PHILIPPINE BIDDING DOCUMENTS

Procurement of Manpower Services for Granexport Manufacturing Corporation GMC-2023-011

Government of the Republic of the Philippines

Sixth Edition July 2020 BIDDING DOCUMENTS

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.

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UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines Office of the President

COCONUT INDUSTRY INVESTMENT FUND OIL MILS GROUP (CIIF-OMG) (LEGASPI OIL COMPANY, INC., GRANEXPORT MANUFACTURING CORPORATION, SOUTHERN LUZON COCONUT OIL MILL, INC., CAGAYAN DE ORO OIL COMPANY, INC., GRANEXPORT MANUFACTURING CORPORATION, ILIGAN COCONUT INDUSTRIES, INC.)



4th Floor Palacio del Gobernador general Luna St., Intramuros Manila

Invitation to Bid No. **GMC-2023-011** Date of Posting: September 28, 2023

INVITATION TO BID For the Procurement of Manpower Services for Granexport Manufacturing Corporation

1. The Coconut Industry Investment Fund - Granexport Manufacturing Corporation (GRANEX), through the 2023 Corporate Budget intends to apply the sum of Thirty-Eight Million Four Hundred Seventeen Thousand Three Hundred Fifty-Three Pesos and 98/100 (P38,417,353.98) inclusive of all applicable government taxes being the ABC to payments under the contract for the Procurement of Manpower Services for Granexport Manufacturing Corporation. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Coconut Industry Investment Fund - Granexport Manufacturing Corporation (GRANEX), through the 2023 Corporate Budget intends to apply the sum of:

Lots	Particulars / Description	Quantity	ABC
Lot 1	GRANEXPORT	GRANEXPORT	P38,417,353.98
	MANUFACTURING	Total Head Count of	
	CORPORATION	Manpower Personnel	/
		– Two Hundred	
		Twenty-six (226) to	
		be deployed in the	
		following areas:	
		(a) 214 Manpower	
	12 S & March 23	Personnel at	
12	IDDING DO	at GRANEX Plant	TS .
1.0	1001110000	(CIIF Agro Industrial	0.4
		Park Special	
		Economic Zone,	
		Kiwalan, Iligan City);	
		(b) One (1)	
		Manpower Personnel	
		at GRANEX Copra	
		Buying Station	
		Dumalinao	

	(c)Eleven(11)ManpowerPersonnelatGRANEXCopraBuyingStation,BrookesPoint,	
	Palawan	
Total		P38,417,353.98

- 2. The Coconut Industry Investment Fund Granexport Manufacturing Corporation (GRANEX) now invites bids for the above Procurement Project. Delivery of the Goods is required by November 16, 2023. Bidders should have completed, within Five (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 (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
- 4. Prospective Bidders may obtain further information from the Coconut Industry Investment Fund - Granexport Manufacturing Corporation (GRANEX) and inspect the Bidding Documents at the address given below during 9:00am to 5:00pm.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on September 28, 2023 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 **Twenty-Five Thousand Pesos** (**P25,000.00**). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person, by facsimile, or through electronic means.
- 6. The Coconut Industry Investment Fund Granexport Manufacturing Corporation (GRANEX) will hold a Pre-Bid Conference¹ on October 6, 2023, 11:30AM at 4F Palacio del Gobernador general Luna St., Intramuros Manila and/or through video conferencing or webcasting via Zoom Application (Meeting ID: 860 5519 8747; Password: 133702), 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 18, 2023 at 10:00AM. 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.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

- 9. Bid opening shall be on October 18, 2023, 10:30AM through hybrid set-up. Bidders may be physically present at CIIF-OMG at the given address below and/or through video conferencing or webcasting via Zoom Application (Meeting ID: 876 8657 6632). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Coconut Industry Investment Fund Granexport Manufacturing Corporation (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 Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Angelita G. Rapada BAC Secretariat 4th Floor, Palacio del Gobernador General Luna St., Intramuros, Manila Telephone Number: (632) 8892-2927 Email Address: arapada@ciif.ph

12. You may visit the following websites:

For downloading of Bidding Documents: *www.ciif.ph*

Originally Signed

AL MATTHEW P. UMALI Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.



1. Scope of Bid

The Procuring Entity, <u>Coconut Industry Investment Fund - Granexport Manufacturing</u> <u>Corporation (GRANEX)</u> wishes to receive Bids for the <u>Procurement of Manpower</u> <u>Services for Granexport Manufacturing Corporation</u>, with identification number <u>GMC-2023-011</u>.

The Procurement Project (referred to herein as "Project") is composed of:

Lots	Particulars / Description	Quantity	ABC
Lot 1	GRANEXPORT	Total Head Count of	P38,417,353.98
	MANUFACTURING	Manpower Personnel	
	CORPORATION	– Two Hundred	
	A second	Twenty-six (226) to be	
		deployed in the	
		following areas:	
100		(a) 214 Manpower	
		Personnel at	
		at GRANEX Plant	
		(CIIF Agro Industrial	
		Park Special	
		Economic Zone,	
		Kiwalan, Iligan City);	
		(b) One (1) Manpower	
	6.	Personnel at GRANEX	
	1.5.	Copra Buying Station	
		D <mark>umalin</mark> ao	
		(c) Eleven (11)	
		Manpower Personnel at	
		GRANEX Copra	
	AT LET Y LIE K-	Buying Station,	7
		Brookes Point, Palawan	
	Total		P38,417,353.98

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 <u>2023 Corporate</u> <u>Budget</u> in the amount of <u>P38,417,353.98</u>.
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the proposed 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. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 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:

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

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:

- a. Subcontracting is not allowed.
- 7.2 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 4th Floor, Palacio del Gobernador General Luna St., Intramuros, Manila and/or through videoconferencing/webcasting 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 <u>Five (5) years</u> 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, exwarehouse, 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 Declaration² 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 <u>*February 15, 2024*</u>. 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

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online 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.

 $^{^2}$ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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:

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

20.2. 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), the appropriate

licenses and permits required by law and other documents, if any, as 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

BIDDING DOCUMENTS

OIL MILLS GROUP

ITB		
Clause		
5.3	For this purpose, contracts similar to the Project	shall be:
	a. Manpower Services.	
	b. completed within Five (5) years prior to and receipt of bids.	the deadline for the submission
12	The Financial Bid shall include an Administrativ more than Nineteen (19%) pursuant to existing 1	
14.1	The bid security shall be in the form of a Bid Se following forms and amounts:	ecuring Declaration, or any of the
	a. The amount of not less than <u>P768,347.08</u> of <i>ABCJ</i> , if bid security is in cash, of draft/guarantee or irrevocable letter of cr	cashier's/manager's check, bank
	b. The amount of not less than <u>P1,920,867.7</u> of ABC] if bid security is in Surety Bond	
	NOTE: The above computation is for bid subm	issions covering all lots with the
	total ABC of Thirty-Eight Million Four Hund	<u> </u>
	Hundred Fifty-Three Pesos and 98/100 (Php3	
	determining the amount of the bid security in procurement allowing bids for a single or multiple lots, if applicable, the bid security shall be based upon the sum	
	of the ABC for each of the lots or items for which	
	of the ABC for each of the lots of items for which	in blus are sublinited.
	The bid securities must be valid until <i><u>February</u></i> .	<u>15, 2024</u> .
15	Each Bidder shall submit one (1) original, one (-
	in USB copies of the first (technical) and second	
	Documents to be submitted shall be properly tab	bed and labeled.
	"Do not open before 10:30AM on October 18, 202	3."
19.3	The computation of a prospective bidder's NFCC to be bid, pursuant to Section 23.4.1.4 of the Rev	
	RIDDING DOCH	MENTS
	Lots Particulars / Description	ABC
	Lot 1 GRANEXPORT MANUFACTURING	P38,417,353.98
	CORPORATION	
	Total	Thirty-Eight Million Four
		Hundred Seventeen
		Thousand Three Hundred

Bid Data Sheet

	Fifty-Three Pesos and	
	98/100 (P38,417,353.98)	
20.2	The bidder shall be required to submit the following eligibility documents during post-qualification:	
	 a) Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b) 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; c) 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 equivalent document for Exclusive Economic Zones or Areas; d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and 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. f) Photocopy of Single Largest Completed Contract or Purchase Order g) Others, if any: 	
	Refer to Other Documents in the Checklist of Eligibility (Legal, Technical and Financial Documents), Financial and Other Documents to be submitted pursuant to Section 34.2 of the 2016 Revised IRR, as contained in Other Documents required from the bidder with the S/LCB.	
21.1	Documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 are as follows:	
	 a) Contract Agreement; b) Bidding Documents; c) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted; d) Performance Security; e) Notice of Award of Contract; and f) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned: 	
	Refer to Section VIII. Checklist of Technical and Financial Documents for other documents to be submitted pursuant to Section 37.2 of the 2016 Revised IRR, as contained in Other Contract Documents required from the bidder with the LCRB, HRRB, SCRB or SRRB. The contract review of the Office of the Government Corporate Counsel (OGCC) shall be in accordance with OGCC Memorandum Circular No. 2023-03-A dated	

12 May 2023. Any of its ensuing comments, recommendations, or directives shall
form part of the contract.



Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 by the Bidder 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 of 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.



Special Conditions of Contract

GCC Clause		
1	1. DURATION OF CONTRACT	
	 The Service Provider shall undertake Manpower Services as herein mentioned, covering the period from November 16, 2023 to November 15, 2024 Delivery of the Goods (i.e., Manpower Services, supplies and equipment) shall be made by the Provider in accordance with the terms specified in Section VI. Schedule of Requirements. 2. QUALIFICATION REQUIREMENTS OF THE MANPOWER SERVICE 	
	PROVIDER	
	I.The Manpower Service Provider shall submit the following documentary requirements prior to posting of personnel:	
	a. Personal Data Sheet;	
	b. Data on work experience;	
	c. NBI Clearance;	
	d. Police Clearance;	
- 1	e. Barangay Clearance; f. Physical, Medical, Health Certificates from DOH-accredited health	
	centers;	
	 g. Drug Test; and h. Covid Vaccination Card (Fully Vaccinated) i. NCII TESDA Certificate for skilled personnel 	
	II. The Manpower Service Provider shall submit to GRANEX a copy of monthly detailed payroll, including deductions (previous month). As need arises, the GRANEX may require to submit the proof of the following:	
	 a. Wages and Overtime (OT) pay; b. 13th Month Pay 	
	c. Remittances to Social Security System (SSS), Pag-IBIG, PhilHealth, Employees Compensation Commission (ECC), and Bureau of Internal Revenue (BIR); and	
	d. All other salary deductions (e.g. health card, insurance, loans, etc.) aside from the above cited.	
	GRANEX shall in no case be liable for any interest, penalty or for	
	any delayed payments of the remittances to SSS, Pag-IBIG, PhilHealth, ECC and BIR.	
	III. The Manpower Service Provider shall take the responsibility for providing full medical, personal injury. death and/or disability insurance coverage to personnel to be deployed to GRANEX, without any right to reimburse the premiums paid from GRANEX.	

IV. The Manpower Service Provider shall pay on its own account, and as mandated by law, the salaries/wages/other monetary benefits of all its personnel assigned to the GRANEX. Payment shall be made through an Automated Teller Machine (ATM) arrangement. Further, the Service Provider shall not terminate the employment contract of personnel who report to the GRANEX issues concerning their employment contracts and/or compensation. V.The Manpower Service Provider shall be liable to GRANEX and its clients for any downtime or interruption in the services to be provided due to causes other than fortuitous events. VI. The Manpower Service Provider shall ensure on-time payment of salaries to all personnel, and to ensure the financial stability of the Manpower Service Provider, shall assume the payment for the first two months' salaries of its personnel. Failure to pay salaries on time will be considered as one of the bases for the pre-termination of the contract. VII. The GRANEX has the right to reject any output or any task which fails to meet the minimum standards that may be agreed upon by the GRANEX and the Service Provider. In such instances, the Service Provider shall make the necessary corrections or revisions to the output or task to meet the minimum standards agreed upon. For tasks that have been accomplished, the Service Provider must first secure from the PE's authorized representative a signed certificate of completion and/or acceptance before claiming payment. VIII. The Manpower Service Provider shall submit the monthly Billing Statement, including copies of payroll registers within fifteen (15) calendar days after each month of service. Compliance thereto is a criterion for Performance Evaluation. IX. The Contract Price for the twelve (12) month period that corresponds to the Manpower Agreement, shall be fixed and shall not be adjusted during contract implementation, except in the following instances: a. Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding; Increase in Taxes: b. X.Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to One- Tenth of One Percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches Ten Percent (10%) of the amount of the contract, GRANEX may rescind

	the contract, without prejudice to other courses of action and available remedies.	
	XI.In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Makati City. In case of a court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts.	
	For purposes of this clause, the Procuring Entities representative are:	
	HQ – Jeralyn G. Ronquillo (09189286976) Granexport Manufacturing Plant – Christy Mendez (09431287212) Buying Stations - Wesley Lorenzo O. Macayan (09190695216)	
2.2	Payment by GRANEX to the Manpower Service Provider shall be on a monthly basis, upon submission of the following:	
	 Billing Statement (separate billing of regular operation and job order and on-call Proof of Remittance to the concerned government agency or Duly Notarized Affidavit that the Service Provider has complied with the provisions of all applicable labor law/regulations, such as those pertaining to compensation, taxes and contributions to Social Security System (SSS), PhilHealth, Pag- IBIG and Employees Compensation Commission (ECC). Daily Time Record (Acknowledged by PE's Authorized Signatories) Proof of approved Personnel Requisition signed by the authorized personnel (for on-call and job order personnel). Proof of approval from PE's authorized representative for Overtime payments and must be in accordance with CSC and DBM JC 1 s.2015 Certificate of Completion and/or Acceptance (if applicable) Accomplishment report signed by PE's Authorized Signatories for Job Orders. 	
4	The representatives of GRANEX shall actually inspect the performance of the Manpower Service Provider, their supplies, equipment and other essential paraphernalia at any time it is deemed necessary or as referred to Section VII. Technical Specifications.	
5	Warranty For the procurement of goods, a warranty shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, and one (1) year, in the case of Non-Expendable Supplies, after the acceptance by the Procuring Entity of the delivered supplies. The obligation for the warranty shall be covered by either:	
	The obligation for the warranty shall be covered by either:	

a.	Retention money in an amount equivalent to at least one percent (1%) of every progress payment; or
b.	Special bank guarantee equivalent to at least one percent (1%) of the total contract price. The special bank guarantee must be contract specific, that is, it shall be executed for the special purpose of covering the warranty for the subject procurement contract.



Section VI. 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.

	DESCRIPTION		QUANTI	TY	SCHEDU	
1	Qualified, skilled and unskilled personnel with suff experience in the position stated in Section VII. Tech Specifications, of good moral character, psychologi mentally and physically fit: Regular Casual - who shall have a regular working sch of eight (8) hours a day from Mondays to Saturdays. On-call - no regular working schedule but shoul available for work as the need arises (no work, no pay apply) To be deployed/ assigned in different area as follows:	nnical cally, edule ld be	65 - Reg Casual a 161 – or	and	Novembe 16, 2023	
	SKILLED PERSONNEI	L				
	A. GRANEX PLANT		_			
LOCAT	ION: WAREHOUSING/TERMINAL	On-O	Call	Regula	ar Casual	
-	quipment Operator (Crane Operator)	-	-		2	
-	quipment Operator (Bobcat Operator, Entrada, ng & Hauling)	i.			3	
Watchma	an	-	1		-	
LOCATI	ON: MANUFACTURING (OIL MILLING & REFINE	RY)				
Heavy E	quipment Operator (Plant Feeding Payloader Operator	-			3	
Bobcat (*	15-			3	
	ION: MAINTENANCE					
	al Mechanic	-			3	
	al Electrician				3	
Welder		6	5		2	
Machini		/			1	
	tive Electrician	1			-	
	tive Mechanic	ENI	TS		-	
	ION: SAFETY/PCO	- 1 N	1.4			
Hauling)	Quipment/Bobcat Operator (Sludge & Garbage)	1			-	
Driver					1	
Driver		- 1(<u>1</u> 21	
SUBTO						

TOTAL (SKILLED PERSONNEL):	71	21
SUBTOTAL:	61	-
Mason	9	-
LOCATION: SAFETY/PCO		
Carpenter	24	-
Welder	20	-
Industrial Electrician	8	-

UNSKILLED PERSONNEL					
A. GRANEXP PLANT					
LOCATION: WAREHOUSING/TERMINAL	On-Call	Regular Casual			
Laborer (Copra and Pellet Warehouse Sampler)	2	-			
Laborer (Inland Copa Entrada)	-	10			
Laborer (Loading and Unloading Tank Cleaning	15				
Switchroom Operator		2			
Reliever (Terminal Staff/Weigher)	1	-			
LOCATION: FOB LOADING TEAM					
Convoy	4	-			
Copra Sampler	3				
LOCATION: R&D and QA/QC					
Sampler (QA/QC)	4	-			
Copra Sampler	-	6			
Copra Checker	-	2			
LOCATION: MANUFACTURING (OIL MILLING & R	REFINERY)				
Filterman (CNO)		6			
Laborer (Firewood Tender)	7	-			
Laborer (Shift Conveyor 510 Tender)	3	-			
Acidulation Operator	1	2			
Filterman (Cochin)	2	4			
Laborer (Niagara Servicing)	3	-			
LOCATION: SAFETY/PCO					
Pollution Control Staff	-	1			
Wastewater Treatment Operator	ALLAITO	3			
Laborer	3	-			
Laborer (Ground Housekeeping)	3	-			
LOCATION: COPRA BUYING					
Tolling/Documentation Staff	-	1			
LOCATION: STORES					
Stores Staff	-	1			
LOCATION: FINANCE					
Accounting Staff	-	2			

Utility Worker	-	2 42
SUBTOTAL:	51	
ANNUAL	L SHUTDOWN	
LOCATION: MAINTENANCE		
Helper	20	-
LOCATION: SAFETY/PCO	· · · ·	
Helper	9	-
SUBTTOTAL:	29	-
TOTAL:	80	42
B. GRANEX CO	OPRA BUYING STATION	
LOCATION: PALAWAN		
Laborer	10	-
Sampler	-	1
LOCATION: DUMALINAO		
Sampler		1
1	10	2

GRAND TOTAL:	161	65
--------------	-----	----

Manpower Service Provider shall make available at all times, trained and qualified relievers and/or replacements to ensure continuous and uninterrupted service in case of absence of the assigned personnel for whatever reason; provided, however, that no personnel shall serve for more than twelve (12) hours of duty per day, except in emergency cases.

Should the need arise, the Manpower Service Provider shall augment the personnel deployed at the foregoing GRANEX in the number as required by the circumstances pursuant to a written request from GRANEX.

In the event that the resulting contract period is less than twelve (12) months, the annual financial bid of the LCRB shall be divided by twelve (12) to arrive at the monthly fee for the manpower services, which shall not exceed the foregoing ABC divided by twelve (12).

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

Name of Company/Bidder

Signature over Printer Name of Representative

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent*." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.



BIDDING DOCUMENTS

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, postqualification 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
	 SCOPE OF UNDE The Service Provider one hundred sixty-on sufficient experience Requirements. Qualifications of p 			
		GRANEX PLA	NT	
	POSITION	LOCATION	QUALIFICATION	
	Heavy Equipment	WAREHOUSING/	-At least High School	
	Operator	TERMINAL	Graduate	
I.			-With Professional Driver Licensed (Restriction Code 1,2 & 8) -With 1-year relevant job experience -With NC II TESDA Certificate -With Vaccination Card	
	Laborer		-At least High School	
	Switchroom Operator	DING D	Graduate -With Vaccination Card -At least High School Graduate -With 1-year relevant job experience -With NC II TESDA Certificate -With Vaccination Card	S

Watchman		-At least High School
		Graduate
		-With 1-year relevant job
		experience
		-With NC II TESDA
		Certificate
		-With Vaccination Card
Reliever (Terminal		-At least High School
Staff/Weigher		Graduate
		-With Vaccination Card
Convou	FOB LOADING	
Convoy		-At least High School
	TEAM	Graduate
		-With Vaccination Card
Copra Sampler		-At least High School
	A CONTRACTOR	Graduate
		-With at least 6 months
		relevant experience
		-With Vaccination Card
Copra Sampler	R&D and QA/QC	-At least High School
		Graduate
		-With at least 6 months
Copra Checker		relevant experience
^		-With Vaccination Card
Filterman (CNO/	MANUFACTURING	-At least High School
	MANUFACTURING	Graduate
Cochin)		
		-With at least 6 months
		relevant experience
		-With Vaccination Card
Laborer		-At least High School
	1 T 1 1 1 1 1 1	Graduate
		-With Vaccination Card
Heavy Equipment		-At least High School
Operator		Graduate
r		-With Professional Driver
		Licensed (Restriction Code 1,2
		& 8)
		-With 1-year relevant job
		experience
		experience -With NC II TESDA
RID		-With NC II TESDA
BID	DING D	-With NC II TESDA Certificate
	DING D	-With NC II TESDA Certificate -With Vaccination Card
Acidulation	DING D	-With NC II TESDA Certificate -With Vaccination Card -At least High School
	DING D	-With NC II TESDA Certificate -With Vaccination Card -At least High School Graduate
Acidulation	DING D	-With NC II TESDA Certificate -With Vaccination Card -At least High School Graduate -With 1-year relevant job
Acidulation	DING D	-With NC II TESDA Certificate -With Vaccination Card -At least High School Graduate
Acidulation	DING D	-With NC II TESDA Certificate -With Vaccination Card -At least High School Graduate -With 1-year relevant job

		-With Vaccination Card
Bobcat Operator		-At least High School Graduate -With 1-year relevant job experience -With NC II TESDA Certificate -With Vaccination Card
Industrial Mechanic	MAINTENANCE	
Industrial Electrician		-Graduate of 2-year vocational course
Welder		-With 2-years relevant job experience
Machinist	1 - C	-With NC II TESDA Certificate
Automotive Electrician Automotive Mechanic		-With Vaccination Card
Pollution Control Staff	SAFETY/PCO	-Graduate of any 4-year course, engineering course (Industrial) is an advantage -With 2-year relevant job experience in manufacturing -With Vaccination Card
Wastewater Treatment Operator	L MILLS	-At least High School Graduate -1-year relevant job experience in manufacturing -With Vaccination Card
Laborer		-At least High School Graduate -With Vaccination Card
Heavy Equipment/ Bobcat Operator		-At least High School Graduate -With Professional Driver Licensed (Restriction Code 1,2
BID	DING D	& 8) -With 1-year relevant job experience -With NC II TESDA Certificate -With Vaccination Card
Tolling/ Documentation Staff	COPRA BUYING	-Graduate of any 4-year course -With at least 6 months relevant job experience

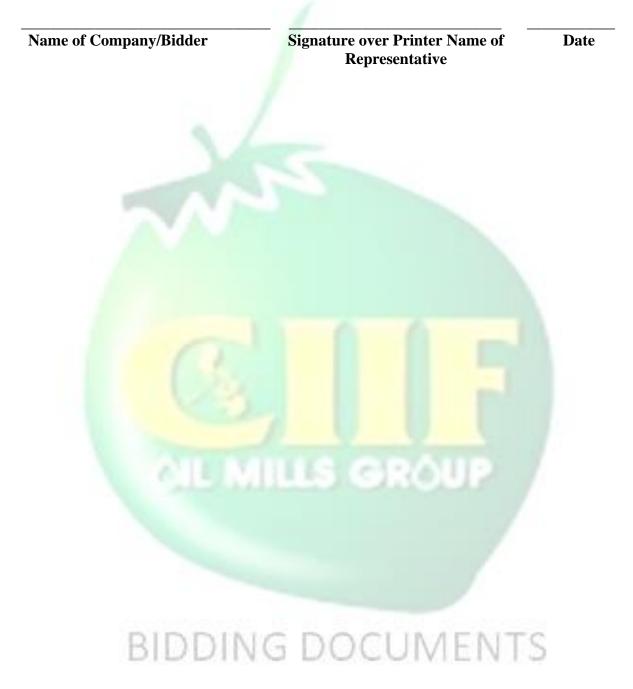
		-With Vaccination Card		
Stores Staff	STORES	-Graduate of any 4-year course		
		-With at least 6 months		
		relevant job experience		
		-With Vaccination Card		
Accounting Staff	FINANCE	-Graduate of BS in		
		Accountancy		
		-With 2 years relevant job		
		experience		
		-With Vaccination Card		
Utility Worker	HR/ADMIN	-At least High School		
		Graduate		
		-With at least 6 months		
		relevant job experience		
		-With Vaccination Card		
Driver	A Description of the	-At least High School		
		Graduate		
		-With Professional Driver		
		Licensed (Restriction Code 1,2		
		& 8)		
		-With 1-year relevant job		
		experience		
		-With Vaccination Card		
Carpenter	ANNUAL	-Graduate of 2-year vocational		
	SHUTDOWN	course		
	MAINTENANCE	-With 2-years relevant job		
		experience		
Mason		-With NC II TESDA		
		Certificate		
	ALC: YES & -	-With Vaccination Card		
Helper		-At least High School		
1		Graduate		
		-With Vaccination Card		
	COPRA BUYING STATION			
Laborer		-At least High School		
		Graduate		
	and the second second	-With Vaccination Card		
Sampler	DINCO	-At least High School		
	DING D	Graduate		
		-With at least 6 months		
		relevant experience		
		-With Vaccination Card		

ı ——	
	.2 The regular casual (skilled and unskilled) personnel assigned by the Manpower Service Provider shall render at least eight (8)- hour work per day, six (6) days a week (Monday to Saturday) in accordance with the scope of service/work, standards, approved manpower compliment. No overtime pay shall be allowed
1	 except upon prior approval of the PE's authorized representative. .3 On-call (skilled and unskilled) personnel assigned by the Manpower Service Provider shall render at least eight (8) hour work per day but no regular work schedule in accordance with the scope of service/work, standards, approved manpower compliment. No overtime pay shall be allowed except upon prior approval of the PE's authorized representative.
	.4 In the event of resignation, termination, absence with or without authorized leave of the personnel, the Service Provider undertakes to deploy a substitute/replacement immediately, without need of demand from the GRANEX. In case of failure of the Service Provider to comply with this provision, GRANEX has the right to deduct the corresponding payment from the monthly billing.
	 .5 The Manpower Service Provider shall endorse and submit the names and information of the sixty-five (65) regular casual and one hundred sixty-one (161) on-call personnel that will be deployed in each location. .6 The Service Provider shall be responsible in supervising and monitoring its employees to ensure that they efficiently perform their duties and responsibilities as herein indicated; .7 The Service Provider shall always ensure that all the tools and equipment as required in the contract be available for use and that there will be no delays in the provision of services such as
The S throu No. 2	general cleaning and maintenance. (Please see Annex "I") DRMANCE ASSESSMENT Service Provider shall maintain satisfactory level of performance ghout the duration of the contract as prescribed in GPPB Resolution 24-2007 dated September 28, 2007. The performance assessment be done every six (6) months.
The T terms manp	VICAL CAPABILITIES Fechnical Proposal of prospective bidders shall also be evaluated in of the Bidders' technical competence to deliver efficient and quality ower services to the PROCURING ENTITY prescribed in the B Resolution No. 24-2007 (September 28, 2007).

1	4. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER
	4.1. Provide and deliver, at its own expense all the required services,
	personnel, supplies/materials; equipment and tools as indicated in Table
	1 - Schedule of Requirements to the GRANEX at the start of operations,
	without need for demand (Please see Annex "I");
	4.2. Manpower Service Provider shall ensure that all personnel are to be
	provided with proper uniforms and paraphernalia, and other related
	equipment in accordance with SCC (under GCC Clause1);
	4.3. The Service Provider shall be held responsible for any
	damage/destruction to any office furniture and fixtures, equipment, and
	plumbing fixtures due to the fault or negligence of its personnel.
	4.4. Observe office rules and regulations prescribed by the GRANEX
	including subjecting all employees to appropriate security inspection
	every time they enter and leave the premises.
	4.5. The Service Provider shall comply with existing applicable labor laws,
	rules and regulations and warrant the payment of salaries and allowances
	•
	5. Provide for the increase or decrease on the number of personnel as required
	ord if (EAR whilm two high four (2.1) hours from receipt of the notification.
	6 WADDANTY
	any claim for social security benefits, unpaid wages, vacation leave
	 to its personnel within the legal rates provided under applicable laws, rules and regulations 4.6. Statutory increase in salaries, allowances, benefits, additional compensation shall be borne by GRANEX but the agency fee shall not be included in the computation of the increase. 4.7. Require their employees to always wear the prescribed uniform, identification card and safety gadgets. 4.8. The Service Provider must provide all necessary equipment and/or transportation services, if necessary, to its personnel in case of community emergencies or calamities to continuously provide its service to GRANEX. 5. Provide for the increase or decrease on the number of personnel as required by the GRANEX from time to time as the need arises. Likewise, the Service Provider shall change or relieve from duty any personnel assigned to GRANEX within twenty-four (24) hours from receipt of the notification. 6. WARRANTY The Service Provider warrants that it shall strictly conform to the terms and conditions of the contract. The Service Provider shall comply with the laws governing employees' compensation, labor standards and other laws, rules and regulations applicable to its personnel employed by the Service Provider on account of the contracted services. The Service Provider warrants to be held and solely liable for the enforcement of and/or compliance with all labor and social legislations as well as other pertinent laws and/or regulations and those that may be enacted thereafter. The Service Provider undertakes to render free and harmless the GRANEX, its officers, employees and representatives from any demand, suit or course of action whether judicial or extra judicial, any claim for social security benefits.

5	 with pay, sick leave with pay, terminal pay, overtime pay, claims for injuries/death, as a result of any untoward incident while in the employment of the Service Provider which may be filed by employees of the Service Provider while in the discharge of their normal duties outlined herein, meal allowance, medication and hospitalization of employees. It is understood that all such claims shall be for the exclusive account of the Service Provider. The Service Provider warrants to bind itself to save and hold harmless the GRANEX or any of its officials, employees and/or representatives from any responsibility for any personal injury or damage, including death, sustained by Service Provider's personnel or caused by any of its personnel during lawful performance of their duties or while within the premises of the GRANEX except where GRANEX is at fault.
DOCUM	ENTARY REQUIREMENTS
DOCUM	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.
Certificat	e of Pending / No Pending Labor Standard Violations/Cases or
	e issued by:
	ational Labor Relations Commission (NLRC) having jurisdiction over
	e principal office address of the prospective bidder; and
	epartment of Labor and Employment (DOLE) having jurisdiction over
	e principal office address of the prospective bidder.
Certificat	e must be issued within six (6) months from the date of bid opening.
	l Existing Department of Labor and Employment (DOLE) DO174 - e of Registration
	Company Profile and Organizational Structure of the Service Provider the names of its Key Agency Officers.
	e of Satisfactory Performance from at least Three (3) previous clients at Three (3) years, signed by the client's authorized representative;
supplies, agreeme the req contract	ent/Paraphernalia to be supplied by Manpower Provider (For Other /Equipment/Paraphernalia not yet available or under purchase nt, attach Notarized Letter of Commitment from Supplier to supply uired Other supplies/Equipment/Paraphernalia if awarded the b;
Health issued w the appr	Development and Mutual Fund (HDMF/Pag-IBIG) and Philippine Insurance Commission (PhilHealth) Clearance and/or Certificate ithin three (3) months from the date of the opening of bids, issued by opriate government agency where the principal place of business of bective bidder is located;
•	Copy of Bank Guarantee or Cash Deposit Certificate of not less than lion Pesos (P2,000,000);

I hereby certify to comply with all the above Technical Specifications.



Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the bidder "passed" in relation to the eligibility and technical documents in the first envelope.

BIDDING 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, 4th Floor Palacio del Gobernador General Luna St., Intramuros, Manila, on October 18, 2023, not later than 10:00M. 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) in accordance with Section 8.5.2 of the IRR;

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 (See Annex "E"); <u>and</u>
- (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 (See Annex "F"); and
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration (Annex "A"); <u>and</u>
- (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) <u>and</u> 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 (Annex "B").
- (g) <u>Others:</u>

1. Certificate of pending / no pending labor standards violations/ case/s or Clearance issued by:

1.1 National Labor Relations Commission (NLRC) having jurisdiction over the principal office address of the prospective bidder; and

1.2. Department of Labor and Employment (DOLE) having jurisdiction over the principal office address of the prospective bidder.

Certificate must be issued within six (6) months from submission and receipt of bids.

2. Valid and Existing Department of Labor and Employment (DOLE) DO174 - Certificate of Registration

3. Bidder's Company Profile and Organizational Structure of the Service Provider indicating the names of its Key Agency Officers

<u>4. Certificate of Satisfactory Performance from at least Three (3) previous clients for the last Three (3) years, signed by the client's authorized representative;</u>

5. Certificate of Availability of the required Other Supplies/ Equipment/Paraphernalia to be supplied by Manpower Service Provider (For Other supplies/Equipment/Paraphernalia not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required Other supplies/Equipment/Paraphernalia if awarded the contract)

6. Home Development and Mutual Fund (HDMF/Pag-IBIG) and Philippine Health Insurance Commission (PhilHealth) Clearance and/or Certificate issued within three (3) months from the date of the opening of bids, issued by the appropriate government agency where the principal place of business of the prospective bidder is located;

7. Original copy of bank guarantee or cash deposit certification of at least Two Million Pesos (PHP2,000,000.00)

<u>Financial Documents</u>

(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. (See Annex "H")

Class "B" Documents

(i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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

- (j) Original of duly signed and accomplished Financial Bid Form (See Annex "C"); <u>and</u>
- (k) Original of duly signed and accomplished Price Schedule(s) (See Annexes "D1" to "D3").

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

(1) [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.

(m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

BIDDING DOCUMENTS

OIL MILLS GROUP

Section IX. Bidding Forms



Annex "<u>A</u>"

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/MUNICIPALITY 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]



BIDDING DOCUMENTS

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]

BIDDING DOCUMENTS

IL MILLS GROUP

Annex "<u>C</u>"

Bid Form for the Procurement of Goods (shall be submitted with the Bid) FINANCIAL BID FORM

Date: ______ Invitation to Bid No:_____

To: (name and address of Procuring Entity)

Having examined the Philippine Bidding Documents (PBDs) for the "**Procurement of Manpower Services for Granexport Manufacturing Corporation**" including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver to (name of Procuring Entity), our services in conformity with the said Bidding Documents.

Procurement of Manpower Services for:	Bid (in words)	Bid (in Php)
Granexport Manufacturing		
Corporation		
Total Bid		

(The Financial Bid shall include an Administrative Fee of not less than 10% but not more than Nineteen (19%) pursuant to existing laws)

Note: 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: [government 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:

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

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:	
BIDDING DOCL	IMENTS
	VIVILINI Q

Annex "<u>D-1</u>"

Locati	Dn	REGION X- NORTH	IERN MINDANAO
Catego	ry	Skilled	Unskilled
No. of	Personnel	31	93
Daily	Rate	(Minimum Wage + not more than 20% premium)	(Minimum Wage)
	days per month	26.08	26.08
	days per year	313	313
	month required	12	12
PART	A. LABOR COST		
I.	Amount of compensation directly paid to employee		
	a.) Basic Monthly Salary (DR x no. of days per year / 12)		
	b.) 13th Month Pay (BS/12)		
	c.) 5 days Service Incentive Leave (SIL) (DR x 5/12)		
	d.) Separation Pay (BMS/2/12)		
	e. Sub-total (Sum of a,b, c, and d)		
II.	Amount of Mandatory Contributions to the Government		
	a.) SSS Contribution*		
	b.) SSS Provident Share*		
	c.) SSS EC*		
	d.) Philhealth Contribution**		
	e.) Pag ibig Contribution		
	f. Sub-total (Sum of a,b,c,d and e)		
III.	Total Amount to Employee and Government		
IV.	Add: Administrative Fee		
V.	Total Amount (Items III and IV)		
VI.	Add: Value-Added Tax (12% of item V)		
VII.	Total Monthly Rate per Head		
	No. of personnel		Second
VIII.	Total Monthly Rate (Item VII No. of personnel)		
	No. of months required		and the second se
IX.	Total Cost for Par <mark>t A</mark>		
GRAN	ID TOTAL		

ADD:

I.	Overtime		
	b.1) Regular Overtime		
	(maximum of 34.7 hrs/month/personnel)***		
	(BMS/26.08/8hours x 1.25 OT Premium x 34.7 hours)		
	b.2) Night Differential		
	(maximum of 69.5hrs/month/personnel)***		
	(BMS/26.08/8hours x .10ND Premium x 69.5 hours)		
II.	Total (b.1 + b.2)		
III.	Add Administrative Fee		
IV.	Total items II and III		12
V.	Add: Value Added Tax (12% of item V)		
	No. of personnel		
VI.	Total Monthly Rate (Item VII No. of Personnel)		
	No. of months required	VALUA	CALCO
VII.	Total Cost for Part B	N N U V	CIVID
GRA	ND TOTAL		100 C

TOTAL CONTRACT AMOUNT (A+B)

Note:

* Please refer to the SSS Contribution Schedule (see SSS Circular No. 2020-033 - b and RA No. 11199) Basic + Earnings (Gross Pay)

** Use 4% as the premium rate basis

*** Overtime = (BMS/26.08days/8hrsx1.25 OT Premium x 34.7hrs)

**** Night Differential = (BMS/26.08days/8hrs x 0.10 ND Premium x 69.5hrs)

***** Actual Overtime and Night Differential will still be added to the billing

Annex "D-1.1"

(for Shutdown)

Locati	on	REGION X- NORTH	ERN MINDANAO
Catego	bry	Skilled	Unskilled
No. of	Personnel	61	29
Daily	Rate	(Minimum Wage + not more than 20% premium)	(Minimum Wage)
No. of	days per month	26.08	26.08
No. of	days per year	313	313
No. of	month required	1	1
PART	A. LABOR COST		
I.	Amount of compensation directly paid to employee		
	a.) Basic Monthly Salary (DR x no. of days per year / 12)		
	b.) 13th Month Pay (BS/12)		
	c.) 5 days Service Incentive Leave (SIL) (DR x 5/12)		
	d.) Separation Pay (BMS/2/12)		
	e. Sub-total (Sum of a,b, c, and d)		
II.	Amount of Mandatory Contributions to the Government		
	a.) SSS Contribution*		
	b.) SSS Provident Share*		
	c.) SSS EC*		
	d.) Philhealth Contribution**		
	e.) Pag ibig Contribution		
	f. Sub-total (Sum of a,b,c,d and e)		
III.	Total Amount to Employee and Government		
IV.	Add: Administrative Fee		
V.	Total Amount (Items III and IV)		
VI.	Add: Value-Added Tax (12% of item V)		and the second se
VII.	Total Monthly Rate per Head		
	No. of personnel		
VIII.	Total Monthly Rate (Item VII No. of personnel)		
	No. of months required		
IX.	Total Cost for Par <mark>t A</mark>		
GRAN	ND TOTAL		

ADD:

I.	Overtime
	b.1) Regular Overtime
	(maximum of 34.7 hrs/month/personnel)***
	(BMS/26.08/8hours x 1.25 OT Premium x 34.7 hours)
	b.2) Night Differential
	(maximum of 69.5hrs/month/personnel)***
	(BMS/26.08/8hours x .10ND Premium x 69.5 hours)
II.	Total (b.1 + b.2)
III.	Add Administrative Fee
IV.	Total items II and III
V.	Add: Value Added Tax (12% of item V)
	No. of personnel
VI.	Total Monthly Rate (Item VII No. of Personnel)
	No. of months required
VII.	Total Cost for Part B
GRA	ND TOTAL

TOTAL CONTRACT AMOUNT (A+B)

Note:

* Please refer to the SSS Contribution Schedule (see SSS Circular No. 2020-033 - b and RA No. 11199) Basic + Earnings (Gross Pay)

** Use 4% as the premium rate basis

*** Overtime = (BMS/26.08days/8hrsx1.25 OT Premium x 34.7hrs)

**** Night Differential = (BMS/26.08days/8hrs x 0.10 ND Premium x 69.5hrs)

***** Actual Overtime and Night Differential will still be added to the billing

Annex "<u>D-2</u>"

Loca	tion	REGION IV-N	/IMAROPA	
Cate	gory	Skilled Unskilled		
No. c	of Personnel	-	11	
Daily	Rate	(Minimum Wage + not more than 20% premium)	(Minimum Wage)	
No. c	of days per month	26.08	26.08	
	of days per year	313	313	
No. c	of month required	12	12	
PAR'	T A. LABOR COST			
I.	Amount of compensation directly paid to employee			
	a.) Basic Monthly Salary (DR x no. of days per year / 12)			
	b.) 13th Month Pay (BS/12)			
	c.) 5 days Service Incentive Leave (SIL) (DR x 5/12)			
	d.) Separation Pay (BMS/2/12)			
	e. Sub-total (Sum of a,b, c, and d)			
II.	Amount of Mandatory Contributions to the Government			
	a.) SSS Contribution*			
	b.) SSS Provident Share*			
	c.) SSS EC*			
	d.) Philhealth Contribution**			
	e.) Pag ibig Contribution			
	f. Sub-total (Sum of a,b,c,d and e)	_		
III.	OVERTIME PAY			
	a.) Regular Overtime (maximum of 4 hrs/day)***			
	b.) Night Differential (maximum of 8 hrs/day) ****			
	c. Sub-total (Sum of a and b)*****			
IV.	Total Amount (Items I, II and III)			
V.	Add: Administrative Fee			
VI.	Total Amount (Items IV and V)			
VII.	Add: Value-Added Tax (12% of item VI)	(4) (1) (2)	2	
VIII.	Total Monthly Rate per Head			
	No. of personnel			
IX.	Total Monthly Rate (Item VII No. of personnel)			
	No. of months required			
X.	Total Cost for Part A			
GRA	ND TOTAL			

Note:

* Please refer to the SSS Contribution Schedule (see SSS Circular No. 2020-033 - b and RA No. 11199) Basic + Earnings (Gross Pay)

CUMENTS

** Use 4% as the premium rate basis

*** Overtime = (BMS/26.08days/8hrsx1.25 OT Premium x 34.7hrs)

**** Night Differential = (BMS/26.08days/8hrs x 0.10 ND Premium x 69.5hrs)

*****Actual Overtime and Night Differential will still be added to the billing

Locat	ion	REGION IX- ZAMBO	ANGA PENINSULA	
Categ	ory	Skilled Unskilled		
	f Personnel	-	1	
Daily	Rate	(Minimum Wage + not more than 20% premium)	(Minimum Wage)	
	f days per month	26.08	26.08	
	f days per year	313	313	
	f month required	12	12	
DADT	A. LABOR COST			
I.	Amount of compensation directly paid to employee			
<u> </u>	a.) Basic Monthly Salary (DR x no. of days per year / 12) b.) 13th Month Pay (BS/12)			
	c.) 5 days Service Incentive Leave (SIL) (DR x 5/12)			
	d.) Separation Pay (BMS/2/12)			
	e. Sub-total (Sum of a,b, c, and d)			
II.	Amount of Mandatory Contributions to the Government			
11.	a.) SSS Contribution*			
	b.) SSS Provident Share*			
	c.) SSS EC*			
	d.) Philhealth Contribution**			
	e.) Pag ibig Contribution			
	f. Sub-total (Sum of a,b,c,d and e)			
III.	OVERTIME PAY			
111.	a.) Regular Overtime (maximum of 4 hrs/day)***			
	b.) Night Differential (maximum of 8 hrs/day) ****			
	c. Sub-total (Sum of a and b)*****			
IV.	Total Amount (Items I, II and III)			
V.	Add: Administrative Fee			
VI.	Total Amount (Items IV and V)			
VII.	Add: Value-Added Tax (12% of item VI)	100 A 11	1	
VIII.			7 · · · · · ·	
	No. of personnel			
IX.	Total Monthly Rate (Item VII No. of personnel)			
	No. of months required			
Х.	Total Cost for Part A			
GRA	ND TOTAL			

Note:

* Please refer to the SSS Contribution Schedule (see SSS Circular No. 2020-033 - b and RA No. 11199) Basic + Earnings (Gross Pay)

CUMENTS

** Use 4% as the premium rate basis

*** Overtime = (BMS/26.08days/8hrsx1.25 OT Premium x 34.7hrs)

**** Night Differential = (BMS/26.08days/8hrs x 0.10 ND Premium x 69.5hrs)

*****Actual Overtime and Night Differential will still be added to the billing

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

NAME OF CONTRACT TO BE BID: <u>PROCUREMENT OF MANPOWER SERVICES</u> FOR GRANEXPORT MANUFACTURING CORPORATION

This is to certify that ______ has the following ongoing government and private contracts including contracts awarded but not yet started within the last five (5) years:

Name of the	Date of	Contract	Owner's	Kind	Amount	Value of	Date of
Contract	the	Duration	Name &	of	of	Outstanding	Delivery
	Contract		Address	Goods	Contract	Contract	
I.GOVERNMENT							
			-				
II. PRIVATE	1						
	1 A						

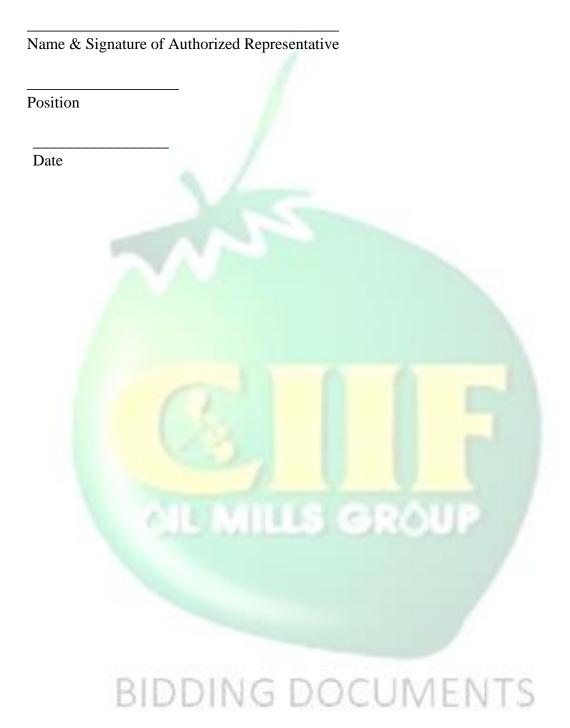
INSTRUCTIONS:

- a. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be 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.

Note: The supporting documents stated below shall be presented during the postqualification. Failure to comply shall be grounds for the disqualification of the bidder:

- 1. Notice of Award or any equivalent document;
- 2. Notice to Proceed or any equivalent document; and
- 3. Other supporting documents

CERTIFIED CORRECT:



ANNEX "<u>F</u>"

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

NAME OF CONTRACT TO BE BID: <u>PROCUREMENT OF MANPOWER SERVICES FOR</u> <u>GRANEXPORT MANUFACTURING CORPORATION.</u>

This is to certify that ______ has the following Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least Fifty Percent (50%) of the Approved Budget to the Contract (ABC) 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)
				6			

Instructions:

- a. Cut-off date: The day before the deadline of submission and opening of bids.
- b. In the column for "End-user's Acceptance", indicate the date of acceptance or Official Receipt(s)

A 100

CUMENTS

c. or Sales Invoice.

Note: The supporting documents stated below shall be presented during the postqualification. Failure to comply shall be grounds for the disqualification of the bidder.

- 1. Contract or Purchase Order;
- 2. Sales Invoice; and
- 3. Certificate of Performance/Acceptance

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

ANNEX "<u>G</u>"

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. <u>Winning</u> <u>bidder agrees that</u> <u>additional contract documents or</u> <u>information prescribed by the GPPB</u> that are subsequently <u>required for submission after the contract execution, such as</u> <u>the Notice to Proceed, Variation Orders, and</u> <u>Warranty</u> <u>Security, shall likewise form part of the Contract.</u>
- 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 Sign<mark>atory's Legal Capacity]</mark> for:

[Insert Procuring Entity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

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

BIDDING DOCUMENTS

ANNEX "<u>H</u>"

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

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

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

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

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by 15	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted By:

Name of the Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Annex <u>"I-1"</u>

GRANEX PLANT

POSITION	LOCATION	QUALIFICATION	TO BE PROVIDED BY THE AGENCY
Heavy Equipment Operator		-At least High School Graduate -With Professional Driver Licensed (Restriction Code 1,2 & 8) -With 1-year relevant job experience -With NC II TESDA Certificate	Uniform*/Safety Shoes/Hard Hat/Reflectorized vest
	0	-With Vaccination Card	
Laborer	WAREHOUSING/ TERMINAL	-At least High School Graduate -With Vaccination Card	Gloves/Uniform*/Safety Shoes/Hard Hat
Switchroom Operator		-At least High School Graduate -With 1-year relevant job experience -With NC II TESDA Certificate -With Vaccination Card	Uniform*/Safety Shoes/Hard Hat/Reflectorized Vest
BI Watchman	DDING D	-At least High School Graduate -With 1-year relevant job experience -With NC II TESDA Certificate -With Vaccination Card	Gloves**/Uniform*/Safety Shoes

Reliever (Terminal Staff/Weigher)		-At least High School Graduate -With Vaccination Card	Uniform*/Safety Shoes/Rubber boots
Convoy		-At least High School Graduate -With Vaccination Card	Uniform*/Rubber Boots (White)/Safety Shoes/Hard Hat/Reflectorized Vest
Copra Sampler	FOB LOADING TEAM	-At least High School Graduate -With at least 6 months relevant experience -With Vaccination Card	Gloves**/Uniform*/Safety Shoes/Hard Hat
Copra Sampler Copra Checker	R&D and QA/QC	-At least High School Graduate -With at least 6 months relevant experience -With Vaccination Card	Gloves**/Uniform*/Safety Shoes/Hard Hat
Filterman (CNO/ Cochin)	MANUFACTURING	-At least High School Graduate -With at least 6 months relevant experience -With Vaccination Card	Uniform*/Safety Shoes/Hard Hat/Gloves**
Bl	DDING D	-At least High School graduate -With Vaccination Card	Uniform*/Safety Shoes/Hard Hat/Safety Mask

Heavy Equipment Operator		-At least High School Graduate -With Professional Driver Licensed (Restriction Code 1,2 & 8) -With 1-year relevant job experience -With NC II TESDA Certificate -With Vaccination Card	Uniform*/Safety Shoes/Reflectorized Vest/Industrial/Hard hat
Acidulation Operator		-At least High School graduate -With 1-year relevant experience -With NCII certificate - With Vaccination Card	Uniform*/Safety Shoes/Reflectorized Vest/Industrial/Hard hat
Bobcat Operator		-At least High School graduate -With 1-year relevant experience -With NCII TESDA certificate - With Vaccination Card	Uniform*/Safety Shoes/Reflectorized Vest/Industrial/Hard hat
Industrial Mechanic			
Industrial Electrician		-Graduate of 2-year vocational course	Industrial gloves**/Uniform*/Safety
Welder BI	MAINTENANCE	-With 2-years relevant job experience -With NCII TESDA	Shoes/Voltage Tester/Hard Hat
Machinist		certificate -With Vaccination Card	

Automotive Electrician			
Automotive Mechanic	1		
Pollution Control Staff	25	-Graduate of any 4- year course -With 1-year relevant job experience in manufacturing -With Vaccination Card	Uniform*/Safety Shoes/Reflectorized Vest/Industrial/Hard hat
Wastewater Treatment Operator	SAFETY/PCO	-At least High School graduate -1-year relevant job experience in manufacturing -With Vaccination Card	Uniform*/Safety Shoes/Reflectorized Vest/Industrial/Hard hat
Laborer		-At least High School graduate -With Vaccination Card	Uniform*/Safety Shoes/Hard Hat
Heavy Equipment Operator	DDING	-At least High School Graduate -With Professional Driver Licensed (Restriction Code 1,2 & 8) -With 1-year relevant job experience -With NC II TESDA Certificate -With Vaccination Card	Uniform*/Safety Shoes/Hard Hat/Reflectorized vest

Tolling/ Documentation Staff	COPRA BUYING	-At least High School graduate -With Professional Driver Licensed (Restriction Code1,2 & 4) -With 1-year relevant job experience -With Vaccination Card	Uniform*/Safety Shoes
Store Personnel	STORES	-Graduate of any 4- year course -With 6 months relevant job experience -With Vaccination Card	Uniform*/Safety Shoes
Accounting Staff	FINANCE	-Graduate of BS in Accountancy -With 2 years relevant job experience -With Vaccination Card	Uniform*
Utility Worker		-At least High School graduate -With 6 months relevant job experience -With Vaccination Card	Mop/Broom/Dustpan/Floor Polisher/Black Rubber Boots
Driver	hr/admin DDING [-At least High School graduate -With Professional Driver Licensed (Restriction Code1,2 & 4) -With 1-year relevant job experience -With Vaccination Card	Uniform*

Carpenter		-Graduate of 2-year vocational course -With 2-years relevant job experience -With NC II TESDA	Industrial gloves**/Uniform*/Safety Shoes/ Hard Hat
Mason	ANNUAL SHUTDOWN MAINTENANCE	Certificate -With Vaccination Card	Shoes Hard Har
Helper	15	-At least High School graduate -With Vaccination Card	Uniform*/Safety Shoes/Hard Hat

• Uniform – White T-Shirt with Company Logo ** Gloves – Maong Type/Welding Type



BIDDING DOCUMENTS

Annex <u>"I-2"</u>

GRANEX COPRA BUYING STATION

POSITION	LOCATION	QUALIFICATION	TO BE PROVIDED BY THE AGENCY
Laborer	No.	-At least High School graduate -With Vaccination Card	Uniform*/Safety Shoes/Hard Hat/Safety Mask
Copra Sampler	Ces	-At least High School Graduate -With at least 6 months relevant experience -With Vaccination Card	Gloves/Uniform*/Safety Shoes

• Uniform – White T-Shirt with Company Logo

BIDDING DOCUMENTS

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Annex "]"

Name of Project : Procurement of Manpower Services for San Pablo Manufacturing Corporation and Legaspi Oil Company, Inc.

Approved Budget for the Contract (ABC) : ____

<u>CERTIFICATE OF AVAILABILITY OF REQUIRED OTHER</u> <u>SUPPLIES/EQUIPMENT/PARAPHERNALIA</u>

This is to certify that the herein listed equipment/paraphernalia, in operational and good condition, will be supplied to Coconut Industry Investment Fund - San Pablo Manufacturing Corporation for the **PROCUREMENT OF MANPOWER SERVICES FOR SAN PABLO MANUFACTURING CORPORATION AND LEGASPI OIL COMPANY, INC.**

ТҮРЕ	QUANTITY	REMARKS
A 10 1 10 10 10 10 10 10 10 10 10 10 10 1		

NOTE: For other supplies/Equipment/Paraphernalia not yet available or under purchase agreement, attach Notarized Letter of Commitment from Supplier to supply the required Other supplies/Equipment/Paraphernalia if awarded the contract.

Name of Bidder's or Manpower Service Provider

Bidder's/Manpower Service Provider's Authorized Representative (Signature over Printed Name)

Date

Section X. Appendix



BIDDING DOCUMENTS

Annex "K"

