the SERVICE PROVIDER	
Delivery Period	Transfers of Crude Coconut Oil are completed not more than five (5) days from the time of departure at Port of Loading.	
	<p align="center">DOCUMENTARY REQUIREMENTS</p> <p><i>Please submit the following documents as part of the submission under this Section VII (Technical Specifications), which shall be checked using a non-discretionary “pass/fail” criteria.</i></p>	
	Bidder’s Affidavit of Conformity with the Ports’ Specifications/Limitations (See Annex “C”)	

Conforme : _____

Signature over Printed Name of Bidder/Authorized Representative

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

INSTRUCTIONS: The following required documents shall be accomplished, satisfied and submitted in chronological order to the BAC Secretariat, 16th Floor Securities and Exchange Commission (SEC) formerly UCPB Building, Makati Avenue, Makati City, October 31, 2021, not later than 12:00PM. Prospective Bidders are required to submit in three (3) copies (1 original, 1 duplicate copy and 1PDF File in USB) each of the required documents. All pages of the Bid, including attachments thereto shall be initialed by the person signing the Bid.

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Technical Documents

- ☐ b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- or**
- ☐ Original copy of Notarized Bid Securing Declaration; **and**
- ☐ e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable.
- e.1 Bidder’s Affidavit of Conformity with the Ports’ Specifications/Limitations (See Annex “B”); **and**
- ☐ f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);
- or**
- A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ j) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Section IX. Bidding Forms

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

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 procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (Total Price must not exceed the ABC) (col 9) x (col 4)
							<u>Legaspi Oil:</u> Wharfage= 10.08/MT Mooring & unmooring =5,000 per vessel <u>CAIP:</u> Wharfage= 10.08/MT		

Name: _____

Legal Capacity: _____

Signature: _____

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

Annex “A”

***Instructions:**

Statement of Ongoing and Awarded But Not Yet Started Contracts

Name of Contract	Date of Contract	Duration of Contract	Owner’s Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

This is to certify that _____ has the following ongoing and awarded but not yet started contracts:

Name and Signature of Authorized
Representative

Date

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b) ***If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.***
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

Annex “A-1”

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that _____ has the largest completed contract within the **last five (5) years:**

Name of Contract	Date of Contract	Duration of Contract	Owner’s Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User’s Acceptance or Official Receipt(s) or Sales Invoice)

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) Cut-off date: The day before the deadline of submission and opening of bids. In the column for “End-User’s Acceptance”, indicate the date of acceptance or Official Receipt(s) or Sales Invoice.

COCOCHAM JETTY PIER PORT DETAILS		
Dead, weight Tons (DWT)	35,000-Ship's Weight that can be accomodated at Jetty Head	
Depth of Sea bed	15 - 19 meters from MSL	
MeanSea Level (MSL)	The elevation 0.00	
Elevation of Pier Head from MSL	4.00 Meters	
RC Pier with pipelines facilities	48m x 12m - Loading and Unloading	
RC approach -(from Barge Wharf to Pier Head)	151m x 5m -loading and unloading	355-meters
Rock causeway - (From road Side to Barge Wharf)	205m x 5m - loading and unloading	
Barge landing	20m x 37m	
Depth of Sea Bed at Barge Wharf	3 - 4 meters	
In addition to port details and only bulk liquid cargo requirement, we encourage docking time at 0600H to 1800H for clear visibility of port facility. Ship crews are not allowed to leave the port facility without the approval of the highest ship officer. No visitors are allowed to board the ship without the approval of the highest ship officer and advised in advance to the port security officer. The port can only accommodate 35,000 DWT vessel. The limitation is the approximately 15 meters maximum water draft at pier head. The ship official knows what is the minimum water depth requirement of their ship		



OIL MILLS GROUP

Legaspi Oil Company, Inc. • Granexport Manufacturing Corporation • Cagayan De Oro Oil Company, Inc. • San Pablo Manufacturing Corp. • Southern Luzon Coconut Oil Mill, Inc. • Minola Corp. • Iligan Bay Express Corporation

SHORE INFORMATION

PORT / BERTH	:	LEGASPI OIL CO., INC. PORT
NO. OF BERTH	:	ONE (1)
WATER DEPTH AVAILABLE AT BERTH	:	12 MTR. MAX
WATER DEPTH AVAILABLE AT NORTH SIDE PORTION	:	6-8 MTR
DEAD, WEIGHT TONS (DWT) PORT	:	70,000MT
INITIAL RATE	:	100 MT/HR
MAXIMUM RATE	:	250 MT/HR CNO
MAXIMUM PSIG	:	4.0 - 5.0 bars
COMMUNICATION METHOD/Shore	:	VERBAL
VHF	:	CH. 143.55
OTHERS	:	VERBAL
LOADING PIPELINE DIAMETER	:	12" DIA CNO SHORE TANK TO PUMP HOUSE
	:	8" DIA PUMP HOUSE TO PIER HEAD (MAIN VALVE)
	:	4" DIA CNO LOADING MANIFOLD X 4 UNIT OF 4" VALVE
LOADING LINE TO EMPTY	:	Air blowing 3x
MAX. PERMISSIBLE MANIFOLD HEIGHT AT BERTH	:	6.8 MTR
MAX. PERMISSIBLE DRAFT AT BERTH	:	12 MTR
Total pipe length from shore tank to loading manifold	:	ESTMTD 450 meters
Pipeline oil volume	:	ESTMTD CNO 45 MT
Pier length L.O.A	:	144.55 METERS
COORDINATES	:	LATITUDE - 13 deg. 10.988 N
	:	LONGTITUDE - 123 deg. 45.441 E
OTHER FACILITIES AVAILABLE	:	2 MOORING BOUY (ROPES 500MTR EACH)
	:	4 BREASTHING DOLPHIN (ROPES 200MTR EACH)
	:	2 MOORING ISLAND (ROPES 300MTR EACH)
TERMINAL RETRICTION	:	DISTANCE B/W BERTH AND VESSEL 2 MTR
	:	NO NIGHT DOCKING AND UNDOCKING

Prepared by:

RODOLFO R. CANDA ZA JR
WHSE/SHIP'G. SUPV.

Noted by:

ENGR. KEITH S. NAVARRO
MFG. HEAD

ENGR. GINO N. NACION JR.
RESIDENT MANAGER

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

AFFIDAVIT OF CONFORMITY WITH THE PORTS' SPECIFICATIONS/LIMITATIONS

I, [NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE], Filipino, of legal age, with address at [BIDDER'S ADDRESS], after having been duly sworn in accordance with law, depose and state:

1. I am the President/Chief Executive Officer of [NAME OF BIDDER]. I have been duly authorized by the [NAME OF BIDDER]'s Board of Directors to execute this *Affidavit of Conformity with the Ports' Specifications/Limitations* ("Affidavit") on behalf of [NAME OF BIDDER], as shown by the secretary's certificate attesting to the board resolution that is attached hereto as **Annex "A"**.

2. In connection with the [NAME OF BIDDER]'s bid for the *Transfer of Crude Coconut Oil from Legaspi Oil Arimbay to SPMC Plant, San Pascual Batangas* ("Project"), I hereby attest on behalf of [NAME OF BIDDER] that:

2.1. [NAME OF BIDDER] has been engaged in the business of _____ for at least five (5) years prior to the deadline of submission of bids;

2.2. [NAME OF BIDDER] owns, chartered and/or leased at least two (2) vessels, particularly described as follows:

Name of Vessel	Registered Owner	Vessel Type	Vessel Description	Term of the Lease/Duration of the Charter Party Agreement (write N/A if not applicable)

2.3. [NAME OF BIDDER] represents and warrants that the foregoing nominated vessels are seaworthy and cargo worthy in connection with the transfer of Crude Coconut Oil from Port of Legaspi Oil Arimbay to Port of Cocomchem Agro Industrial Park Special Economic Zone ("CAIP SEZ"), Barangay San Antonio, San Pascual Batangas;

2.4. [NAME OF BIDDER] represents and warrants that the foregoing nominated vessels comply with the conditions and specifications being required by the pertinent laws;

2.5. [NAME OF BIDDER] was given notice and is aware of the following specifications/limitations of PORT OF LEGASPI OIL ARIMBAY and PORT OF CAIP SEZ:

Port Limitations/Specifications	Origin (Legaspi Arimbay)	Destination (Cocochem Agro Industrial Park SEZ)
Maximum Permissible Manifold height at berth	6-8m max	3-4meters
Pier Length LOA	144.55m	120 feet

2.6. [IF THERE ARE VESSELS CHARTERED OR LEASED BY THE BIDDER] The foregoing vessels that the [NAME OF BIDDER] chartered or leased are covered by Contracts of Lease or Charter Party Agreements that are valid and binding until **31 December 2022.**

2.7. At least two (2) of the vessels that the [NAME OF THE BIDDER] listed above are capable of docking at PORT OF LEGASPI OIL ARIMBAY and at the PORT OF CAIP SEZ and compliant with the specifications required by the Procuring Entity.

2.8. [NAME OF BIDDER] recognizes and accepts that conformity with all of the foregoing specifications/limitations of the PORT OF LEGASPI OIL ARIMBAY and PORT OF CAIP SEZ is a continuing requirement. Should it be awarded the Contract for the Project, [NAME OF BIDDER] binds itself that it shall continue to comply or conform with these specifications/limitations of the PORT OF LEGASPI OIL ARIMBAY and PORT OF CAIP SEZ until **31 December 2022.**

2.9. Without prejudice to the other remedies that are available to **LEGASPI OIL COMPANY, INC.** [NAME OF BIDDER] unconditionally accepts that its failure to comply with any of the undertakings mentioned herein, or the falsity of the information provided above, will result in the forfeiture of its bid security/performance bond in favor of **LEGASPI OIL COMPANY, INC.**

2.10. [NAME OF BIDDER] represents and warrants that all the foregoing information are true and correct. Any falsity, error, or misrepresentation shall automatically disqualify [NAME OF BIDDER] from being awarded the Contract for the Project.

3. I am executing this Affidavit to attest to the truth of the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____ 2022 in

_____.

[NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE],
Affiant

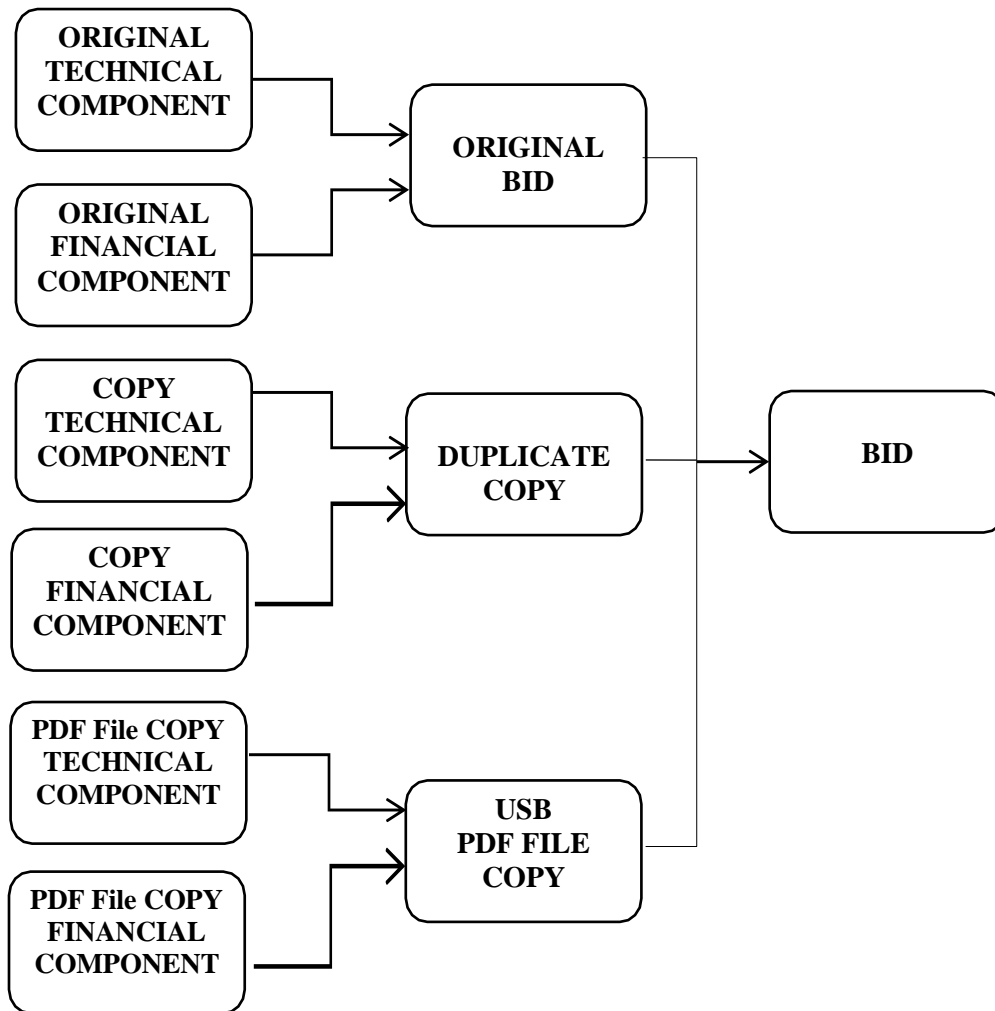
SUBSCRIBED AND SWORN to before me this __ day of _____ 2022 in _____,
affiant, who is personally known to me, exhibiting to me the following:

Affiant	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date
NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE,		

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2022.

Annex “C”

Sealing of Bids as defined in Section 15 of the ITB (Illustration of bids with 1 original and 1 copy, each box in the diagram represents a sealed envelope)



Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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