## NEGOTIATED PROCUREMENT (TWO FAILED BIDDINGS)

Procurement of Rewinding Services of Various Electric Motors for Granexport Manufacturing Corporation

GMC-NP-2FB-2024-008

OIL MILLS GROUP

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### Section I. Request for Quotation





#### Republic of the Philippines

#### Office of the President





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

Request for Quotation No.**GMC-NP-2FB-2024-008**Date of Posting: September 24, 2024

#### REQUEST FOR QUOTATION

# **Procurement of Rewinding Servies of Various Electric Motors for Granexport Manufacturing Corporation**

1. The Coconut Industry Investment Fund - Granexport Manufacturing Corporation (GMC), through the 2024 Corporate Budget intends to apply the sum of One Million Thirty-Three Thousand Four Hundred Thirty Pesos (P1,033,430.00) inclusive of all applicable government taxes being the ABC to payments under the contract for the Procurement of Rewinding Services of Various Electric Motors for Granexport Manufacturing Corporation. Quotations received in excess of the ABC shall be automatically rejected.

The Coconut Industry Investment Fund - Granexport Manufacturing Corporation (GMC), through the 2024 Corporate Budget intends to apply the sum of:

Item	Particulars / Description	Quantity	ABC
1	REWINDING SERVICES FOR 0.5HP TO 2.0HP	1 – Lot	P 65,600.00
1	ELECTRIC MOTORS:  1. ELECTRIC MOTOR  0.5HP;	Item1 – 1 unit	1
	2. ELECTRIC MOTOR 1.0HP;	Item 2 – 3 unit	7
	3. ELECTRIC MOTOR 1.5HP; 4. ELECTRIC MOTOR	Item $3 - 1$ unit	
	2.0HP	nem + 2 um	
2	REWINDING SERVICES FOR 3.0HP TO 7.5HP ELECTRIC MOTORS:	1 – Lot	P 92,000.00
	1. ELECTRIC MOTOR 3.0HP;	Item1 – 3 unit	
	2. ELECTRIC MOTOR 5.0HP;	Item 2 – 2 unit	

	3. ELECTRIC MOTOR	Item 3 – 1 unit	
	5.5HP;		
	4. ELECTRIC MOTOR 7.5HP	Item 4 – 1 unit	
	/.SHF	item 4 – Tumi	
3	REWINDING SERVICES	1 – Lot	P 115,860.00
	FOR 7.5HP TO 15.0HF		
	ELECTRIC MOTORS:		
	1. ELECTRIC MOTOR	Item1 – 1 unit	
	7.5HP;		
	2. ELECTRIC MOTOR	Item $2-1$ unit	
	10.0HP;		
	3. ELECTRIC MOTOR	Item $3-3$ unit	
	15.0HP;		
4	DEMINISTRA GEDINGE	1 7	D 750 070 00
4	REWINDING SERVICES		P 759,970.00
11,640	FOR 30HP TO 200HF ELECTRIC MOTORS:		
	1. ELECTRIC MOTORS:	Item1 – 2 unit	
	30.0HP;	nemi – z umi	
	2. ELECTRIC MOTOR	Item 2 – 2 unit	
	40.0HP;		
	3. ELECTRIC MOTOR	Item 3 – 1 unit	
	50.0HP;		
	4. ELECTRIC MOTOR	Item 4 – 3 unit	-21/2
	200.0HP;		180
			-1111
	Total		P1,033,430.00

- 2. With the approval of BAC Resolution Number GMC-2024-007B-BAC1-01 declaring the 2<sup>nd</sup> 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 Granexport Manufacturing Corporation (GMC)* 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 on the dates specified in the schedule of requirements. 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	September 24, 2024 to	4F Palacio del Gobernador,
availability of Request for	October 8, 2024	General Luna St., Intramuros,
Quotation	(9:00am to 5:00pm)	Manila
2. Conduct of Pre-	October 1, 2024,	4F Palacio del Gobernador,
Negotiation Conference	10:00am	General Luna St., Intramuros,
		Manila and/or through video
		conferencing via zoom
		application
100		Meeting ID: 860 6042 3126
		Passcode: 602015
3. Deadline for	October 8, 2024,	4F Palacio del Gobernador,
submission of quotation	9:30am	General Luna St., Intramuros,
and documentary		Manila
requirements		
4. Opening of Quotations	October 8, 2024,	4F Palacio del Gobernador,
	10:00am	General Luna St., Intramuros,
All and a second		Manila and/or through video
		conferencing via zoom
		application
		Meeting ID: 895 2763 6166

- 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 September 24, 2024 from the given address and website(s) below and upon payment of the applicable fee in the amount of:

Approved Budget for the Contract	Bid Docs fee
More than 500,000 up to 1 Million	P 1,000.00
More than 1Million up to 5Million	P 5,000.00

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.

- 8. The offers/quotations must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before October 8, 2024 at 9:30AM. 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 *October 8*, 2024, 10:00AM 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: 895 2763 6166)*. Quotations will be opened in the presence of the bidders' representatives who choose to attend the activity.

- 11. The *Coconut Industry Investment Fund Granexport Manufacturing Corporation* (*GMC*) 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

GERARDO DENARO F. ERESE Chairperson, Bids and Awards Committee III



### 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, <u>Coconut Industry Investment Fund - Granexport Manufacturing Corporation (GMC)</u> wishes to receive quotations for the <u>Procurement of Rewinding Services of Various Electric Motors for Granexport Manufacturing Corporation</u> with identification number <u>GMC-NP-2FB-2024-008</u>.

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

Item	Particulars / Description	Quantity	ABC
1	REWINDING SERVICES FOR 0.5HP TO 2.0HP	1 – Lot	P 65,600.00
	ELECTRIC MOTORS:  1. ELECTRIC MOTOR	Item1 – 1 unit	
	0.5HP; 2. ELECTRIC MOTOR 1.0HP;	Item 2 – 3 unit	
1 5	3. ELECTRIC MOTOR 1.5HP;	Item 3 – 1 unit	
1	4. ELECTRIC MOTOR 2.0HP	Item 4 – 2 unit	
2	REWINDING SERVICES FOR 3.0HP TO 7.5HP	1 – Lot	P 92,000.00
	ELECTRIC MOTORS:  1. ELECTRIC MOTOR 3.0HP;	Item1 – 3 unit	
	2. ELECTRIC MOTOR 5.0HP;	Item 2 – 2 unit	
	3. ELECTRIC MOTOR 5.5HP;	Item 3 – 1 unit	
	4. ELECTRIC MOTOR 7.5HP	Item 4 – 1 unit	
3	REWINDING SERVICES FOR 7.5HP TO 15.0HP ELECTRIC MOTORS:	1 – Lot	P 115,860.00
	1. ELECTRIC MOTOR 7.5HP;	Item1 – 1 unit	
	2. ELECTRIC MOTOR 10.0HP;	Item 2 – 1 unit	
	3. ELECTRIC MOTOR 15.0HP;	Item 3 – 3 unit	
4	REWINDING SERVICES FOR 30HP TO 200HP	1 – Lot	P 759,970.00
	ELECTRIC MOTORS:  1. ELECTRIC MOTOR 30.0HP;	Item1 – 2 unit	

2. ELECTRIC 40.0HP;	MOTOR	Item 2 – 2 unit	
3. ELECTRIC 50.0HP;	MOTOR	Item 3 – 1 unit	
4. ELECTRIC 200.0HP;	MOTOR	Item 4 – 3 unit	
Total			P1,033,430.00

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 <u>2024 Corporate</u> <u>Budget</u> in the amount of <u>P 1,033,430.00</u>
- 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 fifty percent (50%) of the ABC (Non-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. 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 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.

#### 8. 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 4<sup>th</sup> floor, Palacio del Gobernador, General Luna St., Intramuros, Manila, and/or through videoconferencing/webcasting as indicated in paragraph 5 of the **RFQ**.

#### 9. 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.

### 10. Documents comprising the Quotation: Eligibility and Technical Components

- The first envelope shall contain the eligibility and technical documents of the Quotation as specified in **Section VIII** (Checklist of Technical and Financial Documents).
- 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.
- 10.3 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.

#### 11. Documents comprising the Quotations: Financial Component

- 11.1 The second envelope shall contain the financial documents for the quotation as specified in **Section VIII** (Checklist of Technical and Financial Documents).
- 11.2 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.
- 11.3 Any offer/quotation exceeding the ABC indicated in paragraph 1 of the **RFQ** 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. Price Quotations

- 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. Quotation 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 Supplier shall submit a Bid Securing Declaration<sup>1</sup> 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**.

<sup>&</sup>lt;sup>1</sup> 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.

14.2 The Bid and bid security shall be valid until <u>February 5, 2025.</u> Any Quotation not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Quotations

- 15.1 Each Supplier shall submit one copy of the first and second components of its Ouotation.
- 15.2. 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.
- 15.3 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.

#### 16. Deadline for Submission of Quotations

16.1. 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**.

#### 17. Opening and Preliminary Examination of Quotations

- 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.
- 17.2 The preliminary examination of quotations 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 quotations in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

#### 19. Detailed Evaluation and Comparison of Quotations

- 19.1 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.
- 19.2 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.
- 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 Supplier.
- 19.4 The Project shall be awarded as follows:

One Project having several items, which shall be awarded as separate contracts per item

19.5 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.

#### 20. 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**.

#### 21. 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	For this purpose, contracts similar to the Project shall be:			
	a. Machine Works, Rewinding, Repair, Service and maintenance of machinery and spare parts.			
	b. Note: Do not include contracts from 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 bids.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:			
	a. The amount of not less than P20,668.60 [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 P51,671.50 [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.			
	NOTE: The above computation is for bid submissions covering all items with the total ABC of One Million Thirty-Three Thousand Four Hundred Thirty Pesos (P1,033,430.00). 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.			
	The bid securities must be valid until <u>February 5, 2025</u> from the date of opening of bids.			
15	Each Bidder shall submit one (1) original, one (1) duplicate and PDF file copies of the first (technical) and second (financial) components of its bid. The PDF file copies shall be saved in two (2) USBs (USB#1 for Technical component and USB#2 for Financial component). Documents to be submitted shall be properly tabbed and labeled.			
	The main envelope shall be labeled with the following details:			
	Project Name: Procurement of Rewinding Services of Various Electric Motors for Granexport Manufacturing Corporation			
	Invitation to Bid Number: GMC-NP-2FB-2024-008			
	Name of the Bidder:			

19.3		utation of a prospective bidder's NFCC must pursuant to Section 23.4.1.4 of the Revised II		
	Item	Particulars / Description	ABC	
	1	REWINDING SERVICES FOR 0.5HP TO 2.0HP ELECTRIC MOTORS:  1. ELECTRIC MOTOR 0.5HP; 2. ELECTRIC MOTOR 1.0HP; 3. ELECTRIC MOTOR 1.5HP; 4. ELECTRIC MOTOR 2.0HP	P 65,600.00	
	2	REWINDING SERVICES FOR 3.0HP TO 7.5HP ELECTRIC MOTORS:  1. ELECTRIC MOTOR 3.0HP;  2. ELECTRIC MOTOR 5.0HP;  3. ELECTRIC MOTOR 5.5HP;  4. ELECTRIC MOTOR 7.5HP	P 92,000.00	
	3	REWINDING SERVICES FOR 7.5HP TO 15HP ELECTRIC MOTORS: 1. ELECTRIC MOTOR 7.5HP; 2. ELECTRIC MOTOR 10.0HP; 3. ELECTRIC MOTOR 15.0HP	P 115,860.00	
	4	REWINDING SERVICES FOR 30HP TO 200HP ELECTRIC MOTORS:  1. ELECTRIC MOTOR 30.0HP;  2. ELECTRIC MOTOR 40.0HP;  3. ELECTRIC MOTOR 50.0HP;  4. ELECTRIC MOTOR 200.0HP	P 759,970.00	
		Total	One Million Thirty- Three Thousand Four Hundred Thirty Pesos (P1,033,430.00)	
20.2	The bidder shall be required to submit the following eligibility documents during post-qualification:			
	<ul> <li>a) Latest income and business tax returns filed and paid the Electronic Filing and Payment System (eFPS);</li> <li>b) Registration certificate from Securities and Exchange Compensation Department of Trade and Industry (DTI) for sole proceeding Cooperative Development Authority (CDA) for cooperativalent document;</li> </ul>			
	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.

- 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 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	1. DURATION OF CONTRACT	
	The Supplier shall undertake the Rewinding Services of Various Electric Motors as herein mentioned, covering the period from November 2024 to December 2024	
	Delivery of Rewinding Services of Various Electric Motors shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.	
	For purposes of this clause, the Procuring Entities representative is:	
	Rogelio V. Capangpangan	
	Mobile Number : 09191406325	
	Scope of works:	
	<ol> <li>Pick up various electric motor at Granex plant</li> <li>Dis-assemble of electric motor and initiate testing both mechanical and electrical</li> <li>Check-up tolerance of both endplate journals and rotor shaft.</li> <li>Build up and machining works both endplate and rotor shaft, if needed contractor will provide</li> <li>Replacement of new bearings Granex plant will provide</li> <li>Total rewinding works provided with various test results</li> <li>Delivered plant after completion</li> </ol>	
	Delivery and Documents – (IF APPLICABLE)	
For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIF and other trade terms used to describe the obligations of the parties the meanings assigned to them by the current edition of INC published by the International Chamber of Commerce, Paris. The terms of this Contract shall be as follows:		
	[For Goods supplied from abroad:] "The delivery terms applicable to the Contract are DDP delivered to Coconut Industry Investment Fund - Granexport Manufacturing Corporation (GRANEX) with business address at Granexport Manufacturing Corporation, CIIF Agro Industrial Park Special Economic Zone, Kiwalan, Iligan City. In accordance with INCOTERMS."	
[For Goods supplied from within the Philippines:] "The del applicable to this Contract are delivered to Coconut Industry Fund		
	- Granexport Manufacturing Corporation (GRANEX) with business address at Granexport Manufacturing Corporation, CIIF Agro Industrial Park	

Special Economic Zone, Kiwalan, Iligan City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."

#### Incidental Services -

- 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;
- d) performance or supervision or maintenance and/or repair of the suppliedGoods, for a period of time agreed by the parties, provided that this service shallnot relieve the Supplier of any warranty obligations under this Contract; and
- e) 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 The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shallnot 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 preventtheir 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, specifiedbelow, 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 practicalthe packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance andstorage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP orDDP, Goods are to be transported on carriers of Philippine registry. In the eventthat no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transitother than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. 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. 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). Other requirements before payment. Payment shall be seven (7) days upon submission of the following: 1. Sales Invoice; 2. Delivery Receipt; and 3. Certificate of Acceptance and Receiving Report The inspections and tests that will be conducted are: Delivery of the item/s should be accompanied by the following documents: 1. Insulation, Impedance, Z-Test, Phase Angle, Phase Balance testings, No load test with signed and seal PEE; 2. Certificate of completion with signed and seal PEE

4

#### 5 Warranty

2.2

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:

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, Granexport Manufacturing Corporation located at Granexport Manufacturing Corporation, CIIF-Agro Industrial Park Special Economic Zone, Kiwalan Iligan City

Item No.	DESCRIPTION	QUANTITY	DELIVERED, WEEKS/MONTHS
1	REWINDING SERVICES FOR 0.5HP TO 2.0HP ELECTRIC MOTORS:	1 – Lot	NOVEMBER-DECEMBER 2024
	1. ELECTRIC MOTOR 0.5HP; 2. ELECTRIC MOTOR 1.0HP; 3. ELECTRIC MOTOR 1.5HP; 4. ELECTRIC MOTOR 2.0HP	Item1 – 1 unit Item 2 – 3 unit Item 3 – 1 unit Item 4 – 2 unit	
2	REWINDING SERVICES FOR 3.0HP TO 7.5HP ELECTRIC MOTORS:	1 – Lot	NOVEMBER-DECEMBER 2024
	1. ELECTRIC MOTOR 3.0HP; 2. ELECTRIC MOTOR 5.0HP; 3. ELECTRIC MOTOR 5.5HP; 4. ELECTRIC MOTOR 7.5HP	Item1 – 3 unit Item 2 – 2 unit Item 3 – 1 unit Item 4 – 1 unit	
3	REWINDING SERVICES FOR 7.5HP TO 15HP ELECTRIC MOTORS:	1 – Lot	NOVEMBER-DECEMBER 2024
	1. ELECTRIC MOTOR 7.5HP; 2. ELECTRIC MOTOR 10.0HP; 3. ELECTRIC MOTOR 15.0HP	Item1 – 1 unit Item 2 – 1 unit Item 3 – 3 unit	
4	REWINDING SERVICES FOR 30HP TO 200HP ELECTRIC MOTORS:	1 – Lot	NOVEMBER-DECEMBER 2024
	1. ELECTRIC MOTOR 30.0HP; 2. ELECTRIC MOTOR 40.0HP; 3. ELECTRIC MOTOR 50.0HP; 4. ELECTRIC MOTOR 200.0HP	Item1 – 2 unit Item 2 – 2 unit Item 3 – 1 unit Item 4 – 3 unit	

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 issubsequently 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
I.	1. ELECTRIC MOTOR 0.5HP, 4 POLES, 460 VOLTS, 60 HZ; 3PHASE 2. ELECTRIC MOTOR 1.0HP, 4 POLES, 460 VOLTS, 60 HZ; 3PHASE 3. ELECTRIC MOTOR 1.5HP, 4 POLES, 460 VOLTS, 60 HZ; 3PHASE 4. ELECTRIC MOTOR 2.0HP, 4 POLES, 460 VOLTS, 60 HZ; 3PHASE  Scope of works:  1. Pick up various electric motor at Granex plant; 2. Dis-assemble of electric motor and initiate testing both mechanical and electrical; 3. Check-up tolerance of both endplate journals and rotor shaft; 4. Build up and machining works both endplate and rotor shaft, if needed contractor will provide; 5. Replacement of new bearings Granex plant will provide; 6. Total rewinding works provided with various test results; 7. Delivered plant after completion	
2	REWINDING SERVICES FOR 3.0HP TO 7.5HP ELECTRIC MOTORS:  1. ELECTRIC MOTOR 3.0HP, 4 POLES, 460 VOLTS, 60 HZ; 3PHASE 2. ELECTRIC MOTOR 5.0HP, 4 POLES, 460 VOLTS, 60 HZ; 3PHASE 3. ELECTRIC MOTOR 5.5HP, 4 POLES, 460 VOLTS, 60 HZ; 3PHASE 4. ELECTRIC MOTOR 7.5HP, 4 POLES, 460 VOLTS, 60 HZ; 3PHASE  Scope of works:  1. Pick up various electric motor at Granex plant; 2. Dis-assemble of electric motor and initiate testing both mechanical and electrical; 3. Check-up tolerance of both endplate journals and rotor shaft;	

4. Build up and machining works both endplate and rotor shaft, if needed contractor will provide; 5. Replacement of new bearings Granex plant will provide: 6. Total rewinding works provided with various test results; 7. Delivered plant after completion REWINDING SERVICES FOR 7.5HP TO 15HP ELECTRIC MOTORS: 1. ELECTRIC MOTOR 7.5HP. 2 POLES, 460 VOLTS, 60 HZ; 3PHASE 2. ELECTRIC MOTOR 10.0HP, 2 POLES, 460 VOLTS, 60 HZ; 3PHASE 3. ELECTRIC MOTOR 15.0HP, 2 POLES, 460 VOLTS, 60 HZ; 3PHASE Scope of works: 1. Pick up various electric motor at Granex plant; 3 2. Dis-assemble of electric motor and initiate testing both mechanical and electrical: 3. Check-up tolerance of both endplate journals and rotor shaft; 4. Build up and machining works both endplate and rotor shaft, if needed contractor will provide; 5. Replacement of new bearings Granex plant will provide; 6. Total rewinding works provided with various test results; 7. Delivered plant after completion REWINDING SERVICES FOR 30HP TO 200HP ELECTRIC MOTORS: 1. ELECTRIC MOTOR 30.0HP, 2 POLES, 460 VOLTS, 60 HZ; 3PHASE 2. ELECTRIC MOTOR 40.0HP, 4 POLES, 460 VOLTS, 60 HZ; 3PHASE 3. ELECTRIC MOTOR 50.0HP, 4 POLES, 460 VOLTS, 60 HZ; 3PHASE 4. ELECTRIC MOTOR 200.0HP, 4 POLES, 460 VOLTS, 60 HZ; 3PHASE Scope of works: 1. Pick up various electric motor at Granex plant; 2. Dis-assemble of electric motor and initiate testing both 4 mechanical and electrical: 3. Check-up tolerance of both endplate journals and rotor shaft; 4. Build up and machining works both endplate and rotor shaft, if needed contractor will provide: 5. Replacement of new bearings Granex plant will provide; 6. Total rewinding works provided with various test results; 7. Delivered plant after completion **DOCUMENTARY REQUIREMENTS** 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. 1. Company Profile signed by the official/authorized representative of the bidder on all pages; 2. Company Table of Organization signed by the official/authorized

representative of the bidder on all pages;

- 3. List of competent key personnel to be assigned to the contract to be bid with complete qualification and experience signed by the official/authorized representative of the bidder on all pages; Must include a Licensed Electrical Engineer with at least three (3) years of experience in Electrical works and DOLE Accredited Safety Officer on the project site;
- 4. List of major equipment with pictures, owned or leased and/or under purchase (proof of ownership, under lease and/or purchase agreements subject to post qualification), which is necessary and indispensable to the contract to be bid with Certification of availability of the listed equipment for the duration of the project signed by the official/authorized representative of the bidder on all pages;
- 5. <u>Notarized Authority of the signing official/authorized representative of the bidder (Special Power of Attorney and Secretary's Certificate)</u>

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, 4<sup>th</sup> Palacio del Gobernador, General Luna St., Intramuros, Manila, on October 8, 2024, not later than 9:30AM. Suppliers are required to submit one (1) original, one (1) duplicate and PDF file copies in three (3) separate envelopes of technical and financial component of its quotation. The PDF file copies shall be saved in two (2) USBs (USB#1 for technical component and USB#2 for financial component). All pages including attachments thereto shall be initialed by the person signing the quotation.

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents Legal Documents 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 "C") and Statement of the Bidder'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 "H") and Original copy of Bid Security. If in the form of a Surety Bond, submit also a (e) certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; (See Annex "F") and Conformity with the Technical Specifications, which may include (f) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS) and if applicable, (f) 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 "G") and Financial Documents The prospective Bidder's computation of Net Financial Contracting Capacity (NFCC) or a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. (See Annex "J")

#### Class "B" Documents

(n)	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. FINANC	IAL 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 do	cumentary 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.
	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	y)			
After having carefully read, examined and Documents for the "Procurement of Jack Granexport Manufacturing Corporation Numbers [insert numbers], hereunder is or	keting and Re-toothing of Internion" including the Supplemental	nediate Gears for l or Bid Bulletin		
Particulars	Bid (in words)	Bid (in Php)		
Total Bid				
AMOUNT IN WORDS:  (VAT Zero Rated)  The above-quoted price is inclusive of all	costs and applicable taxes.			
Very truly yours,	LS GROUP			
AUTHORIZED REPRESENTATIVE:				
Printed Name:				
Signature:Printed Name:Company Name:Legal Capacity:				

## 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 delivere d Fina Destina tion (col 9) x (col 4)
					() 3 GH	OL			
							/		
	gal Capac								
Sig	nature: _								<del></del>
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## STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

## NAME OF CONTRACT TO BE BID: PROCUREMENT OF JACKETING AND RETOOTHING OF INTERMEDIATE GEARS FOR GRANEXPORT MANUFACTURING CORPORATION

This is to certify that	has the	following	ongoing
government and private contracts inclu	uding contracts awarded but not yet started:		

Name of the Contract	Date of the Contract	Contract of Duration	Owner's Name & Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract	Date of Delivery
I.GOVERNMENT	NE			7			
II. PRIVATE							

#### 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 post-qualification. Failure to comply shall be grounds for the disqualification of the bidder:

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

CERTIFIED CORRE	ECT:
Name & Signature of	f Authorized Representative
Position	
Date	

#### **AUTHORITY OF SIGNATORY**

(For Corporation)

I, (Name of Corpo	rate Secretary), legal , after being		business address at ance with law do hereby
depose and state:	,	Ž	,
organized and existing That at the special med held at the principal of	cted Corporate Secretary under and by virtue of a eting of the Board of Di fice on (Date of Meeting ng resolution was unaning	applicable Philippine law rectors of the said corporations g) at which a quorum w	vs: oration, duly called and as presented and voting
government issued ide in behalf of the Corpo complying with the <b>Ne</b>	the following whose spentification cards with signation, to submit documentated Procurementating of Intermediate (	gnatures as attachment, is ments and represent so <b>Two Failed Biddings f</b>	s/are authorized to sign lely for the purpose of
NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIAL
	TRESERVIED	6 6	
	1		F-1/801
IN WITNESS WHERI	Pl	ix my signature this  RINTED NAME/SIGN. ORPORATE SECRETA	ATURE
by (Name identity through his/he	SWORN TO before me of Corporate Secretary er (Identification Card p re me the foregoing Affi	) who has satisfactorily presented), that he/she is ant and acknowledged	y proven to me his/her s the same person who
	N	OTARY 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 Jacketing and Re-toothing of Intermediate Gears;
- 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 Jacketing and Re-toothing of Intermediate Gears;

4.	nent of Jacketing and Ke	-toothing of intermed	iate Gears;
NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIAL
	EEOF, I have hereunto affi		Let y
by (Name of Corporate (Identification Card pr	WORN TO before me in the e Secretary) who has satisfac esented), that he/she is the sacknowledged that he/she exc	torily proven to me his/he same person who person	er identity through his/he
	NO	OTARY PUBLIC	
Doc. No			

Page No.\_\_\_\_ Book No.\_\_\_\_ Series of.

#### **Bid Securing Declaration Form**

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

1.0	
REPUBLIC OF THE PHILIPPINES )	
CITY/MUNICIPALITY OF ) S.S.	

#### **BID SECURING DECLARATION**

Request for Quotation No.: GMC-NP-2FB-2024-008

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

SUBSCRIBED AND SWORN TO before me in the City of this by (Name of Corporate Secretary) who has satisfactorily proven to me identity through his/her (Identification Card presented), that he/she is the same perso personally signed before me the foregoing Affiant and acknowledged that he/she executesame.	his/her n who
NOTARY PUBLIC	
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AL MILLS GROUP	

## 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** 

SUBSCRIBED AND SWORN to before me this \_\_ day of \_\_\_\_\_ 2024 in \_\_\_\_\_, affiant, who is personally known to me, exhibiting to me the following:

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

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Page No.	;
Book No.	
Series of 20	024.

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

		T TO BE Q MEDIATE		ROCURE	MENT OF JA	CKETING	AND RE-
following quoted equ	ivalent to at	gest Compl	Percent (50		CC) similar to e Approved Bu		
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)
b. In t	<mark>otation</mark> s. he column t	fo <mark>r "End-us</mark> Official Rec	er' <mark>s Acc</mark> ept		ubmission and	-1	f
the post disqualif 1. Co 2. Sa	-qualification ication of the ontract or Pales Invoice	on. Failure he bidder. curchase Order; and	to comply	y shall	be presented be grounds		
	D CORRE	Performano	ce/Acceptar	ice			
Name & Si	ignature of	Authorized	Representa	tive			
Position Date							

#### ANNEX "I"

#### 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 AGREEM	ENT made t	the day of	20
between [name of PROC	CURING ENT	ΓΙΤΥ] of the Philipp	oines (hereinafter called
"the Entity") of the one	part and [n	ame of Supplier]	of [city and country of
Supplier (hereinafter cal	led "the Supr	olier") 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.
- 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 abovementioned 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 Signatory's Legal Capacity]

[Insert Procuring Entity]

for:

[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]

#### ANNEX "J"

#### 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 / Ma	anufacturer
Signature of Authorized Representative	<del>-</del>

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

# SWORN CERTIFICATION / AFFIDAVIT OF COMPLIANCE WITH THE TECHNICAL SPECIFICATIONS RE: PROCUREMENT OF JACKETING AND RE-TOOTHING OF INTERMEDIATE GEARS FOR GRANEXPORT 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 "I"**.
  - 2. In connection with the [NAME OF BIDDER]'s bid for the "Procurement of Jacketing and Re-toothing of Intermediate Gears for Granexport Manufacturing Corporation (GMC-NP-2FB-2024-007)" ("Project"), I hereby attest on behalf of [NAME OF BIDDER] that:
    - 2.1. [NAME OF BIDDER] represents and warrants that the *Jacketing and Re-toothing of Intermediate Gears for Granexport 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 Granexport Manufacturing Corporation the *Jacketing and Re-toothing of Intermediate Gears* 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;
- Without prejudice to the other remedies that are available to **GRANEXPORT MANUFACTURING** CORPORATION, [NAME OF BIDDER] unconditionally accepts that its failure to comply with any of the undertakings mentioned herein, or the falsity of the information provided above, will result forfeiture of in the its bid security/performance bond in favor of **GRANEXPORT 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	2024 in _							-

[NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE], Affiant

SUBSCRIBED .	AND SWORN to before me this day of
2024 in	, affiant, who is personally known to me, exhibiting to
me the following	g:

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



## Section X. Appendix



#### Appendix "I"

Sealing of Bids as defined in Section 15 of the ITB (Illustration of bids with 1 original, 1 duplicate and PDF File copy (in 2 USBs), each box in the diagram represents a

