

NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS)

Procurement of RBD Palm Oil Stearin for San Pablo Manufacturing Corporation

SPMC-NP-2FB-2023-006B



Table of Contents

Section I. Request for Quotation.....	4-7
Section II. Instructions to Suppliers.....	8-14
1. Scope of Bid	9
2. Funding Information.....	9
3. Negotiation Requirements	9
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	9
5. Eligible Bidders.....	10
6. Subcontracts	10
8. Pre-Negotiation Conference	10
9. Clarification and Amendment of Bidding Documents	10
10. Documents comprising the Bid: Eligibility and Technical Components	11
11. Documents comprising the Bid: Financial Component	11
12. Bid Prices	11
13. Bid and Payment Currencies	12
14. Bid Security	12
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	13
17. Opening and Preliminary Examination of Bids	13
18. Domestic Preference	13
19. Detailed Evaluation and Comparison of Bids	13
20. Post-Qualification	14
21. Signing of the Contract	14
Section III. Bid Data Sheet	15-17
Section IV. General Conditions of Contract	18-20
1. Scope of Contract	19
2. Advance Payment and Terms of Payment	19
3. Performance Security	19
4. Inspection and Tests	19
5. Warranty	20
6. Liabilities of the Security Provider	20
Section V. Special Conditions of Contract	21-25
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	27-29
Section VIII. Checklist of Technical and Financial Documents	30-32
Section IX Forms	
1. Price Quotation	Annex "A"

2. Price Schedule..... Annex "B"
3. Authority of Signatory (For Corporation)..... Annex "C"
4. Authority of Signatory (For Sole Proprietor/Partnership) Annex "D"
5. Bid Securing Declaration..... Annexes "E"
6. Omnibus Sworn Statement Annex "F"
7. Statement of Single Largest Completed Contract similar to the Contract to be Bid..... Annex "G"
8. Contract Agreement Annex "H"
9. NFCC Computation Annex "I"
10. Sworn Certification/Affidavit of Compliance with the Technical Specifications of RBD Palm Oil Stearin..... Annex "J"

Section X. Appendix

- Illustration of Sealing and Marking of Bids Annex "K"



Section I. Request for Quotation





Republic of the Philippines

Office of the President

COCONUT INDUSTRY INVESTMENT FUND OIL MILLS GROUP (CIIF-OMG)
(LEGASPI OIL COMPANY, INC., SAN PABLO 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

Request for Quotation No. **SPMC-NP-2FB-2023-006B**

Date of Posting: November 15, 2023

REQUEST FOR QUOTATION Procurement of RBD Palm Oil Stearin for San Pablo Manufacturing Corporation

1. The Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC), through the *2023 Corporate Budget* intends to apply the sum of **Ten Million Three Hundred Forty-Eight Thousand Eight Hundred Pesos (P10,348,800.00)** inclusive of all applicable government taxes being the ABC to payments under the contract for the Negotiated Procurement - Two Failed Biddings for the *Procurement of RBD Palm Oil Stearin for San Pablo Manufacturing Corporation*. Quotations received in excess of the ABC shall be automatically rejected.

The Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC), through the *2023 Corporate Budget* intends to apply the sum of:

Item	Particulars / Description	Quantity	ABC
1	RBD PALM OIL STEARIN	120,000 Kilograms	P10,348,800.00
Total			P10,348,800.00

2. With the approval of BAC Resolution Number SPMC-2023-021B-BAC1-01 declaring the 2nd Failure of Bidding and change of Mode of Procurement to Negotiated Procurement – Two Failed Biddings in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations (RIRR) of RA9184, the *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC)* now invites PhilGEPS registered, technically, legally, and financially capable suppliers to participate in the Negotiated Procurement for the above Procurement Project.
3. Delivery of the Goods is required by *December 2023*. Suppliers should have completed, within *Five (5) years* from the date of submission and receipt of quotations, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Suppliers).

4. The Bids and Awards Committee (BAC) will engage in negotiation with a sufficient number of suppliers to ensure effective competition. The selection of the successful offer will be based on the best and final offer that will be submitted on the specified date shown below, and which would meet the minimum technical specifications required.
5. The schedule of procurement activities is herein stated below:

ACTIVITIES	SCHEDULE	VENUE/MODE
1. Issuance and availability of Request for Quotation	November 15, 2023 to November 29, 2023 (9:00am to 5:00pm)	4F Palacio del Gobernador, General Luna St., Intramuros, Manila
2. Conduct of Pre-Negotiation Conference	November 22, 2023, 2:00pm	Through video conferencing via zoom application Meeting ID: 830 7903 9653 Passcode: 548855
3. Deadline for submission of quotation and documentary requirements	November 29, 2023, 3:30pm	4F Palacio del Gobernador, General Luna St., Intramuros, Manila
4. Opening of Quotations	November 29, 2023, 4:00pm	Through video conferencing via zoom application Meeting ID: 869 0282 5087

6. Interested Suppliers may obtain further information from the BAC Secretariat during office hours from Monday to Friday at 9:00am to 5:00pm.
7. A complete set of Set of Documents may be acquired by interested suppliers starting *November 15, 2023* from the given address and website(s) below *and upon payment of the applicable fee in the amount of **Twenty-Five Thousand Pesos (P25,000.00)***. The Procuring Entity shall allow the supplier to present its proof of payment for the fees *to be presented in person, by facsimile, or through electronic means*. Bidder/s may get the Negotiation Documents for free upon presentation of Official Receipt and proof that the latter previously submitted its bid for this project (Procurement of RBD Palm Oil Stearin – SPMC-2023-021/SPMC-2023-021B).
8. The offers/quotations must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before November 29, 2023 at 3:30PM. Late submission shall not be accepted.
9. All quotations must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITS** Clause 13.
10. Opening of quotations/proposals shall be on *November 29, 2023, 4:00PM* through hybrid set-up. Suppliers may be physically present at CIIF-OMG at the given address below and/or through video conferencing or webcasting *via Zoom Application*

(Meeting ID: 869 0282 5087). Quotations will be opened in the presence of the bidders' representatives who choose to attend the activity.

11. The *Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC)* reserves the right to reject any and all quotations, 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.
12. 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
13. You may visit the following websites:
For downloading of Negotiation Documents: www.ciif.ph

Originally Signed

AL MATTHEW P. UMALI
Chairperson, Bids and Awards Committee



Section II. Instructions to Suppliers

Notes on the Instructions to Suppliers

This Section on Instruction to Suppliers (ITS) provides the information necessary for suppliers to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on the submission, eligibility check, opening and evaluation of quotations/offers, post-qualification, and on the award of contract.



1. Scope of Quotation/Bid

The Procuring Entity, Coconut Industry Investment Fund - San Pablo Manufacturing Corporation (SPMC) wishes to receive quotations for the Procurement of RBD Palm Oil Stearin for San Pablo Manufacturing Corporation with identification number SPMC-NP-2FB-2023-006B.

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

Item	Particulars / Description	Quantity	ABC
1	RBD PALM OIL STEARIN	120,000 Kilograms	P10,348,800.00
Total			P10,348,800.00

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 2023 Corporate Budget in the amount of P10,348,800.00.

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed Corporate Operating Budget.

3. Negotiation Requirements

The Negotiated Procurement – Two Failed Biddings 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 **RFQ** by the BAC through the issuance of a supplemental or bid bulletin.

The Supplier, by the act of submitting its quotation, 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 Negotiation Documents or Request for Quotation.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the 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 Suppliers

- 5.1. Only Quotations of Suppliers 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 Supplier 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 twenty-five percent (25%) of the ABC (Expendable Supplies and Services)

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

6. Subcontracts

- 7.1 The Supplier 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.

7. Pre-Negotiation Conference

The Procuring Entity will hold a pre-negotiation 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 5 of the **RFQ**.

8. Clarification and Amendment of Bidding Documents

Prospective suppliers may request for clarification on and/or interpretation of any part of the Negotiation 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.

9. Documents comprising the Quotation: Eligibility and Technical Components

- 9.1. The first envelope shall contain the eligibility and technical documents of the Quotation as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 9.2. The Supplier's SLCC as indicated in **ITS** Clause 5.3 should have been completed within ***Five (5) years*** prior to the deadline for the submission and receipt of quotations.
- 9.3. If the eligibility requirements or statements, the quotations, 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.

10. Documents comprising the Quotations: Financial Component

- 10.1. The second envelope shall contain the financial documents for the quotation as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. If the Supplier claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Supplier in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 10.3. Any offer/quotation exceeding the ABC indicated in paragraph 1 of the **RFQ** shall not be accepted.
- 10.4. 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.

11. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

12. Bid and Payment Currencies

- 12.1 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.
- 12.2 Payment of the contract price shall be made in:
 - a. Philippine Pesos.

13. Bid Security

- 13.1 The Supplier shall submit a Bid Securing Declaration¹ 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**.
- 13.2 The Bid and bid security shall be valid until **March 28, 2024**. Any Quotation not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

¹ 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.

14. Sealing and Marking of Quotations

14.1. Each Supplier shall submit one copy of the first and second components of its Quotation.

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

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

15. Deadline for Submission of Quotations

15.1. The Suppliers shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 8 of the **RFQ**.

16. Opening and Preliminary Examination of Quotations

16.1. The BAC shall open the Quotations in public at the time, on the date, and at the place specified in paragraph 10 of the **RFQ**. The Suppliers' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the quotations 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.

16.2. The preliminary examination of quotations shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

17. Domestic Preference

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

18. Detailed Evaluation and Comparison of Quotations

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

- 18.2. If the Project allows partial quotations, suppliers 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 **ITS** Clause 14 shall be submitted for each lot or item separately.
- 18.3. 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 Supplier.
- 18.4. The Project shall be awarded as follows:
- One Project having several items that shall be awarded as one contract.*
- 18.5. Except for suppliers submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Quotations 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 Supplier. For suppliers 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 Supplier.

19. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Supplier of the notice from the BAC that it submitted the Lowest Calculated Bid, the Supplier 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**.

20. Signing of the Contract

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 ITS 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 ITS 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 ITS must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITS as necessitated by the circumstances of the specific procurement, must also be incorporated.



Bid Data Sheet

ITB Clause										
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <u>Supply and Delivery of Vegetable Oil and Fats.</u> b. Do not include contracts with CIIF Companies (Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. & San Pablo Manufacturing) c. Completed within Five (5) years prior to the deadline for the submission and receipt of quotations. 									
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than P206,976.00 [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P517,440.00 [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond. <p>NOTE: The above computation is for bid submissions covering all lots with the total ABC of Ten Million Three Hundred Forty-Eight Thousand Eight Hundred Pesos (P10,348,800.00). For purposes of 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 bids are submitted.</p> <p>The bid securities must be valid until <u>March 28, 2024.</u></p>									
15	<p>Each Supplier shall submit one (1) original, one (1) duplicate and one (1) PDF file in USB copies of the first (technical) and second (financial) components of its quotation. Documents to be submitted shall be properly tabbed and labeled.</p> <p>“Do not open before 4:00PM on November 29, 2023.</p>									
19.3	<p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be quoted, pursuant to Section 23.4.1.4 of the Revised IRR of RA No. 9184.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Item</th> <th style="text-align: center;">Particulars/Description</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>RBD PALM OIL STEARIN</td> <td style="text-align: right;">P10,348,800.00</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total</td> <td style="text-align: right;">P 10,348,800.00</td> </tr> </tbody> </table>	Item	Particulars/Description	ABC	1	RBD PALM OIL STEARIN	P10,348,800.00	Total		P 10,348,800.00
Item	Particulars/Description	ABC								
1	RBD PALM OIL STEARIN	P10,348,800.00								
Total		P 10,348,800.00								
20.2	<p>The supplier shall be required to submit the following eligibility documents during post-qualification:</p> <ol style="list-style-type: none"> a) Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); 									

	<p>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of submission of quotations.</p> <ul style="list-style-type: none"> 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: <p>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 supplier with the S/LCQ.</p>
21.1	<p>Documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 are as follows:</p> <ul style="list-style-type: none"> a) Contract Agreement; b) Winning bidder's quotation, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted; c) Performance Security; d) Notice of Award of Contract; and e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned: <p>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.</p>

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 Supplier from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Supplier 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	<p>The Supplier shall undertake the supply and delivery of RBD Palm Oil Stearin as herein mentioned, covering the period from December 2023 to June 2024</p> <p style="text-align: center;">For purposes of this clause, the Procuring Entities representative is:</p> <p style="text-align: center;">Jazzer Panganiban Mobile Number: 639431281302</p> <p>Delivery and Documents – (IF APPLICABLE)</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad:]</i> “The delivery terms applicable to the Contract are DDP delivered to Coconut Industry Investment Fund – San Pablo Manufacturing Corporation (SPMC) with business address at Cocomchem Agro-Industrial Park Special Economic Zone (CAIP-SEZ), Barangay San Antonio, San Pascual Batangas. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines:]</i> “The delivery terms applicable to this Contract are delivered to Coconut Industry Investment Fund</p> <p>- San Pablo Manufacturing Corporation (SPMC) with business address at Cocomchem Agro-Industrial Park Special Economic Zone (CAIP-SEZ), Barangay San Antonio, San Pascual Batangas. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Incidental Services -</p> <ol style="list-style-type: none"> a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; e) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this

Contract; and training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

Packaging –

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

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

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

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising

	from use of the Goods or any part thereof.
2.2	<p>Partial payment is allowed upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank in favor of the Procuring Entity. The advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount and shall remain valid until the goods are delivered and installed to be accompanied by a claim for advance payment (as stated in Annex "D" of IRR 2016 of RA9184).</p> <p>Payment shall be made Seven (7) days upon submission of the following:</p> <ol style="list-style-type: none"> 1. Sales Invoice; 2. Delivery Receipts; 3. Certificate of Acceptance and/or Receiving Report
4	<p>The inspections and tests that will be conducted are:</p> <p>Delivery of the product should be accompanied by the following documents:</p> <ol style="list-style-type: none"> 1. Valid Certificate of Analysis certified by the bidder's licensed chemist showing the batch code/identification, manufacturing date, expiration date, and compliance with the parameters required under the Technical Specifications; 2. Valid Halal Certificate issued by a recognized Third-Party Certifying Body with principal place of business in the Philippines. 3. Valid Kosher Certificate issued by a recognized Third-Party Certifying Body with principal place of business in the Philippines. 4. Shelf life of the product must not be less than 4.5 months. 5. No soya oil from the last three cargoes (tanker) 6. Certificate of Tanker Cleaning (if different commodity has been loaded from the last three cargoes) 7. Third-party Test Reports indicating compliance with the parameters required under the Technical Specifications (annual submission). <ol style="list-style-type: none"> a) Pesticide Residue Detection; b) Fatty Acid Content/Composition; 8. Contaminants; 9. HACCP Plan
5	<p>Warranty</p> <p>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.</p>

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

(This form itself must be submitted.)

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	RBD PALM OIL STEARIN	At least 20,000 Kg (minimum) to 30,000 Kg (maximum)	120,000 Kilograms	<p>Staggered delivery from December to April 2024.</p> <p>(1) The delivery must be made within fourteen (14) days upon receipt of Notice to Deliver.</p> <p>(2) Shelf Life:</p> <p>The expiration of the product must be at least (6) six months. However, during actual delivery, the remaining shelf life of the product must not be less than 4.5 months.</p>

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



Technical Specifications

(This form itself must be submitted.)

[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence.

Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

Item	Specification	Statement of Compliance																																		
1	<p style="text-align: center;"><u>RBD PALM OIL STEARIN</u></p> <p>Physical Test:</p> <table border="0"> <tr> <td style="padding-left: 40px;">Appearance</td> <td>White to off-white, semi-solid</td> </tr> <tr> <td style="padding-left: 40px;">Odor</td> <td>No off odor</td> </tr> <tr> <td style="padding-left: 40px;">Color, via Lovibond 5.25" cell</td> <td>2.0 Red, maximum</td> </tr> <tr> <td style="padding-left: 40px;">Moisture and Volatile Matter</td> <td>0.10%, maximum</td> </tr> <tr> <td style="padding-left: 40px;">Slip Melting Point</td> <td>52.0 to 53.0 °C</td> </tr> <tr> <td style="padding-left: 40px;">Melting Point</td> <td>54.0 to 56.0 °C</td> </tr> </table> <p>Chemical Tests:</p> <table border="0"> <tr> <td style="padding-left: 40px;">Free Fatty Acids as Oleic</td> <td>0.040%, maximum</td> </tr> <tr> <td style="padding-left: 40px;">Free Fatty Acids as Lauric</td> <td>0.036%, maximum</td> </tr> <tr> <td style="padding-left: 40px;">Iodine Value</td> <td>21.6 to 49.4 I₂/g</td> </tr> <tr> <td style="padding-left: 40px;">Peroxide value</td> <td>1.0% mEq/kg, maximum</td> </tr> <tr> <td style="padding-left: 40px;">Soap Content</td> <td>0 ppm</td> </tr> <tr> <td style="padding-left: 40px;">Tert-Butylhydroquinone Content</td> <td>Negative</td> </tr> </table> <p>Contaminants:</p> <table border="0"> <tr> <td style="padding-left: 40px;">Iron (Fe)</td> <td>1.0 mg/kg, maximum</td> </tr> <tr> <td style="padding-left: 40px;">Copper (Cu)</td> <td>0.05 mg/kg, maximum</td> </tr> <tr> <td style="padding-left: 40px;">Lead (Pb)</td> <td>0.1 mg/kg, maximum</td> </tr> <tr> <td style="padding-left: 40px;">Arsenic (As)</td> <td>0.1 mg/kg, maximum</td> </tr> <tr> <td style="padding-left: 40px;">Mercury (Hg)</td> <td>0.1 mg/kg, maximum</td> </tr> </table>	Appearance	White to off-white, semi-solid	Odor	No off odor	Color, via Lovibond 5.25" cell	2.0 Red, maximum	Moisture and Volatile Matter	0.10%, maximum	Slip Melting Point	52.0 to 53.0 °C	Melting Point	54.0 to 56.0 °C	Free Fatty Acids as Oleic	0.040%, maximum	Free Fatty Acids as Lauric	0.036%, maximum	Iodine Value	21.6 to 49.4 I ₂ /g	Peroxide value	1.0% mEq/kg, maximum	Soap Content	0 ppm	Tert-Butylhydroquinone Content	Negative	Iron (Fe)	1.0 mg/kg, maximum	Copper (Cu)	0.05 mg/kg, maximum	Lead (Pb)	0.1 mg/kg, maximum	Arsenic (As)	0.1 mg/kg, maximum	Mercury (Hg)	0.1 mg/kg, maximum	<p style="text-align: center;">State either “Comply” or “Not Comply”</p>
Appearance	White to off-white, semi-solid																																			
Odor	No off odor																																			
Color, via Lovibond 5.25" cell	2.0 Red, maximum																																			
Moisture and Volatile Matter	0.10%, maximum																																			
Slip Melting Point	52.0 to 53.0 °C																																			
Melting Point	54.0 to 56.0 °C																																			
Free Fatty Acids as Oleic	0.040%, maximum																																			
Free Fatty Acids as Lauric	0.036%, maximum																																			
Iodine Value	21.6 to 49.4 I ₂ /g																																			
Peroxide value	1.0% mEq/kg, maximum																																			
Soap Content	0 ppm																																			
Tert-Butylhydroquinone Content	Negative																																			
Iron (Fe)	1.0 mg/kg, maximum																																			
Copper (Cu)	0.05 mg/kg, maximum																																			
Lead (Pb)	0.1 mg/kg, maximum																																			
Arsenic (As)	0.1 mg/kg, maximum																																			
Mercury (Hg)	0.1 mg/kg, maximum																																			

Solid Fat Content by NMR, % - SFC, %	
Temperature, °C	Content
10	68.0 to 78.0%
20	54.0 to 68.0%
30	40.0 to 50.0%
40	27.0 to 37.0%
Fatty Acid Content, %	
Carbon No.	Content
C14 (myristic acid)	1.0 to 2.0%
C16 (palmitic acid)	48.0 to 74.0%
C18 (stearic acid)	3.9 to 6.0%
C18:1 (oleic acid)	15.5 to 36.0%
C18:2 (linoleic acid)	3.0 to 10.0%
C18:3 (linolenic acid)	ND to 0.5%
Shelf Life:	
The expiration of the product must be at least six (6) months. However, during actual delivery, the remaining shelf life of the product must not be less than four and a half (4-1/2) months	

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

Name of Company/Bidder

Signature over Printer Name of Representative

Date

***Section VIII. Checklist of Technical and
Financial Documents***



Checklist of Technical and Financial Documents

INSTRUCTIONS: The following required documents shall be accomplished, satisfied and submitted in chronological order to the BAC Secretariat, 4th Palacio del Gobernador, General Luna St., Intramuros, Manila, on November 29, 2023, not later than 3:30PM. Suppliers 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 including attachments thereto shall be initialed by the person signing the quotation.

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 Supplier's Single Largest Completed Contract (SLCC) similar to the contract to be quoted, 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 Negotiation Documents; (See Annex "G") **and**
- (c) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; (See Annex "E") **and**
- (d) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (e) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Supplier/Bidder. (See Annex "F") **and**
- (f) Others:
1. Affidavit of Compliance with Technical Specifications;
 2. Safety Data Sheet and Product Technical Sheet;
 3. Valid FDA Certificate (License to Operate);
 4. Valid Certificate of Product Registration issued by FDA;
 5. Allergen Statement, Non-GM/GE Origin Statement (Non-GMO)
 6. Certification issued by the bidder's licensed food technologist/Chemist or any competent personnel enumerating the processing aids and antioxidants constituting the RBD Palm Oil Stearin;

7. Method of production/process Flow (Methodology)

Financial Documents

- (g) The prospective supplier's computation of Net Financial Contracting Capacity (NFCC) or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
(See Annex "I")

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Request for Quotation Form (SEE Annex "A"); **and**
- (j) Original of duly signed and accomplished Price Schedule(s)
(SEE Annex "B");

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

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

Section IX. Forms



PRICE QUOTATION FORM

Date: _____

Request for Quotation No: _____

To: (name and address of Procuring Entity)

After having carefully read, examined and accepted the terms and conditions in the Negotiation Documents for the “**Procurement of RBD Palm Oil Stearin for San Pablo Manufacturing Corporation**” including the Supplemental or Bid Bulletin Numbers [insert numbers], hereunder is our price proposal for the lot identified below:

Item No.	Particulars/ Description	Price Offer (in Php) (VAT inclusive)
1	RBD PALM OIL STEARIN	

AMOUNT IN WORDS:

(VAT Inclusive)

The above-quoted price is inclusive of all costs and applicable taxes.

Very truly yours,

AUTHORIZED REPRESENTATIVE:

Signature: _____

Printed Name: _____

Company Name: _____

Legal Capacity: _____

Date: _____

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

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

AUTHORITY OF SIGNATORY

(For Corporation)

I, (Name of Corporate Secretary), legal age, Filipino, with business address at _____, after being duly sworn to in accordance with law do hereby depose and state:

That I am the duly elected Corporate Secretary of (Name of Corporation), a corporation duly organized and existing under and by virtue of applicable Philippine laws:

That at the special meeting of the Board of Directors of the said corporation, duly called and held at the principal office on (Date of Meeting) at which a quorum was presented and voting throughout the following resolution was unanimously approved to wit:

“RESOLVED, any of the following whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as attachment, is/are authorized to sign in behalf of the Corporation, to submit documents and represent solely for the purpose of complying with the **Negotiated Procurement-Two Failed Biddings for the Procurement of RBD Palm Oil Stearin for San Pablo Manufacturing Corporation.**

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIAL

IN WITNESS WHEREOF, I have hereunto affix my signature this ____ day _____ of _____ at _____.

PRINTED NAME/SIGNATURE
CORPORATE SECRETARY

SUBSCRIBED AND SWORN TO before me in the City of _____ this ____ day of _____ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

NOTARY PUBLIC

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

AUTHORITY OF SIGNATORY
(For Sole Proprietor/Partnership)

I, (Name of Owner/managing Partner), legal age, [Civil Status], Filipino, and residing at [address of affiant], after having been duly sworn to in accordance with law do hereby depose and state that:

1. I am the Sole Proprietor/Managing Partner of [Name of Supplier], with office address at [Address of Supplier];
2. As the Sole Proprietor/managing Partner of [Name of Supplier], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the **Negotiated Procurement-Two Failed Biddings for the Procurement of RBD Palm Oil Stearin for San Pablo Manufacturing Corporation;**
3. As the Sole Proprietor/Managing Partner of [Name of Supplier], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the **Negotiated Procurement-Two Failed Biddings for the Procurement of RBD Palm Oil Stearin for San Pablo Manufacturing Corporation.**

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIAL

IN WITNESS WHEREOF, I have hereunto affix my signature this ____ day _____ of _____ at _____.

PRINTED NAME/SIGNATURE

SUBSCRIBED AND SWORN TO before me in the City of _____ this ____ day of _____ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

NOTARY PUBLIC

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

Annex “E”

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Request for Quotation No.: SPMC-NP-2FB-2023-006

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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



Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Supplier], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the quotation, 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 quotation, 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 Supplier] 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 Supplier] 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 Supplier]* 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 Supplier]* 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 Supplier]* complies with existing labor laws and standards; and
8. *[Name of Supplier]* is aware of and has undertaken the responsibilities as a Supplier in compliance with the Negotiation Documents, which includes:
 - a. Carefully examining all of the Negotiation 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 quoted, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Supplier]* 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 SUPPLIER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

ANNEX “G”

STATEMENT OF THE SUPPLIER’S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

NAME OF CONTRACT TO BE QUOTED: PROCUREMENT OF RBD PALM OIL STEARIN FOR SAN PABLO MANUFACTURING CORPORATION

This is to certify that _____ has the following Single Largest Completed Contract (SLCC) similar to the contract to be quoted equivalent to at least Twenty-Five Percent (25%) 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)

Instructions:

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

Note: The supporting documents stated below shall be presented during the post-qualification. 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 “H”

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

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

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

<i>[Insert Name and Signature]</i>	<i>[Insert Name and Signature]</i>
<i>[Insert Signatory's Legal Capacity]</i>	<i>[Insert Signatory's Legal Capacity]</i>
for:	for:
<i>[Insert Procuring Entity]</i>	<i>[Insert Name of Supplier]</i>

Acknowledgment

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

ANNEX “I ”

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

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

**SWORN CERTIFICATION / AFFIDAVIT OF COMPLIANCE
WITH THE TECHNICAL SPECIFICATIONS
RE: RBD PALM OIL STEARIN FOR SAN PABLO
MANUFACTURING CORPORATION**

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

1. I am the President/Chief Executive Officer of [NAME OF BIDDER]. I have been duly authorized by the [NAME OF BIDDER]'s Board of Directors to execute this *Sworn Certification* on behalf of [NAME OF BIDDER], as shown by the secretary's certificate attesting to the board resolution that is attached hereto as **Annex “J”**.
2. In connection with the [NAME OF BIDDER]'s bid for the “RBD Palm Oil Stearin for San Pablo Manufacturing Corporation (SPMC-NP-2FB-2023-006B)” (“Project”), I hereby attest on behalf of [NAME OF BIDDER] that:
 - 2.1. [NAME OF BIDDER] represents and warrants that the RBD Palm Oil Stearin for San Pablo Manufacturing Corporation to be supplied by [NAME OF BIDDER] complies with the specifications under the Philippine Bidding Documents;
 - 2.2. [NAME OF BIDDER] recognizes and accepts that compliance with the representation and/or warranty expressed in Clause 2.1 of this *Sworn Certification* is a continuing requirement. Should it be awarded the Contract for the Project, [NAME OF BIDDER] binds itself that it shall continue to comply with the said representation and/or warranty until the [NAME OF BIDDER] has completely

delivered to San Pablo Manufacturing Corporation the One Hundred Twenty Thousand Kilograms (120,000 Kg) of RBD Palm Oil Stearin being contemplated by the Philippine Bidding Documents;

2.3. [NAME OF BIDDER] shall strictly comply with terms of the Philippine Bidding Documents and the corresponding Bid Bulletins that may be issued in connection therewith;

2.4. Without prejudice to the other remedies that are available to **SAN PABLO MANUFACTURING CORPORATION**, [NAME OF BIDDER] unconditionally accepts that its failure to comply with any of the undertakings mentioned herein, or the falsity of the information provided above, will result in the forfeiture of its bid security/performance bond in favor of **SAN PABLO MANUFACTURING CORPORATION**; and

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

3. I am executing this *Sworn Certification/Affidavit of Compliance with the Technical Specifications* to attest to the truth of the foregoing.

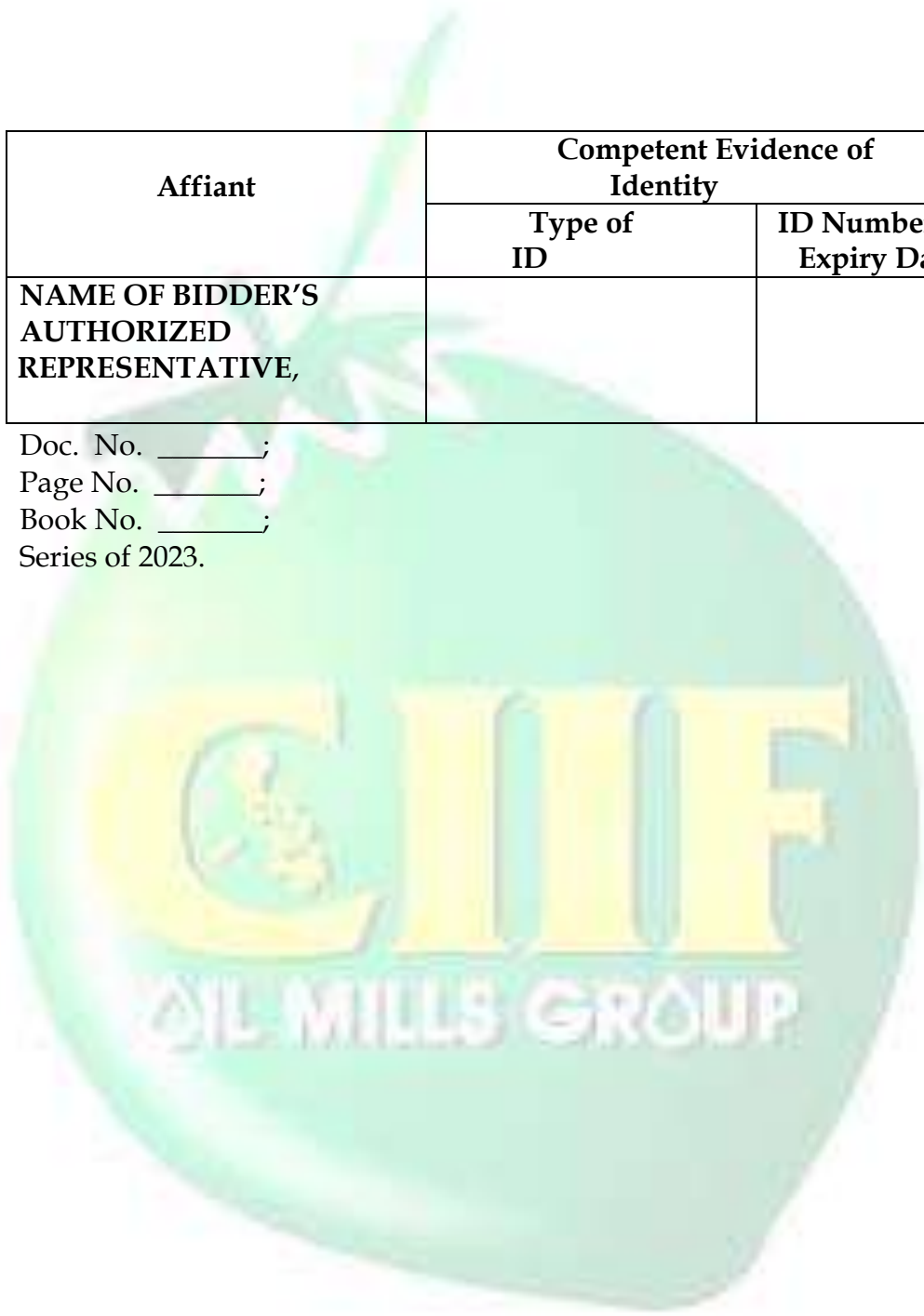
IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2023 in _____.

**[NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE],**
Affiant

SUBSCRIBED AND SWORN to before me this __ day of _____
 2023 in _____, affiant, who is personally known to me, exhibiting to
 me the following:

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

Doc. No. _____;
 Page No. _____;
 Book No. _____;
 Series of 2023.



Section X. Appendix



Annex “K”

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

