

PHILIPPINE BIDDING DOCUMENTS

2ND PUBLIC BIDDING FOR THE PROCUREMENT OF Transfer of Copra from Port of Brooke's Point to Granex Plant (GMC-2022-004B)

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
GRANEXPORT MANUFACTURING CORPORATION**

Invitation to Bid No.: **GMC-2022-004B**

Date of Posting: 17 November 2022

INVITATION TO BID

Transfer of Copra from Port of Brooke's Point to Granex Plant

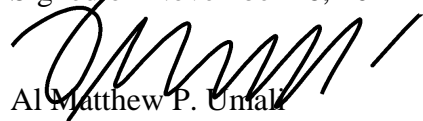
1. The Coconut Industry Investment Fund - Granexport Manufacturing Corporation (GRANEX), through the approved Corporate Budget for Year 2022 intends to apply the sum of **Seven Million Two Hundred Thousand Pesos Only (Php 7,200,000.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for **Transfer of Copra from Port of Brooke's Point to Granex Plant** . Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Coconut Industry Investment Fund - Granexport Manufacturing Corporation (GRANEX) 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 – Granexport Manufacturing Corporation 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 November 17, 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 GRANEX will hold the Pre-Bid Conference on **November 25, 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: 869 0782 4715; Passcode: 263474**) 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 **December 7, 2022, 3:00 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 **December 7, 2022, 5:00 P.M.** through a hybrid set-up, i.e., bidders may wish to participate through video conferencing via Zoom Application (**Meeting ID: 870 5847 3611**) or be physically present at CIIF-OMG, Rizal Conference Room 16th Floor UCPB Building, Makati Avenue, Makati City.
10. The GRANEX 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 - Granexport Manufacturing Corporation
16th Floor UCPB Building Makati Avenue, Makati City
Telephone Number: (632) 8892-2927
Email Address: arapada@ciif.ph

Signed on November 16, 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 - Granexport Manufacturing Corporation wishes to receive Bids for the **Transfer of Copra from Port of Brooke's Point to Granex Plant** with identification number **GMC-2022-004B**.

The Procurement Project (referred to herein as "Project") is composed of **Transfer of Copra from Port of Brooke's Point to Granex Plant** for Granexport Manufacturing Corporation 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 Two Hundred Thousand Pesos Only (Php 7,200,000.00)** .

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.

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"> For this purpose, Similar Contracts shall refer to contracts pertaining to carriage of goods for others by sea. 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-I"</i>)
5.4	The Bidder must 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 3,600,000.00.
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"> The amount of not less than <u>PHP 144,000.00</u> [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than <u>PHP 360,000.00</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 5:00 P.M. December 7, 2022"</p>
19.3	The Approved Budget for the Contract for the Transfer of Copra from Port of Brooke's Point to Granex Plant is Seven Million Two Hundred Thousand Pesos (Php 7,200,000.00) inclusive of all applicable government taxes
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 the following eligibility documents during post-qualification:</p> <p>The bidder shall be required to submit the following eligibility documents during post-qualification:</p> <ol style="list-style-type: none"> Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); 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; Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the

	<p>equivalent document for Exclusive Economic Zones or Areas;</p> <p>(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);</p> <p>(e) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and</p> <p>(f) Other appropriate licenses and permits required by law and stated in this BDS</p>
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><u>From Port of Brooke's Point to CIIF-Agro Industrial Park Special Economic Zone (GRANEX Plant)</u></p> <ol style="list-style-type: none"> 1. Secure berthing space for the nominated vessels; 2. Provide vessels for shipping of GRANEX Copra from designated loading port/s in Brooke's Point Palawan to designated unloading port at CIIF-Agro Industrial Park SEZ Kiwalan, Iligan City; 3. Provide port services such as but not limited to supervision of vessel loading and 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 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>For purposes of this Clause, the Procuring Entity's Representatives at the Project Site is:</p> <p style="text-align: center;">Rommel Hinayon Mobile Number : 0943-128-1445</p> <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 / barges at the load port within the required date of vessel availability as stated in the Notice from GRANEX. The vessels / barges to be provided must be seaworthy and cargoworthy, clean and dry, free from live insects, objectionable odors, droppings, contaminants, spillages and residues of previous cargo and must be in accordance with GRANEX standards and shall

conform to the operating requirements of GRANEX, to carry out the provisions of the Contract.

SPECIAL PROVISIONS

1. Each nominated vessel shall be loaded a full cargo. However, short loading due to a justifiable reason by ten percent (10%) or less of vessels full cargo designed capacity shall be considered and deemed as full loading and no dead freight therefore shall be charged.
2. It is assumed that the accountability of the service provider starts from receipts of copra at loading port. It may opt to provide witnesses at issuing warehouses to account for the copra to be loaded.
3. The SERVICE PROVIDER shall be liable to any damages / losses / shortages as to the net weight 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 the GRANEX and the SERVICE PROVIDER's employees. Hence, GRANEX shall not be liable for claims that may arise under the ECC, SSS, PhilHealth, Minimum 33 Wage Law, and other related laws. Likewise, GRANEX shall not be held responsible for any claims of third persons arising from collision, allision and other maritime mishaps and/or negligence of SERVICE PROVIDER's employees or for any contraband goods found inside the SERVICE PROVIDER's vessels.
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 Stock 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 replacement cost of the cargoes. Losses in WEIGHT shall be determined by the difference between the weight as documented in the ship weight by the Copra Buyer at issuing warehouse as reflected in the Bill of Lading (BL) and the weight as documented in the Final Outturn Report (OWR) - Landed Weight as recorded and approved by the Plant Resident Manager at the unloading port;
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

	<p>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 without prejudice to the filing of whatever actions due to GRANEX.</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 value of the computed replacement cost.</p> <p>9. Losses, damages, and accidents arising from any misconduct, 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. GRANEX 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 GRANEX 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 GRANEX employee from witnessing the weighing and inspection of Copra at the port of loading to verify the correctness of the entries made by GRANEX employee, the SERVICE PROVIDER's representative(s) shall sign the documents under protest and shall, within forty-eight (48) hours, notify the GRANEX's office concerned. Failure to notify GRANEX 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. GRANEX should not be held liable for the SERVICE PROVIDER's failure for whatever reason to haul the copra under the contract and GRANEX 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 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 GRANEX, covering the particular cargoes / goods / stocks under the following conditions:</p> <ol style="list-style-type: none"> 1. Payments shall be based on the net outturn weight in kilograms per Outturn Weight Report inclusive of applicable taxes at the unloading port. 2. GRANEX shall pay the SERVICE PROVIDER based on the rate as indicated in the Notice of Award / Contract inclusive of applicable taxes. 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 ship weight by the Copra Buyer. 4. All payments shall be made at the Head Office of GRANEX, subject to the usual accounting and auditing rules and regulations. GRANEX undertakes to pay the SERVICE PROVIDER the amount, 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: <ol style="list-style-type: none"> a. Ship Weight from loading Port and Final Outturn Report from unloading 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</p>

	<p>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>
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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 Granexport Manufacturing Corporation's Plant located at CIIF Agro-Industrial Park SEZ, Kiwalan, Iligan City.

Item No.	DESCRIPTION	QUANTITY	SCHEDULE
1	Transfer of MT Copra from Port of Brooke's Point to Granex Plant. (more or less 2,100 MT) Maximum of two (2) trips	1,050MT to 1,200MT per trip	Within 2weeks upon receipt of notice/book ing advise

The Contract to be awarded shall be subject to existing DBM Guidelines on Cash-Based Budgeting (NBC No.583 dated 4 January 2022) 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
	<ol style="list-style-type: none"> 1. The Vessel Bulk Carrier must be made of steel with at least 1,050 MT to 1,200 MT capacity for storing copra. 2. The vessel to be provided must be seaworthy and cargo worthy. 3. The Vessel Bulk Carrier 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										
From Port of Brooke's Point to Granex Plant (Vessel)	<ul style="list-style-type: none">- Bidder's Affidavit of Conformity to the Limitations/Specifications of Port of Origin and Port of Destination, as follows:<table><tr><td>Port Specifications</td><td>Origin (Brooke's Point)</td><td>Destination (Granex's Port CIIF Agro Industrial)</td></tr><tr><td>Depth</td><td>5.5Meters High Tide / 4.5Meters Low Tide</td><td>6 Meters</td></tr><tr><td>Length Overall</td><td>Not more than 100meter</td><td>90 Meters</td></tr></table><p>(See attached limitations/specifications of Port of Origin and Port of Destination Annex “)</p>	Port Specifications	Origin (Brooke's Point)	Destination (Granex's Port CIIF Agro Industrial)	Depth	5.5Meters High Tide / 4.5Meters Low Tide	6 Meters	Length Overall	Not more than 100meter	90 Meters	
	Port Specifications	Origin (Brooke's Point)	Destination (Granex's Port CIIF Agro Industrial)								
	Depth	5.5Meters High Tide / 4.5Meters Low Tide	6 Meters								
	Length Overall	Not more than 100meter	90 Meters								
	<ul style="list-style-type: none">- 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.										
	<ul style="list-style-type: none">- 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.										
	<ul style="list-style-type: none">- 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 Copra.										
	<ul style="list-style-type: none">- Loading Time (Port of Origin): 3-4days except during inclement weather or any other conditions that will deteriorate the goods and any unforeseen event/s.										
	<ul style="list-style-type: none">- Unloading Time (Port of Destination): maximum of 17hours per one thousand two hundred (1,200) Metric tons of Copra except during inclement weather or any other conditions that will deteriorate the goods and any unforeseen event/s.										
	<ul style="list-style-type: none">- Vessel Type: Bulk Carrier, capable of carrying at least one thousand two hundred (1,200) Metric Tons of Copra.										

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	
Manpower	Provision of the following manpower at any given time to ensure good performance. <ol style="list-style-type: none"> 1. Vessel Crew including a minimum required number of personnel for cargo stowage, trimming and cargo documentation/s; and 2. Laborers (arrastre and stevedores) for the loading of the cargo at port origin and destination 	
Delivery Period	Transfers of Copra are completed not more than four (4) days from the time of departure at Port of Loading.	

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 (formerly UCPB) Building Makati Avenue Makati City, December 7, 2022, not later than 3:00 PM. Prospective Bidders are required to submit in three (3) copies (1 original, 1 duplicate copy and 1 PDF 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; **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 Amount and Purpose of
of agent Currency 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)
							Brooke's Point: Arrastre= 79.75/MT Stevedoring= 14.60 Mooring & unmooring= Wharfage = 9/MT Granex: Wharfage =9/MT Total = 112.35 / 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 (If completed)

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.

PORT OF BROOKE'S POINT

GENERAL INFORMATION

Major commodities handled at the Port of Brooke's Point are bottled products, cement, general merchandise, copra, palm oil, and agricultural products. It is located 194 kilometers south of Puerto Princesa. Port linkages include Cagayan de Tawi-Tawi, General Santos, Dipolog, Balabac, Puerto Princesa and Manila.

LOCATION: Latitude 08°46'.0"N,
Longitude 117°49.5'E (eastern side of Brookes Point)

PORT LIMITS

Beginning at point marked 1 on the plan, thence to point 2 at a distance of 362.00 meters with bearing N98°00'W, thence to point three at a distance of 1,002.00 meters with bearing S12°20'W, thence to point 4 at a distance of 1,075.00 meters with bearing S78°10'E, thence to point 5 at a distance of 881.50 meters with bearing N12°14'E, thence to point 6 at a distance of 10.00 meters with bearing N61°00'W, thence to point 7 at a distance of 249.00 meters with bearing N71.5°00'W, thence to point 1, the point of beginning at a distance of 472.00 meters with bearing N67°45'W, all in all comprising a total area of 1,032.314.03 sq.m. more or less.

CLIMATOLOGICAL CONDITION

The pier is exposed to northeast and southwest monsoons. Sea condition in the area varies accordingly to prevailing wind.

TOTAL PORT AREA	-	18,507.018 sq.m.
Commercial Area	-	1,488.46 sq.m.
Operational Area	-	17,018.558 sq.m.

BERTHING AREA

The port has an RC wharf of 12m wide x 60m long connected to pier approach of 6m x 190m.

MINIMUM DEPTH ALONG MAIN BERTHS – 3.50 meters at MLLW (based on survey conducted on September 14, 2013)

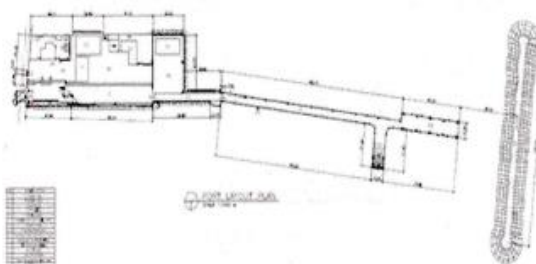
RORO FACILITY

Roro ramp of 12.0 meters x 15.0 meters

LOAD LIMIT - 3,500 psi

VEHICLE PARKING AREA

The parking area measures 1,180.00 square meters



STORAGE FACILITIES:

Warehouse 1	=	240.00 sq.m.
Warehouse 2	=	240.00 sq.m.
Open storage	=	1,355.00 sq.m.

PASSENGER TERMINAL BUILDING

A one-storey PTB Building with an area of 375.0 square meters and can accommodate 250 passengers at any given time.

MINIMUM DEPTH (ANCHORAGE) – 6.78 meters at MLLW

HEIGHT OF WHARF FROM SEA LEVEL - 2.95 meters

WATER SUPPLY

Potable water is provided by Brooke's Point Rural Waterworks & Sanitation Association, Inc.

LAND ACCESS

The port area is one (1) kilometer away from the Municipal Proper, with a two-lane concreted road. Slight congestion is experienced during loading and unloading operations at the pier.

ENTRANCE CHANNEL

Entrance Channel starts three (3) miles northeast from lighthouse to avoid Channel coral reef.

SEAWARD ACCESS

The port area is quite shallow that only vessels with shallow draft can be accommodated at berth. Vessels with deeper draft may occupy and drop anchor at a distance of 400 meters from the rock causeway pier.



GRANEXPORT MANUFACTURING CORPORATION

CIIF AGRO-INDUSTRIAL PARK - SPECIAL ECONOMIC ZONE • Barangay Kiwalan, Iligan City, 9200
 Telefax No.: (063) 225-1377 • Head Office: 16th Floor UCPB Building, Makati Avenue, Makati City •
 Shipping Company: Iligan Bay Express Corporation (IBEC) • Website: www.ciif.ph

SHORE INFORMATION

(Unloading Pier)

PORT / BERTH	:	GRANEXPORT MFG. CORP.
NAME OF VESSEL	:	
NOMINATED QUANTITY	:	
WATER DEPTH AVAILABLE AT BERTH	:	6.0 METERS
INITIAL RATE	:	50 MT/HR
MAXIMUM RATE	:	70 MT/ HR
EMERGENCY SHUTDOWN:		
LOCATION ON SHORE	:	SWITCHROOM/BATCH SCALE
COMMUNICATION METHOD/SHORE	:	VERBAL
WALKIE TALKIE/VHF	:	CH. 14.8320
OTHERS	:	VERBAL
EMERGENCY SIGNAL AND CONTACT	:	Tel. no. 063 225 1385
ALARM SIGNAL ON SHORE	:	SERIN AND FLASHING RED LIGHT
UNLOADING PROCEDURE:		
<ul style="list-style-type: none"> ○ UTILIZATION SHORE CRANE FOR DISCHARGING ○ 202 BELT CONVEYOR ○ WEIGHING AT BATCH SCALE ○ TO COPRA WAREHOUSE FOR STORAGE 		
DENSITY OF WATER	:	1.023 KG./ m3
MAX. PERMISSIBLE DRAFT AT BERTH	:	5.5 M
MAX. DEADWEIGHT	:	3,000 MT
MAX. GRT OF VESSEL	:	2,000 MT
Docking maneuver	:	PORTBOARD SIDE
Pier length L.O.A	:	90 METERS
COORDINATES	:	LATITUDE - 8 deg. 16'52".48 N
		LONGITUDE - 124 deg. 15'55".28 E

Note: NO NIGHT DOCKING / UNDOCKING from 1800 hrs to 0600 hrs.



CHRISTOPHER JOHN R. NGO
 WAREHOUSING/SHIPPING HEAD



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 Copra from Port of Brooke’s Point to Granexport at CIIG Agro Industrial Park Special Economic Zone, Kiwanan Iligan City* (“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 copra from Port of Brooke’s Point to Port of Granex;

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 BROOKE'S POINTLOADING and PORT OF GRANEX:

Port Specifications/Limitations	Origin (Brooke's Point)	Destination (Granex's Port CIIF Agro Industrial)
Depth	5.5Meters High Tide / 4.5Meters Low Tide	6 Meters
Length Overall	Not more than 100meter	90 Meters

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 BROOKE'S POINT and at the PORT OF GRANEX 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 BROOKE'S POINT and PORT OF GRANEX 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 BROOKE'S POINT and PORT OF GRANEX until **31 December 2022.**

2.9. [NAME OF BIDDER] hereby certify that it is free and clear of all tax liabilities to the government.

2.10. [NAME OF BIDDER] hereby certifies that it has not made and will not make any offer, from to pay to authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person in contravention with applicable laws in connection with the execution of the contract and performance of its obligation there under. Violation of this provision shall be a ground for the immediate termination of the Contract.

2.11. Without prejudice to the other remedies that are available to **GRANEXPORT MANUFACTURING CORPORATION**, [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 **GRANEXPORT MANUFACTURING CORPORATION**.

2.12. [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

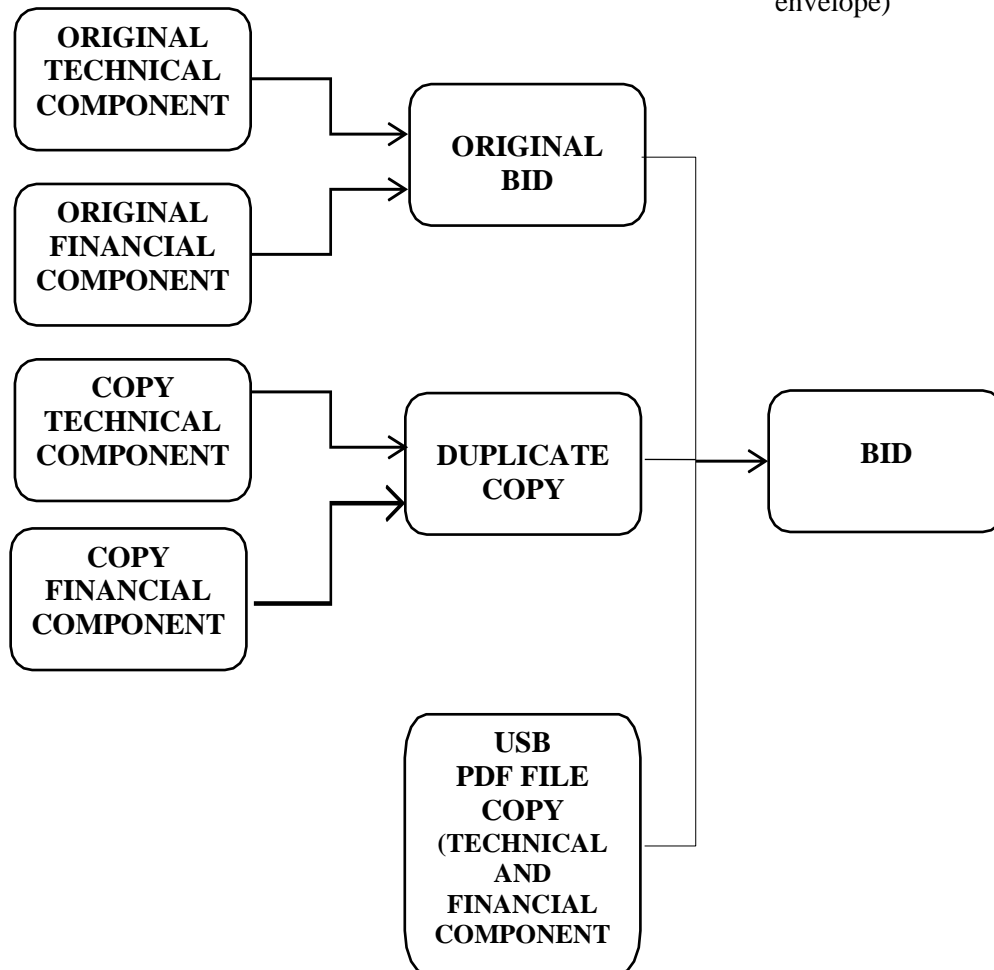
SUBSCRIBED AND SWORN to before me this __ day of _____ 2022 in _____, affiant, who is personally known to me, exhibiting to me the following:

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 “D”

Sealing of Bids as defined in Section 15 of the ITB (Illustration of bids with 1 original, 1 duplicate and 1 PDF File 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]